



# Camden Council

## Business Paper

**Ordinary Council Meeting**  
**23 October 2012**

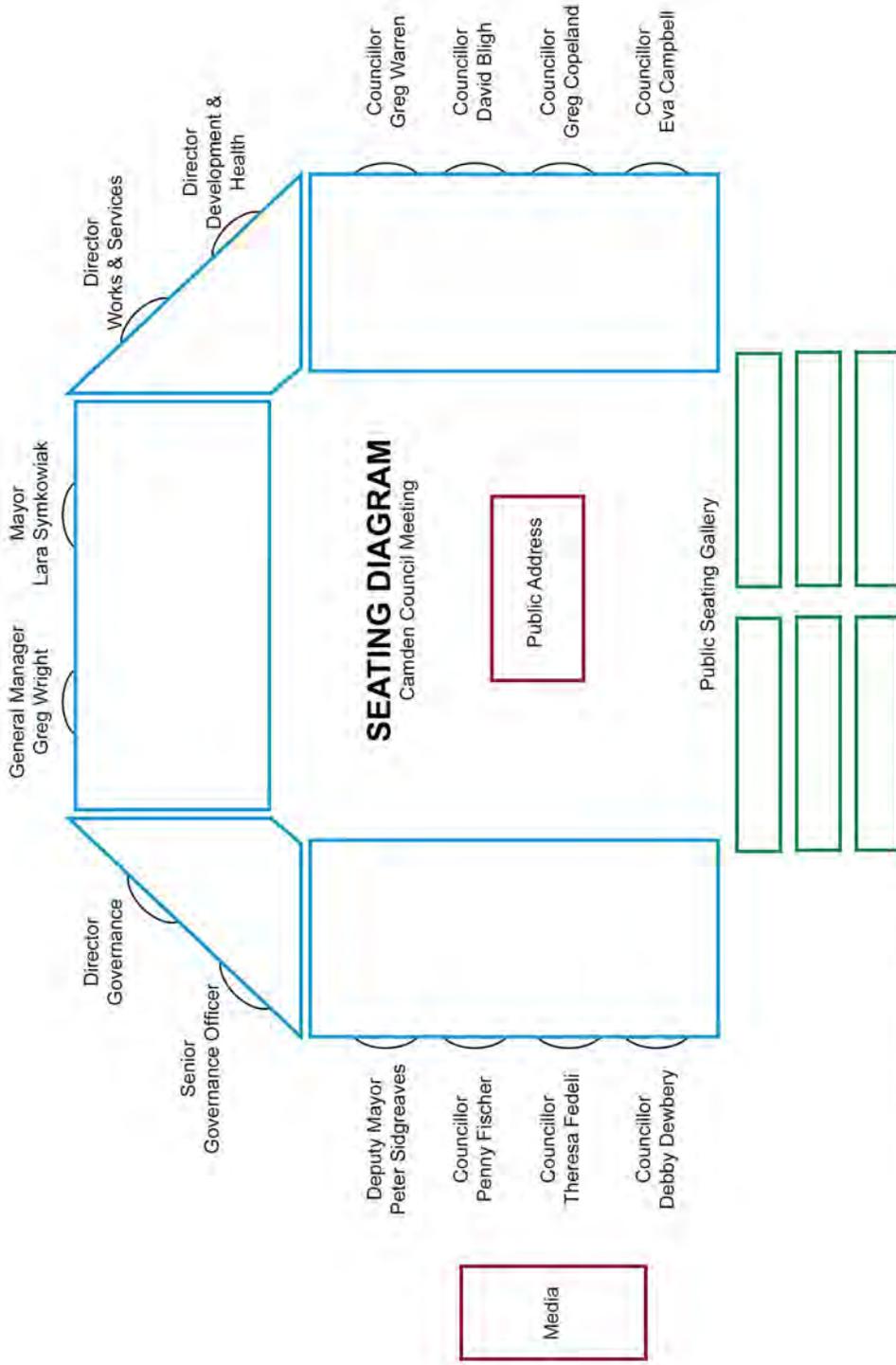
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**Camden Civic Centre**  
**Oxley Street**  
**Camden**



## COMMON ABBREVIATIONS

AEP	Annual Exceedence Probability
AHD	Australian Height Datum
BCA	Building Code of Australia
CLEP	Camden Local Environmental Plan
CP	Contributions Plan
DA	Development Application
DECCW	Department of Environment, Climate Change & Water
DCP	Development Control Plan
DDCP	Draft Development Control Plan
DPI	Department of Planning & Infrastructure
DLG	Division of Local Government, Department of Premier & Cabinet
DWE	Department of Water and Energy
DoH	Department of Housing
DoT	NSW Department of Transport
EIS	Environmental Impact Statement
EP&A Act	Environmental Planning & Assessment Act
EPA	Environmental Protection Authority
EPI	Environmental Planning Instrument
FPL	Flood Planning Level
GCC	Growth Centres Commission
LAP	Local Approvals Policy
LEP	Local Environmental Plan
LGA	Local Government Area
MACROC	Macarthur Regional Organisation of Councils
OSD	Onsite Detention
REP	Regional Environmental Plan
PoM	Plan of Management
RL	Reduced Levels
RMS	Roads & Maritime Services (incorporating previous Roads & Traffic Authority)
SECTION 149	
CERTIFICATE	Certificate as to zoning and planning restrictions on properties
SECTION 603	
CERTIFICATE	Certificate as to Rates and Charges outstanding on a property
SECTION 73	
CERTIFICATE	Certificate from Sydney Water regarding Subdivision
SEPP	State Environmental Planning Policy
SRA	State Rail Authority
SREP	Sydney Regional Environmental Plan
STP	Sewerage Treatment Plant
VMP	Vegetation Management Plan
WSROC	Western Sydney Regional Organisation of Councils



*Please do not talk during Council Meeting proceedings.  
Recording of the Council Meeting is not permitted by members of the public at any time.*



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# ORDINARY COUNCIL

## ORDER OF BUSINESS - ORDINARY COUNCIL

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## **ORDINARY COUNCIL**

**SUBJECT: RECORDING OF COUNCIL MEETINGS**

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In accordance with Camden Council's Code of Meeting Practice and as permitted under the Local Government Act this meeting is being audio recorded by Council staff for minute taking purposes.



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## ORDINARY COUNCIL

**SUBJECT: APOLOGIES**

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Leave of absence tendered on behalf of Councillors from this meeting.

**RECOMMENDED**

**That leave of absence be granted.**



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## ORDINARY COUNCIL

**SUBJECT:       DECLARATION OF INTEREST**

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NSW legislation provides strict guidelines for the disclosure of pecuniary and non-pecuniary Conflicts of Interest and Political Donations.

Council's Code of Conduct also deals with pecuniary and non-pecuniary conflict of interest and Political Donations and how to manage these issues (Clauses 7.5 -7.27).

Councillors should be familiar with the disclosure provisions contained in the Local Government Act 1993, Environmental Planning and Assessment Act, 1979 and the Council's Code of Conduct.

This report provides an opportunity for Councillors to disclose any interest that they may have or Political Donation they may have received relating to a Report contained in the Council Business Paper and to declare the nature of that interest.

### **RECOMMENDED**

**That the declarations be noted.**



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## ORDINARY COUNCIL

**SUBJECT: PUBLIC ADDRESSES**

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The Public Address segment (incorporating Public Question Time) in the Council Meeting provides an opportunity for people to speak publicly on any item on Council's Business Paper agenda or on any matter within the Local Government area which falls within Council jurisdiction.

Speakers must book in with the Council office by 4.00pm on the day of the meeting and must advise the topic being raised. Only seven (7) speakers can be heard at any meeting. A limitation of one (1) speaker for and one (1) speaker against on each item is in place. Additional speakers, either for or against, will be identified as 'tentative speakers' and should only be considered where the total number of speakers does not exceed seven (7) at any given meeting.

Where a member of the public raises a question during the Public Address segment, a response will be provided where Councillors or staff have the necessary information at hand; if not a reply will be provided at a later time. There is a limit of one (1) question per speaker per meeting.

All speakers are limited to 4 minutes, with a 1 minute warning given to speakers prior to the 4 minute time period elapsing.

Public Addresses are recorded for administrative purposes. It should be noted that speakers at Council meetings do not enjoy any protection from parliamentary-style privilege. Therefore they are subject to the risk of defamation action if they make comments about individuals. In the event that a speaker makes potentially offensive or defamatory remarks about any person, the Mayor/Chairperson will ask them to refrain from such comments.

The Mayor/Chairperson has the discretion to withdraw the privilege to speak where a speaker continues to make inappropriate or offensive comments about another person.

### **RECOMMENDED**

**That the public addresses be noted.**



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## ORDINARY COUNCIL

**SUBJECT: CONFIRMATION OF MINUTES**

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Confirm and adopt Minutes of the Ordinary Council Meeting held 9 October 2012

**RECOMMENDED**

**That the Minutes of the Ordinary Council Meeting held 9 October 2012, copies of which have been circulated, be confirmed and adopted.**



## ORDINARY COUNCIL

ORD01

ORD01

**SUBJECT:** CONSTRUCTION OF A BRIDGE CROSSING OVER SOUTH CREEK INCLUDING REMEDIATION, ENGINEERING WORKS, REHABILITATION WORKS, DRAINAGE AND ASSOCIATED SITE WORKS, NO 810 CAMDEN VALLEY WAY, GLEDSDOOD HILLS

**FROM:** Director, Development and Health

**BINDER:** DA578/2012

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**APPLICATION NO:** 578/2012

**PROPOSAL:** Construction of a bridge crossing over South Creek including remediation, engineering works, rehabilitation works, drainage, landscaping and associated site works

**PROPERTY ADDRESS:** 810 Camden Valley Way, Gledswood Hills

**PROPERTY DESCRIPTION:** LOT: 2077, DP: 1161618

**ZONING:** E4 Environmental Living & RE2 Private Recreation

**OWNER:** SH Camden Valley Pty Limited

**APPLICANT:** Mr Toru Abe C/o SJB Planning

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### PURPOSE OF REPORT

The purpose of this report is to seek Council's determination of a development application (DA) for the construction of a bridge crossing over South Creek including remediation, engineering works, rehabilitation works, drainage, landscaping and associated site works at 810 Camden Valley Way, Gledswood Hills. The proposed crossing will provide both vehicular and pedestrian access.

The DA is referred to Council for determination as there remains one unresolved submission.

### SUMMARY OF RECOMMENDATION

That Council determine DA No 578/2012 for the construction of a bridge crossing over South Creek including remediation, engineering works, rehabilitation works, drainage, landscaping and associated site works pursuant to Section 80 of the *Environmental Planning and Assessment Act 1979* by granting of consent subject to conditions contained in this report.

### EXECUTIVE SUMMARY

Council is in receipt of a DA for the construction of a bridge crossing over South Creek including remediation, engineering works, rehabilitation works, drainage, landscaping and associated site works at 810 Camden Valley Way, Gledswood Hills.

As this DA is classed as Nominated Integrated Development, it was publicly notified for a period of 30 days from 28 June to 27 July 2012. An advertisement was also placed in the local press. One submission was received objecting to the proposal. This objection was lodged by an adjacent landowner who has raised concerns with the location of the proposed crossing.

The DA has been assessed against the *Environmental Planning and Assessment Act 1979*, the Environmental Planning and Assessment Regulation 2000, relevant Environmental Planning Instruments, Development Control Plans and policies. The assessment demonstrates that the proposed development, including its location, complies with the relevant controls as set out in the Turner Road Development Control Plan 2007. The outcome of this assessment is detailed further in this report.

Based on the assessment, it is recommended that the DA be approved subject to the conditions contained in this report.

### SITE LOCATION MAP/AERIAL PHOTO



### THE SITE

The subject site is commonly known as 810 Camden Valley Way, Gledswood Hills and is legally described as Lot 2077, DP1161618. The site is located between Camden Valley Way to the west and the Camden/Campbelltown LGA boundary to the east. This site comprises the Camden Valley Golf Resort and a mix of rolling hills and plains that have previously been used for farming. St Gregory's College and the Sydney Catchment Authority water supply canal exist to the east of the site whilst Camden Valley Way bounds the western side. This site forms part of the Turner Road Precinct of the South West Growth Centre.

The exact development site is a portion of land adjacent to the southern boundary of the site and approximately 250m west of its eastern site boundary. The subject site lies to the east of a previously approved and constructed exhibition village subdivision (Development Consent 575/2008) and to the south of a previously approved residential subdivision (Development Consent 1182/2011). The site area is largely devoid of

vegetation with the exception of a small cluster of trees located on the bank of South Creek.

The surrounding region includes Gregory Hills to the south with the existing Currans Hill residential suburb to the south east. On the opposite side of Camden Valley Way, to the south west, lies Harrington Park and the urban release area of 'Harrington Grove.' The Oran Park precinct of the South West Growth Centre exists to the west whilst to the north the site is bound by the remainder of the Camden Valley Golf Club and the Gledswood site.

**HISTORY**

The development history of the subject site is summarised in the following table:

<b>Date</b>	<b>Development</b>
18 December 2008	Development Consent 575/2008 approved the subdivision of 63 residential lots for use as an exhibition village, car parking, roads, drainage and associated site works.
17 January 2011	Development Consent 1305/2009 approved the subdivision of 150 residential lots, one superlot and one residue lot, bulk earthworks, remediation, roads, drainage and associated site works.
3 February 2011	Development Consent 745/2010 approved the construction of a temporary sales office and associated site parking.
11 May 2011	Development Consent 98/2011 approved the demolition of an existing maintenance depot and the remediation of contaminated land.
16 June 2011	Development Consent 199/2011 approved the subdivision of 56 residential lots and one residue lot, remediation, earthworks, roads, drainage and associated site works.
9 February 2011	Development Consent 1182/2011 approved the subdivision of 112 residential lots, 2 superlots, 2 public reserves, 1 residue lot, remediation, earthworks, roads, drainage and associated site works.
28 June 2012	Development Consent 406/2012 approved the subdivision of 24 residential lots, 1 public reserve, earthworks, roads, drainage and associated site works.

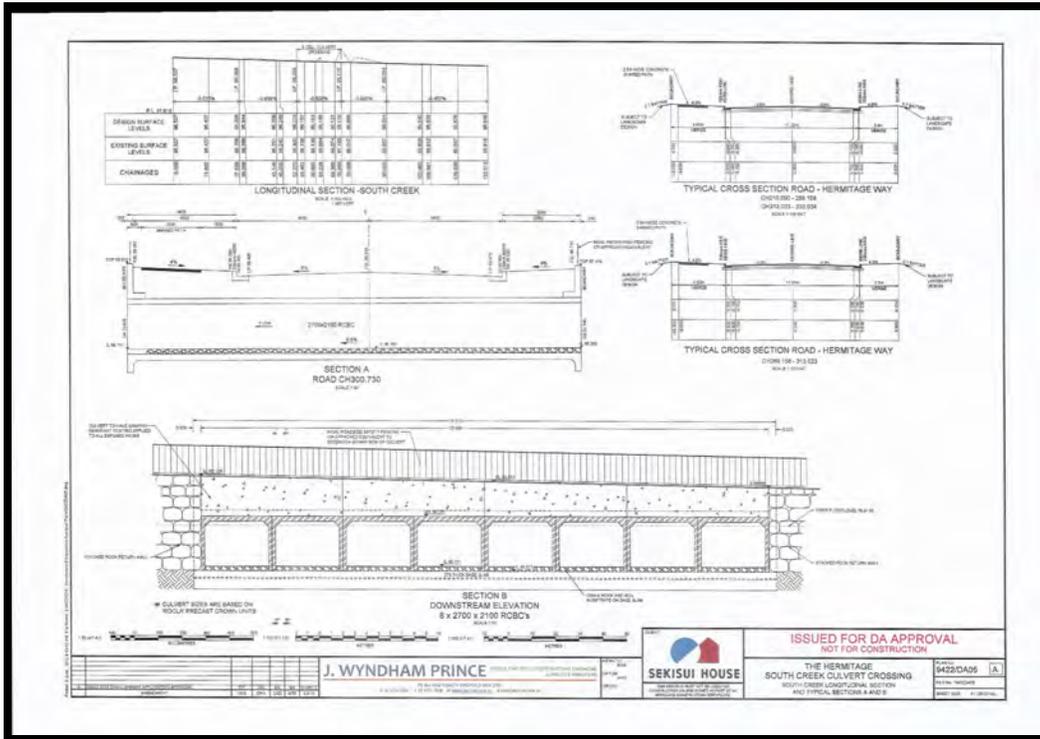
**THE PROPOSAL**

DA 578/2012 seeks approval for the construction of a bridge crossing providing both vehicular and pedestrian access over South Creek.

Specifically the proposed development involves:

- construction of a bridge crossing over South Creek (inclusive of a 24m long culvert crossing of the creek itself, a carriageway of 11.2m, a 2.5m shared path and a 3.3m verge);
- remediation;
- associated creek engineering and rehabilitation works; and
- dedication of road corridor to Council.

**A copy of the plans is provided as an attachment to this report.**



## ASSESSMENT

### ***Environmental Planning and Assessment Act 1979 – Section 79(C)(1)***

In determining a Development Application, the consent authority is to take into consideration the following matters as are of relevance in the assessment of the DA on the subject property:

#### ***(a)(i) The Provisions of any Environmental Planning Instrument***

The Environmental Planning Instruments that relate to the proposed development are:

- State Environmental Planning Policy (Sydney Region Growth Centres) 2006
- State Environmental Planning Policy No 55: Remediation of Land
- State Environmental Planning Policy (Infrastructure) 2007
- Deemed State Environmental Planning Policy No 20: Hawkesbury/Nepean River

An assessment of the proposed development under the Environmental Planning Instruments is detailed below.

#### State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (SEPP)

The current zoning of this property comprises mixed zoning and includes RE4 Environmental Living and RE2 Private Recreation. The proposed bridge crossing and associated works are permissible with development consent in these zones.

The relevant E4 zone objectives seek to “preserve and maintain the natural values of the core riparian areas” and to allow “where it can be demonstrated that the development will not destroy, damage or have any other adverse effect on those values” and to “ensure that flood prone land is used in a manner appropriate to its environmental characteristics”. The relevant RE2 zone objectives seek to “protect and enhance the natural environment for recreational purposes”.

The proposal meets the objectives in the E4 and RE2 zones in that the proposed works include rehabilitation and regeneration of South Creek which will return this specific part of the corridor back to the natural values of the core riparian area. Further, the proposed works will ensure creek bed and creek bank stability, slow water speed and prevent further soil erosion thus ensuring that the environmental characteristics are preserved and enhanced.

In relation to minimum subdivision lot size, the proposed development does not preclude the ability of the subject site to meet the minimum lot size requirement of 1,000m<sup>2</sup>.

The proposed development has been assessed against all other relevant provisions and restrictions of the SEPP and is considered acceptable.

#### State Environmental Planning Policy No 55: Remediation of Land (SEPP)

In accordance with the SEPP, the applicant has submitted a detailed phase 2 Contamination Report for the whole eastern portion of the overall development site. The report identified one Area of Environmental Concern (AEC) within the subject site:

- AEC 4 consists of a section of creek within the eastern portion of the site and is deemed to be an AEC based on the presence of scrap metal filling along the creek line.

A Remediation Action Plan (RAP) has been prepared for the AEC identified within the subject site. The RAP provides a series of remediation actions that if implemented will decontaminate the site.

It is therefore a recommended development consent condition that the site be decontaminated in accordance with the submitted RAP. Subject to this occurring, the site will be made suitable for its intended use.

#### State Environmental Planning Policy (Infrastructure) 2007

Pursuant to Clause 45 of the SEPP, development within or immediately adjacent to an easement for electricity purposes must be referred to the relevant authority. The consent authority must take into consideration any response that is received within 21 days after the notice is given.

The development proposes works adjacent to a TransGrid easement and the application was referred to TransGrid for comment. TransGrid has provided a response which states that the proposed works satisfy the requirements of TransGrid.



ORD01

Deemed State Environmental Planning Policy No 20 - Hawkesbury/Nepean River (SEPP)

The proposed development is considered to be acceptable in terms of the SEPP in that it will not prejudice its aims and objectives or have any detrimental impacts upon the Hawkesbury/Nepean River system. The proposed bio treatment device on the south western side of the creek will provide appropriate stormwater quantity and quality control and will protect the integrity of the Hawkesbury/Nepean River catchment.

***(a)(ii) The Provisions of any Draft Environmental Planning Instrument (that is or has been the subject of public consultation under this Act and that has been notified to the consent authority (unless the Director-General has notified the consent authority that the making of the proposed instrument has been deferred indefinitely or has not been approved)).***

There is no draft Environmental Planning Instrument applicable to the proposed development.

***(a)(iii) The Provisions of any Development Control Plan***

Turner Road Development Control Plan 2007 (DCP)

The following is an assessment of the proposal's compliance with the controls in the DCP.

Control	Requirement	Provided	Compliance
Part 2.1 – Indicative Layout Plan	Section 2.1 of the DCP identifies that all development must be generally in accordance with the Indicative Layout Plan (ILP) as shown in Figure 2.  <b>A copy of the ILP is provided as an attachment to this report.</b>	The proposed bridge crossing is in accordance with its intended layout as shown on the ILP. Additionally, the proposed works are considered to meet the vision and objectives of the DCP in that the proposed crossing provides an important piece of road infrastructure that will enable the North Spine Road/ Hermitage Way to connect through to Gregory Hills Drive.	Yes
Part 3.0 – Access and Movement	The proposed crossing is considered to be in accordance with the Street Network Plan which requires the provision of a clear and logical street hierarchy.	The development proposes a two lane sub arterial road with a carriageway of 11.2m and is consistent with the typical cross section for two lane sub arterial roads. The proposed crossing further provides for a shared pedestrian/cyclist path along the western side and a pedestrian path on the eastern side of the road corridor. Both these paths are in accordance with Table 3 and Figure 14 of	Yes

Control	Requirement	Provided	Compliance
		the DCP. Additionally, the proposed crossing will form part of the north-south spine road and will therefore accommodate future bus routes between Turner Road and Campbelltown.	
Part 6.1 – Riparian Corridors	Section 6.1 of the DCP requires that development within riparian corridors be in accordance with the Oran Park and Turner Road Waterfront Land Strategy (WLS) 2009. Where compliance is not proposed, the WLS requires General Terms of Approval to be obtained from the NSW Office of Water prior to the granting of Development Consent.	The proposed crossing varies from the WLS in that it proposes to construct a culvert designed crossing as opposed to a piered bridge crossing due to the transmission line and flood level constraints. The NSW Office of Water has assessed the proposed crossing and is satisfied that subject to conditions, it will not adversely impact the riparian corridor. It is therefore a recommended development consent condition that the proposed works fully comply with the Controlled Activity Approval issued by the NSW Office of Water.	Yes
Part 6.2 – Flooding and Watercycle Management	Incorporate best practice stormwater management principles and strategies in development proposals.	The applicant has submitted a stormwater and flooding assessment in support of the proposed development. The report states that there will be no increase to the 100 year Average Recurrence Interval (ARI) flood levels beyond the upstream boundary of the Hermitage Precinct or downstream of Camden Valley Way. Council's Land Development Engineers have reviewed this report and agree with its findings. It is therefore considered that the proposed development meets the requirements set out in this section of the DCP.	Yes
Part 6.3 – Salinity and Soil	A Salinity Report must be prepared and lodged with every subdivision DA for	The applicant has submitted a Salinity Management Plan in support of the application. This	Yes

ORD01

**ORD01**

<b>Control</b>	<b>Requirement</b>	<b>Provided</b>	<b>Compliance</b>
Management	lands identified as being constrained by know salinity soils.	document makes several recommendations on how the proposed development can be carried out in order to minimise the impact of saline soils. Council staff have reviewed this document, agree with the recommendations therein and recommend that compliance with the Salinity Management Plan be made a development consent condition.	
Part 6.7 – Tree Protection and Biodiversity	Figure 23 of the DCP identifies vegetation of moderate significance that is to be retained where possible.	This vegetation occurs to the north-west of the proposed road crossing and therefore outside of the area to which this DA applies. Additionally, the applicant has provided an assessment of the proposal in terms of biodiversity which states that the proposed development will not negatively impact on the vegetation of moderate significance.	Yes
Part 6.8 - Contamination Management	Development Applications in AEC's must be accompanied by a detailed Phase 2 Assessment and where remediation is required, a RAP must be prepared and submitted with the proposed development application.	The applicant has provided a Phase 2 Contamination Report which identified one AEC within the subject site. Accordingly, a RAP was submitted and makes several recommendations on how the site can be made suitable for its future intended use.	Yes
Part B2 – Controls for Land Containing a Riparian Protection Area	The outcomes and requirements for land containing a riparian protection area must be adhered to in any development application lodged.	The proposed works are considered to be generally in accordance with the controls for riparian corridors in that the proposed works include the revegetation of the core riparian zone and the vegetative buffer. Additionally, a Vegetation Management Plan has been submitted which details all proposed works within the riparian corridor. It is therefore considered that the proposed development complies with the	Yes



Control	Requirement	Provided	Compliance
		relevant controls for riparian corridors.	

***(a)(iii) The Provision of any Planning Agreement that has been entered into under Section 94F, or any draft Planning Agreement that a developer has offered to enter into under Section 93F***

A whole of site Voluntary Planning Agreement (VPA) is currently being prepared for the overall Hermitage Lands. The VPA is currently on public notification from 26 September to 24 October 2012. The proposed South Creek crossing is listed as one of the works to be undertaken by Sekisui House as part of the VPA. This crossing and associated works are consistent with the draft VPA currently being assessed by Council staff.

***(a)(iv) The Regulations***

The Regulations prescribe several development consent conditions that will be included in any development consent issued for this development.

***(b) The likely impacts of the development, including environmental impacts on both the natural and built environments, and social and economic impacts on the locality***

As demonstrated by the above assessment, the proposed development is unlikely to have a significant impact on both the natural and built environments, and the social and economic conditions of the locality.

***(c) The suitability of the site***

As demonstrated by the above assessment, the site is considered to be suitable for the development. This development will achieve the objectives of the applicable E4 and RE2 zones and is consistent with the objectives and controls of the Turner Road DCP for the area. No unreasonable environmental impacts will result for the carrying out of the proposed development. It is on this basis that the land is considered to be suitable for this development.

***(d) Any submissions made in accordance with this Act or the Regulations***

The DA was publicly exhibited for a period of 30 days. The exhibition period was from 28 June to 29 July 2012. One submission was received during this notification period. **A copy of the submission is provided in the supporting documents.**

The following discussion addresses the issues and concerns raised in that submission.

1. The specific location of the bridge and relevant levels has not been agreed by all affected landowners.

*Officer Comment:*

The location of the bridge is identified in the Turner Road Development Control Plan (DCP) which went through a public consultation process. Council has been

provided owner's consent for the subject land and the location complies with the location shown in the DCP.

2. The height of the bridge structure with regard to TransGrids requirements.

*Officer Comment:*

TransGrid has provided a response to Council which states that the proposed development is consistent with its applicable requirements and controls. In terms of the height, the proposed crossing has a maximum height of 4.1m which is clear of any transmission lines/towers and therefore satisfies all TransGrid requirements.

3. The Development Application extends into lands owned by the Gregory Hills Corporate Group.

*Officer Comment:*

All of the proposed works are wholly contained within land owned by SH Camden Valley Pty Ltd. There is no encroachment onto adjacent lands in any capacity.

4. Provision of a Construction Management Plan.

*Officer Comment:*

The provision of a Construction Management Plan is a standard requirement prior to the release of a Construction Certificate. It is therefore a recommended development consent condition that a Construction Management Plan is prepared and submitted to the Principal Certifying Authority prior to the release of a Construction Certificate for the proposed development.

5. The impact on post development flood levels on adjacent lands.

*Officer Comment:*

The applicant has submitted a Stormwater and Flooding Assessment Report in support of the proposed development. The report states that there will be no increase to the 100 year Average Recurrence Interval (ARI) flood levels beyond the upstream boundary of the Hermitage Precinct or downstream of Camden Valley Way. Council's Land Development Engineer has reviewed this report and agrees with its findings. Furthermore, the revegetation and creek bed works proposed as part of the development will assist in mitigating any potential adverse impacts on post development flood levels.

**(e) The public interest**

The public interest is served through the detailed assessment of this DA under the *Environmental Planning and Assessment Act 1979*, *Environmental Planning and Assessment Regulations 2000*, *Environmental Planning Instruments*, *Development Control Plans* and policies. Based on the above assessment, the proposed development is consistent with the public interest.

The proposed crossing and associated works are consistent with the relevant objectives and controls of the applicable SEPP and DCP and will not result in any unreasonable environmental impacts. The development will result in the controlled and managed development of the land that will satisfactorily fulfil the objectives of its zones.



**EXTERNAL REFERRALS**

The proposed development is classed as Nominated Integrated Development pursuant to Section 91 of the *Environmental Planning and Assessment Act 1979* in that it requires a Controlled Activity Approval from the New South Wales Office of Water. The NSW Office of Water has forwarded General Terms of Approval (GTA) which state that no works are to commence within waterfront land prior to the issue of a Controlled Activity Approval (CAA). Compliance with the GTA is a recommended development consent condition.

The proposed development is also classed as Integrated Development pursuant to Section 201 of the *Fisheries Management Act 1994* in that a permit is required for works which includes the temporary or permanent obstruction of fish passage. As construction of the culvert crossing will require reclamation of land, this will alter the nature of fish passage at this location.

The NSW Department of Primary Industries has forwarded GTA which state that a CAA is to be obtained from the Office of Water for excavation works. In the instance a CAA is not required, the applicant must obtain a permit under the *Fisheries Management Act 1994* prior to construction. Compliance with the GTA is a recommended development consent condition.

Additionally, overhead transmission lines traverse the site along the southern side of the South Creek alignment. Consequently this part of the site is burdened by a TransGrid electrical easement. Pursuant to Clause 45 of the State Environmental Planning Policy (Infrastructure) 2007, the application was referred to TransGrid for comment. TransGrid raised concerns relating to specific levels shown on both drawings and the bridge crossing constraints report. These concerns related to an inconsistency with the levels shown on both documents. The applicant has since rectified the drawings to correlate with the constraints report. TransGrid have stated that the proposed road crossing and associated site works now satisfy the relevant requirements.

**CONCLUSION**

The DA has been assessed in accordance with Section 79C(1) of the *Environmental Planning and Assessment Act 1979* and all relevant instruments, plans and policies. Accordingly, DA 578/2012 is recommended for approval subject to the conditions listed in this report.

**DRAFT CONDITIONS OF CONSENT**

**1.0 - General Requirements**

The following conditions of consent are general conditions applying to the development.

- (1) **Development in Accordance with Plans** – The development is to be in accordance with plans and documents listed below, except as otherwise provided by the conditions of this consent:

Plan / Development No.	Description	Prepared by	Dated
7005/2447 Sheets 1-	Plan of Cross	YSCO Geomatics	21 March

9	Sections over Land Showing Detail and levels		2011
9422/DA01 Revision B	Layout Plan	J Wyndham Prince	24 August 2012
9422/DA02 Revision A	Plan Sheet	J Wyndham Prince	31 May 2012
9422/DA03 Revision B	Longitudinal Sections	J Wyndham Prince	24 August 2012
9422/DA04 Revision A	Cross Sections	J Wyndham Prince	31 May 2012
9422/DA05 Revision A	South Creek Longitudinal Section and Typical Sections A and B	J Wyndham Prince	31 May 2012
9422/DA06 Revision A	Soil and Water management Plan	J Wyndham Prince	31 May 2012
9422Rpt1B.docx	Stormwater and Flooding Assessment & Works Plan for South Creek Crossing	J Wyndham Prince	15 June 2012
12WOLPLA-0011	Vegetation Management Plan	EcoLogical	15 June 2012
34295.13	RAP – AEC 4 Scrap Metal Filled Creek	Douglas partners	May 2012
34295.12	Salinity Investigation and Management Plan	Douglas Partners	June 2012

Where there is an inconsistency between the approved plans/documentation and the conditions of this consent, the conditions of this consent override the approved plans/documentation to the extent of the inconsistency.

- (2) **Waterfront Areas Landscaping Maintenance & Establishment Period** -All Waterfront Landscaping works associated with this Consent are to be installed, established and maintained as per the Growth Centres Waterfront Land Strategy 2009, the approved Works Plan (WP) and Vegetation Management Plan (VMP) applicable to this Consent. The VMP applicable to this Consent is the VMP prepared by Eco Logical, Project No 12WOLPLA-0011, dated 15<sup>th</sup> June 2012, Version No 2, file location O:Synergy/Projects/12WOLPLA-0011, Prepared and Approved by Mr Steven House of Eco Logical Australia P/L and prepared for Sekisui House.

The Applicant will be responsible for the administration, implementation, monitoring, reporting and success of the Waterfront Areas Landscaping Maintenance and Establishment strategies during this period.

The maintenance and establishment period will be for five years or until such time as the Consent Authority (ie Camden Council) is satisfied that the outcomes stated in Part 3 (3.1) of the Waterfront Land Strategy have been successfully achieved.

The five year Maintenance and Establishment Period is to commence from the Date of Practical Completion (DPC).

Practical Completion is taken to mean completion of all civil works, soil preparation and treatment, initial weed control and completion of all planting, turf installation, installation of erosion controls and mulching.

The DPC is that date when the Applicant, the Office of NSW Water (Dept. of NOW) and the Consent Authority (ie Camden Council) agree that the waterfront landscaping works have been satisfactorily completed, as per the approved Landscaping Plans, agreements with the Consent Authority (ie Camden Council), Waterfront Land Strategy requirements, Works Plans and Vegetation Management Plans (VMP's) applying to this Consent and Construction Certificate.

It is the Applicant's responsibility to arrange a site inspection to determine and agree upon an appropriate DPC.

At the completion of the maintenance and establishment period, all areas of the waterfront works shall have signs of healthy and vigorous growth. Any plantings, or other areas of revegetation or rehabilitation that are in a state of decline, damaged or missing are to be replaced and established to a healthy, safe and vigorous condition.

For Council to accept the future maintenance for the subject site, the waterfront works must comply with the approved Landscaping Plans, Works Plan and applicable VMP.

Any waterfront works that require repair or replacement are to be repaired or replaced prior to the completion of the 5 year maintenance and establishment period.

- (3) **Protect Existing Vegetation and Natural Landscape Features** - Approval must be sought from Council prior to the removal, pruning, impact upon or any disturbance of the existing vegetation and natural landscape features, other than any existing vegetation and/or natural landscape feature authorised for removal, pruning, impact upon or disturbance by this Consent.

The following procedures must be strictly observed:

- (a) no additional works or access/parking routes, transecting the protected vegetation must be undertaken without Council approval; and
- (b) pedestrian and vehicular access within and through the protected vegetation must be restricted to Council approved access routes.

- (4) **General Terms of Approval** – The development must be carried out in accordance with the following General Terms of Approval / Conditions from Authorities, including:

- (a) NSW Office of Water General Terms of Approval dated 3 July 2012; and
- (b) Department of Primary Industries General Terms of Approval dated 2 July 2012.

- (5) **Compliance with the Remediation Action Plan** - All works proposed as part of the Remedial Action Plan (RAP) that includes remediation, excavation,

stockpiling, offsite disposal, backfilling, compaction, monitoring, validations, site management and security, health and safety of workers, must be undertaken in accordance with the RAP "Remedial Action Plan AEC 4 - Scrap Metal filled creek - The Hermitage, Gledswood Hills" by Douglas Partners project 34295.13 dated May 2012, EXCEPT AS EXPRESSELY PROVIDED BY A SEPARATE CONDITION OF THIS CONSENT.

Any variation or modification to the RAP in terms of compliance work must be requested from the Consent Authority's Environmental Health Branch in writing prior to variation. With regard to remediation work, any proposed validation of works must be approved by Council's Environmental Health branch in writing prior to the works being undertaken.

- (6) **Area of Works** - All activities associated with the development must be carried out within the boundaries of the site, and must be carried out in an environmentally satisfactory manner as defined under section 95 of the *Protection of the Environment Operation Act 1997*.
- (7) **Work Cover Authority** - All remediation work must comply with all relevant requirements of NSW Work Cover Authority.

## 2.0 - Construction Certificate Requirements

The following conditions of consent shall be complied with prior to the issue of a Construction Certificate.

- (1) **Protection for Existing Trees and Other Landscape Features On-site** - The protection of existing trees and other landscape features, other than any existing trees and natural landscape features authorised for removal, pruning, impact upon or disturbance by this Consent, must be carried out as specified in the Australian Standard AS 4970-2009 Protection of Trees on Development Sites.

All initial procedures for the protection of existing trees and landscape features as detailed in AS 4970-2009, must be installed prior to the commencement of any earthworks, demolition, excavation or construction works on the development site.

The works and procedures involved with the protection of existing trees and other landscape features are to be carried out by suitable qualified and experienced persons or organisations. This work should only be carried out by a fully insured and qualified Arborist.

Suitable qualifications for an Arborist are to be a minimum standard of Australian Qualification Framework (AQF) Level 3 in Arboriculture for the actual carrying out of tree works and AQF Level 5 in Arboriculture for Hazard, Tree Health and Risk Assessments and Reports.

- (2) **Civil Engineering Plans** - Indicating drainage, roads, accessways, earthworks, pavement design, details of linemarking and traffic management details must be prepared strictly in accordance with the relevant Development Control Plan and Engineering Specifications, and are to be submitted for approval to the Principal Certifying Authority prior to the Construction Certificate being issued.

### Note:

- (a) Under the *Roads Act 1993*, only the Council can issue a Construction Certificate for works within an existing road reserve.
  - (b) Under section 109E of the *Environmental Planning and Assessment Act 1997*, Council must be nominated as the Principal Certifying Authority for subdivision work and has the option of undertaking inspection of physical construction works.
- (3) **Environmental Site Management Plan** - An Environmental Site Management Plan must be submitted to the Certifying Authority for approval and inclusion in any application for a Construction Certificate. The plan must be prepared by a suitably qualified person in accordance with AS/NZ ISO 14000 – 2005 and must address, but not be limited to, the following:
- (a) all matters associated with Council's Erosion and Sediment Control Policy;
  - (b) all matters associated with Occupational Health and Safety;
  - (c) all matters associated with Traffic Management/Control; and
  - (d) all other environmental matters associated with the site works such as noise control, dust suppression and the like.
- (4) **Performance Bond** - Prior to the issue of the Construction Certificate, a performance bond of 10% value of the works must be lodged with Camden Council in accordance with Camden Council's Engineering Construction Specifications.
- (5) **Traffic Management Procedure** - Traffic management procedures and systems must be introduced during construction of the development to ensure safety. Such procedures and systems must be in accordance with AS 1742.3 1985 and to the requirements and approval of Council. Plans and proposals must be approved by Council prior to the Construction Certificate being issued.
- (6) **Water Quality Facilities** - Water quality facilities must be provided for the site in accordance with Camden Council's Engineering Specifications.
- (7) **Waterfront Construction Works** - A Construction Certificate will not be issued over any part of the site that requires a Controlled Activity Approval (CAA) issued by NSW Office of Water (NOW) until a copy of the CAA has been provided to the Consent Authority (ie Camden Council).
- (8) **Comprehensive Environmental Management Plans** - To support the remediation strategy, a comprehensive Environmental Management Plan is required to be completed and submitted to the Certifying Authority for concurrence prior to the issue of the Construction Certificate of the consent. The plan is to include the requirements of:
- Soil and Erosion Management Plan
  - Noise Control Plan
  - Dust Control Plan
  - Odour Control Plan
  - Contingency measures for environmental incidents.

### 3.0 - Prior To Works Commencing

The following conditions of consent shall be complied with prior to any works commencing on the development site.

- (1) **Stabilised Access Point** - A Stabilised Access Point (SAP) incorporating a truck shaker must be installed and maintained at the construction ingress/egress location prior to the commencement of any work. The provision of the SAP is to prevent dust, dirt and mud from being transported by vehicles from the site. Ingress and egress of the site must be limited to this single access point.
- (2) **Soil Erosion and Sediment Control** - Soil erosion and sediment controls must be implemented prior to works commencing on the site.

Soil erosion and sediment control measures must be maintained during construction works and must only be removed upon completion of the project when all landscaping and disturbed surfaces have been stabilised (ie with site turbing, paving or revegetation).

Where a soil erosion and sediment control plan (or details on a specific plan) has been approved with the development consent, these measures must be implemented in accordance with the approved plans. In situations where no plans or details have been approved with the development consent, site soil erosion and sediment controls must still be implemented where there is a risk of pollution occurring.

Provide a stabilised entry/exit point. The access should be a minimum of 2.5m wide and extend from the kerb to the building line. The access should consist of aggregate at 30-40mm in size.

Vehicle access is to be controlled so as to prevent tracking of sediment onto adjoining roadways, particularly during wet weather or when the site has been affected by wet weather.

- (3) **Licences** - It is the responsibility of the applicant/land owner/site operator to ensure that all relevant licences are obtained from all appropriate authorities in accordance with relevant legislation requirements prior to the commencement of remediation works.

### 4.0 - During Construction

The following conditions of consent shall be complied with during the construction phase of the development.

- (1) **Civil Engineering Inspections** - Where Council has been nominated as the Principal Certifying Authority (PCA), inspections by Council's Engineer are required to be carried out at the following stages of construction:
  - (a) prior to installation of sediment and erosion control measures;
  - (b) prior to backfilling pipelines and subsoil drains;
  - (c) prior to casting of pits and other concrete structures, including kerb and gutter, roads, accessways, aprons, pathways and footways, vehicle crossings, dish crossings and pathway steps;

- (d) proof roller test of subgrade and sub-base;
- (e) roller test of completed pavement prior to placement of wearing course;
- (f) prior to backfilling public utility crossings in road reserves;
- (g) prior to placement of asphaltic concrete;
- (h) final inspection after all works are completed and "Work As Executed" plans, including work on public land, have been submitted to Council.

Where Council is not nominated as the PCA, documentary evidence in the form of Compliance Certificates stating that all work has been carried out in accordance with Camden Council's Development Control Plan 2011 and Engineering Specifications must be submitted to Council prior to the issue of the Subdivision Certificate.

- (2) **Contingency for Unexpected Finds** - Should unexpected conditions be encountered during demolition, remediation or construction phases of the redevelopment the following general approach must be adopted:
- (i) notify the Principal Representative (PR) of the occurrence;
  - (ii) place a barricade around the affected area and cease work in that area;
  - (iii) notify the environmental consultant for the assessment of the severity of the find in terms of the potential impact to human health and the environment;
  - (iv) provision of advice from the Environmental Consultant to the PR and site Auditor regarding the recommended course of action;
  - (v) obtain necessary approvals from the Site Auditor and Camden Council;
  - (vi) implementation of the agreed management / remedial strategy.
- (3) **Location of Stockpiles** - Stockpiles of soil material should not be located on/near any drainage lines or easements, natural watercourses or water bodies, footpath or roadway without first providing suitable protective measures adequate to protect these water bodies. All stockpiles of contaminated materials must be suitably covered to prevent dust and odour nuisance. Stockpiling must only occur within the bounds of the defined site.
- (4) **Offensive Noise, Dust, Odour, Vibration** - Remediation work must not give rise to offensive noise or give rise to dust, odour, vibration as defined in the Protection of the Environment Operations Act 1997" when measured at the property boundary.
- (5) **Fill Material** - Importation and/or placement of any fill material on the subject site, a validation report and sampling location plan for such material must be submitted to and approved by the Principal Certifying Authority.

The validation report and associated sampling location plan must:

- (a) be prepared by a person with experience in the geotechnical aspects of earthworks, and
- (b) be endorsed by a practising engineer with Specific Area of Practice in Subdivisional Geotechnics, and
- (c) be prepared in accordance with:

For Virgin Excavated Natural Material (VENM):

- (i) the Department of Land and Water Conservation publication "Site investigation for Urban Salinity", and
- (ii) the Department of Environment and Conservation - Contaminated Sites Guidelines "Guidelines for the NSW Site Auditor Scheme (Second Edition) - Soil Investigation Levels for Urban Development Sites in NSW".

(d) confirm that the fill material:

- (i) provides no unacceptable risk to human health and the environment;
- (ii) is free of contaminants;
- (iii) has had salinity characteristics identified in the report, specifically the aggressiveness of salts to concrete and steel (refer Department of Land and Water Conservation publication "Site investigation for Urban Salinity");
- (iv) is suitable for its intended purpose and land use; and
- (v) has been lawfully obtained.

Sampling of VENM for salinity of fill volumes:

- (e) less than 6000m<sup>3</sup> - 3 sampling locations,
- (f) greater than 6000m<sup>3</sup> - 3 sampling locations with 1 extra location for each additional 2000m<sup>3</sup> or part thereof.

For (e) and (f) a minimum of 1 sample from each sampling location must be provided for assessment.

Sampling of VENM for Contamination and Salinity should be undertaken in accordance with the following table:

Classification of Fill Material	No of Samples Per Volume	Volume of Fill (m <sup>3</sup> )
Virgin Excavated Natural Material	1 <i>(see Note 1)</i>	1000 or part thereof

**Note 1:** Where the volume of each fill classification is less than that required above, a minimum of 2 separate samples from different locations must be taken.

- (6) **Proposed Works** - All earthworks, infrastructure and landscaping on site must be carried out in accordance with "Report on Salinity Investigation and Management Plan- South Creek Riparian Corridor The Hermitage, Gledswood Hills prepared by Douglas Partners project 34295.12 dated June 2012.
- (7) **Construction Noise Levels** - Noise levels emitted during remediation works shall be restricted to comply with the construction noise control guidelines set out in Chapter 171 of the NSW EPA's Environmental Noise Control Manual.

This manual recommends:

Construction period of 4 weeks and under:

The L10 level measured over a period of not less than 15 minutes when the construction site is in operation must not exceed the background level by more than 20 dB(A).

Construction period greater than 4 weeks:

The L10 level measured over a period of not less than 15 minutes when the construction site is in operation must not exceed the background level by more than 10 dB(A).

- (8) **Removal of Waste Materials** - Where there is a need to remove any identified materials from the site that contain fill / rubbish / asbestos, this material will need to be assessed in accordance with the NSW DECC Waste Classification Guidelines (April 2008) (refer [www.environment.nsw.gov.au/waste/envguidlms/index.htm](http://www.environment.nsw.gov.au/waste/envguidlms/index.htm)). Once assessed, the materials will be required to be disposed to a licensed waste facility suitable for the classification of the waste with copies of tipping dockets supplied to Council.
- (9) **Compliance of Remediation Work** - All remediation work must also comply with the following requirements:
- Contaminated Land Management Act 1997;
  - Department of Urban Affairs and Planning - Contaminated Land Planning Guidelines 1998;
  - SEPP55 - Remediation of Land;
  - Sydney Regional Plan No. 20 Hawkesbury Nepean River (No.2 -1997); and,
  - Camden Council's Adopted Policy for the Management of Contaminated lands.
- (10) **Bridge Balustrade Material** – The steel balustrade over the bridge must be constructed of galvanised material only.
- (11) **Culvert Floor Finish** – The rock and soil substrate on the culvert floor and rock rip rap areas at both end of the culverts must be finished level and evenly to Council's satisfaction to allow access and cleaning using a machine. An access point must be provided to facilitate the cleaning of silt and other waste materials at this location to Council's satisfaction.

### 5.0 - Subdivision Certificate

The following conditions of consent shall be complied with prior to the issue of a Subdivision Certificate.

- (1) **Maintenance Bond** - A maintenance bond in the form of an unconditional bank guarantee or cash bond, being 10% of the value of civil works must be lodged with Council prior to the release of the Subdivision Certificate. This bond is to cover the maintenance of civil works constructed during subdivision works and any damage to existing roads, drainage lines, public reserves or other Council property or works required as a result of work not in accordance with Council's standards, and/or development consent conditions.

The maintenance bond shall be for twelve (12) months or such longer period as determined by Council's engineer, and shall commence on the date of release of the linen plan in the case of subdivision works or the date of the issue of the Compliance Certificate in the case of development works.

**Note 1:** In accordance with Council's current Fees and Charges, an administration fee for processing of bonds in the form of cash or bank guarantees is applicable.

**Note 2:** It should be noted that Council will not refund/release the maintenance bond unless a suitable replacement bond is submitted.

- (2) **Value of Works** - Prior to release of the Subdivision Certificate, the applicant must submit itemised data and value of civil works for the inclusion in Council's Asset Management System. The applicant can obtain from Council upon request a template and requirements for asset data collection.
- (3) **Services** - Prior to the issue of any Subdivision Certificate, the following service authority certificates/documents must be obtained and submitted to the Principal Certifying Authority for inclusion in any Subdivision Certificate application:
  - (a) a certificate pursuant to s.73 of the *Sydney Water Act 1994* stating that both water and sewerage facilities are available to each allotment. Application for such a certificate must be made through an authorised Water Servicing Co-ordinator;
  - (b) a Notification of Arrangements from Endeavour Energy; and
  - (c) written advice from an approved telecommunications service provider (Telstra, Optus etc) stating that satisfactory arrangements have been made for the provision of underground telephone plant within the subdivision/development.
- (4) **Subdivision Certificate Release** - The issue of a Subdivision Certificate is not to occur until the development can be connected to a public road.
- (5) **Works as Executed Plan** - Prior to the issue of any Subdivision Certificate, a works-as-executed plan in both hard copy and electronic form (.dwg files or equivalent) in accordance with Camden Council's current Engineering Construction Specifications must be provided. Additionally, a Works as Executed Plan that identifies the areas requiring remediation and the extent of the works undertaken (that includes any encapsulation work) must be prepared by a registered surveyor and be submitted to the Consent Authority (Camden Council) with the final Site Validation Report.
- (6) **Show Easements on the Plan of Subdivision** - The developer must acknowledge all existing easements on the final Plan of Subdivision.
- (7) **Show Restrictions on the Plan of Subdivision** - The developer must acknowledge all existing restrictions - on the use of the land on the final Plan of Subdivision.
- (8) **Plot Watercourses** - The developer must chart the natural watercourse on the subdivision.

- (9) **Section 88b Instrument** - The developer must prepare a Section 88B Instrument for approval by the Principal Certifying Authority which incorporates all existing and proposed easements and restrictions as to user.
- (10) **Burdened Lots to Be Identified** - Any lots subsequently identified during construction of the subdivision as requiring restrictions must also be suitably burdened.
- (11) **Final Layer of Asphaltic Concrete** - Prior to the issue of the Subdivision Certificate the Final Layer of Asphaltic Concrete is to be installed on all proposed public roads within this subdivision.
- (12) **Site Validation Report** – Prior to the issue of Subdivision Certificate, a Validation Report incorporating a notice of completion must be submitted to the Consent Authority. The requirements of clause 7.2.4 (a) - (d) and clause 9.1.1 of Council's adopted policy and clause 17 & 18 of SEPP 55 for the completed remediation works. The notice/s or report/s must confirm that all decontamination and remediation works have been carried out in accordance with the remediation plan and must be submitted to the Consent Authority within 30 days following the completion of the works. The Validation Report must be reviewed by an Officer of the Environmental Health Branch and be approved in writing by the relevant Officer prior to the issue of the Construction Certificate for bulk earthworks.
- (13) **Site Audit Statement** - At the conclusion of all remediation and prior to the issue of a Subdivision Certificate, the applicant shall have all remediation work and validation documentation reviewed by an independent NSW Site Auditor accredited by the Environment Protection Authority under the *Contaminated Land management Act 1997*. The auditor shall undertake a full site audit of the works and documentation and provide a Site Audit Statement (SAS) that clearly states if the land is suitable for the intended use. The SAS must be submitted to the Consent Authority (Camden Council) within 30 days following the completion of the remediation and Bulk earthworks.
- Note:** Where the SAS is subject to conditions that require ongoing review by the Auditor or Council, these need to be discussed with Council's Environmental Health Branch before the SAS is issued.
- (14) **Installation of Street Trees and Their Protective Guards and Bollards**
- (a) All street trees are to have well constructed tree guard protection installed. A minimum requirement is the installation of at least 3 bollards per street tree. The bollards are to be installed approximately 1m from the main stem of the tree. The bollards are to be sourced in minimum 1.8m length, which will allow for 1.2m above ground exposure and .6m buried support. The bollards are to be timber (or other acceptable composite material) and a minimum 150mm x 150mm width. Timber bollards are to be a durability minimum of H4 CCA.
- (b) All street trees are to have root barrier installation to the kerb.
- (c) Prior to the issue of the Occupation Certificate, any nature strip street trees, their tree guards, protective bollards, garden bed surrounds or root

barrier installation which are disturbed, relocated, removed, or damaged must be successfully restored.

- (d) Any repairs, relocations, installations or replacements needed to the street trees, bollards, garden bed surrounds, tree guards or existing root guard barriers, are to be completed with the same type, species, plant maturity, materials and initial installation standards and the works and successful establishment of the trees carried out prior to the issue of a Subdivision Certificate.
- (15) **Street Trees, Their Tree Root Barrier Guards, Protective Guards and Bollards** - During any earthworks and development works relating to this Consent, the Applicant is advised:
- (a) that any nature strip street trees, their tree guards, protective bollards, garden bed surrounds or root barrier installation which are disturbed, relocated, removed, or damaged must be successfully restored at the time the damage or disturbance occurred;
- (b) any repairs, relocations, reinstallations or replacements needed to the street trees, bollards, garden bed surrounds, tree guards or existing root guard barriers are to be completed with the same type, species, plant maturity, materials and initial installation standards, and the works and successful establishment of the trees carried out prior to the issue of a Subdivision Certificate.
- (16) **Culvert Floor and Rock Rip Rap Areas** – The rock rip rap area and culvert floor must be cleaned at the end of the maintenance period prior to dedication to Council.

#### END OF CONDITIONS

#### RECOMMENDED

**That Council approve Development Application 578/2012 for the construction of a road crossing over South Creek including remediation, engineering works, rehabilitation works, drainage, landscaping and associated site works at 810 Camden Valley Way, Gledswood Hills, subject to the conditions listed above.**

#### ATTACHMENTS

1. Proposed plans
2. Indicative Layout Plan (ILP)
3. Submission - *Supporting Document*

CAMDEN COUNCIL



SEKISUI HOUSE

**THE HERMITAGE - SOUTH CREEK CROSSING**  
**PROPOSED CULVERT CROSSING, ROAD AND DRAINAGE WORKS**  
**DEVELOPMENT APPLICATION**



LOCALITY SKETCH

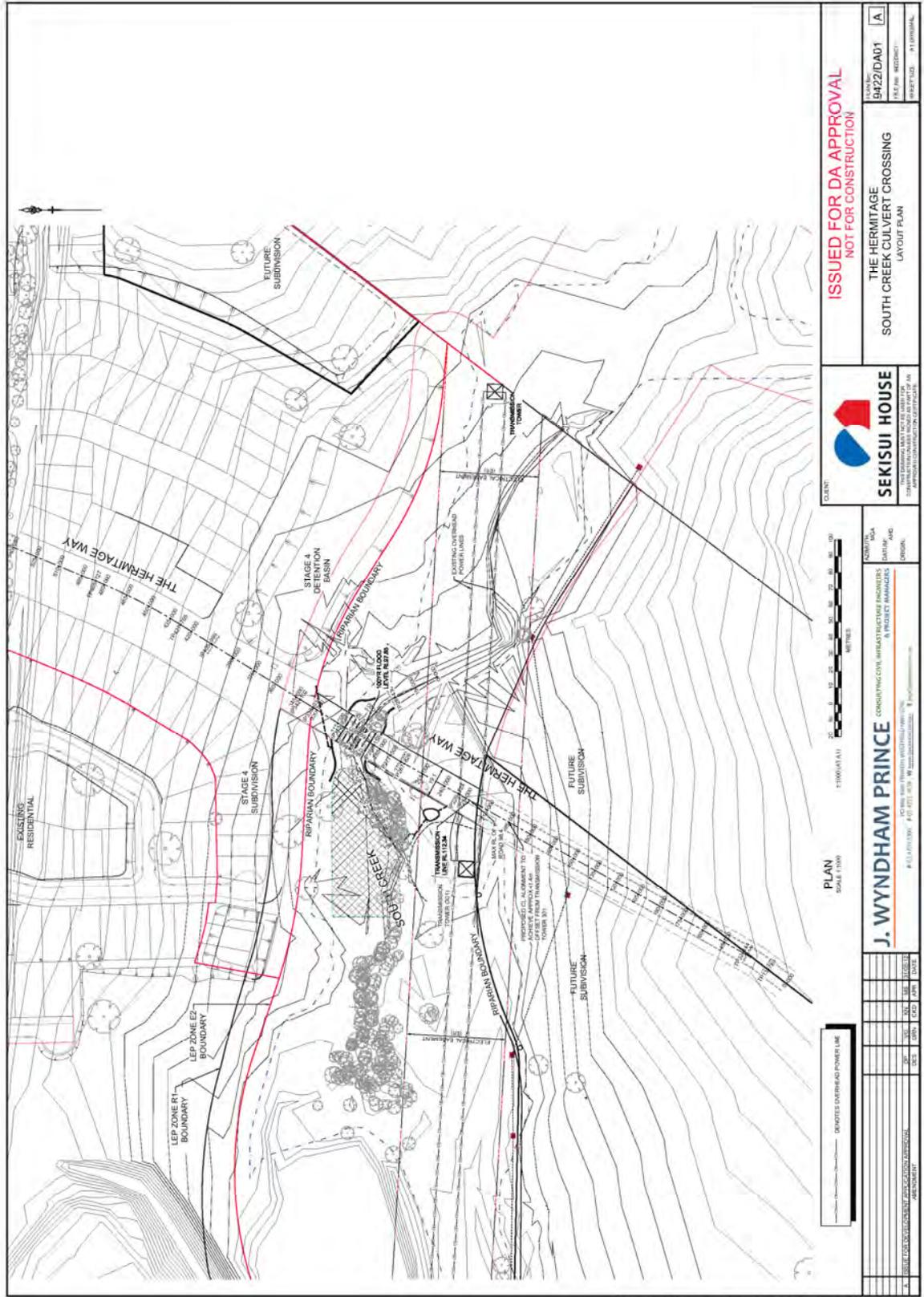
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LOCALITY SKETCH  
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ISSUED FOR DA APPROVAL  
 NOT FOR CONSTRUCTION

9422/DMA00  
 A

Attachment 1  
ORD01



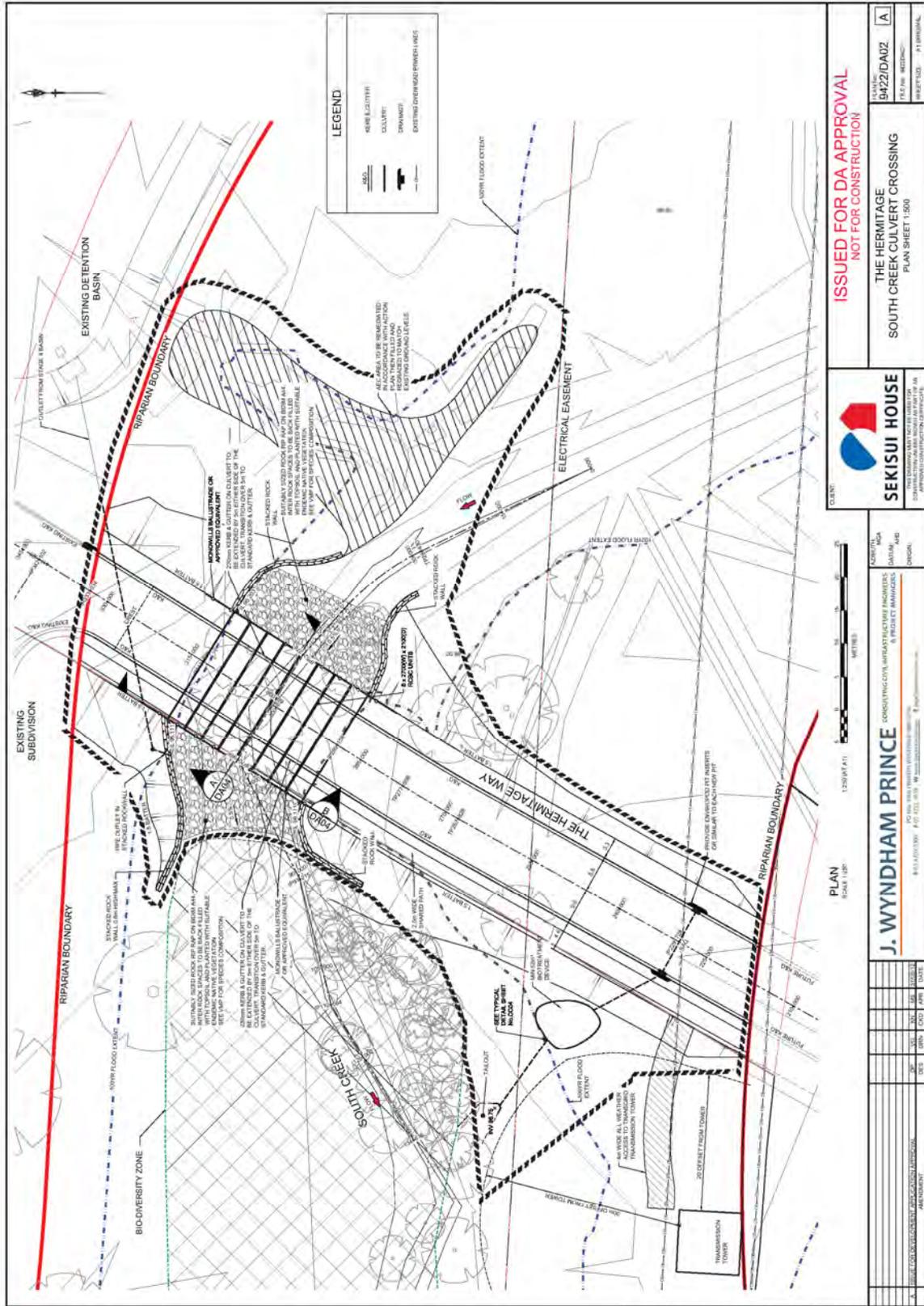
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DATE: 18/08/2011  
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ORD01

Attachment 1













## ORDINARY COUNCIL

ORD02

ORD02

**SUBJECT:** OUTCOME OF LAND AND ENVIRONMENT COURT PROCEEDINGS  
FOR THE RETENTION OF AN EXISTING SINGLE STOREY DWELLING  
AS A SECONDARY DWELLING AT NO 955 (LOT 10, DP27602)  
CAMDEN VALLEY WAY, CATHERINE FIELD

**FROM:** Director, Development and Health

**BINDER:** DA498/2012

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**APPLICATION NO:** 498/2012  
**PROPOSAL:** Retention of an existing single storey dwelling as a  
secondary dwelling  
**PROPERTY ADDRESS:** 955 Camden Valley Way, Catherine Field  
**PROPERTY DESCRIPTION:** Lot 10, DP 27602  
**ZONING:** RU4 Primary Production Small Lots  
**OWNER:** E Rafailidis & K Rafailidis

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### PURPOSE OF REPORT

The purpose of this report is to advise Council of the outcome of Land and Environment Court (LEC) proceedings, Camden Council v Rafailidis (NSW) LEC 51, LEC 125 and LEC 217 and the legal costs incurred by Council associated with these proceedings.

### BACKGROUND

By a notice of determination dated 22 October 2008, Council approved Development Application (DA) 701/2008 which proposed the erection of a new two storey dwelling at 955 Camden Valley Way, Catherine Field.

The development consent included conditions that required the lodgement of a separate DA for the demolition of the existing single storey fibro dwelling and the demolition of that dwelling to occur within 28 days of the completion of the new dwelling. These conditions were not satisfied, the new dwelling was occupied and the existing single storey dwelling remained on site.

Council undertook enforcement action by way of issuing orders requiring compliance with the conditions of consent, however these orders were not complied with.

This matter was reported to Council on 19 April 2011, where Council resolved:

*“that the matter be referred to Council's Solicitors to commence legal proceedings against Efrem and Koula Rafailidis of No 955 (Lot 10 DP 27602) Camden Valley Way, Catherine Field, for the offences of carrying out a development non-compliant with conditions of Development Consent and development that is prohibited under Camden LEP 2010.”*

## MAIN REPORT

In accordance with Council's resolution, the matter was referred to Council's solicitor and Class 4 legal proceedings were commenced in the Land and Environment Court.

In March 2012, the Court found in favour of Council and made a Court Order that required within 90 days that the dwelling be demolished or DA consent be obtained to allow the dwelling to remain in some form or another. Council was awarded costs in these proceedings.

In May 2012, a DA (DA498/2012) was lodged with Council seeking to retain the dwelling on the site as a 'secondary dwelling'. The DA was refused as the dwelling failed to satisfy the requirements for a 'secondary dwelling' under Camden LEP 2010, with the primary issue being that the dwelling was too large to be supported as a secondary dwelling.

The applicant lodged an appeal in the Land and Environment Court against the refusal of the DA. During the Court appeal, the applicant agreed to modify the dwelling (including partial demolition) to comply with the size requirements under Camden LEP 2010 for a secondary dwelling and therefore address the reasons for refusal. The Court subsequently granted consent for the secondary dwelling subject to these modifications.

In July 2012, Council sought that the Court impose a time frame for the required works to be completed. The Court has ordered that the required demolition and modification works be completed by 4 July 2013. The Court also ordered that the owners pay Council's costs in these proceedings.

Council staff will monitor the site to confirm that the Court Order is complied with by 4 July 2013.

**A copy of the Court judgements is provided in the supporting documents to the Business Paper.**

## LEGAL COSTS

The legal costs incurred by Council in these proceedings to date are \$69,132. The Court has ordered the owners pay Council's costs in respect to some of these proceedings. The amount to be paid by the owners is still being negotiated.

## RECOMMENDED

**That Council receive and note this information.**

## ATTACHMENTS

1. Court Judgement No 1 - *Supporting Document*
2. Court Judgement No 2 - *Supporting Document*
3. Court Judgement No 3 - *Supporting Document*



## ORDINARY COUNCIL

ORD03

ORD03

**SUBJECT:** STAGED SUBDIVISION (2 STAGES) TO CREATE A TOTAL OF 32 RESIDENTIAL LOTS, 1 RESIDUE LOT, 1 RIPARIAN CORRIDOR LOT AND CONSTRUCTION OF ROADS, DRAINAGE, LANDSCAPING AND ASSOCIATED SITE WORKS, 65 HILDER STREET, ELDERSLIE

**FROM:** Director, Development and Health

**BINDER:** Development Applications 2011 - DA1387/2011

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**APPLICATION NO:** 1387/2011  
**PROPOSAL:** Staged subdivision to create a total of 32 residential lots, 1 residue lot, 1 riparian corridor lot and construction of roads, drainage, landscaping and associated site works  
**PROPERTY ADDRESS:** 65 Hilder Street, Elderslie  
**PROPERTY DESCRIPTION:** Lot 1, DP 612821  
**ZONING:** R1 General Residential  
**OWNER:** Corfield Developments  
**APPLICANT:** Saxons Property Group C/- Corfield Developments

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### PURPOSE OF REPORT

The purpose of this report is to seek Council's determination of a development application (DA) for a staged subdivision of land to create a total of 32 residential lots, 1 residue lot, 1 riparian corridor lot and construction of roads, drainage, landscaping and associated site works at 65 Hilder Street, Elderslie.

The DA is referred to Council for determination in accordance with its delegations due to unresolved issues in submissions received from the public and a variation to Camden Development Control Plan 2011.

### SUMMARY OF RECOMMENDATION

That Council determine DA 1387/2011 for a staged subdivision of land to create a total of 32 residential lots, 1 residue lot and 1 riparian corridor lot, and construction of roads, drainage, landscaping and associated site works, pursuant to Section 80 of the *Environmental Planning and Assessment Act 1979* by granting of consent subject to conditions contained in this report.

### EXECUTIVE SUMMARY

Council previously considered this DA for subdivision, (which formerly sought consent for a total of 34 lots) at the Ordinary Meeting held on 9 October 2012. A copy of the previous assessment report is included as **Attachment 2**.

At this meeting Councillors resolved that:

- i. *Council defer this item until the next Council meeting on 23 October 2012; and*

**ORD03**

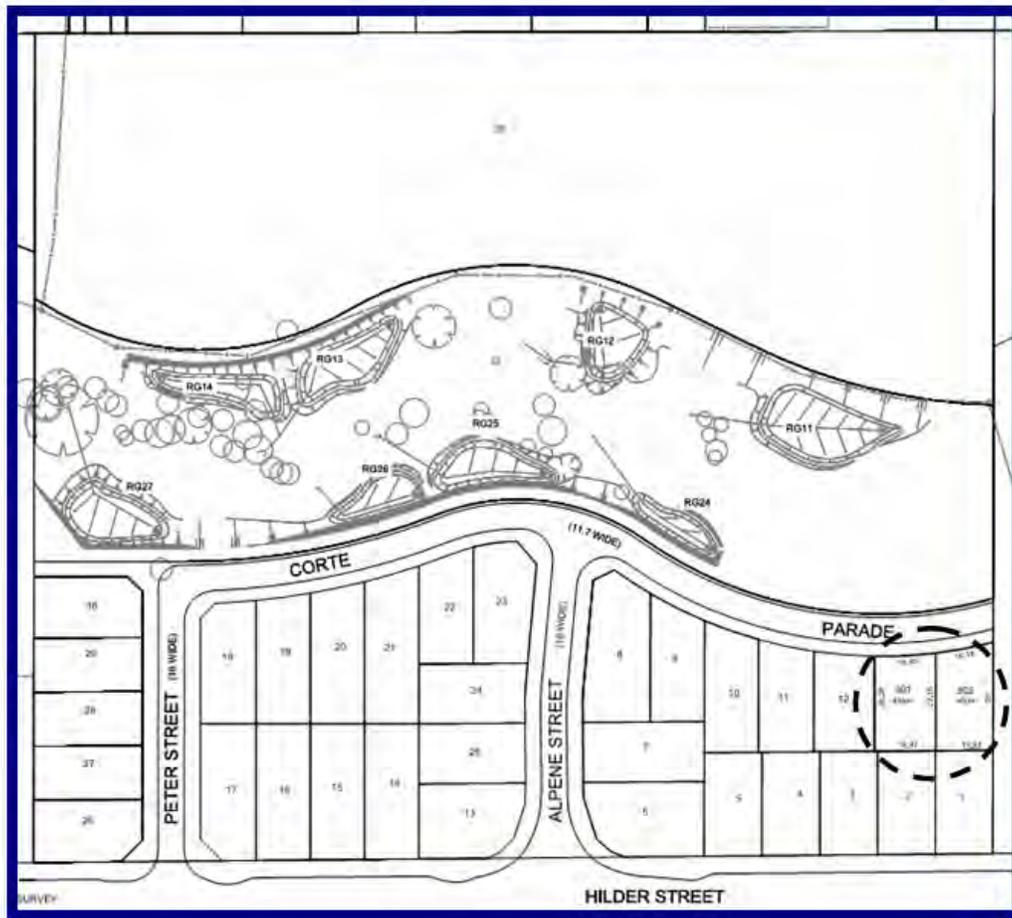
- ii. Before that time, Council officers attempt to speak to the developers to negotiate the removal of the following two lots, lot 8 and lot 19, and any other subsequent items that are raised as a result of this negotiation.

Following the meeting held on 9 October 2012, Council officers met with the land owner in accordance with the above resolution. The application has since been amended to include the deletion of lots 8 and 19 and the associated rearrangement of surrounding lot boundaries and renumbering of lots. This has resulted in a reduction of 2 lots to create an overall total of 32 lots, as requested by Council.

The amended plans are listed as **Figures 1 and 2** below and provided as **Attachment 1**.



**FIGURE 1: STAGE 1**



**FIGURE 2: STAGE 2**

**ASSESSMENT**

The modified plans have been assessed against Camden Development Control Plan 2011 (DCP). All of the lots remain compliant with the DCPs minimum lot size and lot width controls, however the proposal still contains one variation to the average lot size required by the Elderslie Master Plan.

The Master Plan requires lots in “Area 3” to have an average lot size of 525m<sup>2</sup>. The previous proposal containing 34 lots had an average lot size of 481m<sup>2</sup>, which Council officers previously supported for the reasons listed in the assessment report included as **Attachment 2**.

The modified plans submitted following the Council resolution result in an average lot size of 511m<sup>2</sup>, which is closer to the average lot size of 525m<sup>2</sup> required.

Based on the assessment, it is recommended that the DA be approved subject to the conditions contained in the previous Council report, included as **Attachment 2**. It is noted that some of the draft conditions of consent referencing the previous plans and the Section 94 contributions are required to be modified to reflect the current plans and amended lot yield.

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**CONCLUSION**

The DA has been assessed in accordance with Section 79C(1) of the *Environmental Planning and Assessment Act 1979* and all relevant instruments, plans and policies. Accordingly, DA 1387/2011 is recommended for approval subject to the conditions listed in this report.

**RECOMMENDED**

**That Council approve Development Application 1387/2011 for a staged subdivision of land (2 stages) to create a total of 32 residential lots, 1 residue lot and 1 riparian corridor lot, and construction for roads, drainage, landscaping and associated site works at No 65 (Lot 1, DP 612821) Hilder Street, Elderslie, subject to the conditions contained in Attachment 2, and modified as required under delegation to reflect the current plans in Attachment 1.**

**ATTACHMENTS**

1. Amended plans
2. Previous Report of 9 October 2012
3. Submissions - *Supporting Document*
4. Addresses of Submissions - *Supporting Document*



ORD03

Attachment 1

Attachment 1

ORD03





## ORDINARY COUNCIL

**ORD04**

**SUBJECT: STAGED SUBDIVISION (2 STAGES) TO CREATE A TOTAL OF 34 RESIDENTIAL LOTS, 1 RESIDUE LOT, 1 RIPARIAN CORRIDOR LOT AND CONSTRUCTION OF ROADS, DRAINAGE, LANDSCAPING AND ASSOCIATED SITE WORKS**

**FROM:** Director, Development and Health

**BINDER:** DA 1387/2011

**APPLICATION NO:** 1387/2011  
**PROPOSAL:** Staged subdivision (2 stages) to create a total of 34 residential lots, 1 residue lot, 1 riparian corridor lot and construction of roads, drainage, landscaping and associated site works  
**PROPERTY ADDRESS:** 65 Hilder Street, Elderslie  
**PROPERTY DESCRIPTION:** Lot 1, DP 612821  
**ZONING:** R1 General Residential  
**OWNER:** Corfield Developments  
**APPLICANT:** Saxons Property Group C/- Corfield Developments

### PURPOSE OF REPORT

The purpose of this report is to seek Council's determination of a development application (DA) for a staged subdivision of land (2 stages) to create a total of 34 residential lots, 1 residue lot, 1 riparian corridor lot and construction of roads, drainage, landscaping and associated site works at No 65 Hilder Street, Elderslie.

The DA is referred to Council for determination in accordance with its delegations due to unresolved issues in submissions received from the public and a variation to Camden Development Control Plan 2011.

### SUMMARY OF RECOMMENDATION

That Council determine Development Application No 1387/2011 for a staged subdivision of land (2 stages) to create a total of 34 residential lots, 1 residue lot, 1 riparian corridor lot and construction of roads, drainage, landscaping and associated site works, pursuant to Section 80 of the *Environmental Planning and Assessment Act 1979* by granting of consent subject to conditions contained in this report.

### EXECUTIVE SUMMARY

Council is in receipt of a DA for a staged subdivision of land (2 stages) to create a total of 34 residential lots, 1 residue lot, 1 riparian corridor lot and construction of roads, drainage, landscaping and associated site works at 65 Hilder Street, Elderslie.

The DA has been assessed against the *Environmental Planning and Assessment Act 1979*, the *Environmental Planning and Assessment Regulations 2000*, relevant *Environmental Planning Instruments*, *Development Control Plans* and policies. The outcome of this assessment is detailed further in this report.

This is the report submitted to the Ordinary Council held on 9 October 2012 - Page 1

ORD03

Attachment 2



In its original form (consisting of 3 stages and 84 residential lots), the DA was notified in accordance with Camden Development Control Plan 2011 and 16 submissions were received (all objecting to the proposal).

Following this, the application was amended by reducing the number of residential lots from 84 lots to 73 lots, in 3 stages. The amended plans were renotified and 5 new submissions were received (also all objecting to the proposal).

The application was assessed and a report was prepared for determination by Council at its Ordinary meeting of 28 August 2012 however, the application was withdrawn from consideration at the request of the applicant.

Since that time, the DA has been amended further to include only Stage 1 and Stage 3 (now known as Stage 2), resulting in a total of 34 residential lots. The submissions previously received mostly related to non-compliant lot sizes within the former Stage 2 of the development. As this stage has since been deleted from the proposal, it was not considered necessary to renotify the application for a third time.

The application in its final form is compliant with all relevant planning controls, with the exception of the average lot size prescribed by the Elderslie Master Plan in the DCP. The area proposed to be subdivided requires an average lot size of 525m<sup>2</sup> however the proposal only provides an average lot size of 481m<sup>2</sup>.

Council staff have assessed this DCP variation and recommend that it be supported. The application complies with the minimum lot size and lot width controls prescribed by the Master Plan, therefore providing sufficient site area for future dwellings. Council has previously approved other applications both over and below the average lot size control. As this application represents only part of the urban release area, it is expected that overall, the required average lot sizes can still be met in Elderslie.

Based on the assessment of the amended application, it is recommended that the DA be approved subject to the conditions contained in this report.

#### SITE LOCATION PLAN

A Site Location Plan is provided in **Figure 1** below:



**FIGURE 1: SITE LOCATION PLAN**

ORD03

Attachment 2



### THE SITE

The subject site is commonly known as No 65 Hilder Street, Elderslie and is legally described as Lot 1, DP 612821.

The site has a frontage of 265m to Hilder Street, a depth on 230m and an overall site area of 6.084ha.

The subject site is currently vacant and slopes from both the western front and eastern rear boundaries towards the riparian corridor running through the middle of the site, known as the "Oxley Rivulet".

The surrounding area is characterised by a mixture of residential and recreational land uses, with the developing Elderslie urban release area to the east, Elderslie Public School to the south east, the existing portion of Elderslie to the south and west, Elderslie High School to the west and the public recreation areas known as Harrington Green and Kirkham Park to the north west and north.

### HISTORY

The development history of the subject site is summarised in the following table:

Date	Development
17/11/1980	Lot 1, DP 612821 (65 Hilder Street) was created.
30/6/2005	DA 1025/2003 was approved for new utilities/services (trunk drainage works within the riparian corridor).
11/1/2008	DA 1174/2007 was approved for the demolition of 2 dwellings.
9/3/2011	DA 1165/2006 was approved for the subdivision of land to create 16 residential lots, 2 residue lots and a drainage reserve (it is noted that these works have not yet commenced).

### THE PROPOSAL

Development Application No. 1387/2011 (as amended) seeks approval for a staged subdivision of land (2 stages) to create 34 residential lots with site areas ranging between 450m<sup>2</sup> to 595.2m<sup>2</sup>, 1 residue lot with an area of 2.176ha (lot 35) and 1 riparian lot with an area of 1.702ha (lot 34).

Specifically the proposed development involves:

- bulk earthworks
- construction of roads, drainage, services and landscaping, and
- removal of 3 mature trees and various shrubs/vegetation.

This application involves the construction of temporary detention basins within the riparian corridor (proposed lot 34) during the construction of Stage 1.

A previous development consent (DA 1025/2003) approved trunk drainage works within the riparian corridor (proposed lot 34), including the construction of 9 rain gardens and associated revegetation works.

The area to the east of the riparian corridor (proposed residue lot 35) will be subject to a further DA for subdivision. Following the completion of all subdivision works across the entire site (including Stages 1 and 2 under this DA, and any subdivision of residue

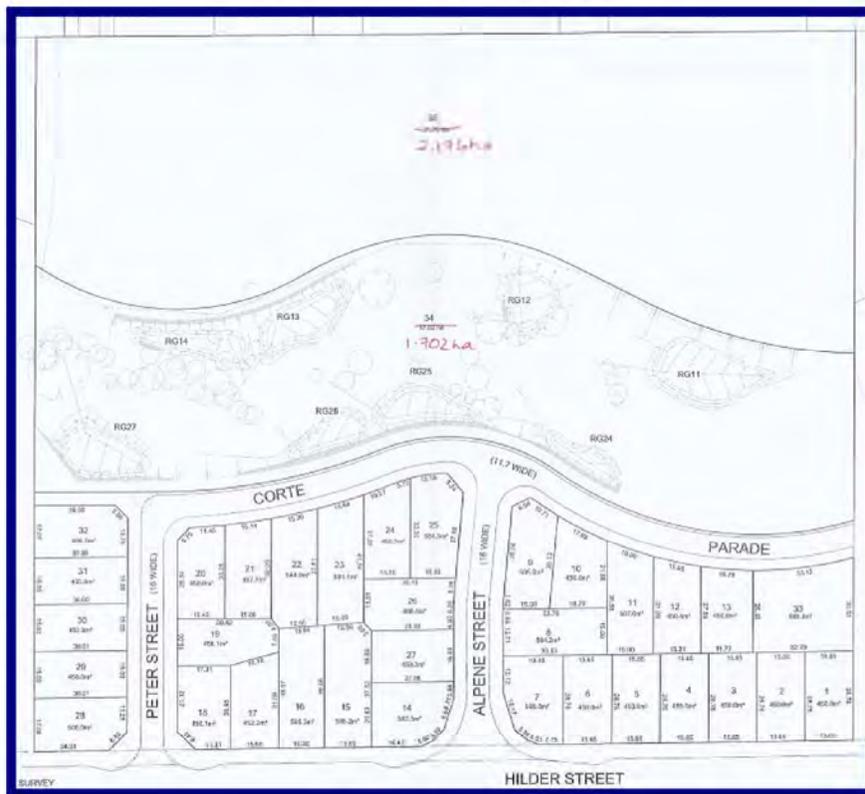


lot 35 under a separate future DA), the corridor will be embellished with the structured rain gardens and vegetation, as approved under DA 1025/2003. This is deemed to be the appropriate time for such revegetation to occur as all civil works will have been completed and therefore will not damage any revegetated areas.

Rain gardens 11 to 14 and the associated revegetation works approved under DA 1025/2003 on the eastern side of the riparian corridor will be constructed by a separate developer under a works-in-kind (WIK) agreement with Council.

Council is currently collecting Section 94 contributions for the construction of rain gardens 24 to 27 and the associated revegetation works approved under DA 1025/2003 on the western side of the riparian corridor. The subject applicant may also negotiate a WIK agreement with Council should they wish to construct these works in lieu of paying Section 94 contributions.

A copy of the proposed plans is provided in figures 2 and 3 below.



**FIGURE 2: STAGE 1**

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Attachment 2



**FIGURE 3: STAGE 2**

### ASSESSMENT

#### ***Environmental Planning and Assessment Act 1979 – Section 79(C)(1)***

In determining a Development Application, the consent authority is to take into consideration the following matters as relevant in the assessment of the DA on the subject property:

#### ***(a)(i) The Provisions of any Environmental Planning Instrument***

The Environmental Planning Instruments that relate to the proposed development are:

- State Environmental Planning Policy No. 55 – Remediation of Land
- Deemed State Environmental Planning Policy No. 20 – Hawkesbury/Nepean River
- Camden Local Environmental Plan 2010

An assessment of the proposed development under the Environmental Planning Instruments is detailed below.




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State Environmental Planning Policy No 55 – Remediation of Land (SEPP)

The SEPP requires Council to be satisfied that the site is suitable for its intended use (in terms of contamination) prior to granting development consent. The applicant submitted a phase 1 contamination assessment prepared in 2007, which identified potential contamination from the removal of two dwellings and some stockpiles on the site. The applicant was requested to confirm that the results found in 2007 were the same as the current conditions in 2012.

An updated contamination report was submitted to Council on 15 August 2012 which confirmed that the site can be made suitable subject to testing of the areas where the previous dwellings were removed and testing of the stockpiles. It is a recommended development consent condition that the development is carried out in accordance with the updated contamination report. Should any contamination be identified, remedial works shall be undertaken and a clearance certificate issued by a qualified consultant prior to the issue of a Construction Certificate for this development. Subject to this occurring, the site will be made suitable for its intended residential use.

Deemed State Environmental Planning Policy No 20 – Hawkesbury/Nepean River

It is considered that the aims and objectives of this policy will not be prejudiced by this development and that there will be no detrimental impacts upon the Hawkesbury/Nepean River system as a result of it. Water pollution control devices will be provided as part of the development.

The proposal requires works within 40m of a watercourse and is therefore classed as Nominated Integrated Development. The application was referred to the NSW Office of Water (NOW), who provided General Terms of Approval, compliance with which is a recommended development consent condition. In order to obtain a Controlled Activity Approval (CAA), a vegetation management plan, erosion and sediment control plan and soil and water management plan are required to be submitted to NOW. These plans will further protect the river system from the proposed subdivision works.

Camden Local Environmental Plan 2010 (LEP)

*Permissibility*

The subject site is zoned R1 General Residential under the provisions of the LEP. The proposed development is defined as a subdivision of land and is permissible with consent in the R1 zone.

*Zone Objectives*

The objectives of the R1 General Residential are as follows:

- To provide for the housing needs of the community.

The development will provide the opportunity for housing, subject to future DAs or complying development applications for dwellings.

- To provide for a variety of housing types and densities.

The development consists of a variety of lot sizes ranging from 450m<sup>2</sup> to 595.2m<sup>2</sup> which will permit a variety of house types and sizes within this subdivision.

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This is the report submitted to the Ordinary Council held on 9 October 2012 - Page 7

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Attachment 2



- To enable other land uses that provide facilities or services to meet the day to day needs of residents.

This objective is not relevant to the proposal as it only consists of the subdivision of land for residential purposes.

- To allow for educational, recreational, community and religious activities that support the wellbeing of the community.

The riparian corridor will provide recreational opportunities for local residents in terms of walking or cycling past the area, as well as scenic views for lots adjacent to the corridor.

- To minimise conflict between land uses within the zone and land uses within adjoining zones.

The development has been assessed and it is not considered that it will have any unacceptable environmental impacts upon any land uses within the zone or in adjoining zones.

#### *Relevant Clauses*

The DA was assessed against the following relevant clauses of the LEP:

Clause	Requirement	Provided	Compliance
4.1 Minimum Lot Size	Minimum 300m <sup>2</sup> lot area	Minimum lot size of 450m <sup>2</sup> proposed.	Yes
5.9 Preservation of Trees or Vegetation	Development consent required to remove trees	The DA proposes the removal of 3 trees, which has been assessed by Council officers as supportable.	Yes
5.10 Heritage Conservation	Heritage assessment required for development within vicinity of heritage item	The site is in the vicinity of 3 local heritage items. A heritage impact assessment has been provided and assessed by Council officers as satisfactory, subject to the imposition of appropriate conditions.	Yes
Part 6 Urban Release Area	Public utility infrastructure available	Services available to site and conditions recommended	Yes
7.1 Flood Planning	Development to be compatible with flood hazard, not adversely affect flood behaviour or the environment, and not result in major social/economic costs	Only part of the riparian corridor is flood affected. No residential lots proposed below the 1 in 100 year flood level.	Yes
7.4 Earthworks	Council to consider impacts of fill on adjoining land and waterways	Proposed 13,000m <sup>3</sup> of fill in Stage 1 and conditions recommended.	Yes

This is the report submitted to the Ordinary Council held on 9 October 2012 – Page 8



**(a)(ii) The Provisions of any Draft Environmental Planning Instrument (that is or has been the subject of public consultation under this Act and that has been notified to the consent authority (unless the Director-General has notified the consent authority that the making of the proposed instrument has been deferred indefinitely or has not been approved)).**

There is no draft Environmental Planning Instrument applicable to the proposed development.

**(a)(iii) The Provisions of any Development Control Plan**

Camden Development Control Plan 2011 (DCP)

The following is an assessment of the proposal's compliance with the controls in the DCP. Discussion of any variations of the standards is provided after the compliance table.

Control	Requirement	Provided	Compliance
B1.1 Erosion and Sedimentation	Erosion and sediment control measures	Yes – provided and appropriate conditions recommended	Yes
B1.2 Earthworks	Details of fill required for subdivision	Yes – provided and condition	Yes
B1.3 Salinity Management	Salinity resistant construction	Yes – a salinity management plan has been submitted and is supported subject to appropriate conditions	Yes
B1.4 Water Management	Compliance with Council's Engineering Specification and use of Water Sensitive Urban Design measures	Yes – provided and condition	Yes
B1.5 Trees and Vegetation	Removal of trees higher than 3m requires consent	Yes – the DA proposes the removal of 3 trees, which has been assessed by Council officers as supportable.	Yes
B1.6 Environmentally Sensitive Land	Address impacts to vegetation, habitats and threatened species	Yes – Temporary drainage basin in riparian corridor. Works considered acceptable subject to appropriate conditions.	Yes
B1.7 Riparian Corridors	Fencing/barriers to control access for maintenance to corridor, pedestrian and cycle paths located outside core riparian area	Yes – provided	Yes
B1.8 Environmental and Declared Noxious Weeds	Weed management plan	Yes – provided and condition	Yes
B1.9 Waste Management Plan for Subdivision	Waste management plan required (WMP)	Yes – a WMP was lodged with this DA. The WMP is accepted subject to appropriate conditions.	Yes
B1.10 Bushfire Risk Management	Bushfire assessment in accordance with NSW Rural Fire Service (RFS) guidelines	The site is not bush fire affected but embellishment works approved under DA 1025/2003 may increase	Yes

This is the report submitted to the Ordinary Council held on 9 October 2012 - Page 9

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Attachment 2



Control	Requirement	Provided	Compliance
		bushfire risk. The DA was referred to RFS and no objection was raised.	
B1.11 Flood Hazard Management	Compliance with Council's Engineering Specification and Flood Risk Management Policy	Yes – provided and condition	Yes
B1.12 Contaminated and Potentially Contaminated Land	Contamination assessment and remediation	Yes – see assessment under SEPP 55. Appropriate conditions to be imposed	Yes
B1.13 Mine Subsidence	Approval from Mine Subsidence Board	Yes – written approval from the Mine Subsidence Board was lodged with the DA.	Yes
B2 Landscape Design	Landscape plan	Yes – provided and condition	Yes
B3 Environmental Heritage	Heritage impact assessment	Yes – the site is vicinity of 3 local heritage items. A heritage impact assessment has been provided and assessed as satisfactory, subject to the imposition of appropriate conditions.	Yes
C5 Subdivision in Urban Release Areas	Street blocks a maximum of 250m long and 70m wide, avoid cul-de-sacs, provision of infrastructure (roads, drainage etc.)	Yes – the amended proposal complies with the DCP in relation to street block length and widths.	Yes
C6.1 Introduction to Elderslie release Area	Compliance with Elderslie Master Plan, including:  Minimum lot size = 450m <sup>2</sup>  Average lot size = 525m <sup>2</sup>  Minimum lot width = 15m	The amended DA involves:  Minimum lot size = 450m <sup>2</sup>  Average lot size = 481m <sup>2</sup>  Minimum lot width = 15m	Yes  <b>No</b>  Yes
C6.2 Neighbourhood and Subdivision Design	Minimum lot size of 300m <sup>2</sup> for dwelling houses types, protect view corridors, preserve mature vegetation	Yes - provided	Yes
C6.3 Street Network and Design	Comply with streets in Elderslie Master Plan and use of local access road and riparian corridor road specifications	Yes – the proposed street layout and design comply with the Elderslie Master Plans. Appropriate conditions recommended.	Yes
C6.4 Pedestrian and Cycle Network	Comply with Elderslie pedestrian and cycle network map	Yes – provided and condition	Yes
C6.5 Public Transport Network	Bus stops required within 400m of dwellings	Yes – Public transport links in the form of bus routes and stops are available in Hilder Street and Lodges Road.	Yes
C6.6 Parks and Open Space	Management Plan for riparian corridor	Yes – provided and condition	Yes

This is the report submitted to the Ordinary Council held on 9 October 2012 – Page 10



### DCP Variation 1 – Average Lot Sizes

Stages 1 and 2 are both located within Area 3 of the Elderslie Master Plan, which requires an average lot size of 525m<sup>2</sup>.

**A copy of the Elderslie Masterplan is provided as an attachment to this report.**

The proposal does not comply with the Elderslie Master Plan as the average lot size is 481m<sup>2</sup>, which is 44m<sup>2</sup> less than the average lot size required.

Whilst the proposal does not comply with the average lot size, all of the proposed lots meet the required minimum lot sizes and widths, therefore providing sufficient site area for future dwellings. In addition, the proposal provides a range of lot sizes from 450m<sup>2</sup> to 595.2m<sup>2</sup>.

It is noted that the average lot size requirement is intended to be achieved across the entire Elderslie urban release area and it is difficult to achieve compliance with each individual subdivision proposal. As this DA represents only a part of the urban release area, it is expected that overall, the required average lot sizes can still be met in Elderslie.

Council has previously supported variations to the average lot size requirement, both in respect to applications that are above and below the average lot size requirement, as shown in the table below.

Table: Average Lot Size variations recently approved by Council in Elderslie

DA	Average Lot Size Under or Over	Council Meeting Determined
1542/2010	17.4m <sup>2</sup> under 525m <sup>2</sup> average required	25/10/11
1543/2010	17.4m <sup>2</sup> under 525m <sup>2</sup> average required	25/10/11
1426/2011	74m <sup>2</sup> over 375m <sup>2</sup> average required; and 157m <sup>2</sup> over 525m <sup>2</sup> average required	22/5/12
474/2012	37.9m <sup>2</sup> over 375m <sup>2</sup> average required	10/7/12

Considering the merits of this proposal, it is recommended that Council support the variation to the average lot size.

***(a)(iia) The Provision of any Planning Agreement that has been entered into under Section 94F, or any draft Planning Agreement that a developer has offered to enter into under Section 93F***

No relevant agreement exists or has been proposed as part of this application.

***(a)(iv) The Regulations***

The Regulations prescribe several development consent conditions that will be included in any development consent issued for this development.

The public notification required by the Regulations for Nominated Integrated Development has been carried out.



**(b) *The likely impacts of the development, including environmental impacts on both the natural and built environments, and social and economic impacts on the locality***

The likely impacts of this development include:

1. Safer by design considerations/security issues.

Council has considered the safety of the riparian corridor for residents of the proposed subdivision. The embellishment works approved under Development Consent 1025/2003 do not include public footpaths or cycling tracks within the corridor itself, as it's primary function is for drainage. Residents would be discouraged from entering the corridor due to the steep rock embankment and bicycle fence erected along the corridor.

The 2.5m wide pedestrian and cycling paths proposed adjacent to the corridor in the road proposed to be named "Corte Parade" will be illuminated at night by street lights and overlooked by dwellings, which will provide passive surveillance of these public thoroughfares. It is therefore considered that the design of the embellishment works approved under Development Consent 1025/2003 and proposed subdivision layout will ensure that the pedestrian and cycling paths along the corridor are safe for residents.

**(c) *The suitability of the site***

As demonstrated by the above assessment, the site is considered to be suitable for the development.

**(d) *Any submissions made in accordance with this Act or the Regulations***

In its original form (consisting of 3 stages and 84 residential lots), the DA was notified for 30 days between 11 April and 11 May 2012 and 16 submissions were received (all objecting to the proposal).

Following this, the application was amended by reducing the number of residential lots from 84 lots to 73 lots, in 3 stages. The amended plans were renotified for 7 days between 9 and 16 August 2012 and 5 new submissions were received (also all objecting to the proposal).

Therefore, as a result of the public notification carried out for this DA, a total of 21 submissions were received (all objecting to the proposal), with 11 of these being in the form of a pro-forma letter.

The following is a list of the issues raised and an assessment of them however it is noted that since the public notification the applicant has reduced the development, including the deletion of the former Stage 2, located on the eastern side of the riparian corridor, which had lot sizes of 300m<sup>2</sup> proposed.

1. *The size of the blocks and the street frontages are far too small and do not meet the DCPs average block size of 525m<sup>2</sup>.*

**Officer Comment:**

The plans originally submitted with this application did not meet the DCP controls for minimum lot size, average lot size, or minimum widths. Following the notification



period, the plans were amended to comply with the minimum lot size and lot width controls.

The variation to the average lot size control is considered acceptable, based on the proposal complying with the minimum lot size and width control and the provision of a variety of lot sizes.

2. *If Council approves this application, future developers will demand small lot sizes and street frontages.*

Officer Comment:

The amended application is consistent with the minimum lot sizes required for Area 3 in the Elderslie Master Plan.

Future applications (including for any relating to proposed residue lot 35, located on the eastern side of the riparian corridor) will be required to comply with the DCP. Council will only consider variations to the Master Plan where an applicant can demonstrate that the proposed development is consistent with the objectives and desired future character of the release area. Significant variations to the Master Plan may require an amendment of the DCP.

3. *Smaller lots will result in more residents and an increase in cars/traffic, particularly at the Lodges Road/Franzman Avenue entrance.*

Officer Comment:

The amended proposal does not include new residential lots accessed from Franzman Ave. Under the amended proposal, the 34 residential lots are accessed off Hilder Street, on the western side of the riparian corridor.

The amended proposal is consistent with the minimum lot size control and road layout and widths prescribed by the DCP. The overall road network has been designed to cater for density targets in the Elderslie release area.

4. *Small lots will lead to high density housing (such as town houses). Smaller lot widths will not be able to accommodate double garages or the amount of cars that most families will own. There may also be an increase in accidents with people reversing out of driveways and cars being parked in the road. Children will no longer be able to play outside safely.*

Officer Comment:

The DCP prescribes a range of lot sizes to accommodate a variety of housing forms and densities. Area 3 of the Elderslie Master Plan is identified as being a "small lot housing form to accommodate smaller single dwellings", as opposed to Area 1 and the multi-dwelling housing site, which is for higher density living (duplexes or larger).

The DCP requires a minimum lot size of 600m<sup>2</sup> for dual occupancies and the largest lot proposed by this application is 595.2m<sup>2</sup>, not meeting this requirement. Regardless, any applications for dual occupancies or multi dwelling housing would be subject to future DAs and the DCPs controls for these housing types (including parking and private open space).

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This is the report submitted to the Ordinary Council held on 9 October 2012 - Page 13

ORD03

Attachment 2



It is noted that the lot widths of the former Stage 2 were small, however this stage of the development has been deleted from the proposal and subdivision of residue lot 35 will be subject to a separate future DA.

5. *The mature "open" feel to the estate (created by larger lots and wide frontages) will be lost and an "uneven" and "untidy" look to the road will be created. The proportions of the estate will be ruined and it will become like a "concrete jungle".*

Officer Comment:

The DCP prescribes a range of lot sizes to encourage a variety of housing forms and types. Whilst some of the surrounding area has been developed to include slightly larger lots, the proposed development complies with the DCP's minimum lot size controls for this area and will provide an acceptable level of variation to the existing streetscapes.

6. *Council has previously made developers increase lot sizes in the area to preserve what was originally created.*

Officer Comment:

It is noted that a number of separate DAs for subdivision in the surrounding area received objections due to the applications not meeting the minimum lot sizes prescribed in the DCP. There have been instances where the lot sizes were increased to comply with the DCP.

In this instance, the amended application now complies with the DCP's minimum lot size controls.

7. *The developers promised that the estate would be small, quiet and would consist of like housing blocks around 520m<sup>2</sup>.*

Officer Comment:

The amended proposal and minimum lot sizes now comply with the requirements for Areas 3 in the Elderslie Master Plan, which has been in Council's Development Control Plan since 2006.

8. *The value of existing homes in the estate will be decreased as small lots and/or townhouses will open the market for renters who do not take as much care of their properties. Values will also decrease as the area will turn into a "slum" due to overcrowding.*

Officer Comment:

There is no evidence to suggest that the proposal will impact on property values. In any case, the potential impact on property values is not an issue that can be considered as part of this assessment.

9. *The small size of the blocks proposed and construction of the development in general will have an impact on the heritage item (cottage) at 49 Hilder Street, Elderslie. Double storey homes on the lots along the northern boundary of Stage 1 will intrude on their privacy. The development is also out of character with the other two heritage properties located in close proximity to the site.*

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Officer Comment:

The site is located within the vicinity of three heritage items being a house at 43 Hilder Street, a house at 49 Hilder Street, and 'Hilsyde' homestead at 56 Hilder Street. Council officers have reviewed the heritage impact statement submitted with the DA and have recommended conditions requiring the imposition of 88B Instrument restrictions which limit the design and materials of dwellings and fences on lots 28 to 32 inclusive (adjoining 49 Hilder Street).

The proposed development has been assessed and is generally consistent with the Elderslie Master Plan and the desired character of the area. Council staff do not consider that the proposed lot configurations will have any unreasonable impacts on the privacy of any other surrounding heritage properties.

10. *With so many homes being built, the development in general will increase noise and crime in the area.*

Officer Comment:

The amended proposal is generally consistent with the Elderslie Master Plan and will contribute to the overall density targets for the area. Council staff have assessed the proposal and do not consider that the proposed development will unreasonably increase noise or crime in the area.

11. *The laneway proposed in Stage 1 is unnecessary and could be an opportunity for criminals to access surrounding properties.*

Officer Comment:

This application no longer seeks consent for any laneways within Stage 1 and the plans have been amended to reflect this.

**(e) The public interest**

The public interest is served through the detailed assessment of this DA under the *Environmental Planning and Assessment Act 1979*, *Environmental Planning and Assessment Regulations 2000*, *Environmental Planning Instruments*, *Development Control Plans* and policies. Based on the above assessment, the proposed development is consistent with the public interest.

**EXTERNAL REFERRALS**

The DA was referred to the NSW Office of Water (NOW) for assessment. NOW raised no objections to the proposed development subject to general terms of approval requiring a Controlled Activity Approval and the preparation of a vegetation management plan, erosion and sediment control plan and a soil and water management plan, to ensure the riparian corridor is protected during the carrying out of works for this development.

The DA was also referred to the NSW Rural Fire Service for assessment. The RFS raised no objections to the proposal.

**CONCLUSION**

The DA has been assessed in accordance with Section 79C(1) of the *Environmental*

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*Planning and Assessment Act 1979* and all relevant instruments, plans and policies, with the exception of 1 variation to Camden Development Control Plan 2011, in relation to the average lot size. This DCP variation and the issues raised in the 21 public submissions received have been assessed by Council staff. Accordingly, DA No 1387/2011 is recommended for approval subject to the conditions listed in this report.

### **DRAFT CONDITIONS OF CONSENT**

#### **1.0 - General Requirements**

- (1) **Development in Accordance with Plans** – The development is to be in accordance with plans and documents listed below, except as otherwise provided by the conditions of this consent:

Plan / Development No.	Description	Prepared by	Dated
08078SP2 – Rev H	Staging Pan – Stage 1	JMD Development Consultants	20 September 2012
08078SP2 – Rev H	Staging Pan – Stage 2	JMD Development Consultants	20 September 2012
08078 E3 – Rev A	Cover Sheet	JMD Development Consultants	13 March 2012
08078 E3 – Rev A	General Plan	JMD Development Consultants	13 March 2012
08078 E3 – Rev A	Road Longitudinal Sections & Typical Section (Peter, Alpene & Corte)	JMD Development Consultants	13 March 2012
08078LS1 – Rev A	Landscape Plan	JMD Development Consultants	29 Feb 2012

Where there is an inconsistency between the approved plans/documentation and the conditions of this consent, the conditions of this consent override the approved plans/documentation to the extent of the inconsistency.

- (2) **General Terms of Approval** – The development must be carried out in accordance with the following General Terms of Approval from Authorities, including NSW Office of Water General Terms of Approval dated 16 April 2012.
- (3) **Advertising Signs Application** - Outdoor advertising structures require prior development consent. A development application must be submitted and approval granted by the Consent Authority (ie Camden Council) prior to the erection of any advertising signs.
- (4) **Landscaping Maintenance and Establishment Period for the Public Open Space Road Verge Areas and Nature Strip Installed Street Trees** - Commencing from the Date of Practical Completion (DPC), the Applicant will have the establishment and maintenance responsibility for all the landscaping in the road verge and nature strip areas and for the street trees installed.

The 12 month maintenance and establishment period includes (but not limited to) the Applicant's responsibility for the establishment, care, repair and replacement if applicable, of all street trees relating to this Consent.

The Date of Practical Completion (DPC) is taken to mean completion of all civil works, soil preparation and treatment, initial weed control, successful

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completion of all planting, turfing, tree guard installation and street tree installation.

It is the Applicant's responsibility to arrange a site inspection with the Principal Certifying Authority (PCA), upon initial completion of the landscaping works, to determine and agree upon an appropriate DPC.

At the completion of the 12 month maintenance and establishment period, the road verge and nature strip landscaping works, including the street trees, must comply with the Consent and Construction Certificate approved Landscaping Plans.

- (5) **Landscaping Installation, Establishment And Maintenance Costs** - The applicant will pay for all costs involved with the landscaping and Waterfront rehabilitation works and their installation, establishment and maintenance expenditure. The costs involved will include, but not limited to, such items as electricity costs and water usage.
- (6) **Protect Existing Vegetation and Natural Landscape Features** - Approval must be sought from Council prior to the removal, pruning, impact upon or any disturbance of the existing vegetation and natural landscape features, other than any existing vegetation and/or natural landscape feature authorised for removal, pruning, impact upon or disturbance by this Consent.

The following procedures shall be strictly observed:

- (a) no additional works or access/parking routes, transecting any protected vegetation shall be undertaken without Council approval;
- (b) pedestrian and vehicular access within and through any protected vegetation shall be restricted to Council approved access routes.

- (7) **Noxious and Environmental Weed Control** -
  1. The applicant must fully and continuously suppress and destroy, by appropriate means, any other noxious or environmentally invasive weed infestations that occur during or after subdivision and prior to sale of new lots. New infestations must be reported to Council.
  2. As per the requirements of the Noxious Weeds Act 1993, the applicant must also ensure at all times any machinery, vehicles or other equipment entering or leaving the site must be cleaned and free from any noxious weed material, to prevent the spread of noxious weeds to or from the property.
  3. Maintenance work is to be carried out, involving regular surveys to determine if any species are becoming established through time. Any noxious or environmental weed infestations that occur during subdivision, and prior to sale of the new lots, must be reported to Council and fully and continuously suppressed and destroyed, by appropriate means.
- (8) **Noxious Weeds** - All noxious weeds identified on the site must be disposed of in accordance with the Noxious Weeds Act 1993. No noxious weeds green waste is permitted to be mulched and reused on site for stabilisation of disturbed or landscaping areas.

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- (9) **Design and Construction Standards** - All proposed civil and structural engineering work associated with the development must be designed and constructed strictly in accordance with: -
- (a) Camden Council's current Engineering Specifications; and
  - (b) Camden Council's Development Control Plan 2011

It should be noted that designs for line marking and regulatory signage associated with any proposed public road within this subdivision **MUST** be submitted to and approved by the Roads and Maritime Services, Camden Council prior to the issue of any Construction Certificate

## 2.0 - Construction Certificate Requirements

The following conditions of consent shall be complied with prior to the issue of a Construction Certificate.

- (1) **Detailed Landscaping Plans** - Prior to the issue of the Construction Certificate, detailed Landscaping Plans prepared by a qualified Landscape Architect or qualified Landscape Design Ecologist, must be submitted with the Construction Certificate application and must be in accordance with Camden Council's current Engineering Design Specifications and will include the following items.

The following items and amendments required must be clearly shown and detailed in the amended Landscaping Plans prepared for the Construction Certificate issue:

- (a) Nature Strip Street Trees:
  - (i) The proposed streetscape planting of 14 Magnolia grandifolia trees to Hilder St, as proposed in the concept Landscaping Plan, must be amended in the detailed Landscaping Plan to show the smaller growing cultivated varieties only of the Magnolia grandifolia (eg 'Exmouth' or 'Little Gem') are installed.
  - (ii) The proposed streetscape planting selection of the 93 large growing and significant lateral spreading Ulmus parvifolia 'Todd' must be deleted and replaced with a more appropriate street tree selection for the limited space areas of the Nature Strips applicable to this Consent. Some examples for replacement consideration could be Lagerstromia, Lophostmon confertus, Hymenosporum, Koelreuteria, Acmena, Cupaniopsis anacardiodes, Elaeocarpus reticulatus, the dwarf growing variety only of the cultivated Eucalyptus, such as 'Wildfire' or 'Summer Red' or/and the cultivated variety only of the Ginko biloba (i.e.the dwarf conical growing habit 'Princeton Sentry') or other appropriate selections.
  - (iii) Clearly detail, show and demonstrate that there will not be any planting's of Eucalyptus or Angophora varieties, or other very large trees in any Waterfront/Riparian area that forms part of any Road Verge or Nature Strip area. More appropriate selections for

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- these Nature Strip areas that are aligned to the Waterfront areas could be *Melaleuca decora* or *Melaleuca linariifolia* or other such smaller growing tree varieties of The Cumberland Plain Woodland Ecological Community.
- (iv) Ensure that the necessary Street Tree installation and their proposed establishment schedules are clearly shown in the detailed Landscaping Plans.
  - (v) That all Street Trees have at time of planting, well constructed tree guard protection installed. A minimum requirement is the installation of at least 3 bollards per street tree. The bollards are to be installed approximately 1m from the main stem of the tree. The bollards are to be sourced in minimum 1.8m length, which will allow for 1.2m above ground exposure and .6m buried support. The bollards are to be timber (or other acceptable composite material) and a minimum 150mm x 150mm width. Timber bollards are to be a durability minimum of H4 CCA.
  - (vi) That all the Street Trees are sourced in a minimum 75 litre container size, are not multi-stemmed and can stand alone without the need for staking.
  - (vii) That all the Street Trees are installed with appropriate root barrier guard to the roadside kerb.
- (b) The detailed Landscaping Plans must clearly show that any planting of *Lomandra* varieties will not be installed within 1m of any proposed path or cycleway. Other low growing and non intrusive sub shrubs are to be installed within 1m of any proposed path or cycleway.
  - (c) The detailed Landscaping Plans lodged for the issue of the Construction Certificate must include a planting schedule. The planting schedule must clearly detail the planting positioning, species by botanical and common names, quantities, planting sizes and the estimated size of the plant at approximately 12 years maturity. The planting schedule must also clearly show the proposed establishment and maintenance programme to be applied to the installed landscaping.
  - (d) If applicable, the detailed Landscaping Plans must clearly show any proposed road verge Estate Entry Feature, Statement Feature Wall, or Entry Statement Signage. These works are not to be positioned on any Public Open Space areas such as the Nature Strip, Waterfront/Riparian areas or other Council maintained area. Any Entry Statement Wall or Entry Feature is to be positioned wholly within the boundaries of private open space areas.
- (2) **Protection for Existing Trees and Other Landscape Features On-site** - The protection of existing trees and other landscape features, other than any existing trees and natural landscape features authorised for removal, pruning, impact upon or disturbance by this Consent, must be carried out as specified in the Australian Standard AS 4970-2009 Protection of Trees on Development Sites.

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All initial procedures for the protection of existing trees and landscape features as detailed in AS 4970-2009, must be installed prior to the commencement of any earthworks, demolition, excavation or construction works on the development site.

The works and procedures involved with the protection of existing trees and other landscape features are to be carried out by suitable qualified and experienced persons or organisations. This work should only be carried out by a fully insured and qualified Arborist.

Suitable qualifications for an Arborist are to be a minimum standard of Australian Qualification Framework (AQF) Level 3 in Arboriculture for the actual carrying out of tree works and AQF Level 5 in Arboriculture for Hazard, Tree Health and Risk Assessments and Reports.

- (3) **Waterfront Construction Works** - A Construction Certificate will not be issued over any part of the site that requires a Controlled Activity Approval (CAA) issued by NSW Office of Water (NOW) until a copy of the CAA has been provided to the Consent Authority (ie, Camden Council).
- (4) **Waste Bin Collection** – A waste bin collection point for each residence must be shown on the plans prior to the issue of a Construction Certificate. This area is to be 3 metres long x 0.9 metres wide and allow 3.9 metres clear vertical space to allow for the truck lifting arm.

The plans must also indicate that the waste bin collection point is clear from the positioning of driveways, tree plantings (or tree canopies), street lighting or other fixtures.

All turning heads, including the temporary turning head proposed in Stage 1, are to be constructed in accordance with the dimensions contained within Council's Engineering Specification.

- (5) **Stormwater Disposal** - Stormwater runoff from the whole development must be properly collected and discharged to the Council drainage system. Surface discharge across the footpath to the road gutter is not permitted. Provision must be made to cater for existing stormwater overland flow from adjoining properties.
- (6) **Easement Creation** - Where the disposal of drainage involves the provision of drains across land owned by others and is not within a watercourse, drainage easements must be provided. The width of such drainage easements must be in accordance with Camden Council's current Engineering Specifications. Documentary evidence of creation of the easement/s must be submitted to Council (for information purposes) prior to the issue of a Construction Certificate.

The easement must be obtained over downstream properties and such easement must be registered with the Land and Property Information prior to the release of the Subdivision Certificate or issue of an Occupation Certificate.

- (7) **Inter-Allotment Drainage Construction** – Inter-allotment drainage lines must be installed in accordance with Camden Council's current Engineering Specifications. Inter-allotment drains must be installed after Sydney Water sewerage lines have been installed, where sewer is proposed adjacent to inter-allotment drains.

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- (8) **Civil Engineering Plans** - Indicating drainage, roads, accessways, earthworks, pavement design, details of linemarking and traffic management details must be prepared strictly in accordance with the relevant Development Control Plan and Engineering Specifications, and are to be submitted for approval to the Principal Certifying Authority prior to the Construction Certificate being issued.

**Note:**

- (a) Under the *Roads Act 1993*, only the Council can issue a Construction Certificate for works within an existing road reserve.
- (b) Under section 109E of the *Environmental Planning and Assessment Act 1997*, Council must be nominated as the Principal Certifying Authority for subdivision work and has the option of undertaking inspection of physical construction works.
- (9) **Environmental Site Management Plan** - An Environmental Site Management Plan must be submitted to the Certifying Authority for approval and inclusion in any application for a Construction Certificate. The plan must be prepared by a suitably qualified person in accordance with AS/NZ ISO 14000 – 2005 and must address, but not be limited to, the following:
- (a) all matters associated with Council's Erosion and Sediment Control Policy;
- (b) all matters associated with Occupational Health and Safety;
- (c) all matters associated with Traffic Management/Control; and
- (d) all other environmental matters associated with the site works such as noise control, dust suppression and the like.
- (10) **Performance Bond** – Prior to the issue of the Construction Certificate, a performance bond of **10% value of works** must be lodged with Camden Council in accordance with Camden Council's Engineering Construction Specifications.
- (11) **Cut and Fill Policy** - Any excavation or filling of any residential building site in excess of 1m cut and 600mm fill must only be carried out in accordance with Council's Development Control Plan 2011. The required details must be submitted to Council prior to the Construction Certificate being issued.
- (12) **Provision of Kerb Outlets** – Where proposed lots grade to an existing/proposed public road, kerb outlets shall be provided in the kerb and gutter adjacent to those lots. Such kerb outlets shall be:
- (a) located within 2m downstream of the prolongation of the lot corner with the lowest reduced level and to the requirements of the Principal Certifying Authority;
- (b) constructed in accordance with Camden Council's current Engineering Specification/s; and

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- (c) indicated in any design plan submitted to the Certifying Authority for the purposes of obtaining a Construction Certificate.
- (13) **Location of Drainage Pits** – Shall be in accordance with Camden Council's current Engineering Design Specifications and Engineering Construction Specifications.
- (14) **Public Risk Insurance Policy - Prior to the issue of the Construction Certificate**, the owner or contractor is to take out a Public Risk Insurance Policy in accordance with Camden Council's current Engineering Design Specifications.
- (15) **Turning Facilities** – All turning and manoeuvring facilities, including turning heads, cul-de-sacs, etc. shall be designed in accordance with the current edition of AS 2890.2 and in accordance with Camden Council's current Engineering Specifications.
- (16) **Design of the Permanent Water Quality Facility** - The design of the water quality facility must be prepared in accordance with the requirements of the Elderslie Water Cycle Master Plan.
- The design must be certified by an Accredited Certifier with civil engineering accreditation and must be submitted to the Certifying Authority for inclusion in any application for a Construction Certificate.
- (17) **Design of "Construction" On-site Detention/Sediment Control Basin** - The design of the "construction" on-site detention/ sediment control basin and water quality facility must be prepared in accordance with the requirements of:
- (a) for sediment control generally, Managing Urban Stormwater – Soils and Construction, Volume 1, 4th Edition, March 2004 as produced by Landcom,
- (b) Camden Council's current Engineering Design Specification,
- (c) and must not concentrate final discharge flows from the facility.
- The construction of the on-site detention/sediment control basin must contain an impervious layer to provide water harvesting.
- The design must be prepared and certified by an Accredited Certifier and must be submitted to the Certifying Authority for inclusion in any application for a Construction Certificate.
- (18) **Temporary Turning Facility** – A temporary turning/manoeuvring facility shall be provided at the southern end of proposed Corte Parade. The facility shall be designed in accordance with:
- (a) the current edition of AS 2890.2 and more specifically the Heavy Rigid Vehicle (HRV) swept turning path contained within that document; and
- (b) Camden Council's Development Control Plan 2011.
- The manoeuvring area within the facility shall incorporate the pavement and wearing course design associated with the adjoining proposed public road and there shall be no kerb and gutter of any type within the facility. Any additional

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land required to accommodate the facility, adjacent to the proposed public road, shall be provided with such land being dedicated as a temporary public road in accordance with s.9, 39 and 40 of the *Roads Act 1993*. The status of the facility shall remain as a temporary public road until such time as:

- (a) an alternative facility has been provided and dedicated as either:
- i. public road, or
  - ii. temporary public road.

- (19) **Damage to Public Infrastructure** – All public infrastructure that adjoins the development site on public land shall be protected from damage during construction works.

Public infrastructure includes roadways, kerb and guttering, footpaths, service authority infrastructure (such as light poles, electricity pillar boxes, telecommunication pits, sewer and water infrastructure), street trees and drainage systems.

The applicant shall advise Council, in writing, of any existing damage to Council property before commencement of the development. Where existing damage is present, a dilapidation survey of Council's assets, including photographs (with evidence of date) and written record, must be prepared by a suitably qualified person and submitted to Council prior to the commencement of construction works.

The applicant shall bear the cost of all restoration works to public property damaged during the course of this development. Any damage to public infrastructure will be required to be reinstated to Council's satisfaction prior to the issue of a Final Occupation Certificate.

- (20) **Road Design Criteria** - Dimensions and pavement design details for proposed roads must align with the following (measurements are in metres):

Road No.	Road Reserve	Carriageway	Footway	Design E.S.A's	Comments
Peter St	16	7.2	4.4	5 x10 <sup>5</sup>	
Alpene St	16	7.2	4.4	5 x10 <sup>5</sup>	
Corte Parade	11.7	7.2	3.5	5 x10 <sup>5</sup>	2.5m cycleway on Basin Side

The pavement design/report shall be prepared by a person with experience in the geotechnical aspects of earthworks and endorsed by a Practising Engineer with National Professional Engineering Registration and a Specific Area of Practice in Subdivisional Geotechnics.

Design parameters shall also comply with the provisions of Camden Council's current Engineering Design Specification and be submitted to the Certifying Authority.

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- (21) **Connection to Existing Public Roads** - The proposed road construction must connect with the existing public roads. The connection at such locations must be carried out in accordance with the provisions and requirements of Camden Council's issued Public Road Activity (Roadworks) approval. Further, all such work must be completed to the satisfaction of the Roads and Maritime Services, Camden Council, prior to the issue of any Subdivision Certificate.
- (22) **Location of the "Construction" On-site Detention/Sediment Control Basin** - A "construction" on-site detention/sediment control basin must be provided for within the site.
- (23) **Location of Temporary Water Quality Facilities** - A temporary water quality facility must be provided for the site. The facility may be provided in the following locations:
- (a) within any proposed public road and/or drainage reserve contained within the site,
  - (b) within any proposed residue lot contained within the site,
  - (c) within any adjoining property that is privately owned. In this regard appropriate easements, pursuant to s.88B of the *Conveyancing Act 1919*, must be registered by the Department of Lands – Land and Property Information, prior to the issue of any Construction Certificate.
- (24) **Location of Permanent Water Quality Facilities** - A permanent water quality facility must be provided for the site. Such a facility must be located within proposed and/or existing public land.
- (25) **Desilting Dams or Creeks** - A Geotechnical Report must be submitted detailing works required to desilt any existing dams or creek beds in conjunction with the engineering drawings prior to the Construction Certificate being issued. Such report must be prepared by a suitably qualified and experienced Geotechnical Engineer.
- (26) **Updated Salinity Management Plan** – The findings of the Salinity Management Plan contained in Section 2 of the report titled *Soil Contamination Assessment and Salinity Management Plan, Lot 1 Hilder Street, Elderslie*, prepared by Harvest Scientific Services Pty Ltd, Job Reference 200904, dated 01/05/2007 shall be updated to reflect the changes made to Australian Standards relevant to building in salinity prone environments so that appropriate s.149 Certificate notations can be made,
- (27) **Compliance with Contamination Report Recommendations** - Prior to the issuing of a Construction Certificate, the applicant shall submit for review to Camden Council a report from a suitably qualified consultant confirming the recommendations set out in Table 3 of the report titled *"Review of Site Conditions, Proposed Residential Development, 65 Hilder Street, ELDERSLIE"* prepared by Harvest Scientific Services Pty Ltd, job reference 201357, dated 14 August 2012, have been fully implemented and complied with.
- (28) **Mine Subsidence Board Approval** – Approval must be granted from the Mine Subsidence Board for Stages 1 and 2 as detailed on the plans prepared by JMD Development Consultants, dated 20 September 2012, revision H. This approval

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must be submitted to the Principal Certifying Authority prior to the issue of a Construction Certificate.

### 3.0 - Prior To Works Commencing

The following conditions of consent shall be complied with prior to any works commencing on the construction site.

- (1) **Stabilised Access Point** - A Stabilised Access Point (SAP) incorporating a truck shaker must be installed and maintained at the construction ingress/egress location prior to the commencement of any work. The provision of the SAP is to prevent dust, dirt and mud from being transported by vehicles from the site. Ingress and egress of the site must be limited to this single access point
- (2) **Construction Certificate Before Work Commences** - This development consent does not allow site works, building or demolition works to commence, nor does it imply that the plans approved as part of the development consent comply with the specific requirements of *Building Code of Australia*. Works must only take place after a Construction Certificate has been issued, and a Principal Certifying Authority (PCA) has been appointed.
- (3) **Notice Of Commencement Of Work and Appointment of Principal Certifying Authority** – Notice in the manner required by Section 81A of the *Environmental Planning and Assessment Act 1979* and clauses 103 and 104 of the *Environmental Planning and Assessment Regulation 2000* shall be lodged with Camden Council at least two (2) days prior to commencing works. The notice shall include details relating to any Construction Certificate issued by a certifying authority, the appointed Principal Certifying Authority (PCA), and the nominated 'principal contractor' for the building or subdivision works.
- (4) **Site Signage and Contact Numbers** - A sign displaying the contact details of the remediation contractor (and site supervisor if different to remediation contractor) shall be displayed on the site adjacent to the site access. This sign shall be displayed throughout the duration of the remediation works.
- (5) **Community Consultation** - Owners and/or occupants of premises adjoining and across the road from the site must be notified at least two days prior to the commencement of remediation works.
- (6) **Site Security** - The site shall be secured to ensure against unauthorised access by means of an appropriate fence.

### 4.0 - During Construction

The following conditions of consent shall be complied with during the construction phase.

- (1) **Civil Engineering Inspections** - Where Council has been nominated as the Principal Certifying Authority, inspections by Council's Engineer are required to be carried out at the following stages of construction;
  - (a) prior to installation of sediment and erosion control measures;
  - (b) prior to backfilling pipelines and subsoil drains;

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- (c) prior to casting of pits and other concrete structures, including kerb and gutter, roads, accessways, aprons, pathways and footways, vehicle crossings, dish crossings and pathway steps;
- (d) proof roller test of subgrade and sub-base;
- (e) roller test of completed pavement prior to placement of wearing course;
- (f) prior to backfilling public utility crossings in road reserves;
- (g) prior to placement of asphaltic concrete;
- (h) final inspection after all works are completed and "Work As Executed" plans, including work on public land, have been submitted to Council.

Where Council is not nominated as the Principal Certifying Authority, documentary evidence in the form of Compliance Certificates stating that all work has been carried out in accordance with Camden Council's Development Control Plan 2011 and Engineering Specifications must be submitted to Council prior to the issue of the Subdivision/Occupation Certificate.

- (2) **Fencing of the "Construction" On-site Detention/Sediment Control Basin** – Any "construction" on-site detention/ sediment control basin must be enclosed by a 2.1m high security fence of a type approved by the Consent Authority (Camden Council). Any such fence is to be continually maintained and is to remain in place until this facility is removed or reconstructed to a temporary/permanent water quality facility.
- (3) **Fill Material** – For importation and/or placement of any fill material on the subject site, a validation report and sampling location plan for such material must be submitted to and approved by the Principal Certifying Authority.

The validation report and associated sampling location plan must:

- (a) be prepared by a person with experience in the geotechnical aspects of earthworks, and
- (b) be endorsed by a practising Engineer with Specific Area of Practice in Subdivisional Geotechnics, and
- (c) be prepared in accordance with:

For Virgin Excavated Natural Material (VENM):

- (i) the Department of Land and Water Conservation publication "Site investigation for Urban Salinity", and
  - (ii) the Department of Environment and Conservation - Contaminated Sites Guidelines "Guidelines for the NSW Site Auditor Scheme (Second Edition) - Soil Investigation Levels for Urban Development Sites in NSW".
- (d) confirm that the fill material:
- (i) provides no unacceptable risk to human health and the environment;
  - (ii) is free of contaminants;
  - (iii) has had salinity characteristics identified in the report, specifically the aggressiveness of salts to concrete and steel (refer Department of Land and Water Conservation publication "Site investigation for Urban Salinity");
  - (iv) is suitable for its intended purpose and land use; and

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(v) has been lawfully obtained.

Sampling of VENM for salinity of fill volumes:

- (e) less than 6000m<sup>3</sup> - 3 sampling locations,
- (f) greater than 6000m<sup>3</sup> - 3 sampling locations with 1 extra location for each additional 2000m<sup>3</sup> or part thereof.

For (e) and (f) a minimum of 1 sample from each sampling location must be provided for assessment.

Sampling of VENM for Contamination and Salinity should be undertaken in accordance with the following table:

Classification of Fill Material	No of Samples Per Volume	Volume of Fill (m <sup>3</sup> )
Virgin Excavated Natural Material	1 (see Note 1)	1000 or part thereof

**Note 1:** Where the volume of each fill classification is less than that required above, a minimum of 2 separate samples from different locations must be taken.

- (4) **Site Management (No Nuisance Creation)** - The developer must carry out work at all times in a manner which will not cause a nuisance to owners and occupiers of adjacent properties by the generation of unreasonable noise dust or other activity.

- (5) **Hours of Work** - All remedial work shall be conducted within the following hours:

Construction works shall be restricted to within the hours of 7.00am to 5.00pm, Monday to Friday, and on Saturday within the hours of 8.00am to 4.00pm inclusive, with no work on Sundays and Public Holidays.

Demolition and excavation works shall be restricted to within the hours of 8.00am to 5.00pm, Monday to Friday only. (Excavation work includes the use of any excavation machinery and the use of jackhammers, rock breakers, excavators, loaders and the like, regardless of whether the activities disturb or alter the natural state of the existing ground stratum or are breaking up/removing materials from the site).

The site supervisor and excavator shall display, on-site, their twenty-four (24) hour contact telephone number which is to be clearly visible and legible from any public place adjoining the site.

- (6) **Soil and Water Management** - All remedial works shall be conducted in accordance with a Soil and Water Management Plan. A copy of the Plan shall be kept on-site and made available to Council officers on request. All erosion and sediment measures must be maintained in a functional condition throughout the remediation works. Erosion and sediment controls shall be implemented in accordance with the "Managing Urban Stormwater Soils and Construction" manual and Council's policy".

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- (7) **Noise** - Remediation work shall not give rise to an 'offensive noise' as defined in the *Protection of the Environment Operations Act 1997*.

Remediation work shall comply with the requirement of the NSW Industrial Noise Policy and the Environment Protection Authority' Environmental Noise Manual for the control of construction site noise that specifies that:

- (a) for a cumulative period of exposure to construction activity noise of up to 4 weeks, the Laeq (15 minute) emitted by the works to specific residences should not exceed the LA90 background level by more than 20 dBA;
- (b) for a cumulative construction noise exposure period of between 4 to 26 weeks, the emitted Laeq (15 minutes) noise level should not exceed the LA90 level by more than 10 dBA;
- (c) for a cumulative construction noise exposure period greater than 26 weeks, the emitted Laeq (15 minute) noise level should not exceed the LA90 level by more than 5 dBA.
- (8) **Air Quality (Dust and Odours)** - Dust emissions shall be confined within the site boundary.
- (9) **Remediation Works Inspection** - A qualified Environmental Consultant or Scientist will be required to frequently inspect the remediation works to confirm compliance with the RAP that includes all health and safety requirements.
- (10) **Salinity Management Plan** - All proposed construction works that includes earthworks, imported fill, landscaping, buildings, and associated infrastructure proposed to be constructed on the land must be carried out or constructed in accordance with the management strategies as contained within the Salinity Management Plan as contained under Section 2 of the report titled *Soil Contamination Assessment and Salinity Management Plan, Lot 1 Hilder Street, Elderslie*, prepared by Harvest Scientific Services Pty Ltd, Job Reference 200904, dated 01/05/2007.
- (11) **Construction Noise Levels** – Noise levels emitted during Construction works shall be restricted to comply with the construction noise control guidelines set out in Chapter 171 of the NSW EPA's Environmental Noise Control Manual. This manual recommends:

Construction period of 4 weeks and under:

The L10 level measured over a period of not less than 15 minutes when the construction site is in operation must not exceed the background level by more than 20 dB(A).

Construction period greater than 4 weeks:

The L10 level measured over a period of not less than 15 minutes when the construction site is in operation must not exceed the background level by more than 10 dB(A).



- (12) **Dust Control** - Potential dust sources on-site must be minimised through the maintenance of vegetation cover and the use of water sprays to suppress dust from exposed areas during periods of dry and/or windy weather.
- (13) **Unexpected Finds Contingency (General)** - Should any further suspect materials (identified by unusual staining, odour, discolouration or inclusions such as building rubble, asbestos, ash material etc) be encountered during any stage of earthworks/site preparation/ construction, then such works must cease immediately until a qualified Environmental Consultant has been contacted and has conducted a thorough assessment. In the event that contamination has been identified as a result of this assessment and remediation is required, site works must cease in the vicinity of the contamination and the Consent Authority must be notified immediately.

Where remediation work is required, the Applicant will be required to comply fully with Council's Policy - Management of Contaminated Lands with regard to obtaining consent for the remediation works.

- (14) **Remediation Works** - All works proposed as part of the Remediation Action Plan that includes remediation, excavation, stockpiling, on-site and off-site disposal; and that includes storage, cut, fill, backfilling, compaction, monitoring, validations, site management and security must be undertaken in accordance with the report titled Remediation Action Plan, Oxley and Herbert Rivulets - Riparian Zone, Camden Valley Way, Hilder Street and Camden By-Pass, Elderslie Release Area, prepared by GeoEnviro Consultancy Pty Ltd, reference JE04210A-r2, dated August 2004. .

Any variation or modification to the Remedial Action Plan in terms of compliance work must be requested from the Consent Authority (Camden Council) in writing prior to validation. With regard to remediation work, any proposed variation of works must be approved by the Consent Authority (Camden Council) in writing prior to the works being undertaken.

#### 5.0 - Subdivision Certificate

The following conditions of consent shall be complied with prior to the Council or an Accredited Certifier issuing a Subdivision Certificate.

- (1) **Section 94 Contributions – Stage 1:**
- (a) **Section 94 Contributions** - Pursuant to Camden Contributions Plan 2011 adopted in April 2012, a contribution must be paid to Council of \$7,110 per additional lot or dwelling, total \$234,630 for **Open Space, Recreation & Community Land**.

The contribution must be indexed by the methods set out in Paragraph 2.15.2 of the plan and paid Prior to the issue of a Subdivision Certificate.

The monetary contribution may at the sole discretion of Council be offset by the value of land transferred to Council or by works in kind. Such works cannot commence until an agreement is made with Council pursuant to the Contributions Plan. If such an agreement is to be undertaken, it must be signed prior to the release of a Subdivision Certificate.

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- (b) **Section 94 Contributions** - Pursuant to Camden Contributions Plan 2011 adopted in April 2012, a contribution must be paid to Council of \$9,486 per additional lot or dwelling, total \$313,038 for **Recreation & Community Facilities, Volunteer Emergency Services Facilities and Plan Preparation & Administration Services.**

The contribution must be indexed by the methods set out in Paragraph 2.15.1 of the plan and paid Prior to the issue of a Subdivision Certificate.

- (c) **Section 94 Contributions** - Pursuant to Camden Contributions Plan 2011 adopted in April 2012, a contribution must be paid to Council of \$39,795 per additional lot or dwelling, total \$1,313,235 for **Drainage, Roadworks, Traffic Facilities, Open Space Embellishment and Masterplan.**

The contribution must be indexed by the methods set out in Paragraph 2.15.1 of the plan and paid prior to the issue of a Subdivision Certificate.

The monetary contribution for Drainage, Roadworks, Traffic Facilities, Open Space Embellishment and Masterplan may at the sole discretion of Council be offset by the value of land transferred to Council or by works in kind. Such works cannot commence until an agreement is made with Council pursuant to the Contributions Plan. If such an agreement is to be undertaken, it must be signed prior to the release of a Subdivision Certificate.

(2) **Section 94 Contributions – Stage 2:**

- (a) **Section 94 Contributions** - Pursuant to Camden Contributions Plan 2011 adopted in April 2012, a contribution must be paid to Council of \$7,110 per additional lot or dwelling, total \$7,110 for **Open Space, Recreation & Community Land.**

The contribution must be indexed by the methods set out in Paragraph 2.15.2 of the plan and paid Prior to the issue of a Subdivision Certificate.

The monetary contribution may at the sole discretion of Council be offset by the value of land transferred to Council or by works in kind. Such works cannot commence until an agreement is made with Council pursuant to the Contributions Plan. If such an agreement is to be undertaken, it must be signed prior to the release of a Subdivision Certificate.

- (b) **Section 94 Contributions** - Pursuant to Camden Contributions Plan 2011 adopted in April 2012, a contribution must be paid to Council of \$9,486 per additional lot or dwelling, total \$9,486 for **Recreation & Community Facilities, Volunteer Emergency Services Facilities and Plan Preparation & Administration Services.**

The contribution must be indexed by the methods set out in Paragraph 2.15.1 of the plan and paid Prior to the issue of a Subdivision Certificate.

- (c) **Section 94 Contributions** - Pursuant to Camden Contributions Plan 2011 adopted in April 2012, a contribution must be paid to Council of \$39,795 per additional lot or dwelling, total \$39,795 for **Drainage,**

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**Roadworks, Traffic Facilities, Open Space Embellishment and Masterplan.**

The contribution must be indexed by the methods set out in Paragraph 2.15.1 of the plan and paid prior to the issue of a Subdivision Certificate.

The monetary contribution for Drainage, Roadworks, Traffic Facilities, Open Space Embellishment and Masterplan may at the sole discretion of Council be offset by the value of land transferred to Council or by works in kind. Such works cannot commence until an agreement is made with Council pursuant to the Contributions Plan. If such an agreement is to be undertaken, it must be signed prior to the release of a Subdivision Certificate.

- (3) **Section 88B Instrument** - The developer must prepare a Section 88B Instrument for approval by the Principal Certifying Authority which incorporates the following easements and restrictions to user:
- (a) Easement for services.
  - (b) Easement to drain water.
  - (c) Easement for water quality.
  - (d) Restriction as to user of Lots 28 to 32 (inclusive) – The boundary fences of lots 28 to 32 (inclusive) with Lot 2, DP 558686 and Lot 1, DP 518913 are to be a timber paling fence only. Variations (i.e. Colorbond) are not acceptable.
  - (e) Restriction as to user of Lot 28:
    - (i) Any dwellings on this lot must be designed to have frontage and address the street frontages of both Hilder Street and the road proposed to be named "Peter Street" on the approved subdivision plan;
    - (ii) Any fence fronting Hilder Street on this lot is to be a low, plain open fence and must return along the boundary of Lot 1, DP 518913 until the front façade of the dwelling located on Lot 1, DP 518913;
    - (iii) Any dwelling façade on this lot addressing Hilder Street must have an asymmetrical appearance, with either a gable or hipped roof or a combination of both, and a verandah; and
    - (iv) Garage and driveway access to the property is only permitted from the road proposed to be named "Peter Street" on the approved subdivision plan.
  - (f) Restriction as to user of Lots 28 to 30:
    - (v) Any two storey component of dwellings on these lots is to be positioned predominantly toward the road proposed to be named "Peter Street" on the approved subdivision plan, maintaining a

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- minimum setback of 6m from the boundary adjoining Lot 1, DP 518913; and
- (vi) Any two storey component of dwellings on these lots is to be coloured in neutral earth tones to blend into the background.
- (g) Public positive covenant, over the proposed lot/s containing the:
- (i) modified "construction" on-site detention/sediment control basin and water quality facility, and/or
- (ii) permanent water quality facility,
- for the maintenance, repair and insurance of such a facility.
- (ii) Restriction as to user of all lots within Stages 1 and 2 that all proposed construction works that includes earthworks, imported fill, landscaping, buildings, and associated infrastructure proposed to be constructed on the land must be built in accordance with the Salinity Management Plan as contained under Section 2 of the report titled *Soil Contamination Assessment and Salinity Management Plan, Lot 1 Hilder Street, Elderslie*, prepared by Harvest Scientific Services Pty Ltd, Job Reference 200904, dated 01/05/2007. Compliance with the Plan must be demonstrated for each residential development Application.
- (4) **Services** - Prior to the issue of any Subdivision Certificate the following service authority certificates/documents must be obtained and submitted to the Principal Certifying Authority for inclusion in any Subdivision Certificate application:
- (a) a certificate pursuant to s.73 of the *Sydney Water Act 1994* stating that both water and sewerage facilities are available to each allotment. Application for such a certificate must be made through an authorised Water Servicing Co-ordinator;
- (b) a Notification of Arrangements from Endeavour Energy;
- (c) written advice from an approved telecommunications service provider (Telstra, Optus etc) stating that satisfactory arrangements have been made for the provision of underground telephone plant within the subdivision/development.
- (5) **Show Easements On The Plan Of Subdivision** - The developer must acknowledge all existing easements on the final plan of subdivision.
- (6) **Show Restrictions On The Plan Of Subdivision** - The developer must acknowledge all existing restrictions on the use of the land on the final plan of subdivision.
- (7) **Stormwater Destination** – Prior to the issue of the Subdivision Certificate, pit lintels must be labelled with permanent stencilled signs in accordance with Camden Council's current Engineering Design Specifications.
- (8) **Surveyor's Report** - Prior to the issue of the Subdivision Certificate a certificate from a registered surveyor must be submitted to the Certifying

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Authority, certifying that all drainage lines have been laid within their proposed easements. Certification is also to be provided stating that no services or accessways encroach over the proposed boundary other than as provided for by easements as created by the final plan of subdivision.

- (9) **Value Of Works** - Prior to release of the Subdivision Certificate, the applicant must submit itemised data and value of civil works for the inclusion in Council's Asset Management System. The applicant can obtain from Council upon request, a template and requirements for asset data collection.
- (10) **Bond for Final Layer of Asphaltic Concrete** - Prior to the issue of the Subdivision Certificate the applicant is to lodge a monetary bond with Camden Council for the placement of the final layer of asphaltic concrete wearing course on all proposed public roads within this subdivision.

The bond is to be in the form of cash or an unconditional bank guarantee in favour of Camden Council, and must be equivalent to 130% of the value of the works, including the cost of all reinstatement works, with the estimated cost of such work being determined by reference to Council's current Schedule of Fees and Charges.

The work is to be completed within 5 years from the registration of the Subdivision Certificate/Plan of Subdivision or when Occupation Certificates for dwellings associated with 80% of the lots created by a subdivision adjoining such road have been issued.

Camden Council reserves the right to claim against the bond at any time.

**Note 1:** An administration fee, in accordance with Council's current Schedule of Fees and Charges, is applicable for the processing of bonds.

**Note 2:** It should be noted that Council will not refund/release the bond until:

- (a) the work has been completed to the requirements of Camden Council, and/or
- (b) where applicable a suitable replacement bond is submitted.

- (11) **Works as Executed Plan** - Prior to the issue of any Subdivision Certificate, a works-as-executed plan in both hard copy and electronic form (.dwg files or equivalent) in accordance with Camden Council's current Engineering Construction Specifications must be provided.
- (12) **Final Layer Asphaltic Concrete (Roads)** - The final asphaltic concrete wearing course layer must not be placed on the carriageway of any road until:
- (a) a Subdivision Certificate has been issued by the Principal Certifying Authority, Camden Council,
  - (b) the Subdivision Certificate/Plan of Subdivision has been registered with the Department of Lands - Land and Property Information,

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- (c) the terms of any bond for such work have been confirmed to be satisfied by the Roads and Maritime Services and Camden Council, and
  - (d) a Public Road Activity (Roadworks) application has been submitted to and approved by the Roads and Maritime Services and Camden Council.
- (13) **Subdivision Certificate Release** - The issue of a Subdivision Certificate is not to occur until all conditions of this consent have been satisfactorily addressed and all engineering works are complete unless otherwise approved in writing by the Principal Certifying Authority.
- (14) **Plot Watercourses** - The developer must chart the natural watercourse on the subdivision.
- (15) **Construction of Permanent Water Quality Facilities** – A permanent water quality facility must be constructed: -
- (a) in accordance with the approved plans and Elderslie Water Cycle Master Plan,
  - (b) to the requirements of Camden Council.
  - (c) when Occupation Certificates for dwellings associated with 80% of the lots have been issued.

Any earth batters associated with such a facility must be compacted and stabilised to ensure that the integrity of the batters is continually maintained.

- (16) **Permanent Water Quality Facility Operation, Maintenance and Monitoring Manual/s** - Prior to the issue of any Subdivision Certificate, Operation and Maintenance and Monitoring Manual/s for the permanent water quality facilities must be submitted to the Principal Certifying Authority for approval.

The manuals must be prepared by a suitably qualified professional in accordance with the requirements of the water quality criteria contained within the approved Water Cycle Master Plan for Elderslie and must provide detailed information regarding the following:

- (a) vegetation management
- (b) removal of noxious weeds
- (c) replacement of filter medium
- (d) water quality

Sampling - water quality sampling should be undertaken for all relevant Water quality parameters contained within the approved "Water Cycle Master Plan". Samples are to be taken from the inlet point of the "on-site detention / sediment Control Basin" and the outlet point of the "Water Quality Facility".

Frequency - The frequency of sampling for each facility must include quarterly sampling. Where prolonged drought conditions exist and water is unavailable

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for testing on a quarterly basis then a minimum of 4 samples must be taken (within a 12 month period) when water is available with a minimum of 2 months between sampling periods.

Discussion of sampling results. A comparison of results with respect to the level of compliance with water quality targets/ criteria will be required and include recommendations for corrective action where non-compliance is determined.

In that regard the manual must indicate that water quality sampling and monitoring report/s must be submitted to Camden Council at the commencement of monitoring and six (6) months after the initial sampling.

Methodology for attainment of the required water quality discharge parameters. Methodology/measures are required to ensure that the subject temporary facilities remain functional/operational until such time as they are decommissioned and replaced/reconstructed as a permanent water quality facility.

- (17) **Modified "Construction" On-site Detention/Sediment Control Basin and Water Quality Facility, Operation, Maintenance and Monitoring Manual** - Prior to the completion of the modified "construction" on-site detention/sediment control basin and water quality facility, an Operation, Maintenance and Monitoring Manual must be submitted to the Principal Certifying Authority for approval.

The manual must be prepared by a suitably qualified professional in accordance with the requirements of Managing Urban Stormwater – Soils and Construction, Volume 1, 4th Edition, March 2004 as produced by Landcom and must provide detailed information regarding the following:

- (a) method of desilting
- (b) method of removal of sediment and gross pollutants
- (c) method of removal of noxious weeds.

Water quality sampling should be undertaken for all relevant water quality parameters contained within the approved "Water Cycle Master Plan". Samples are to be taken from the inlet point of the "on-site detention / sediment Control Basin" and the outlet point of the "Water Quality Facility".

The frequency of sampling for each facility must include quarterly sampling. Where prolonged drought conditions exist and water is unavailable for testing on a quarterly basis then a minimum of 4 samples must be taken (within a 12 month period) when water is available with a minimum of 2 months between sampling periods.

Water quality sampling and monitoring results/reports are required and must be submitted to the Council within one (1) month after each complete quarterly sampling period.

- (18) **Soil Erosion and Sediment Control Plans** - Soil erosion and sediment control plans must be designed and installed in accordance with Camden Council's current Engineering Design Specifications.
- (19) **Bond for the Decommissioning of the Modified "Construction" On-site Detention/ Sediment Control Basin and Water Quality Facility** - Prior to the

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issue of any Subdivision Certificate a bond for:

- (a) the conversion of the modified "construction" on-site detention/sediment control basin and water quality facility to a temporary/permanent water quality facility, and/or
- (b) the removal of the modified "construction" on-site detention/ sediment control basin and water quality facility and reinstatement of the area in accordance with the approved plan must be lodged with Camden Council.

The bond:

- (a) applies only where such a facility is located in existing and/or proposed public land,
  - (b) has been determined at an amount of 150% of the total value of works, and
  - (c) will be retained by Council until:
    - (i) such works have been completed in accordance with the approved plans and to the requirements of Council,
    - (ii) a permanent water quality facility has been provided in a public infrastructure location approved by Council, and
    - (iii) the completion of such work has been confirmed, in writing, by Council.
- (20) **Modification of the "Construction" On-site Detention/ Sediment Control Basin** – After three (3) months of the registration of the Subdivision Certificate/Plan of Subdivision by the Department of Lands – Land and Property Information, the "construction" on-site detention/sediment control basin must be modified to include a water quality component.

The water quality component must have the following:

- (a) a filter medium must be included in the design.
  - (b) 50% of the total number of "macrophyte" type plants, the details of which are noted on the approved plans, must be planted within the filter medium area.
- (21) **Street Lighting** - Street lighting associated with the subdivision, Hilder Street and the future round about must be provided in accordance with the relevant Australian standards, Endeavour Energy approval and the satisfaction of the Principal Certifying Authority. All such work must be complete and operative **prior to the issue of the Subdivision Certificate**.
- (22) **Services** - All services (water, sewer, electricity, telephone and gas) to all allotments are to be installed and fully operational prior to the subdivision certificate being issued.



- (23) **Street Trees, Their Tree Root Barrier Guards, Protective Guards and Bollards** - During any earthworks, construction works or other development works relating to this Consent, the Applicant is advised:
- (a) that any nature strip street trees, their tree guards, protective bollards, garden bed surrounds or root barrier installation which are disturbed, relocated, removed, or damaged must be successfully restored at the time the damage or disturbance occurred;
  - (b) any repairs, relocations, reinstallations or replacements needed to the street trees, bollards, garden bed surrounds, tree guards or existing root guard barriers, are to be completed with the same type, species, plant maturity, materials and initial installation standards and the works and successful establishment of the trees carried out prior to the issue of the Subdivision Certificate.
- (24) **Installation of Street Trees and Their Protective Guards and Bollards** -
- (a) The Applicant is advised that all nature strip street trees are to be installed with the following installation requirements.
  - (b) All street trees are to have well constructed tree guard protection installed. A minimum requirement is the installation of at least 3 bollards per street tree. The bollards are to be installed approximately 1m from the main stem of the tree. The bollards are to be sourced in minimum 1.8m length, which will allow for 1.2m above ground exposure and .6m buried support. The bollards are to be timber (or other acceptable composite material) and a minimum 150mm x 150mm width. Timber bollards are to be a durability minimum of H4 CCA.
  - (c) All street trees are to have appropriate root barrier installation to the kerb.
  - (d) Prior to the issue of the Subdivision Certificate, any nature strip street trees, their tree guards, protective bollards, garden bed surrounds or root barrier installation which are disturbed, relocated, removed, or damaged must be successfully restored.
  - (e) Any repairs, relocations, installations or replacements needed to the street trees, bollards, garden bed surrounds, tree guards or existing root guard barriers, are to be completed with the same type, species, plant maturity, materials and initial installation standards and the works and successful establishment of the trees carried out prior to the issue of the Subdivision Certificate.
  - (f) All street trees are to be sourced in a minimum 75 litre container size, are not multi-stemmed and can stand alone without the need for staking.
- (25) **Works-As-Executed Plan** - A works as executed plan in .dwg format or equivalent that identifies the areas requiring remediation and the extent of the works undertaken (that includes any encapsulation work) must be prepared by a registered surveyor and be submitted to the Consent Authority (Camden Council) with the final Site Validation Report.

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- (26) **Site Validation Report** – A validation report incorporating a notice of completion must be submitted to the Consent Authority in accordance with the requirements of clause 7.2.4 (a) - (d) and clause 9.1.1 of Council's adopted policy and clause 17 & 18 of SEPP 55 for the completed remediation works. The notice/s or report/s must confirm that all decontamination and remediation works have been carried out in accordance with the remediation plan and must be submitted to the Consent Authority within 30 days following the completion of the works. The validation report must be reviewed by an Officer of the Environment and Health Branch and be approved in writing prior to the issue of any subdivision certificate applicable to the land covered by the RAP.
- (27) **Hilder Street Connection and Service Relocation** – Prior to the issue of any Subdivision Certificate the works associated with the connection with Hilder Street must be completed for that area adjacent to, and for the full length of, the development site, including the intersection with proposed Peter St and Alpeng Street.
- The reconstruction shall:
- (a) be in accordance with Council's design plans for Hilder Street;
  - (b) include all required road transitions at the extremities;
  - (c) include all associated drainage infrastructure & Public Utility Service Installation/adjustment/undergrounding;
  - (d) all existing overhead powerlines adjoining the site within Hilder Street must be removed and placed underground;
  - (e) include the kerb returns associated with the roundabout and connection designed in the above-mentioned plans;
- (28) **Dedication of Land** - Proposed lot 34 must not be dedicated to Council as part of this development consent.
- (29) **Damaged Assets** – Any work and public utility relocation within a public place shall incur no cost to Council (including any modifications to the existing kerb and drainage pits at the intersections of proposed Peter and Alpeng Streets with Hilder Street).

#### END OF CONDITIONS

#### RECOMMENDED

That Council approve Development Application 1387/2011 for a staged subdivision of land (2 stages) to create a total of 34 residential lots, 1 residue lot, 1 riparian corridor lot and construction of roads, drainage, landscaping and associated site works at No 65 (Lot 1, DP 612821) Hilder Street, Elderslie, subject to the conditions listed above.

#### ATTACHMENTS

1. Proposed plans
2. Elderslie Master Plan
3. Submissions - *Supporting Document*
4. Addresses of Submissions - *Supporting Document*

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### Ordinary Council Resolution

Resolution: Moved Councillor Copeland, Seconded Councillor Warren that Council approve Development Application 1387/2011 for a staged subdivision of land (2 stages) to create a total of 34 residential lots, 1 residue lot, 1 riparian corridor lot and construction of roads, drainage, landscaping and associated site works at No 65 (Lot 1, DP 612821) Hilder Street, Elderslie, subject to the conditions listed above.

ORD237/12 THE MOTION ON BEING PUT WAS LOST

(Councillors Bligh and Copeland voted in favour of the Motion, Councillors Campbell, Dewbery, Fedeli, Fischer, Sidgreaves, Symkowiak and Warren voted against the Motion).

### MOTION

Moved Councillor Symkowiak, Seconded Councillor Warren that:

- i. Council defer this item until the next Council meeting on 23 October 2012; and
- ii. Before that time, Council officers attempt to speak to the developers to negotiate the removal of the following two lots, lots 8 and lots 19, and any other subsequent items that are raised as a result of this negotiation.

ORD238/12 THE MOTION ON BEING PUT WAS CARRIED

(Councillors Bligh, Dewbery, Campbell, Copeland, Fedeli, Fischer, Sidgreaves, Symkowiak and Warren voted in favour of the Motion. No Councillors voted against the Motion).

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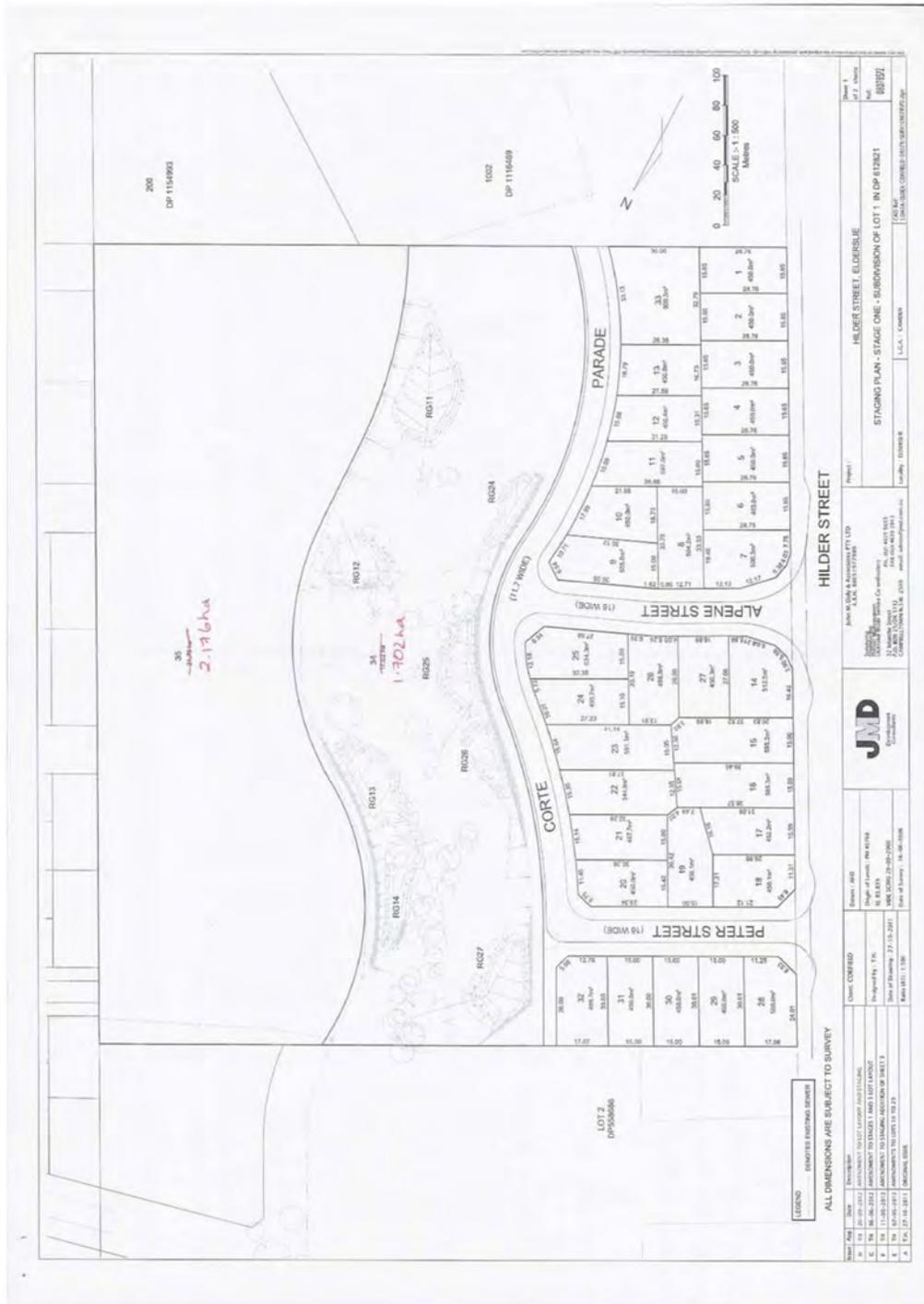
Attachment 2

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Attachment 2

Attachment 1

Proposed plans



Attachment 1

Proposed plans



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Attachment 2

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Attachment 2

Attachment 2

Elderslie Master Plan





## ORDINARY COUNCIL

ORD04

ORD04

**SUBJECT:** COMPANION ANIMAL MICROCHIPPING DAYS  
**FROM:** Director, Development and Health  
**BINDER:** E&H/Animals/Law & Enforcement/Companion Animals Act

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### PURPOSE OF REPORT

The purpose of this report is for Council to consider a program to enhance community awareness and compliance in relation to the implantation of microchips in companion animals.

The intended outcome of this program is increased awareness within the community about responsible pet ownership which will assist in facilitating lower animal euthanasia rates.

### BACKGROUND

During 2011, in conjunction with Renbury Animal Shelter and the Camden Advertiser, Council ran a 12 month program titled 'Adopt a Pet' which saw the retention of impounded but unclaimed companion animals for an additional six days after the mandatory holding period. Each week photographs of selected animals were placed in the local newspaper with the hope that they would be reclaimed by their owner, sold or rescued for adoption.

On 26 June 2012, Council considered a report on the success of the 'Adopt a Pet' trial program and decided as follows:

*That Council:*

- i. discontinue the 'Adopt a Pet' trial program; and*
- ii. commit \$15,000 in the 2012/2013 budget to enable a microchipping program to be conducted, subject to a further report to Council on the details of the program.*

The *Companion Animals Act 1998* is the relevant legislation for the effective and responsible care and management of companion animals. The Act requires that companion animals be identified by way of microchip by 12 weeks of age and registered by 6 months of age.

The primary benefit of microchipping is that if an animal becomes lost then Council's rangers and veterinary practitioners can scan the animal and identify the owner, therefore quickly reuniting an animal with its owner.

### MAIN REPORT

Unfortunately many animals are not identified and end up in Council pounds and get euthanised. Compared to other areas, Camden Council has a low euthanasia rate for dogs. Cats on the other hand have a higher euthanasia rate, probably due to the nature of cats in that they are more likely to wander and many are not microchipped.

Government and non-government organisations recognise the identification of companion animals as an effective method of raising community awareness of responsible pet ownership. In turn, this leads to higher levels of desexing of animals, therefore reducing unwanted litters.

As Council has not held an event before, it is difficult to predict the number of animals that may attend a free microchipping event.

It is considered that a microchipping event would be best held on weekends to enable as many people as possible to attend. It is envisaged that free microchipping be made available to Camden residents (and not animal breeders) for three hours on a weekend with separate days for dogs and cats.

Part of the program should include educating owners on the legal requirements to register animals and on the benefits of desexing animals. As mentioned above, companion animals are required to be microchipped by 12 weeks of age and registered by 6 months. The gap between microchipping and registration is to allow the animal to mature before desexing. The legislation provides financial benefit for the desexing of an animal prior to registration. The desexing of animals is an inherent part of the responsible pet ownership message and that can be promoted at microchipping events.

#### **EXPRESSION OF INTEREST**

Eleven veterinary clinics operating in the Camden LGA, Sydney University Farms and Renbury Animal Shelter were invited to submit an expression of interest to undertake a microchipping program on behalf of Council. Responses were received from three businesses.

#### **A table summarising the submissions is provided in the supporting documents.**

The attendance of a veterinary practitioner at microchipping events is preferable as an animal's welfare or resultant health issues can be managed by the vet and not Council.

In consideration of the above and the submissions received, it is recommended that Council engage Macarthur Veterinary Clinic for a period of 12 months to provide the microchipping program.

It is estimated that a microchipping event will involve the following costs:

- \$150 plus \$10 per animal that is microchipped;
- advertising - the estimated cost of a quarter page advertisement in two local newspapers is \$1,242 for two weeks;
- ancillary costs, ie \$200 tent hire, depending on where the event is held.

Total predictable costs would therefore be \$1,592 plus \$10 per animal in attendance.

To ensure that the service be made available to as many residents across the LGA, events could be arranged during the year at various locations, such as:

- Leppington Community Hall
- Elderslie off leash area
- Harrington Park Community Hall
- Paws in the Park 2013;



- Currans Hill Jack Nash Reserve
- Attendance at Veterinary Clinic on pre-arranged days.

As this is a new program for Council, a report can be brought back to Council in 12 months on the success of the program.

### **CONCLUSION**

Free microchipping days are primarily focussed towards people who have not been aware of the benefits and the legal requirements of microchipping as well as those people who have not been able to afford to have their animal microchipped.

The cost of holding a three hour event, including advertising, will be in the order of \$1,592 plus \$10 per animal presented on the day. It is proposed that this event proceed and that the program be further refined as required to ensure that the maximum number of animals are microchipped within the \$15,000 budget allocation.

### **RECOMMENDED**

**That Council:**

- i. conduct microchipping events at dates and locations to be confirmed; and**
- ii. engage Macarthur Veterinary Clinic for a period of 12 months on the basis of their submission dated 16 August 2012.**

ATTACHMENTS

1. Table of submissions - *Supporting Document*

**ORD04**



ORD05

## ORDINARY COUNCIL

ORD05

**SUBJECT:** CAMDEN DCP AMENDMENTS - SECTION C9 HARRINGTON GROVE  
**FROM:** Director Governance  
**BINDER:** Planning Proposals - Amendment 8

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### PURPOSE OF REPORT

The purpose of this report is to provide feedback to Council on the public exhibition and re-exhibition of the draft amendments for Section C9 (Harrington Grove) of the Camden DCP2009.

### BACKGROUND

At its meeting of 10 April 2012 Council resolved to adopt the Harrington Grove Planning Proposal (Amendment 8) and prepare and exhibit a DCP to reflect changes made as a result of the Planning Proposal.

Amendments to Section C9 (Harrington Grove) of the Camden DCP 2009 have been prepared to reflect these changes and were publicly exhibited from 13 June 2012 to 11 July 2012.

Due to an omission of an amendment to one of the controls, the DCP amendments have been re-exhibited. The re-exhibition was from 5 September 2012 to 2 October 2012.

### MAIN REPORT

A draft Planning Proposal for Harrington Grove (Amendment 8) was sent to the DPI on 19 April 2012 for the plan to be made. The plan is expected to be gazetted in the next few weeks. As a result of the Planning Proposal, changes to Section C9 of the Camden DCP 2009 were exhibited. These changes included:

- Removal of reference to Precinct O being an equestrian precinct;
- Rewording of objectives of Precinct O to reflect a broader range of lot sizes;
- Changes to various maps to reflect the changes to Precinct J;
- Removal of reference to very large lots in Precinct J; and
- Addition of a control for Precinct I to require a covenant to be placed on lots. The covenant should include: retaining of significant vegetation; revegetation of the northern boundary of each property; and provide that rural type fencing is required for the northern boundary.

### Public Exhibition

The public exhibition of the draft amendments to Section C9 of the Camden DCP 2010 was undertaken from 13 June 2012 to 11 July 2012. The exhibition material was displayed at Narellan and Camden Administration Centres and Libraries and on Council's website. A notice of exhibition was also placed in the local paper on 13 June 2012 and 27 June 2012.

During the 28 day public exhibition period of the proposed amendments to Section C9 (Harrington Grove) of the Camden DCP 2009, no public submissions were received addressing the exhibited amendments. However a submission was received on behalf of the developer of Harrington Grove.

#### Submission to Exhibition

The submission received by DPS (Consultant Planners for the developer of Harrington Grove) is proposing further minor changes to the DCP. These include:

- Updated Harrington Grove DCP maps to include revised lot layouts for Precinct F and G as a result of a Planning Proposal.
- A change to Control 8(c) in C9.4 'Pedestrian and Cycle Network'. The amended control will read as:  
    'Pedestrian and cycle share paths are to be provided in accordance with AustRoads Part 14 and locations are shown in Figure C35. These locations are indicative and subject to further detailed survey work and discussions with Council'.
- Changes to the Precinct Setback Table D11 in Part D, Section 2.3.4 of the DCP. Currently the table includes setbacks for Precincts A, B, C, D, E, H and K only. The amendment seeks to include setback provisions for Precincts F, G, I, J, L, M and O.

The revised maps will better reflect the changes resulting from the Planning Proposal. The revised control indicating the pedestrian and cycle paths location is indicative only and will help ensure that a DCP amendment is not required every time detailed survey work is undertaken for sections of the pathways. An amendment to Section D2.3.4 regarding setbacks provides setbacks for the new precincts that are consistent with the constructed areas of Harrington Grove. It is considered that these changes are minor in nature and will not require further exhibition and therefore should be supported.

#### Public re-exhibition

The initial report to Council outlining the amendments to the DCP included a new control for C9.14.9 of the DCP. This control was not taken over into the exhibition version of the draft DCP. Due to this omission the draft DCP was re-exhibited. The re-exhibition of the draft DCP was from 5 September to 2 October 2012 at Council's Administration Centres, libraries and website and a notice was placed in the local paper.

During the 28 day re-exhibition of the draft DCP an additional submission was received from DPS (Consultant Planners for Harrington Grove). This submission proposed a change to the new control i.e. control 10 in C9.14.9. The change is as follows:

*Original amendment to C9.14.9 (Control 10):*

*A covenant is to be placed on lots requiring: the retention of significant vegetation; revegetation of the northern boundary of each property; and provision of rural type fencing on the northern boundary.*

*Proposed amendment to C9.14.9 (Control 10):*

*A covenant is to be placed on residential allotments with rear yards fronting Cobbitty Road requiring: the retention of vegetation of high significance; revegetation of the northern boundary of each property; and provision of rural fencing on the northern*

*boundary. The alternative to this requirement is to provide a strip (minimum 4m width) of land containing high quality landscaping between the Cobbitty Road reserve and the residential subdivision, which aims to preserve the existing mature trees within the Cobbitty Road reserve.*

The proposed revision to C9.14.9 by the addition of a new control provides a good outcome in terms of landscaping between residential lots and Cobbitty Road reserve and those lots that back onto Cobbitty Road Reserve.

The amendments proposed in the submission to the exhibition and the submission to the re-exhibition have been incorporated into the draft DCP Sections 9 and 10 and are **provided in Attachment 1 to this report.**

A DCP cannot be in force if the relevant Planning Proposal is not gazetted. Legal advice has been sought as to the best way to overcome legislative timing requirements for notifying the DCP. It is advised that Council can endorse the amendments and then delegate the decision to the General Manager to adopt the DCP following the gazettal of the Planning Proposal, which is anticipated within the next two months. Once the DCP amendment is adopted it can then be notified in the newspaper, at which time it will come into force.

### **CONCLUSION**

The exhibited amendments will help ensure that the Planning Proposal changes are reflected in Camden's DCP. The post exhibition amendments will also ensure the Planning Proposal changes are reflected in Camden's DCP, and that changes to the pedestrian and cycle paths location can occur when needed, that a good landscape outcome between residential lots and the Cobbitty Road Reserve is achieved and that the development is delivered in a consistent way. Because of the minor nature of the post exhibition amendments it is considered that further exhibition is not required.

### **RECOMMENDED**

#### **That Council:**

- i. endorse but not formally approve the amendments to the DCP as outlined in this report subject to the LEP being gazetted; and**
- ii. delegate to the General Manager the function of formally approving and publicly notifying the approval of the DCP in accordance with Clause 21 of the EPA Regulation once the Council has accurate knowledge of when the LEP will commence.**

#### ATTACHMENTS

1. Draft DCP Post Exhibition Amendments

## C9 Harrington Grove

### C9.1 Introduction

Harrington Grove is located to the north of the existing Harrington Park Estate and is adjacent to the rural living allotments to the east of Macquarie Grove Road (Figure C29). The site is largely undeveloped and is bound by Camden Valley Way to the east, Cobbitty Road to the north and Macquarie Grove Road to the west. The Northern Road bisects Harrington Grove into two areas.

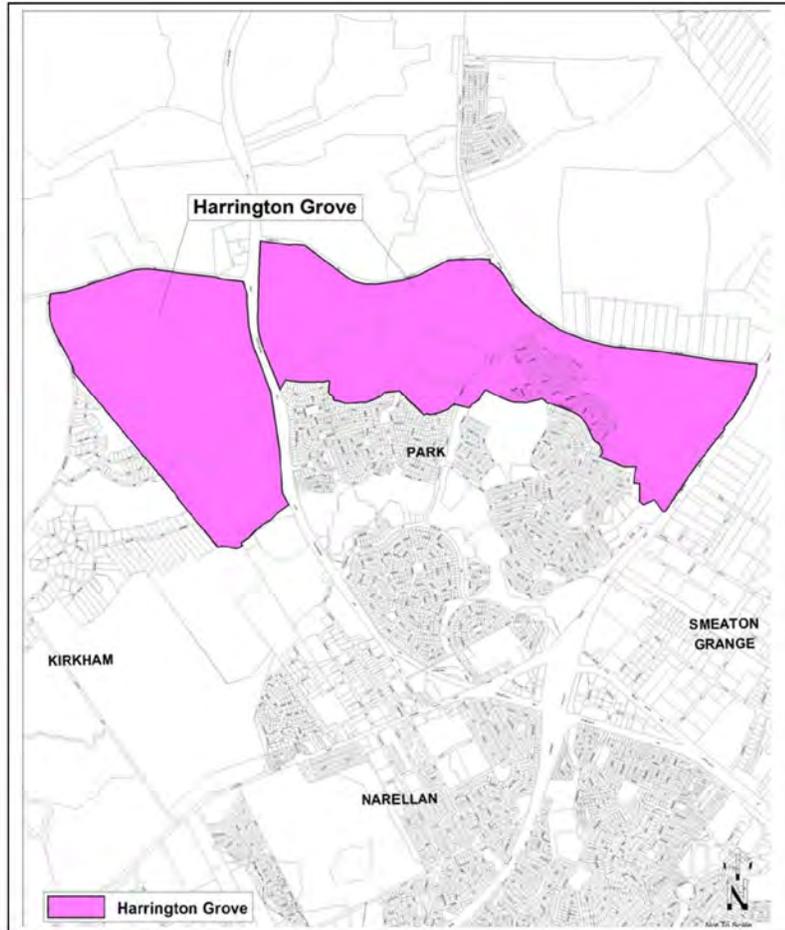


Figure C29 Harrington Grove Site and Location Plan

### Harrington Grove Planning Principles

Harrington Grove will provide a diverse range of environments focused on both urban development and conservation outcomes.

An ecological and open space corridor will be a key feature of the site. The corridor will extend from Macquarie Grove Road through the Orielton Homestead property broadly along the alignment of Cobbitty Creek. It will extend into the north-western section of the main part of the Harrington Park property, before traversing the northern part of that site through to Camden Valley Way. The corridor provides habitat for the conservation of Cumberland Plain Woodland and its associated flora and fauna in a large, contiguous land unit.

Over time, as the place transforms from a mix of bushland and rural pasture, it will progressively become part of a larger regional bio-diversity network, performing the function of an ecological corridor. It will do this by creating linkages to other lands with ecological value. The corridor will also provide recreational opportunities in the form of a walking trail which provides access to key points of visual interest such as hilltops and viewing points for the key heritage items.

A site will also be created at the top of Crear Hill on Harrington Park where a restaurant will be able to be provided. The design and scale of the restaurant and associated facilities such as parking areas will be in keeping with the bushland character of the setting. Particular attention will be paid to minimising the visual impact of any structures in this area.

The existing landscape corridor along Cobbitty Road and Macquarie Grove Road will be substantially preserved. Significant hedging and fence lines will be retained, and views across the landscape will be preserved. Areas of consolidated bushland will be preserved, restored and maintained over time. Appropriate traffic management measures will be implemented within this context.

Harrington Grove and Orielton will also incorporate areas of housing. These will vary in character and scale across the site, and are separately described below.

Areas zoned RI General Residential located in the central part of the Orielton property, and generally on the eastern side of Harrington Grove, will reflect a lower density residential character of detached houses on large lots within a pedestrian friendly environment.

These areas will feature one and two storey dwelling houses on generously sized allotments, with private rear yards and open front gardens. All dwellings will be designed to address the streets and public spaces such as parks, and will be designed to achieve high levels of water and energy efficiency. The design of dwellings will reflect the natural setting of the properties, but will also be identifiably urban in character.

A site will be created within the central portion of Harrington Grove to facilitate the creation of a country club. This facility will provide a range of amenities to residents of Harrington Grove, which may include recreation facilities, meeting rooms, restaurants, bars, gymnasiums, community facilities, child care, associated office space and a sales office and other similar uses.

Native vegetation within parks and drainage lines will be preserved, and generally replicated in the landscaped areas of the residential development area. Plantings will be strongly reflective of the character of the surrounding bushland.

Other areas, zoned E4 Environmental Living, will also incorporate residential dwellings, but in a manner which is more sympathetic to the bushland environment. These dwellings are defined as eco-residential housing. This zone applies to the area to the north of Cobbitty Creek, adjacent to Cobbitty Road, and several areas generally located in the central part of the main Harrington Park site.

These places will be characterised by housing which is less densely developed, and approaching a more rural character. Dwellings and roads will be sensitively located in an effort to preserve as much existing vegetation as possible. Housing designs will be particularly reflective of the bushland settings of these areas, with materials and designs reflecting the need to minimise visual impact and address bushfire risks.

The bushland character of these places will be further enhanced in two discrete areas, located in the north-western and north-eastern corners of the main Harrington Park property. These dwellings will be located within a bushland setting, and materials and colours will reflect the muted tones of that environment. Dwellings will be located in defined building envelopes, and landscaping will be of an unobtrusive nature, relying primarily on existing surrounding vegetation. In the north-eastern corner of Harrington Park, the place will also be characterised by dwellings which generally seek to preserve existing vegetation, reflecting the ecological corridor role that this land plays. In both these locations, setbacks required for bushfire protection will be achieved without the removal of significant stands of existing vegetation.

Land is also set aside to provide curtilages for the two important heritage properties, Harrington Park and Orielton. These properties will remain prominent landmarks within the overall place, and will continue to be conserved in accordance with the approved Conservation Management Plans. Views to and from the homesteads will be preserved, as will their surrounding landscape and associated buildings. Dwellings proposed

In the areas adjacent to the curtilages set aside for these homesteads will be sympathetic to the heritage significance of these places.

A small area located to the south and west of the Orierton Homestead will be developed for low density residential purposes. This place will provide opportunities for housing in defined areas above the Narellan Creek flood line. Housing designs will reflect the visual prominence of this area, by using visually unobtrusive colours, and height, scale and mass which seeks to minimise visual impacts.

#### Objectives

1. Facilitate the development of Harrington Grove in a way that is environmentally sensitive and responds positively to the site's heritage and scenic character, while conserving large sections of regionally significant remnant bushland.
2. Provide a viable regionally significant habitat corridor in an east – west direction across the site, that retains the high value remnant Cumberland Plain Woodland and includes riparian corridors.
3. Protect the scenic character and significant views.
4. Provide appropriate curtilages in accordance with the Conservation Management Plans around the areas of heritage significance.
5. Facilitate the ongoing management and conservation of the natural and cultural heritage of the site.
6. Avoid development in areas of high salinity potential, areas with excessive steepness and associated instability.
7. Ensure future residents of the site are able to conveniently access employment, shops, educational, community facilities and recreational opportunities both within the site and in the surrounding area.
8. Ensure that development is staged in a manner which is efficient in terms of infrastructure use and provision.

ORD05

Attachment 1

### **C9.2 Structure Plan**

The Harrington Grove Indicative Structure Plan has been prepared as a strategic plan to demonstrate the vision for the future development of the subject land (Refer Figure C30). The Indicative Structure Plan was prepared in conjunction with the preparation of the Local Environmental Study and reflects the background studies and Government Agency negotiations.

The Indicative Structure Plan establishes a framework for the urban form and defines the critical components to satisfy the road pattern, land uses, conservation, drainage, transport and social infrastructure requirements. More detailed planning and design is required through the preparation of Precinct Plans prior to Development Applications being considered by Council.

The Indicative Structure Plan illustrates the road network and the proposed intersection locations along The Northern Road, Cobbitty Road and Camden Valley Way. This includes connections to existing roads within Harrington Park. The Indicative Structure Plan also illustrates a general road layout for the residential zoned land.

The Indicative Structure Plan also shows the land use activity across the subject land and the land within public ownership. This includes the area to the north and west of the Orielson Homestead, the land incorporating the southern face of Crear Hill (including Crear Hill) and the regional pedestrian & cycle sharepath traversing the subject land.

#### **Precinct Areas**

The Indicative Structure Plan has been divided into 15 Precincts. For the purpose of clarity, precincts have been grouped into the following Precinct Areas (Refer Figure C31).

1. Development Precincts
  - (a) R1 General Residential
  - (b) E4 Environmental Living
  - (c) R5 Large Lot Residential
2. Environmentally Sensitive Precincts
3. Heritage Homestead Precincts
4. Recreation Precincts



Figure C30 Harrington Grove Structure Plan

ORD05

Attachment 1

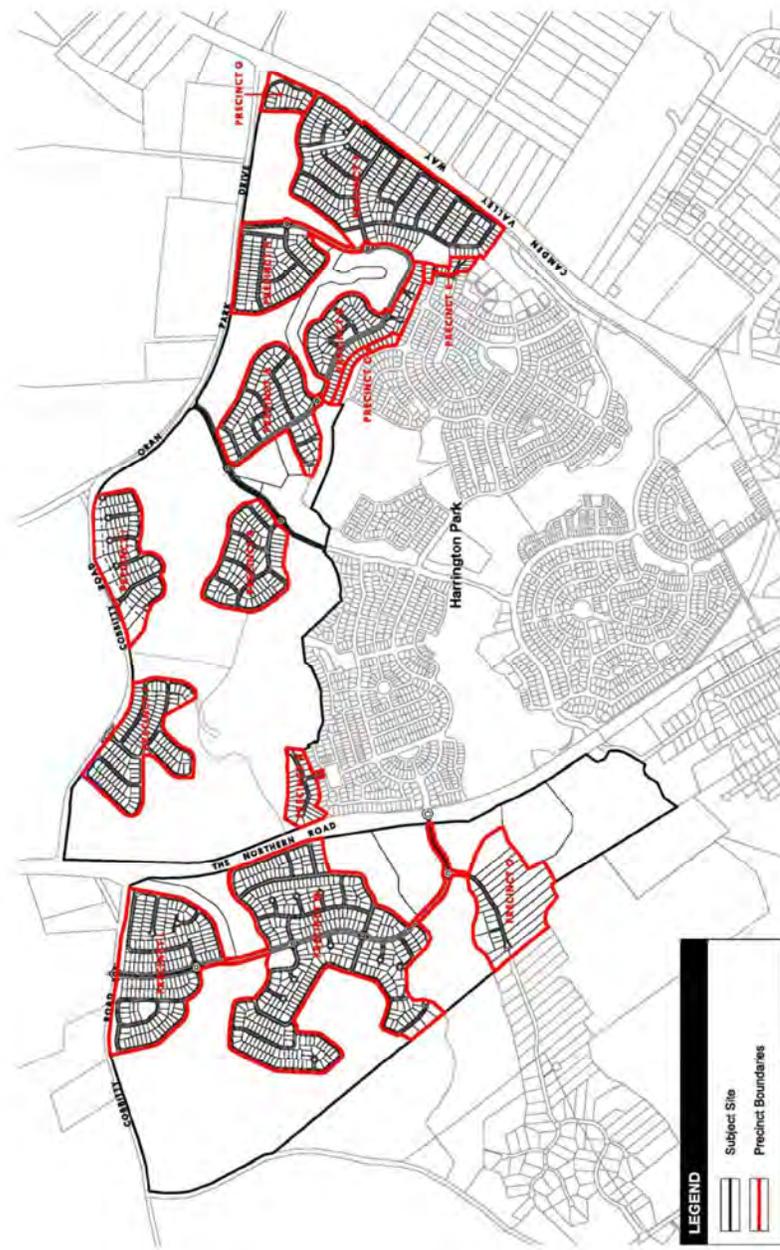


Figure C31 Harrington Grove Structure Plan Precincts

### C9.3 Street Network and Design

#### Background

This subsection establishes the road hierarchy (Figure C32) for and minimum street cross-sections for Harrington Grove.

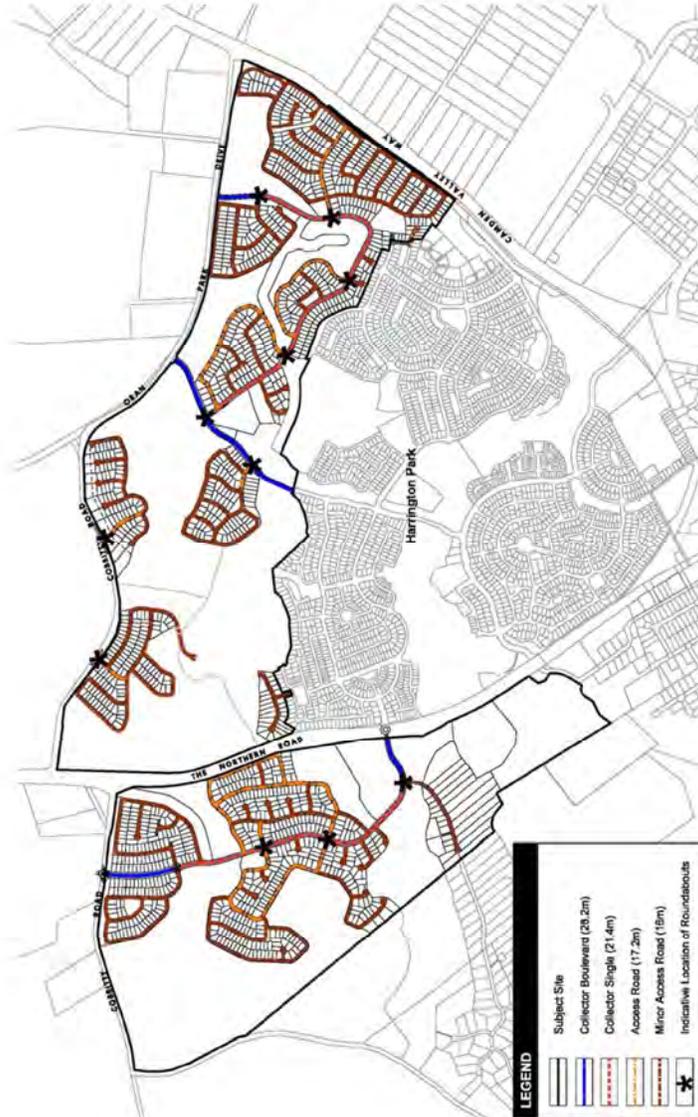
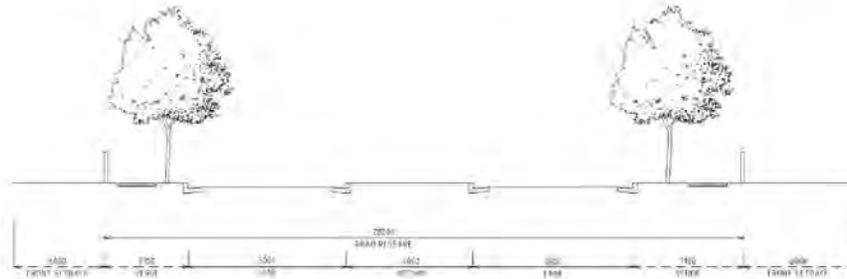


Figure C32 Harrington Grove Indicative Road Hierarchy Plan

ORD05

**Figure C32.1 Collector Road (Dual Carriageway).**

The Dual Carriageway Collector Road links lesser roads to the major road network. The 28.2m road reserve is adequate to accommodate the road pavement, bus bays, shared paths, median, and landscaping.



**Collector Road (Dual Carriageway)**

*Note: The median may be reduced to 2m within the existing Harrington Parkway road reserve. Harrington Parkway to be constructed in accordance with the provisions detailed in the following section.*

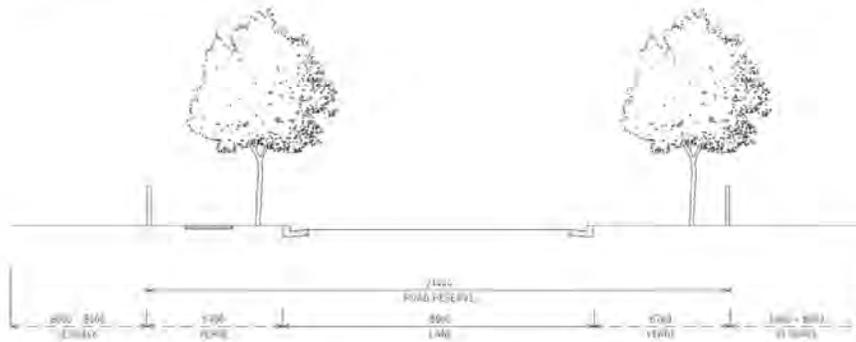
Road Type	Carriageway	Footway Width	Footpath Width	Road Reserve (Minimum)	Design Considerations
Collector Road (Dual Carriageway)	2 x 5m	14.2m total (2 x 7.1m) <ul style="list-style-type: none"> <li>Indented bus bays are to be provided where identified on Figure C36</li> </ul>	2.5m Dual use path (Refer Figure C35 for location of path)	28.2m <ul style="list-style-type: none"> <li>Reserve width may be reduced by reducing the verge width where abutting Community Woodland and open space.</li> </ul>	<ul style="list-style-type: none"> <li>Indented bus bays (2.25m deep).</li> <li>Designed to accommodate traffic flows up to 6,000 vpd.</li> <li>Direct lot access prohibited.</li> <li>Provision of a shared path on at least one side or in adjoining open space.</li> </ul>

Attachment 1

**Figure C32.2 Collector Road (Single Carriageway)**

This road provides through traffic movement and access to residential lots.

The reserve and pavement width caters for two lanes of traffic. The road reserve and pavement width can accommodate a bus service, on-street parking within the pavement area or indented parking bays within the verge area.



**Collector Road (Single Carriageway)**

not to scale

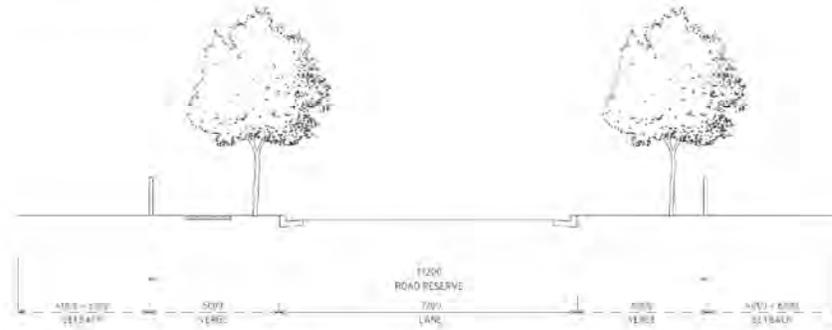
Road Type	Carriageway	Footway Width	Footpath Width	Road Reserve (Minimum)	Design Considerations
Collector Road (Single Carriageway)	8m	13.4m total (2 x 6.7m)	2.5m Shared Path  (Refer Figure C35 for location of path)	21.4m	<ul style="list-style-type: none"> <li>No on street cycle lane(s).</li> <li>Provision of a shared path on at least one side.</li> <li>Designed to accommodate traffic flows up to 3,000 vpd.</li> </ul>

ORD05

Attachment 1

**Figure C32.3 Access Road or Access Place**

This road provides through traffic movement and access to residential lots. Vehicle and bicycle use is shared within the carriageway. The carriageway also provides for two lanes of traffic.



**Access Road or Access Place**

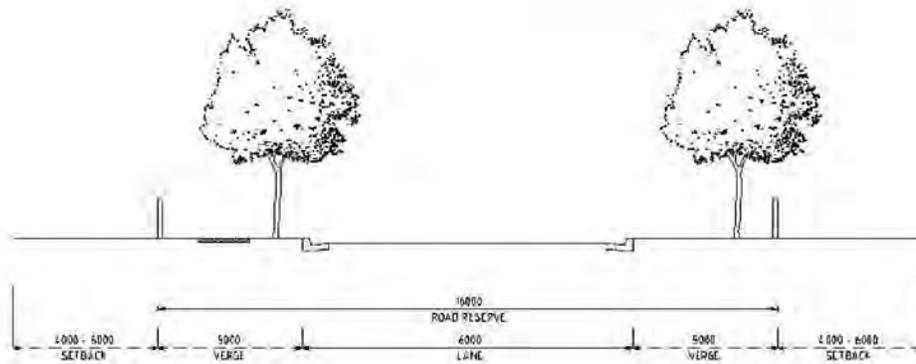
*Note: Parking bay locations shown indicatively.*

Road Type	Carriageway	Footway Width	Footpath Width	Road Reserve (Minimum)	Design Considerations
Access Road or Access Place	7.2m	10m total (i.e. 5.0-5.0m or 6.0-4.0m) <ul style="list-style-type: none"> <li>• Parking bays are to be provided within the verge as shown in Figure C36</li> <li>• Additional parking bays may be provided in the verge area.</li> </ul>	N/A	17.2m	<ul style="list-style-type: none"> <li>• No cycle lane.</li> <li>• Indented parking bays (2.1m deep).</li> <li>• Designed to accommodate traffic flows up to 1,000 vpd.</li> </ul>

**Figure C32.4 Minor Access Road or Minor Access Place (Cul-de-sac).**

These roads provide access to residential lots, and are to be designed to take account of the natural contours of the site.

Vehicle and bicycle use is shared within the carriageway. The carriageway width provides for two lanes of traffic and parking.



**Minor Access Road or Minor Access Place (Cul-de-sac)**

not to scale

Road Type	Carriageway	Footway Width	Footpath Width	Road Reserve (Minimum)	Design Considerations
Minor Access Road or Minor Access Place	6m	10m total (i.e. 5.0-5.0m or 6.0-4.0m)	1.2m  (Refer to Figure C35 for location of path)	1.6m	<ul style="list-style-type: none"> <li>No cycle lane.</li> <li>Site responsive road alignments.</li> <li>Designed to accommodate traffic flows up to 1,000 vpd.</li> </ul>

ORD05

Attachment 1

**Road Design**

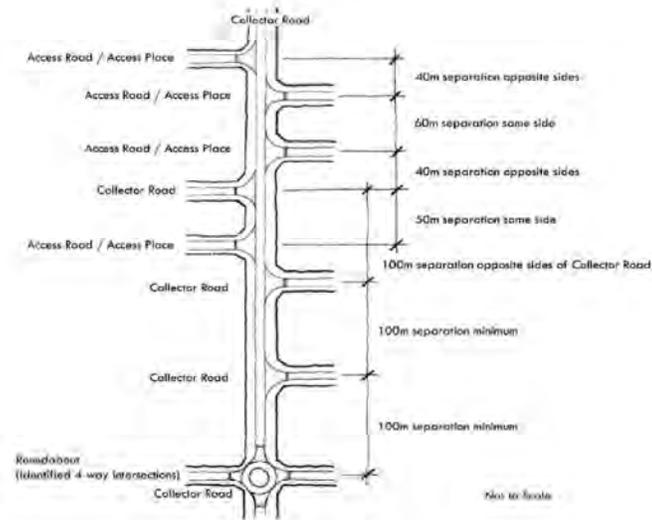
1. Roads are to be designed in accordance with Camden Council Engineering Design Specifications.
2. Pavement design are to be in accordance with 'Ausroads Publication – Pavement Design of Road Pavements' and 'Ausroads Pavement Research Group Publication, Report No. 21 - A Guide to the Design of New Pavements for Light Traffic'
3. Roundabouts are to be provided generally in accordance with the Harrington Grove Indicative Structure Plan. Roundabout are to have a minimal internal radius of 8m, with a minimum pavement width of 3.5m
4. Intersection treatments are required to clearly identify the road hierarchy and to create more defined intersections.
5. Precinct Plans are to define the locations of road intersection thresholds. These are to be constructed of coloured asphalt or paved.
6. The colour of the threshold paving/concrete is to be similar to the road pavement.
7. Traffic islands and slow points are to be constructed of concrete or paving. Extended speed humps (ie. Plateaus) are not to be provided for traffic calming.
8. Road pavement shall be asphalt. Coloured asphalt, concrete or paving bricks may be used to define cycle lanes, car parking spaces or at intersections.
9. The road layout is to be generally in accordance with the Harrington Grove Road Hierarchy Plan (Refer Figure 32)
10. The location of street lights, street tree planting, street furniture, traffic control devices and bus bays are to be identified in Part B.
11. Roads are to be designed to take account of the topography and minimise earthworks.
12. A turning area at the end of proposed culs-de-sac shall be provided generally in accordance with Appendix B "Turning Heads".
13. "T" configuration turning heads are to be designed in accordance with Appendix B "Turning Heads".
14. For road works within areas identified as a salinity hazard, the following is to occur as a minimum
  - (a) Roads should be perpendicular to the contours as much as possible.
  - (b) Minimum disturbance of subsoil
  - (c) Engineering designs incorporating considerations of salinity impacts are required.
  - (d) Subsoil drainage is to be installed along both sides of all roads.

**Road Geometry**

15. On-street and off-road cycleways are to be provided as outlined in Appendix B "Turning Heads".
16. All residential roads (eg. minor collector roads, access road/paths, minor access road/paths, and shareways) are to be designed and sign posted at a minimum of 50kph (ie. traffic management must be considered at the subdivision application, with either road layout or speed reducing devices to produce a traffic environment which reduces traffic speed).
17. Verge widths are to respect the character of the Development Precinct and provide sufficient space for service infrastructure.
18. Where roads are adjacent to public reserves or conservation areas the verge widths are to be a minimum of 1.5 metre, subject to public utilities, bollards and fencing being adequately provided within the road reserve, unless prescribed by an approved Conservation Management Plan, Bushfire Management Plan or Landscape Master Plan.

**Intersections & Junction Spacing**

19. The minimum distance from an access place to a collector road is to be 50 metres if the junction is on the same side of the road or 40 metres if staggered on the opposite side of the road (Refer Figure C33)
20. The minimum distance between collector roads is to be 100 metres if the junction is on the same side or staggered on the opposite side of the road.



**Figure C33 Intersection Spacing**

#### Road Materials and Treatments

##### Philosophy

1. The road network is a safe, permeable road system providing an appropriate level of road access and connectivity both within Harrington Grove and externally to the surrounding district, including the neighbourhood shopping centre at Harrington Park (via Harrington Parkway and Fairwater Drive).
2. The interconnected road network facilitates safe and efficient pedestrian movement throughout Harrington Grove, linking residents to all proposed land uses and residences, including the Local Community and Recreation Centre, public parks and Community Woodland.
3. The road system provides a road interface with the surrounding Community Woodland/public reserve and has been designed to be sympathetic with the natural contours of the precinct.

##### Controls

1. Roundabouts are to be provided in the locations shown on the Road Hierarchy Plan (Figure C32).
2. Intersection treatments are to clearly identify the road hierarchy and create defined intersections through the utilisation of thresholds.
3. Thresholds at intersections (figure C34) are to be provided in the locations identified on the Road Hierarchy Plan (Figure C32). These are to be constructed of coloured asphalt, coloured concrete or stone pavers.
4. Kerb profile and materials may be varied depending on road drainage requirements.
5. Medians, traffic islands and slow points are to be landscaped.

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Attachment 1

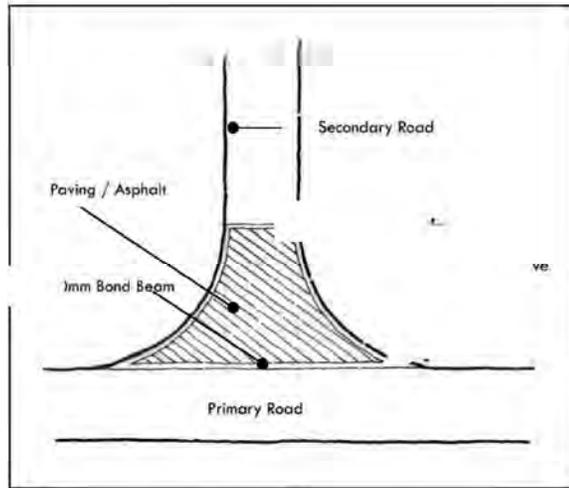


Figure C34 Indicative Threshold Treatment

## C9.4 Pedestrian and Cycle Network

### Controls

1. Development applications are to provide for the detailed design and location of footpaths and cycleways generally in accordance with the layout provided in Figure C35.
2. The construction material, alignment and use of the pedestrian & cycle sharepath are to be determined by an approved conservation management plan for the conservation area and landscape master plan for the subject land.
3. Pedestrian and cycle sharepath crossings of The Northern Road are only to occur at the Cobbitty Road west intersection for safety reasons.
4. The pedestrian & cycle sharepath is to be a minimum width of 2.5m metres. The width and construction standards should cater for the user types and volumes anticipated as determined by an approved conservation management plan and landscape master plan for the subject land.
5. Lookouts are to be generally provided in locations in accordance with an approved conservation management plan and/or landscape master plan.
6. The construction material and associated public facilities at each lookout are to be in accordance with an approved conservation management plan and landscape master plan for the subject land.
7. The pedestrian & cycle sharepath shall be contained within a 50 metre wide corridor (ie. 25 metres either side of the path).
8. The pedestrian and cycle pathway network is to:
  - (a) provide safe and convenient linkages between open space systems, community facilities, schools and shops, and
  - (b) respond to the topography and achieve appropriate grades for safe and comfortable use where possible.
  - (c) Pedestrian and cycle share paths are to be provided in accordance with AustRoads Part 14 and locations are shown in Figure C35. These locations are indicative and subject to further detailed survey work and discussions with Council.

## C9.5 Public Transport Network

### Controls

1. Bus routes are to be generally provided along collector roads as outlined on Figure C36.
2. Bus stops are to be located generally in accordance with Figure C36.
3. Bus shelters and bus embayments are to be provided at every bus stop with timetable information in accordance with Council requirements with details included in the development application.
4. Bus shelters are to be installed at the subdivision stage.

ORD05

Attachment 1

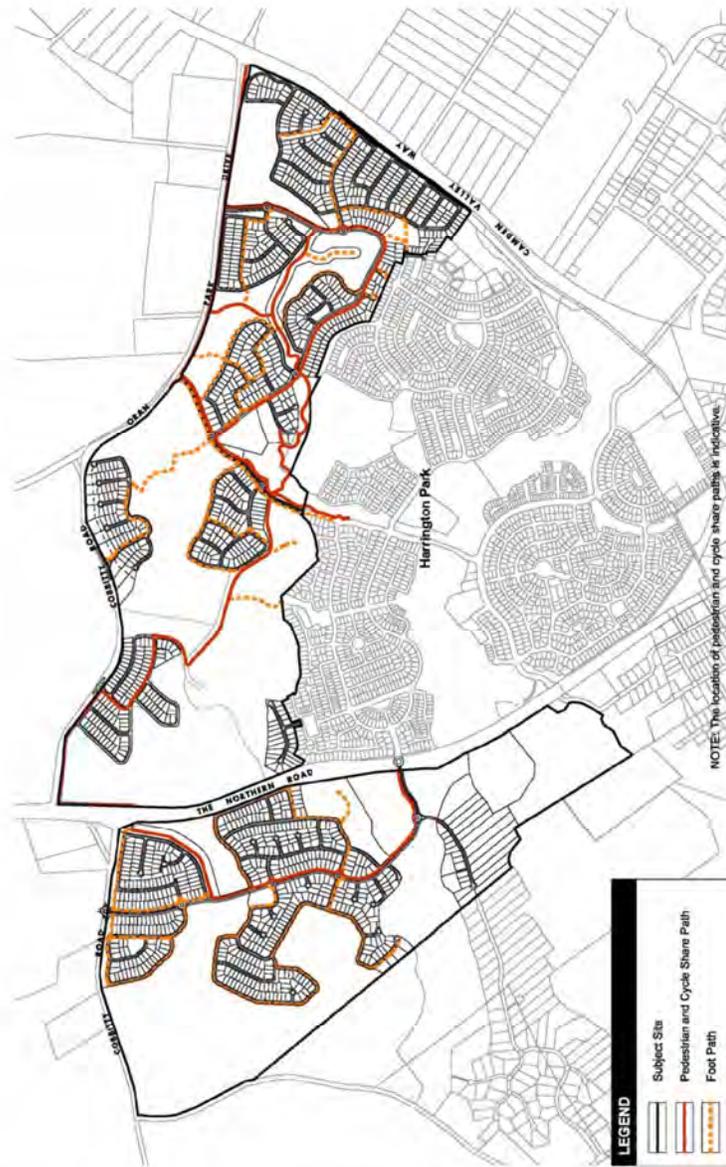


Figure C35

Harrington Grove Indicative Pedestrian and Cycle Network



ORD05

Attachment 1

### C9.6 Indicative Parks and Open Space

#### Controls

1. The open space provision for Harrington Grove is categorised as follows (Refer to Figure C37)
2. Open space should be designed for a mix of open space types providing:
  - (a) a range of recreation activities;
  - (b) scenic protection and passive usage;
  - (c) creation of conservation/ecological corridors to protect and enhance vegetation and provide a habitat for flora and fauna.
3. The Harrington Grove Indicative Structure Plan includes a district playing field on the land to the south of Narellan Creek to the west of The Northern Road. The identified land is proposed to be developed as a district recreation facility for the general community.
4. Development within the active recreation area is to include a range of the following activities:
  - (a) a multipurpose sports field (comprising one cricket or two soccer/rugby fields).
  - (b) a soccer/rugby field.
  - (c) athletics track.
  - (d) an amenity building.
  - (e) car park.
5. Environmentally Sensitive Precincts (E2 Environmental Conservation zone) are areas of environmental significance and will be in private and public ownership. Those areas retained in private ownership will be managed in accordance with an approved Conservation Management Plan. These areas are not proposed to be developed for residential purposes, rather for ecological conservation. These areas will incorporate walk and cycle trails, lookouts and the ability to experience (through interpretative material) the natural environment. Refer to Part B Chapter B1 for more information on environmentally sensitive land.
6. The interconnected path network is to encourage pedestrian access throughout the precinct and to the Local Community and Recreation Centre.
7. Open space and drainage areas are to be landscaped in accordance with landscape plans prepared by a qualified landscape architect.
8. The landscape treatment for the interface with the abutting Community Woodland is to be designed in accordance with a Landscape Master Plan and Conservation Management Plan.

#### Street Trees and Landscaping

9. Street trees and landscaping is to be provided to increase the amenity of the precinct area, and encourage pedestrian use and walkability. The standards and design of street furniture are to be included in a landscape plan, and lodged with the development application.
10. The landscape plan is to be prepared by a qualified landscape architect, and lodged with the development application.
11. Street trees are to be generally provided on both sides of roadways (two per lot, typically one aligned with the lot side boundary and one central to the lot). The species and general location of trees are to be contained within the landscape plan.
12. No street trees are to be placed within 1.0m of the street kerb.
13. Street lights are to be approved by Council.

#### Tree Retention

14. Trees to be retained are to be identified in the Development Application.



Figure C37 Harrington Grove Parks and Open Spaces

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Attachment 1

**C9.7 Bulk Earthworks****Controls**

1. Development Applications are to provide accurate site surveys prepared by a qualified surveyor to provide a clear and accurate representation of the contours of the land.
2. Development Applications are to illustrate bulk earthworks and provide justification for proposed changes to land levels.
3. Compaction of filled areas is to be 98% standard compaction and in accordance with AS 3798-1990 in accordance with engineering standards and a compaction certificate is to be submitted to Council.
4. Proposals requiring significant moving and filling of earth will be considered if it contributes to the overall quality of the development and the urban design outcomes for the area.
5. Earth moved from areas containing noxious weed material must be disposed of at an approved waste management facility, and transported in compliance with the Noxious Weed Act 1993.

**C9.8 Sloping Land and Retaining Walls****Controls**

1. Retaining walls at the subdivisional works stage of development are permitted to reduce the need for cut and fill at the dwelling construction stage.
2. The maximum height of a retaining wall is 1.5 metres.
3. In instances where a retaining wall greater than 1.5 metres in height is required, a second retaining wall is permitted providing the retaining wall structure incorporates a step of 1 metre in width, with the second retaining wall being limited to 1 metre in height (i.e. first wall a maximum of 1.5 metres and second retaining wall is a maximum of 1 metre).
4. Retaining walls are to be constructed of masonry materials.
5. Any wall with a height of 1.5m or greater requires lodgement of a Development Application.

**C9.9 Estate Fencing****Controls**

1. Estate fencing will be erected in specific locations to separate public and open space areas with residential development. Estate fencing is to be constructed of high quality materials and finishes and is to form part of the subdivisional works for the site.
2. The location of estate fencing is identified in a Development Application and is to be constructed in accordance with a Landscaping Plan.
3. Estate fencing is limited to a maximum height of 1.8m above ground level.
4. Estate fencing is not to be removed or altered in finish, shape or form of the fence.

**C9.10 Stormwater Drainage****Controls**

1. Stormwater drainage facilities are to be provided in accordance with an approved stormwater drainage strategy.

### C9.11 Domestic Waste Collection

#### Control

1. Where direct lot frontage collection of domestic waste bins cannot be achieved, bin collection areas are to be provided and shown the Development Application for subdivision.

### C9.12 Bushfire Management

#### Background

The natural environment and native vegetation is a significant feature of the Harrington Grove landscape. The retention of a significant area of remnant bushland within proximity to residential development across the subject land has been considered during the preparation of the Indicative Structure Plan.

#### Controls

1. Precinct G and J will require a Bushfire Management Plan to be prepared to demonstrate the measures necessary to minimise the impact of fire on buildings in accordance with Planning for Bushfire Protection (NSW RFS).
2. A Bushfire Management Plan is to be prepared in conjunction with a Conservation Management Plan and Landscape Master Plan for Precincts Q, R and T.
3. A Bushfire Management Plan is to be prepared in accordance with Planning for Bushfire 2006 (or a more recent Rural Fire Services policy) and submitted with a Development Application for subdivision.
4. E2 Environmental Conservation zone needs to be located and designed in accordance with a Bushfire Management Plan and/or Conservation Management Plan and/or a Landscape Master Plan.
5. Fire Trails are to be constructed between areas where development is separated by bushland or alternative access is required to a public road. An approved Bushfire Management Plan and/or a Conservation Management Plan and/or a Landscape Master Plan will outline the alignment, construction and management of fire trails.

### C9.13 Odour

The establishment of development within proximity of odour emitting land use activities needs to accommodate sufficient separation and amelioration measures to maintain adequate amenity quality of life for residents.

#### Controls

1. An odour impact assessment of the identified poultry operation on Lot 9 (DP 28024) Camden Valley Way, Smeaton Grange is to be undertaken in accordance with the EPA Draft Policy 'Assessment and Management of Odour from Stationary sources in NSW and Technical Notes'.
2. Any land identified by the odour study as being within a nominated separation distance shall not be developed until either
  - (a) The poultry operation ceases to operate, or
  - (b) It can be demonstrated to Council that the odour levels are within acceptable limits to permit development.

**Note:** Reference must be made to section B1.17 Air Quality of this DCP.

### C9.14 Specific Development Precincts

The development precincts are those which are proposed to be developed for residential purposes, as outlined on Figure C31. The development of each precinct will be undertaken in accordance with the objectives for each respective development precinct.

Zone	Precincts
R1 General Residential	M
R2 Low Density Residential	A, C, D, E, F, H, K
R5 Large Lot Residential	N, O
E4 Environmental Living	B, I, L, G, J

#### Residential Precincts (R1 General Residential and R2 Low Density Residential Zones)

##### Objectives

1. Enable residential development that minimises adverse impacts upon and contributes to the quality, maintenance and integrity of the natural and cultural heritage values.
2. Ensure a distinctive character and urban form that reflects and responds to the natural context of the area and considers bushfire risk.
3. Create large residential allotments that interface appropriately with the defined ecological/bushland.
4. Facilitate an appropriate interface between existing development within Harrington Park by introducing a limited number of smaller (i.e. minimum of 500m<sup>2</sup> – Precincts C, E & K) residential allotments that front existing roads within Harrington Park.

#### Residential Precincts (R5 Large lot Residential)

##### Objective

1. Conserve the heritage significance of the heritage homesteads and their immediate environs, whilst facilitating the provision of public road linkages and appropriate development.

#### Residential Precincts (E4 Environmental Living)

##### Objectives

1. Enable residential development that minimises adverse impacts upon and contributes to the quality, maintenance and integrity of the natural environment.
2. Ensure a distinctive contemporary character and urban form that reflects and responds to the natural context of the area and considers resource efficiency and bushfire risk.
3. Facilitate development of large residential allotments discretely located within the woodland setting.
4. Make provision for people to walk and cycle, view and interact with the landscape.
5. Ensure development, where practicable incorporates bushland into private and public open space.

**C9.14.1 Harrington Grove – Precinct A**

**Lot Access and On-Street Car Parking**

**Controls**

2. Driveways are not to be located within the areas identified as "Access Prohibited" on Figure C38.
3. Car parking is to be provided generally in accordance with locations shown on the Development Plan (Figure C38).
4. Two on-street car parking bays are to be provided in each location identified on Figure C38. These indented parking bays principally provide parking for access to the community woodland but are not to be restricted for such parking.

**Noise**

**Controls**

1. An assessment of traffic noise levels is to be undertaken at the time of the development application for subdivision for those residential lots abutting and in the vicinity of Harrington Parkway (Refer Figure C38).
2. An assessment of noise levels generated from the Local Community & Recreation Centre is to be undertaken at the time of a development application for building.



Figure C38 Development Plan

ORD05

Attachment 1

**Lot Design**

**Controls**

1. Development of the Precinct is to be generally in accordance with the subdivisional layout shown on the Indicative Lot Layout Plan (Figure C39).
2. Corner lots within Precinct A (identified on Figure C39) are to have a minimum area of 900m<sup>2</sup>.

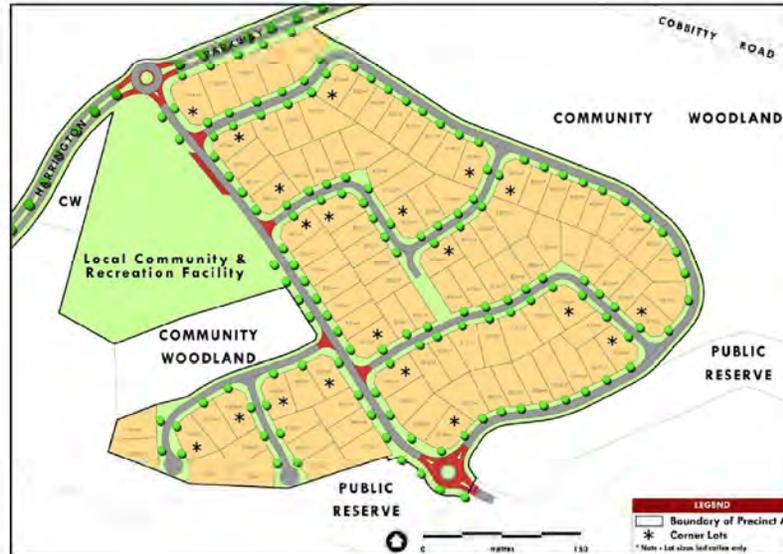


Figure C39 Precinct A Indicative Layout Plan

**C9.14.2 Harrington Grove - Precinct B**

**Lot Access and On-Street Car Parking**

**Controls**

1. Driveways are not to be located within the areas identified as "Access Prohibited" on Figure C40.
2. Car parking is to be provided generally in accordance with locations shown on the Development Plan (Figure C40).
3. Two on-street car parking bays are to be provided in each location identified on Figure C40. These indented parking bays principally provide parking for access to the community woodland but are not to be restricted for such parking.

**Noise**

**Controls**

1. An assessment of traffic noise levels is to be undertaken at the time of the development application for subdivision for those residential lots abutting and in the vicinity of Harrington Parkway (Refer Figure C40).

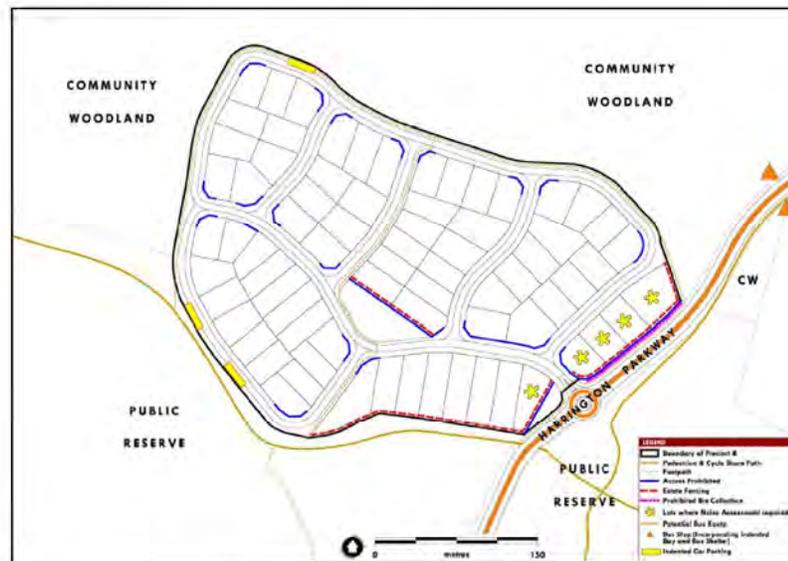


Figure C40 Harrington Grove Precinct B Development Plan

ORD05

Attachment 1

**Lot Design  
Controls**

1. Development of the Precinct is to be generally in accordance with the subdivisional layout shown on the Indicative Lot Layout Plan (Figure C41).

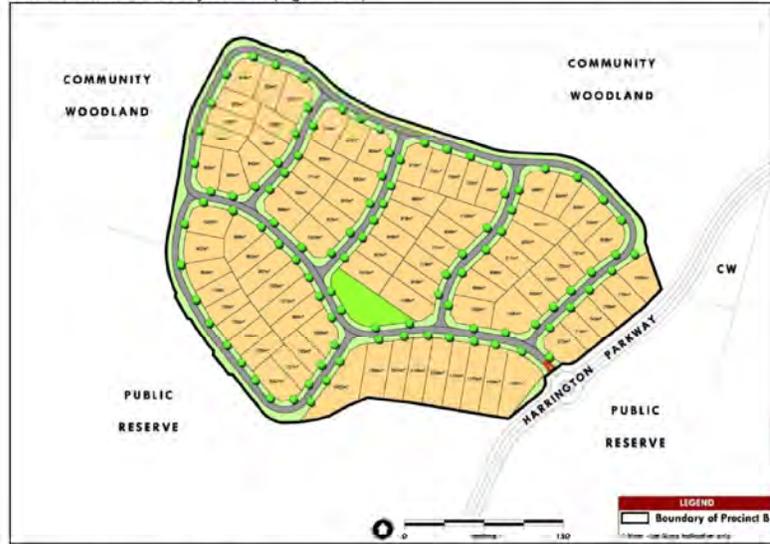


Figure C41 Harrington Park Precinct B Indicative Lot Layout Plan

**C9.14.3 Harrington Grove – Precinct C**

**Street Trees**

**Controls**

1. Street trees are to be provided on the northern side of Alexandra Crescent. The species and location of trees are to be shown on the Landscape Plan.

**Lot Access**

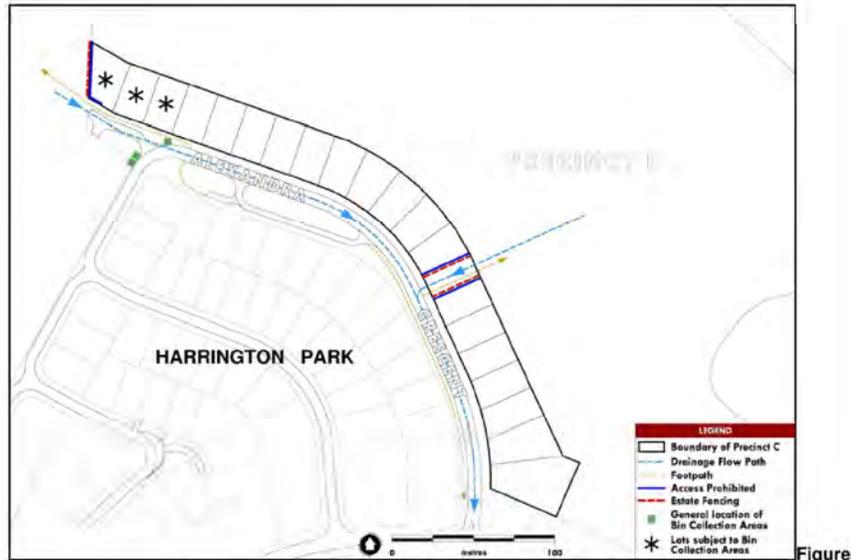
**Control**

1. Driveways are not to be located within the areas identified as "Access Prohibited" on Figure C42.

**Estate Fencing**

**Controls**

1. Estate fencing will be erected in specific locations to separate public and open space areas with residential development. Estate fencing is to be constructed of high quality materials and finishes and is to form part of the subdivisional works for the site.
2. The location of estate fencing is identified in Figure C42 and is to be constructed in accordance with a Landscaping Plan.
3. Estate fencing is limited to a maximum height of 1.8m above ground level.
4. Estate fencing is not to be removed or altered in finish, shape or form of the fence.



C42 Harrington Grove Precinct C Development Plan

Figure

ORD05

Attachment 1

**Lot Design  
Control**

1. Development of the Precinct is to be generally in accordance with the subdivision layout shown on Figure C43.

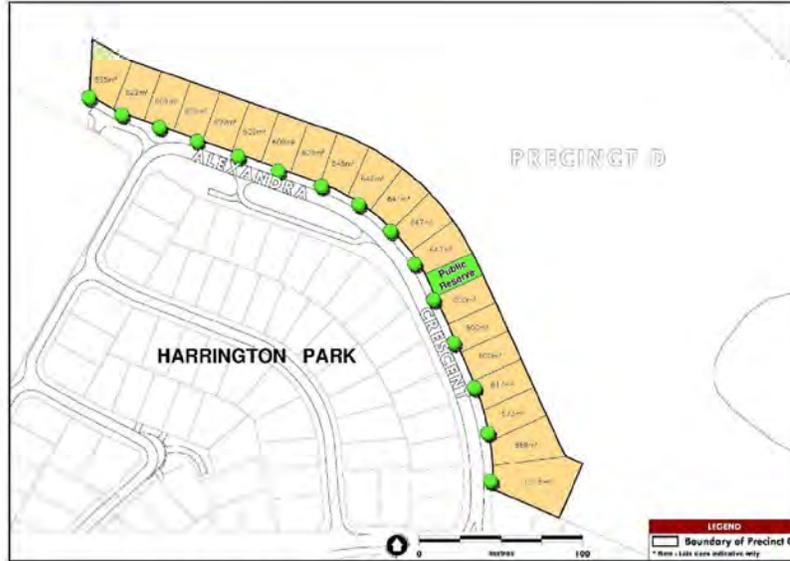


Figure C43 Harrington Grove Precinct C Indicative Layout Plan

**C9.14.4 Harrington Grove – Precinct D**

**Lot Access and On-Street Car Parking**

**Controls**

1. Driveways are not to be located within the areas identified as "Access Prohibited" on Figure C44.
2. Car parking is to be provided generally in accordance with locations shown on the Development Plan (Figure C44).
3. Two on-street car parking bays are to be provided in each location identified on Figure C44. These indented parking bays principally provide parking for access to the community woodland but are not to be restricted for such parking.



**Figure C44** Harrington Grove Precinct D Development Plan

ORD05

Attachment 1

**Lot Design  
Controls**

1. Development of the Precinct is to be generally in accordance with the subdivisional layout shown on the Indicative Lot Layout Plan (Figure C45).



Figure C45 Harrington Grove Precinct D Indicative Lot Layout Plan



ORD05

Attachment 1

**Lot Design**

**Controls**

1. Development of the Precinct is to be generally in accordance with the subdivision layout shown on Figure C47.



Figure C47 Harrington Grove Precinct E Indicative Lot Layout Plan

**C9.14.6 Harrington Grove – Precinct F****Controls**

1. Acknowledge the proximity of the precinct to conservation corridors and ensure lots front onto conservation corridors, where possible.
2. Establish local neighbourhood community and recreation centres as shown on the indicative structure plan.
3. Provide road connection points to Cobbitty Road and Camden Valley Way in accordance with the indicative structure plan.
4. Retain existing trees within road reserves and allotments where deemed suitable by a tree survey and where the finished ground levels post-subdivision will permit.
5. Establish controls on building height for lots immediately to the north that abut directly the Harrington Park Homestead Curtilage.
6. Demonstrate lot interface treatments with the extension of Harrington Parkway.
7. Provide adequate bush fire management measures.
8. Demonstrate interface treatment and noise attenuation measures along Camden Valley Way.
9. Identify areas of tree planting to provide vegetated screening (in accordance with an approved landscape master plan) of development, where necessary.
10. The precinct plan designs must acknowledge the power line easement unless the undergrounding of the powerlines can be achieved.
11. Prepare and implement building controls to control building materials, colours and fencing etc.

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**C9.14.7 Harrington Grove – Precinct G****Controls**

1. Creation of vegetated buffers along Camden Valley Way and Cobbitty Road.
2. Prohibit road access onto Camden Valley Way and Cobbitty Road
3. Design and locate roads to take account of the natural contours of the site.
4. Locate building envelopes on Precinct Plans to retain vegetation and the natural habitat of the location in the general positions shown on the Indicative Structure Plan.
5. Provide for pedestrian and cycle linkages.
6. Provide adequate bush fire management measures.
7. Provide sustainable water run off quality and quantity controls.
8. Prepare and implement Building Controls to control building materials, colours and fencing etc.

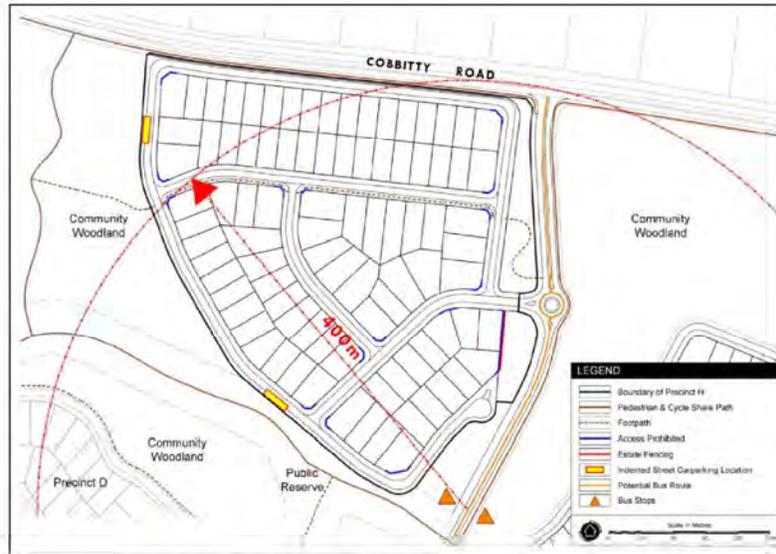
Attachment 1

**C9.14.8 Harrington Grove – Precinct H**

**Lot Access and On-Street Car Parking**

**Controls**

1. Driveways are not to be located within the areas identified as "Access Prohibited" on Figure C48.
2. Car parking is to be provided generally in accordance with locations shown on the Development Plan (Figure C48).
3. Two on-street car parking bays are to be provided in each location identified on Figure C48. These indented parking bays principally provide parking for access to the community woodland but are not to be restricted for such parking.



ORD05

Attachment 1

**Lot Design  
Controls**

1. Development of the Precinct is to be generally in accordance with the subdivisional layout shown on the Indicative Lot Layout Plan (Figure C49).



Figure C49 Harrington Park Precinct H Indicative Lot Layout Plan

**C9.14.9 Harrington Grove – Precinct I****Controls**

1. Create vegetated buffers along Cobbitty Road.
2. Acknowledge the proximity of the precinct conservation corridors and ensure lots front onto conservation corridors, where possible.
3. Limit road access points onto Cobbitty Road to those shown on the Indicative Structure Plan.
4. Provide adequate bush fire management measures.
5. Identify areas of tree planting to provide vegetated screening of development, where necessary.
6. Design and locate roads to take account of the natural contours of the site.
7. Provide for pedestrian and cycle linkages.
8. Provide sustainable water run off quality and quantity controls.
9. Prepare and implement building controls to control building materials, colours and fencing etc.
10. A covenant is to be placed on residential allotments with rear yards fronting Cobbitty Road requiring: the retention of significant vegetation; revegetation of the northern boundary of each property; and provision of rural type fencing on the northern boundary. The alternative to this requirement is to provide a strip (minimum 4m width) of land containing high quality landscaping between the Cobbitty Road reserve and the residential subdivision, which aims to preserve the existing mature trees within the Cobbitty Road reserve.

**C9.14.10 Harrington Grove – Precinct J****Controls**

1. Create vegetated buffers along Cobbitty Road and the Northern Road.
2. Restrict road access points onto The Northern Road.
3. Provide road connections to Cobbitty Road in accordance with the Indicative Structure Plan.
4. Provide adequate bush fire management measures including the preparation of a Bushfire Management Plan as part of preparing a Precinct Plan.
5. Design and locate roads to take account of the natural contours of the site.
6. Provide appropriate pedestrian and cycle linkages.
7. Provide sustainable water run off quality and quantity controls.
8. Locate building envelopes to retain vegetation and the natural habitat of the location.
9. Provide public road access to Crear Hill.
10. Prepare and implement Building Controls to control building materials, colours and fencing etc.
11. Provision of reticulated sewer or a suitable alternative on-site effluent disposal system

ORD05

Attachment 1

### C9.14.11 Harrington Grove – Precinct K

#### Lot Access

##### Controls

1. Driveways are not to be located within the areas identified as "Access Prohibited" on Figure C50.

#### Acoustics

##### Controls

1. An assessment of traffic noise levels is to be undertaken at the time of the Development Application for residential lots abutting and in the vicinity of The Northern Road.
2. Lots potentially affected by traffic noise and the location of the noise barrier are identified in Figure C50.

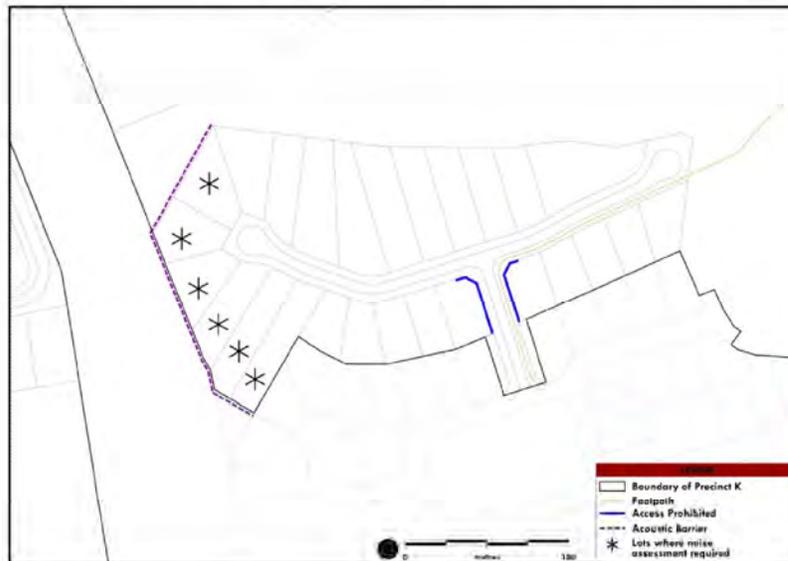


Figure C50 Harrington Grove Precinct K Development Plan

#### Estate Fencing

##### Controls

1. Estate fencing will be erected in specific locations to separate public and open space areas with residential development or between residential lots. Estate fencing is to be constructed of high quality materials and finishes and is to form part of the subdivisional works for the site.
2. Estate fencing is to comply with the requirements outlined in the Estate Fencing Plan (Figure C51). The Estate Fencing Plan identifies the requirements for height, location, and materials and finishes for estate fencing.
3. Estate fencing is to be constructed in accordance with a Landscaping Plan.
4. Estate fencing is not to be removed or altered in finish, shape or form of the fence.

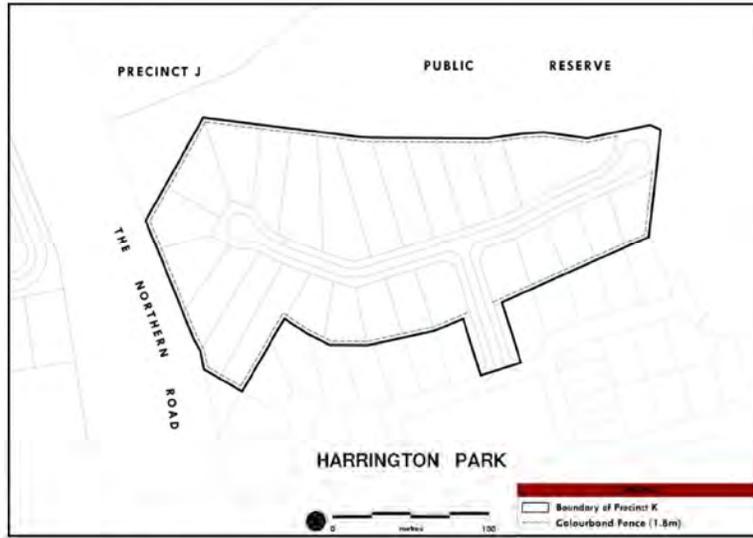


Figure C51 Harrington Grove Precinct K Estate Fencing Plan

**Lot Design**

**Controls**

1. Development of the Precinct is to be generally in accordance with the subdivision layout shown on Figure C52.
2. Residential lots are to have a minimum area of 800m<sup>2</sup>.

ORD05

Attachment 1

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Attachment 1

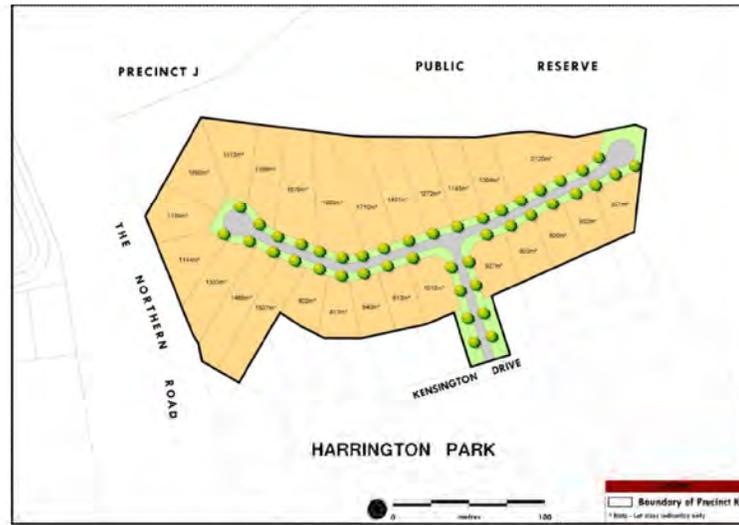


Figure C52 Harrington Grove Precinct K Indicative Layout Plan

**C9.14.12 Harrington Grove – Precinct L****Controls**

1. Create vegetated buffers along Cobbitty Road, Macquarie Grove Road and the Northern Road.
2. Acknowledge the proximity of the precinct conservation corridors and ensure lots front onto conservation corridors, where possible.
3. Limit road access points onto Cobbitty Road to those shown on the Indicative Structure Plan.
4. Provide adequate bush fire management measures.
5. Identify areas of tree planting to provide vegetated screening of development, where necessary.
6. Design and locate roads to take account of the natural contours of the site.
7. Provide for pedestrian and cycle linkages.
8. Provide sustainable water run off quality and quantity controls.
9. Prepare and implement building controls to control building materials, colours and fencing etc.

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Attachment 1

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Attachment 1

**C9.14.13 Harrington Grove – Precinct M****Controls**

1. Acknowledge the proximity of the precinct to riparian corridors and ensure lots front onto riparian corridors, where possible.
2. Proximity of the precinct to conservation corridors and ensure lots front onto conservation corridors, where possible.
3. Establishment of local & neighbourhood community & recreation centres as shown on the Indicative Structure Plan.
4. Retention of trees deemed by a tree survey to be suitable within road reserves and allotments where earthwork levels permit.
5. Demonstrate interface treatment and noise attenuation measures along The Northern Road.
6. Provide road connections to the Northern Road and Cobbitty Road in accordance with the Indicative Structure Plan.
7. Identify areas of tree planting to provide vegetated screening of development, where necessary.
8. Provide adequate bush fire management measures.
9. Prepare and implement Building Controls to control building materials, colours and fencing etc.
10. The trees identified on Figure C53 and referenced in Table C3 are to be clearly marked for retention by either tagging/marketing or other means. The preparation of a Precinct Plan is to clearly demonstrate how the trees are to be protected and retained.

**Table C3 Harrington Grove Precinct M Protected Trees**

TREE	EASTING	NORTHING
1	289125.9	6233188.8
2	289143.3	6233192.8
3	289045.0	6233138.9
4	289077.0	6233136.5
The above coordinates are in MGA56 projection		

11. The lot layout adjacent to the western boundary of the Precinct is generally to be in accordance with Figure C54.
12. A 10 metre setback is to be provided from the rear boundaries for the lots abutting the western property boundary as shown on Figure C54.



Figure C53 Harrington Grove Precinct M Tree Retention Plan



**C9.14.14 Harrington Grove – Precinct N Orielton Homestead****Controls**

1. Implement the Orielton Conservation Management Plan for Orielton Homestead.
2. Alignment and construction of public road linkages, where necessary, to respect and be sympathetic to the natural environment.
3. Provide adequate bush fire management measures.
4. Identify areas of tree planting in accordance with a Conservation Management Plan to provide vegetated screening of development, where necessary.

**C9.14.15 Harrington Grove – Precinct O****Objectives**

1. Create a range of lot sizes that a) reflects the adjacent Kirkham Estate and b) allows for smaller lots for the more elevated northern portion of the precinct, whilst ensuring the visual quality of the development respects important viewscape elements.
2. Provide for small holding rural residential living opportunities on land not being of prime crop or pasture potential and having ready access to urban areas and facilities.
3. Ensure development is carried out in a manner that minimises risk from natural hazards, particularly bushfires and flooding.

**Controls**

1. Design and locate roads to take account of the natural contours of the site.
2. Provide pedestrian and cycle linkages.
3. Provide adequate bush fire management measures.
4. Introduce building envelopes to control the location of dwellings.
5. Appropriate separation of dwellings from flood affected land.
6. Prepare building controls to control building form, fences, materials and colours to ensure that all buildings have minimal visual impact.

ORD05

Attachment 1

**C9.14.16 Harrington Grove – Environmental Precincts Q and R****Objectives**

1. Provide for the retention of a major ecological corridor.
2. Make provision for people to walk and cycle, view and interact with the landscape.
3. Provide and implement a management regime for the long term viability of the Environmentally Sensitive area.
4. Manage the riparian corridors that traverse Harrington Grove.

**Control**

1. Implement the Harrington Grove East and Harrington Grove West Conservation Management Plan and Bushfire Management Plan which considers the following:
  - (a) Enable roads and associated urban services to be provided within environmentally sensitive land, Council Reserves and riparian corridors to provide access, management regimes, surveillance and bush fire management.
  - (b) Provide pedestrian and cycle linkages.
  - (c) Prepare and implement Conservation Management Plan/s and Bushfire Management Plan/s and a Landscape Master Plan. Any development proposed by the Conservation Management Plan/s, Bushfire Management Plan/s and Landscape Master Plan is to be undertaken in accordance with the provisions of this section.
  - (d) Provide lookouts in the general locations indicated on the Harrington Grove Indicative Structure Plan.
  - (e) Make provision of a site for operational purposes (e.g restaurant/café) on the top of Crear Hill with guidelines being prepared to minimise the visual impact of any structures.

Precinct	Front Setback				Side Setback					Rear Setback	Garages				
	Collector Road - Street Access	Collector Road - No Street Access	Collector Road - Corner Lots	Minor Access Road - Street Access	Minor Access Road - Corner Lots	Common Lot Boundary	Collector Road - Corner Lots	Minor Access Road - Corner Lots	Secondary Frontage	Lots Abutting Open Space	Common Lot Boundary	Building line Setback	Front Boundary Setback	Third Garage Setback to Main Garage	Common Lot Boundary
Precinct A	8m	6m	6m	6m	4m	2m <sup>a</sup>	6m	4m		2m <sup>a</sup>	6m <sup>a</sup>	0.9m	5.5m	0.9m	1.1m <sup>a</sup>
Precinct B	8m	6m	6m	6m	4m	2m <sup>a</sup>	6m	4m		2m <sup>a</sup>	6m <sup>a</sup>	0.9m	5.5m	0.9m	1.1m <sup>a</sup>
Precinct C	4.5m	4.5m	4.5m	4.5m	4.5m	0.9m <sup>**</sup>		3m		4.5m	6m <sup>b</sup>	0.9m	5.5m	0.9m	0.9m
Precinct D	6m	6m	6m	6m	4m	2m <sup>a</sup>	6m	4m		2m <sup>a</sup>	6m <sup>a</sup>	0.9m	5.5m	0.9m	1.1m <sup>a</sup>
Precinct E	4.5m	4.5m	4.5m	4.5m	4.5m	0.9m <sup>**</sup>		3m		4.5m	6m <sup>b</sup>	0.9m	5.5m	0.9m	0.9m <sup>**</sup>
Precinct F	8m	6m	6m	6m	4m	2m <sup>a</sup>	6m	4m		2m <sup>a</sup>	6m <sup>a</sup>	0.9m	5.5m	0.9m	1.1m <sup>a</sup>
Precinct G					4m	2m <sup>a</sup>		4m			6m <sup>a</sup>	0.9m	5.5m	0.9m	1.1m <sup>a</sup>
Precinct H					4m	2m <sup>a</sup>		4m			6m <sup>a</sup>	0.9m	5.5m	0.9m	1.1m <sup>a</sup>
Precinct I					4m	2m <sup>a</sup>		4m			6m <sup>a</sup>	0.9m	5.5m	0.9m	1.1m <sup>a</sup>
Precinct J					4m	2m <sup>a</sup>		4m			6m <sup>a</sup>	0.9m	5.5m	0.9m	1.1m <sup>a</sup>
Precinct K					4.5m	0.9m <sup>**</sup>		3m		4.5m	6m <sup>b</sup>	0.9m	5.5m	0.9m	0.9m <sup>**</sup>
Precinct L	8m	6m	6m	6m	4m	2m <sup>a</sup>	6m	4m		2m <sup>a</sup>	6m <sup>a</sup>	0.9m	5.5m	0.9m	1.1m <sup>a</sup>
Precinct M	8m	6m	6m	6m	4m	2m <sup>a</sup>	6m	4m		2m <sup>a</sup>	6m <sup>a</sup>	0.9m	5.5m	0.9m	1.1m <sup>a</sup>
Precinct O					6m	2m <sup>a</sup>		4m		2m <sup>a</sup>	6m <sup>a</sup>	0.9m	5.5m	0.9m	1.1m <sup>a</sup>

Notes:

<sup>a</sup> On corner lots, the rear boundary may be interchanged with the side boundary to respond to dwelling orientation and design

<sup>b</sup> Reductions to the side and rear setback requirements are permitted in the following circumstances:

- i Side setbacks can be reduced to 1.5m for single storey dwellings on residential allotments less than the 600m<sup>2</sup>; and
- ii Garages are permitted to encroach into the side and rear setbacks on corner lots. Garages must be setback to a minimum of 1.1m from the lot boundary to the garage wall.

\*\* This figure may be reduced to 600mm providing any windows in walls utilising the reduced setback provisions are linked to a non-habitable room and are not larger than 800mm x 600mm. Such windows are to comply with fire safety hazards in the Building Code of Australia.

Camden DCP 2011 – Within D2.3.4  
Table 11 Precinct Setbacks



ORD06

## ORDINARY COUNCIL

ORD06

**SUBJECT:** WORKS IN KIND POLICY  
**FROM:** Director Governance  
**BINDER:** Works In Kind Agreements

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### PURPOSE OF REPORT

This report outlines the proposed policy framework to facilitate transparency, probity and efficiency in Council's process for entering Works In Kind Agreements.

### BACKGROUND

Under section 94 of the *Environmental Planning and Assessment Act 1979*, Council has the power to require monetary contributions towards the provision of services and facilities. Council charges section 94 contributions through conditions of consent and in accordance with the adopted Contribution Plans. Camden's Contribution Plans contain a Schedule of Works, which identifies the infrastructure to be provided and includes an estimate of the cost.

In some instances, a developer may seek to construct public infrastructure and/or dedicate land identified in Council's Section 94 Contributions plans in lieu of making a monetary contribution. If agreed to, the developer enters into a legally binding contract to deliver these items. This agreement is called a Works in Kind Agreement.

### MAIN REPORT

The Policy is consistent with the relevant provisions of the *Environmental Planning and Assessment Act*, works in kind provisions contained in Section 94 Contributions Plans and legal advice received by Council on Works in Kind Agreements.

#### 1. The Policy Aims to:

- Outline the procedures for the approval of a Works in Kind Agreement;
- Describe significant policy statements that should be read and understood by developers prior to making an application to enter a Works in Kind Agreement with Council.
- Identify the information required by Council from developers seeking to enter a Works in Kind Agreement;
- Ensure all Works in Kind Agreements conform to a standard legal template prepared by Council's legal representatives; and
- Outline the criteria for Council to assess and determine whether it will enter into a Works in Kind Agreement.

This draft Works In Kind Policy **as included in Attachment 1 to this report** will formally communicate Council's policy position in regards to the negotiation of Works in Kind Agreements. The Policy will create a policy framework to facilitate transparency, probity and efficiency in Council's process for entering Works In Kind Agreements.

The Policy deals with the following aspects of Works in Kind Agreements:

- When is a Works in Kind Agreement required?
- What is the process for obtaining approval to provide works in kind?
- What information is required in the written application?
- How will Council assess a proposal to accept a works in kind?
- What are the responsibilities of the developer and Council?
- How will the value of land/works be assessed and offset against requirements to make development contributions?
- What security arrangements will be required for the works in kind?
- Ownership of works provided by Works in Kind Agreements
- Payment of legal costs.
- Treatment of surplus value from previous Works in Kind Agreements.

The Policy contains detailed assessment criteria which Council officers will take into account when negotiating Works in Kind Agreements. Notwithstanding this, the Policy does not limit or fetter Council's discretion to enter or not enter into a Works in Kind Agreement.

This policy has been written in consultation with stakeholders and it is anticipated that the adoption of this Works in Kind Policy will increase transparency and efficiency by providing all stakeholders with consistent advice to be read and understood prior to entering a Works in Kind Agreement. Adoption of this Policy will result in the timely processing of draft Works in Kind Agreements that are fully consistent with Council's Draft Works in Kind Policy and Works in Kind Agreement Template **as included in Attachment 2 to this report.**

## **2. Section 55 of the *Local Government Act 1993***

This report seeks to resolve by Council resolution not to tender in accordance with Section 55(3) of the *Local Government Act 1993* for entry into any proposed Works-in-Kind Agreement as it considers that a satisfactory result would not be achieved by inviting tenders because of extenuating circumstances and the unavailability of competitive or reliable tenders for the reason that the developer would be the only person required to pay the monetary contributions as it is the only person entitled to act on the development consent, and is therefore the only person who would be interested in entering into the Works-in-Kind Agreement.

## **3. Works in Kind Agreement Template**

Council in conjunction with its legal representatives, created a template to facilitate drafting of Works in Kind Agreements by Council. The Draft Works in Kind Agreement Template (Agreement Template) **is included as Attachment 2 to this report.** The Agreement Template contains a number of standard legal clauses which strongly interrelates with the Works in Kind Policy.

To date, Council has negotiated a significant number of Works in Kind Agreements that have reflected the changing Developer Contributions environment and the typical Works in Kind negotiations that have occurred in recent years. This template is now considered the model template to use going forward.

## **4. Delegation to sign Works in Kind Agreements**

The Works in Kind Policy will effectively provide Council officers with the necessary policy framework to negotiate works in kind agreements. All Works in Kind Agreements recommended for approval by staff/management where fully consistent with the Works in Kind Policy and the relevant contribution plans shall be signed by the General Manager.

### **CONCLUSION**

Adopting the Works in Kind Policy and Template will increase transparency and efficiency throughout the negotiation and monitoring of Works in Kind Agreements.

### **RECOMMENDED**

#### **That Council:**

- i. adopt the Works in Kind Policy as included in Attachment 1 to this report;**
- ii. adopt the Works in Kind Agreement Template as included in Attachment 2 to this report;**
- iii. authorise delegation to the General Manager to sign Works in Kind Agreements that are fully consistent with the Works in Kind Policy and Template;**
- iv. advertise adoption of the Works in Kind Policy and Agreement Template on Council's website and in a local newspaper; and**
- v. under Section 55(3)(i) of the *Local Government Act 1993* Council resolves not to call for tenders for Works in Kind Agreements because of extenuating circumstances, and/or the unavailability of competitive or reliable tenderers and that a satisfactory result would not be achieved by inviting tenders.**

#### **ATTACHMENTS**

1. Works in Kind Policy
2. WIK Agreement Template



**ORD06**

# Works In Kind POLICY

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**Attachment 1**

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## Works In Kind Agreements

**DIVISION:** GOVERNANCE

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**FILE / BINDER:** Development Contributions/Works in Kind Agreements

**OBJECTIVE:**

To provide a framework for Works In Kind Agreements that includes:

- procedures for making an application and entering into a Works In Kind Agreement; and
- how Council will assess and determine whether it will enter into a Works In Kind Agreement.

**BACKGROUND:**

Under the provisions of the *Environmental Planning and Assessment Act 1979*, Council has the power to require development contributions toward the cost of providing services and facilities to meet the demand generated by the development. Council has a number of contributions plans that require contributions toward the provision of open space, recreation facilities, community facilities, roads, drainage and other community infrastructure.

In some instances, a developer may seek to construct public infrastructure in lieu of making a monetary contribution. This is known as 'works-in-kind'.

Works In Kind Agreements provide opportunities for developers to deliver infrastructure for the community much earlier than Council would often be able to achieve, as they are already constructing works on site. By constructing works, developers can offset the development contributions they would otherwise be required to pay to Council.

**POLICY STATEMENT:**

The Council has sole discretion to decide whether it will accept works-in-kind in lieu of monetary contributions toward the provision of community infrastructure. Where the Council agrees to accept the provision of works-in-kind, they must be the subject of a formal Works In Kind Agreement. This Agreement is a legally binding contract that is entered into by both developer and Council. The Agreement must be entered into prior to commencing work.

This policy shall not limit or fetter Council's statutory discretion or duty in determining development applications under the *Environmental Planning and Assessment Act*.

<b>RELEVANT LEGISLATION:</b>	<b>Environmental Planning and Assessment Act, 1979</b>
<b>RELATED POLICIES:</b>	<b>No</b>
<b>SUSTAINABILITY ELEMENT:</b>	<b>No</b>
<b>STAFF TRAINING REQUIRED?</b>	<b>No</b>

**ORD06**

**Attachment 1**

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1.

## What is this Policy about?

Under the provisions of the *Environmental Planning and Assessment Act 1979*, Council has the power to require development contributions toward the cost of providing services and facilities to meet the demand generated by the development. In order to require development contributions, Council must have a Contributions Plan in place which authorising contributions to be imposed as a condition of development consent. Council has a number of contributions plans that require contributions toward the provision of open space, recreation facilities, community facilities, roads, drainage and other community infrastructure.

A Contributions Plan contains a Schedule of Works, which identifies the infrastructure to be provided and includes an estimate of the cost. The cost of providing the infrastructure is then shared across an area or type of development. For Council to levy a contribution, it must impose a condition of consent on the development requiring the development contributions. These contributions may be satisfied by the payment of money, the dedication of land free of cost, or both.

In accordance with section 94(5)(b) of the *Environmental Planning and Assessment Act, 1979* (the Act), Council may accept the provision of a material public benefit (other than land or money) in full or part satisfaction of a condition of consent requiring development contributions. The most common form of a 'material public benefit' is the construction of works that have been identified in the Schedule of Works in the Contributions Plan this is known as 'works-in-kind'.

Council is ultimately responsible for these facilities and therefore needs to approve the proposed works before the developer commences any works and must ensure the works are carried out appropriately. This policy establishes what the developer needs to do if they want to carry out works-in-kind and their expectations throughout the process.

It is entirely at Council's discretion whether it will accept the provision of works-in-kind, instead of a monetary contribution. Where Council does agree to accept works-in-kind, they must be the subject of a formal "Works In Kind Agreement" entered into by both the developer and the Council prior to commencement of works. The Agreement is a legally binding contract. The purpose of this policy is to provide a framework for establishing when and how Council will enter into Works In Kind Agreements.

For the purposes of satisfying the tendering requirements under Section 55 of the *Local Government Act 1993*, in making this Policy, Council has resolved that it will not invite tenders in respect of Works In Kind Agreements or Voluntary Planning Agreements on the grounds that a satisfactory result will not be achieved due to the unavailability of competitive tenderers in accordance with the provisions of S55(3) of the Act.

## 2. What other Council documents does this relate to?

This policy should be read in conjunction with the relevant adopted Section 94 Development Contributions Plan the Council Works-in-Kind Template, the Development Application conditions of consent and Camden Council Engineering Design Specification

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Attachment 1

### 3. Application

This policy applies to all requests to carry out works-in-kind in full or part satisfaction of conditions of consent requiring development contributions to be made to Council.

### 4. Definitions

**Attributable cost** means the estimated cost for each item in the works schedules of the relevant Contributions Plan, which may differ from the final actual cost of the item. It will be the value used in determining the amount of any offset of monetary contributions as a result of any works-in-kind proposal.

**Bank guarantee** means an irrevocable and unconditional undertaking without any expiry or end date in favour of the Council to pay an amount or amounts of money to the Council on demand issued by an Australian bank, non-bank-financial institution, or insurance company subject to prudential supervision by the Australian Prudential Regulatory Authority and has a credit rating of "A" or above (as assessed by Standard and Poors) or "A2" or above (as assessed by Moody's Investors Service) or "A" or above (as assessed by FitchRatings)

**Consent** means a development consent issued for a development application.

**Contributions Plan** is a document that has been publicly exhibited and adopted by the Council pursuant to section 94EA of the *Environmental Planning and Assessment Act*.

**Council** means The Council of Camden.

**Defects Liability Period** means the period agreed to in relation to the Works where council may give the developer a rectification notice stating the works to be rectified at the developers cost

**Development contribution** means a contribution referred to in section 94 of the EP&A Act.

**Development Contributions Management Committee (DCMC)** means an internal Council committee comprised of management and specialist staff representing strategic planning, development assessment, finance and capital works sections. The committee meets on a regular basis to manage the development contributions system. Committee meetings are closed to the public and decisions are made by consensus. Committee meeting minutes, decisions and recommendations in relation to works in kind agreements are communicated directly to the applicant who makes a written application to enter a works in kind agreement.

**EP&A Act** means the *Environmental Planning and Assessment Act 1979*.

**EPA Regulation** means the *Environmental Planning and Assessment Regulation 2000*.

**Hand-Over Date** means a date no later that date specified in a works-in-kind-agreement in which the developer will handover the works to council.

**LGA** means **local government area**.

**Land Contribution** means the area of land to be dedicated to Council in full or part satisfaction of conditions of consent requiring development contributions to be made to Council.

**Material Public Benefit (MPB)** A MPB can consist of either a works-in-kind or the provision of certain public amenities or services that are not scheduled within a contributions plan in lieu of the part or full payment of either a monetary contribution or the dedication of land that is required as a condition of development consent.

**Works-in-kind (WIK) means the undertaking of a work or provision of a facility by an applicant which is already nominated in the works schedule of a contributions plan.**

## 5. When is a works-in-kind application required?

If a developer would like to undertake works that are identified in a Contributions Plan in either full or part satisfaction of conditions of consent requiring development contributions to be made to Council then the developer will need agreement from Council that it will accept the provision of the works-in-kind. Also, if a developer would like Council to consider dedication of land identified in a Section 94 Contributions Plan as either full or part satisfaction of conditions of consent requiring development contributions to be made.

This will take the form of a formal Works In Kind Agreement that is entered into by both Council and the developer and is a legal contract relating to the works. This Agreement must be entered into before any works commence. To gain agreement from Council that it will accept the provision of works-in-kind, the developer will need to make a request in writing.

NOTE: Agreement to allow a developer to provide works-in-kind in full or part satisfaction of development contribution requirements is solely at Council's discretion. This Works in Kind Agreements policy is intended as a guide only. The applicant should not assume that compliance with the requirements in the policy will automatically give them approval.

## 6. What is the process for obtaining approval to provide works-in-kind?

### *Step 1 – Initial Discussions with Council's Section 94 Planner*

Prior to applying for Council's approval, an appointment should be made to discuss the Council's requirements in relation to the proposed works. This will include a discussion of the 'attributable cost' of the land/works (i.e. the amount of 'credit' for the works). Please contact Council's Section 94 Planner to schedule a meeting.

These discussions should occur as early as possible and in the case of land subdivision, certainly well before time constraints are likely to impact on the ability for Council to issue a prompt Subdivision Certificate.

### *Step 2 – Written Application*

The applicant must write to Council advising of its desire to undertake the land dedication/works that are identified in a Contributions Plan and request approval to enter into a Works In Kind Agreement. The applicant should do this as soon as they have received their development consent. The information provided should explain details of the works involved, its location and estimated costs in the form of detailed

quotations (refer to Section 7 – What information is required in the written application?).

NOTE: The applicant should lodge the written application as early as possible to allow sufficient time for Council to assess the application without impacting on the applicant's development schedule. Failure to meet these timeframes may result in delays to the development. Delays in development are not a relevant factor in considering any application.

#### *Step 3 – Council considers your application*

Upon receipt, Council will assess the information the applicant has provided against the provisions criteria outlined in part '8 – How will Council assess a proposal to accept works-in-kind?'. This may include referral to the Development Contributions Management Committee for consideration. In some circumstances, referral to the elected Councillors may be required. Council will then determine whether or not it is prepared to support the proposal and enter into a Works in Kind Agreement with the applicant.

#### *Step 4 – Determination*

Council (Development Contributions Management Committee under delegation) will advise the applicant whether or not it will accept the provision of works-in-kind. Where Council does agree to accept the land/works, the developer and Council will enter into a Works In Kind Agreement using Council's template Works In Kind Agreement (attached to this policy). This document is a legally binding contract relating to the works and establishes the scope of works, the rights and responsibilities of each party and the financial arrangements relating to the attributable value of the land/works and their offset against development contribution requirements.

If the applicant wishes to vary any of the clauses in Council's template Works in Kind Agreement, the applicant is to provide a detailed description or marked up version of Council's template Works in Kind Agreement with justification to Council's Section 94 Planner. Council's Section 94 Planner will refer all the applicant's proposed variations to Council's legal representatives for legal opinion and drafting. The applicant is liable for all of Council's legal costs with respect to considering variations to the template Works in Kind Agreement.

Council officers will consider the legal opinion and drafting received. All proposed variations to the legal drafting of the template Works in Kind Agreement must be approved by the Development Contributions Management Committee. The legal opinion received by Council is confidential. However, the applicant will be advised of any legal drafting changes once the Development Contributions Management Committee has made a decision to approve/reject variations after due consideration is given to the legal opinion provided by Council's legal representatives.

NOTE: The applicant should lodge all proposed variations to Council's Works In Kind Agreement template with the written application as early as possible to allow sufficient time for Council to obtain legal advice. Failure to meet these timeframes may result in delays to the development.

The Section 94 Planner will forward a copy of the DCMC endorsed Works in Kind Agreement to the applicant for signing. The applicant is to return a hardcopy and electronic copy of the signed works in kind agreement to the Section 94 Planner.

Council's General Manager has delegated authority to sign the Works in Kind Agreement on behalf of Camden Council.

Council expects Works In Kind agreements to be signed by the applicant within a reasonable period. A final approval to enter the Works In Kind agreement by DCMC remains valid for three months or otherwise negotiated between the applicant and Council. Should the agreement not be signed within three months, the applicant should seek re-approval by DCMC.

#### *Step 5 – Approvals for the works*

It is the responsibility of the applicant to obtain all necessary approvals for the works and relevant land dedications. The applicant must work cooperatively with relevant Council staff regarding design and specifications for the proposed works prior to submitting a Development Application and prior to submitting an application for a Construction Certificate.

Prior to commencing design of any Items of Works which relate to a community and recreation facilities including parks and playgrounds or other unique type of facility , the Developer is to request that the Council provide the Developer with its requirements for the design, materials and specifications for the provision of the Works. The Developer may provide a proposal, including preliminary concept designs as a starting point for discussion with Council as to the proposed Works.

The Council is to advise the Developer in writing whether it approves of the initial design of Works within 2 months of receiving the initial design from the Developer

It is important for the developer to understand that Council entering into a Works in Kind Agreement does not imply that development consent for the subject work has, or will be given. The normal development assessment process under Section 79 C of the *Environmental Planning and Assessment Act* will apply.

In the event that the applicant has obtained development consent for the subject work prior to entering a works in kind agreement with Council and working with Council to develop the approved scope and concept design the applicant may be required to amend the development application so that the proposed works are in accordance with Council's designs, specifications, standards and intentions for infrastructure. Any modifications to development consents for subject works and land dedications will attract fees and costs that are to be entirely borne by the applicant. Council takes no responsibility for costs incurred by the applicant.

NOTE: All works shall be in accordance with Councils design, specification standards, or as otherwise agreed

#### *Step 6 – Construction Phase*

Upon completion of the first five stages and compliance with the Works in Kind Agreement, construction of the work may commence. No additions or alterations, including variations to costs, should be made to the works without Council's consent in writing. This consent may need to include a Section 96 Development Consent Modification Approval.

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The works will be inspected by Council as stated in the Agreement and/or Development Approval consent including an inspection when construction is complete, ensuring the facility has been built to an acceptable standard. Any defects must be rectified during the Defects Liability Period in accordance with the provisions of the Agreement. Council's Assets team is to be consulted with as to the general maintenance periods and defects liability periods required for different Asset Classes. The agreed periods will be listed in the Works-in-Kind-Agreement.

#### *Step 7 – Handover Phase*

The applicant must submit an AutoCAD drawing file or equivalent file form as required by Council. This AutoCAD drawing file must be provided in electronic format including all notation. PDF documents are not satisfactory.

The applicant is also required to complete and submit Council's Asset Data Sheet or Fair Value Valuation for each asset to be handed over to Council. The Asset Data Sheet is available on Council's website.

The Developer is to give the Council not less than 20 calendar days written notice of the date on which it proposes to Hand-Over any Works to the Council, being a date not later than the Hand-Over Date and the Items of Work the subject of the notice.

NOTE: Where there is deviation from Council's standards, specifications, plans, data or otherwise at handover this could result in delays to the development.

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### **7. What information is required in the written application?**

The applicant must provide the following information as a minimum:

- Detailed description of the works proposed to be undertaken and/or land to be dedicated to Council in lieu of section 94 conditions of consent. It would be desirable for the description to be supported by concept/detailed design drawings,
- Legal description of the land to be dedicated and/or land on which any works are proposed to be carried out under the agreement; and
- If the applicant seeks to claim the value of works on land that is not owned by the applicant, all the landowners must be identified as parties to the works in kind agreement. It is the responsibility of the applicant to obtain written confirmation from all the landowners that they raise no objection to the applicant claiming the attributable value of works on their property, forfeiture of the landowner's rights to enter an agreement for the subject works at a later date and an understanding that Council has discretion to accept the land dedication as a contribution at a later date.
- The estimated 'attributable cost' of the land and works. A sufficient level of detail will be required to enable Council to verify the value of works; and  
(Note: Council will only provide an offset against development contributions at a maximum to the extent of the 'attributable cost' of the works i.e. the amount provided for in the Contributions Plan.)
- A schedule identifying the relationship between those land dedications and works and the relevant Contributions Plan; and

- An explanation as to whether the proposed works are intended to be completed in full or to be partially completed, relative to the specifications contained in the Contributions Plan and any existing development consent approval/s for works; and
  - Detailed description of the expected timeframe and staging for design, construction and handover of works; and
  - A summary table of the development contributions payable on conditions of consent and the extent the proposed Works in Kind Agreement will offset these conditions of consent.
- 8. For applicants who have accrued a surplus credit in previous Works in Kind agreements, identify the current and remaining surplus credit position if the Works in Kind Agreement is entered into. How will Council assess a proposal to accept Works-In-Kind?**

The Council will consider the following when assessing a proposal to provide works-in-kind:

- the standard and timing of delivery of, and security arrangements applying to the works the subject of the offer, are to Council's satisfaction; and
- the conditions applying to the transfer of the asset to the Council are to Council's satisfaction; and
- the provision of the works will not prejudice the timing or the manner of the provision of public facilities included in the works program; and
- the benefit of the works to the community; and
- Council's priorities for infrastructure delivery; and
- the financial implications for cash flow and the continued implementation of the works schedule included in the relevant Contributions Plan; Council's adopted works program and requirements for ongoing management, operation and maintenance of the works in kind; and
- Variations to the items listed in the Contributions Plan will only be considered at Council's sole discretion and items that are not listed in the Contributions Plans will not qualify for a Works in Kind credit; and
- The monetary value of the proposed works in kind and the amount of 'credit' or offset sought by the developer; and
- The design concept plans of the proposed works; and
- The overall benefit of the proposed land and/or works in kind to the current and future development in the area; and
- The feasibility of constructing the proposed land and/or works in kind within amounts budgeted in the relevant Contributions Plan; and
- Whether Council may directly or require the applicant to consult with other developer stakeholders who would be required to contribute to the works, prior to accepting the works in kind proposal.
- Council's capacity to deliver the works and whether this would provide better value for money.

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Attachment 1

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### 9. What are your (the applicant's) responsibilities?

If Council agrees to accept the proposal to provide works-in-kind, the applicant must:

- work cooperatively with Council to develop a design that achieves a positive outcome for the community having regard to aesthetics, sustainability, life cycle costs and value for money prior to lodgment of a DA for the works
- comply with all statutory requirements and regulations that relate to the works;
- fulfill any requirements set out in the Works in Kind Agreement;
- indemnify Council against all claims etc related to the works undertaken;
- retain a suitable public risk insurance policy with a minimum liability of \$20,000,000 (or other minimum required by Council) and present Council with a copy of this policy and other insurances set out in the Works in Kind Agreement;
- not make any variations to the agreed works without written approval from Council;

NOTE: Council is not liable for any variations between the attributable value of the works/land in the Contributions Plan and estimated (actual) construction costs.

- notify Council when all inspections are required as per Works in Kind Agreement and/or Development Consent;
- provide Council with a Land Tax Clearance issued by the Office of State Revenue dated less than one month prior to the land transfer to Council;
- To pay all costs incurred with Council appointing a qualified quantity surveyor to provide a "fair value" valuation for the asset/s to be dedicated to Council. The valuation must be carried out by a registered valuer and in accordance with AASB 116 and the NSW Department of Local Government Code of Accounting Practice and Financial Reporting. Valuations are not required for roads, bridges or drainage. The valuation of buildings should be componentized and land valued on the basis of its intended use. i.e. operational or community land.
- when the works-in-kind are complete they will need to be handed over to Council. The Works in Kind Agreement will specify the hand over date and provisions relating to rectification of defects. Generally, items of work will need to be maintained in accordance with Council's Engineering Specifications.
- Upon the hand over or dedication of land, property and buildings to Council, the applicant must provide an AutoCAD drawing file or equivalent to Council and notice of intended date to handover the works to Council.
- Provide security for rectification of defects for the duration of the Defects Liability Period in accordance with Council's Engineering Specifications.

These responsibilities will be further explained in the Works In Kind Agreement

NOTE: Council maintains the right to instruct the developer to modify the form, quality or quantity of the works.

## 10. How will the value of works be offset against requirements to make development contributions?

The purpose of providing works-in-kind is to satisfy the conditions of development consent that require contributions to be made (i.e. to construct works instead of making a cash payment to Council).

Council will only offset the value of works-in-kind against the development contribution required for that particular type of work. For example, construction of a community centre can only be offset against contributions required for the purposes of 'community facilities'. The construction of the community centre would not satisfy contributions that were required for the purposes of open space, roads or drainage etc.

Council preference is to only accept land and works in kind to the value of the development contributions required by conditions of consent. It is at Council's discretion whether it will accept the provision of works-in-kind where the combined value of the land and works exceeds the value of development contribution required by conditions of consent. For example, where the 'attributable cost' of constructing a community centre is \$1,500,000, but the contribution required for the purposes of community facilities is only \$900,000.

Works in Kind credit will be applied as an agreed reduction of contributions payable under the relevant development consent in accordance with s94(5) of the EPA Act. The condition requiring the payment of the contributions does not need to be modified. Works in Kind credit can not be applied once development contributions have been paid.

**In the exceptional circumstances where Council agrees to accept works with a value greater than the contributions required, Council will hold the 'surplus value' of the works as a credit in favour of the developer and will apply this credit against future development contribution requirements for that particular type of work.**

**For example, the surplus value of constructing a community centre with an attributable cost of \$1,500,000, where the contribution required is only \$900,000, would be \$600,000 (\$1,500,000-\$900,000 = \$600,000). In this instance, the surplus value of \$600,000 will be held as a credit and will only be used to offset future requirements to make development contributions for the purposes of community facilities and indexed. Council will not offset requirements to make contributions for the purposes of recreation facilities, open space land acquisition, plan administration and the like against this surplus value, as the surplus value relates only to the provision of community facilities.**

**A developer providing works in kind that are in excess of its contribution requirements should not expect monetary payment from Council until all contributions toward the provision of the works have been collected from other developers. This is usually at the end of the life of the relevant Contributions Plan i.e. when the relevant Contributions Plan is repealed.**

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Where the value of works undertaken is equal to the contribution required as a condition of consent, Council will consider those works to be the equivalent of the payment of the contribution in full.

Where the value of the works undertaken is less than the contribution required as a condition of consent, the developer will be required to pay the difference.

Council will not offset against the value of required development contributions, the value of any work which is required under Section 80 A (1) (f) of the Act, being works required as a result of the considerations of Section 79 C of the Act.

**NOTES:**

Council does not accept any financial risk associated with the construction of the works and will only cover those attributable costs agreed to in the Works In Kind Agreement entered into by the developer. Any costs beyond this will be borne by the developer.

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Council does not accept any liability for costs associated with altering the design or construction of works or land dedications if the applicant has received development consent for the land/works prior to execution of a works in kind agreement.

**Developers should not expect reimbursement of surplus value in full. The possibility and level of reimbursement is limited to the funds collected from contributions received from other developers for those works pursuant to the relevant Contributions Plan (at the time of plan repeal) and the possibility funds shall be distributed equitably to multiple developers as reimbursement of their respective surplus values. Council also retains the right to repay Council's outstanding financial liabilities for local infrastructure projects forward funded by Council's Capital Works Program and invest funds collected from other developers to other local infrastructure projects.**

**11. What security arrangements will be required for the works-in-kind?**

As Council is agreeing to offset the value of works-in-kind against the requirements to pay development contributions, satisfactory security arrangements need to be in place. This falls into two main categories: works that will be completed prior to a Subdivision Certificate being issued and works that will be completed after a Subdivision Certificate is issued.

Generally all works-in-kind are to be completed prior to a Subdivision Certificate being issued for the development consent which is the subject of the development contributions. However, in some circumstances this may not be possible.

Council may accept a bank guarantee if the applicant or any other person entitled to act upon the relevant consent, makes a written request and can satisfy the Council that non-compliance with the works in kind agreement is justified.

Acceptance of any request is entirely at the discretion of the Council. The Development Contributions Management Committee will consider each proposal on a case-by-case basis.

The Section 94 Planner shall prepare a report to the Committee outlining the request against the following criteria.

Bank guarantees may be permitted in any one or more of the following circumstances:

- Making of the contribution at the time stipulated in the development consent or the relevant contributions plan is unreasonable or unnecessary in the circumstances of the case.
- Deferral of the contribution by means of a bank guarantee will not prejudice the timing or the manner of the provision of public facilities included in the contributions plan works program.
- The execution of a works in kind agreement in lieu of a section 94 monetary contribution is required is imminent.
- A Works In Kind agreement is 'imminent' if Council is satisfied the draft agreement:
  - is expected to be executed within a three month timeframe;
  - the draft works in kind agreement has progressed through Steps 1 to 3 of the Works in Kind process outlined in Section 6 of this Policy; and
  - there are no outstanding legal matters to be resolved. That is, no matters pending a legal opinion or legal drafting of variations to Works in Kind Agreement template.
- In the case of a voluntary planning agreement, Council will only accept a bank guarantee if at an Ordinary Meeting of Council, Council has resolved to publicly exhibit a draft voluntary planning agreement.
- There are extenuating circumstances justifying the deferred or periodic payment of the contribution.

The Committee will consider the request and make a recommendation as to whether the request is in the public interest.

If the Council does decide to accept deferred or periodic payment, the payment may be deferred for a period not exceeding 12 months from the date that such payment is due under the relevant conditions.

- The Bank Guarantee must be for the amount of the total contribution, or the amount of the outstanding contribution.
- If the applicant has not entered an agreement with Council within the abovementioned timeframes, the bank guarantee be for the amount of the total contribution, or the amount of the outstanding contribution, plus an amount equal to 10 percent of the outstanding amount plus any charges associated with establishing or operating the bank security.
- A non-refundable administration charge must be paid to Council at the date of lodgement of the Bank Guarantee to cover any bank charges and to contribute to the coverage of Council administration costs. Refer to Council's adopted Fees and Charges for current administrative charges. Administrative charges are also payable for substituting bank guarantees with Council.
- The developer may, at any time after lodging the Bank Guarantee, make part payments of either 25% or 50% of the Bank Guarantee amount. An

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adjustment to the interest payable will be made after the payment of the contribution in full.

- If the amount of the total contribution, or the amount of the outstanding contribution, plus an amount equal to twelve months interest has not been paid within 12 months from the date that the payment of the development contribution was due or the works in kind agreement has not been executed, the Council will call on the Bank Guarantee without reference to the developer, landowner or other person who lodged the guarantee, and without regard to any dispute, controversy, issue or other matter relating to the development consent or the carrying out of development to which the Bank Guarantee relates.
- The bank's obligations are discharged when payment to the Council is made in accordance with the Bank Guarantee or when council notifies the bank in writing that the Bank Guarantee is to be released. Where a bank guarantee has been deposited with the Council, the guarantee shall not be cancelled until such time as the original consent contribution plus indexation in accordance with this Plan from the date of the consent has been paid

Security requirements for works to be completed **prior** to a Subdivision Certificate being issued

For works that are being constructed and handed over to Council prior to a Subdivision Certificate being issued, Council acknowledges that the Subdivision Certificate itself is a form of security. As a result, Council will only require security to be provided in the following instances:

- Works constructed on privately owned land – NIL
- Works constructed on publicly owned land where there will be no disruption to existing services and facilities – an amount sufficient for Council to make the works safe if they are left incomplete. This will be negotiated on a case-by-case basis and could be as minimal as the cost to erect a fence around the works.
- Works constructed on publicly owned land where there will be disruption to existing services and facilities – an amount will be negotiated on a case-by-case basis. In some instances (such as road works on an existing public road) Council may require an amount equal to the cost of completing the works.

Any exclusion from the need to lodge Bank Guarantees for the purposes of development contributions does not extend to Bank Guarantees for performance or damage to existing infrastructure.

Security arrangements for works to be completed **after** a Subdivision Certificate has been issued

For works that are to be completed and handed-over to Council after a Subdivision Certificate has been issued, Council will require a security equal to 115% of the cost of the remaining works.

**12. Ownership of works provided by Works In Kind Agreements**

Works become the property of the Council when they are 'handed over' to the Council. The Works In Kind Agreement will specify a 'hand over date'. No credit will

be provided for the works until they have been handed over to the Council or in the case of works to be completed after a Subdivision Certificate has been issued, appropriate bank guarantee arrangements are in place.

When the work undertaken by the applicant is for the 'design' of an item of infrastructure, the design work will become the intellectual property of the Council. All plans and related documentation must be provided to the Council for credit to be acknowledged for the work.

If the applicant is to dedicate land to Council in a Works in Kind Agreement, the landowner is to provide a land tax clearance certificate to Council.

### **13. Payment of legal costs**

Council has invested its resources in preparing a Works In Kind Agreement template, which is a standard agreement to be used for Works In Kind Agreements. Council is allowing applicants to use this agreement free of cost.

Variations to the Works In Kind Agreement template will only be considered in unique circumstances. Where a variation is required, the applicant must bear all of the legal costs of drafting the amendment to the template agreement, including Council's legal costs.

### **14. Treatment of Surplus Value**

In certain circumstances applicants may, through previous development applications, have contributed more to the Council than was required. This would only likely have occurred when the applicant provided land or other material public benefit through a works-in-kind or land dedication agreement and this extra provision is referred to as 'surplus value'.

If a person seeking to settle a contribution obligation with the Council would like Council to consider accrued surplus value relating to an earlier consent and agreement then they must submit a written request together with details of the earlier agreement. The earlier agreement should explicitly acknowledge that previous 'payments' exceeded contributions that were required at that time. In such circumstances, Council may offset the surplus value from an earlier agreement against a current application or more recent consent.

Council will only consider applying the surplus value to future developments after land and works in previous works in kind agreements have already been completed and dedicated to the Council.

Whether Council has already granted consent or not, the subject development application will, if granted, include the relevant condition(s) requiring full payment of development contributions and land dedications. The offset against surplus value will be resolved externally to the consent in an agreement.

The surplus value of land is not subject to indexation. However, the surplus value of works in previous agreements is subject to indexation consistent with the indexation approach set out in the relevant Contributions Plan.

The settlement of contributions against those paid under previous consents should be viewed as a variation of that earlier agreement. The applicant is effectively

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submitting a request for variation of the agreement. If Council agrees, it will issue a Letter of Variation of the Past Agreement, which both parties must sign.

The written application to Council must contain the following information:

- Particulars of executed works in kind agreements: Date of execution and Surplus Value
- Letter(s) of Variation of the Past Agreement issued by Council (if any);
- Recent section 94 advice obtained from Council's Section 94 Accountant on the indexed monetary contributions payable.

The Development Contributions Management Committee may at its discretion permit the offset. Each request will be considered on a case by case basis using the following minimum criteria:

- Evidence of the applicant's compliance with executed works in kind agreements. That is, the handover of land to Council, completion of works and acceptance by Council; and
- The applicant seeks to offset surplus value in accordance with the relevant infrastructure category and contributions plan that the monetary contribution is due; and
- The financial implications for cash flow and the continued implementation of the works schedule included in the relevant Contributions Plan(s).

**Landowners/developers whom provided land contributions or works-in-kind in excess of their contribution requirements should not expect monetary payment (reimbursement) from Council until all contributions toward the provision of the land and/or works have been collected from other developers. This is generally the end of the life of the relevant Contributions Plan. That is, when the Contributions Plan is repealed.**

**Landowners/developers should not expect reimbursement of surplus value in full or at a predetermined date. The possibility and level of reimbursement is limited to the funds collected from other developers received for those works pursuant to the relevant Contributions Plan. The timing and level of reimbursement may be affected by financial liabilities associated with forward funded local infrastructure projects directly undertaken by Council, the possibility Council may reimburse multiple developers' surplus values (to the extent of contributions collected from other developers) and Council may apply development contributions received towards a public purpose other than the public purpose specified in the Works in Kind agreement if the Council considers that the public interest would be better served by applying the development contributions towards that other public purpose rather than the purpose so specified.**

An applicant may make a written application to Council to transfer part or all of surplus value to a third party. The following criteria will be used to determine whether this arrangement is acceptable:

- The current surplus value held in favour of the applicant relevant to each Contributions Plan and infrastructure category (e.g. community facility, open space); and

- The level of section 94 offsets sought from the third party in relation to development consents granted; and
- Implications on Council's financial position; and
- Impact on Council's ability to deliver infrastructure;
- Should Council approve the transfer of surplus value, this will be subject to conditions including but not limited to:
  - The applicant agrees to pay all legal costs;
  - All parties (Council, applicant and third party) must enter a legally binding agreement - a Letter of Variation of the Past Agreement;
  - The third party has read and understood this Works in Kind Policy; and
  - The applicant nor third party can transfer surplus value to another party without Council's prior approval; and
  - The arrangement to transfer surplus value shall expire (i.e. cease to have effect) if the third party has failed to use the agreed surplus value to satisfy development conditions of consent within 28 days or otherwise notified in writing by the applicant and third party and agreed by Council.
  - The applicant is to make a subsequent written application to Council after 28 days have lapsed.

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## Works-in-Kind Agreement

**The Council of Camden**

**"[Developer Name]"**

Dated "[Insert Date]"

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## Works-in-Kind Agreement

## Summary Sheet

<b>Council</b>	Name	The Council of Camden	<b>Attachment 2</b>
	Address	37 John Street, Camden, NSW 2570	
	Telephone	(02) 4654 7777	
	Facsimile	(02) 4564 7829	
	Email	mail@camden.nsw.gov.au	
	Representative	Mr Greg Wright – General Manager	
<b>Developer</b>	Name	[Drafting Note. To be completed]	
	Address	[Drafting Note. To be completed]	
	Telephone	[Drafting Note. To be completed]	
	Facsimile	[Drafting Note. To be completed]	
	Email	[Drafting Note. To be completed]	
	Representative	[Drafting Note. To be completed]	
<b>Landowner</b> [Drafting Note. Delete if there is no Landowner Party]	Name	[Drafting Note. To be completed]	
	Address	[Drafting Note. To be completed]	
	Telephone	[Drafting Note. To be completed]	
	Facsimile	[Drafting Note. To be completed]	
	Email	[Drafting Note. To be completed]	
	Representative	[Drafting Note. To be completed]	
<b>Development Consent</b>	[Drafting Note. To be completed]		
<b>Works</b>	See Schedule 3		
<b>Land</b>	See Schedule 1		
<b>Security</b>	[Drafting Note. To be completed]		

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## Works-in-Kind Agreement

### 1 Parties

**The Council of Camden** ABN 31 117 341 764 of 37 John Street, Camden, New South Wales (**Council**)

"**[Developer Name]**" ABN "[Insert ABN]" of "[Insert Address]" New South Wales "[Insert Postcode]" (**Developer**)

"**[Landowner Name]**" ABN "[Insert ABN]" of "[Insert Address]" New South Wales "[Insert Postcode]" (**Landowner**) [**Drafting Note.** Delete if there is no Landowner party. Insert other Landowner parties if there is more than one Landowner.]

### 2 Background

- A The Developer/Landowner/Council [**Drafting Note.** \*Delete whichever is not applicable] owns the Land.
- B The Developer has been granted the Development Consent or is otherwise entitled to act upon the Development Consent.
- C The Contributions Plan and the Development Consent require the Developer to make the Monetary Contributions.
- D The Council and the Developer wish to enter into this Agreement to make provision for the carrying out of the Works by the Developer in [**Drafting Note.** Insert "part" or "full" satisfaction of the Monetary Contributions. [**Drafting Note.** \*Delete this paragraph if it is not applicable]
- E Section 94(5)(b) of the Act authorises the Council and the Developer to enter into this Agreement to make provision for the carrying out of the Works by the Developer in [**Drafting Note.** Insert "part" or "full" satisfaction of the Monetary Contributions.

### 3 Operative provisions

#### 1 Definitions and Interpretation

- 1.1 In this Agreement the following definitions apply:

**Act** means the *Environmental Planning and Assessment Act 1979* (NSW).

**Contributions Plan** means the [**Drafting Note.** Insert the name of the relevant Contributions Plan(s)], made by the Council under s94EA of the Act, and adopted by the Council on [**Drafting Note.** Insert the date of adoption of the Contribution Plans(s)].

**Contribution Value** means the amount specified in Column 4 of Schedule 3.

[**Drafting Note.** If the Contribution Values set out in Schedule 4 are to be indexed add the following words '*indexed quarterly in accordance with movements in the Consumer Price Index published by the Australian Bureau*

of Statistics' or whatever the appropriate methodology is contained in the relevant contributions plan]

**Defects Liability Period** means the period specified in Column 3 of Schedule 3 in relation to the Works specified in Column 1 of that Schedule commencing on the date a notice is given under clause 10.5 in relation to those Works.

**Development** means the development the subject of the Development Consent.

**Development Application** means development application [**Drafting Note.** Insert DA No.]made by the Developer to the Council on [**Drafting Note.** Insert date].

**Development Consent** means the development consent granted by the Council under s80 of the Act to the Development Application on [**Drafting Note.** Insert date] notified by the Council to the Developer in accordance with s81 of the Act on [**Drafting Note.** Insert date].

**Development Contribution** means a monetary contribution or the dedication of land free of cost.

**Final Lot** means a lot in the Development created for separate occupation and disposition or a lot of a kind or created for a purpose that is otherwise agreed by the parties, not being:

- (a) a lot created by a subdivision of the Land that is to be dedicated or otherwise transferred to the Council, or
- (b) a lot created by a subdivision of the Land which may be further subdivided.

**Force Majeure Event** means any event or circumstance, or a combination of events or circumstances:

- (a) which arises from a cause beyond the reasonable control of a party, including:
  - (i) an act of God,
  - (ii) strike, lockout, other industrial disturbance or labour difficulty,
  - (iii) war (declared or undeclared), act of public enemy, blockade, revolution, riot, insurrection, civil commotion,
  - (iv) lightning, storm, flood, fire, earthquake, explosion, epidemic, quarantine
  - (v) embargo, unavailability of any essential equipment or materials, unavoidable accident, lack of transportation, or
  - (vi) anything done or not done by or to a person, except the party relying on force majeure;
- (b) which the Developer takes all reasonable precautions to protect itself against, and uses all reasonable endeavours to mitigate the consequences of (which does not require the

- Developer to settle a labour dispute if, in the Developer's opinion, that is not in its best interests); and
- (c) which the Developer notifies the Council of, as soon as practicable after becoming aware of the event or circumstance.

**GST** has the same meaning as in the GST Law.

**GST Law** has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of the GST.

**Hand-Over** means the hand-over to the Council of the Works in accordance with this Agreement.

**Hand-Over Date** means the date specified in Column 2 of Schedule 3 in relation to the Works specified in Column 1 of that Schedule corresponding to that date, subject to any extension of that date under clause 12.1

**Item of Works** means an item of the Works.

**Land** means the land specified or described in Schedule 1.

**Location Plan** means the plan contained in Schedule 2.

**Monetary Contributions** means the monetary Development Contributions required to be paid to the Council under the following conditions of the Development Consent for the following public purposes and in the following amounts:

Condition	Public Purpose	\$ Amount
[Drafting Note. To be completed]	[Drafting Note. To be completed]	[Drafting Note. To be completed]
[Drafting Note. To be completed]	[Drafting Note. To be completed]	[Drafting Note. To be completed]

**Party** means a party to this agreement, including its successors and assigns.

**Rectification Certificate** means a compliance certificate within the meaning of s109C(1)(a)(v) of the Act to the effect that work the subject of a Rectification Notice has been completed in accordance with the notice.

**Rectification Notice** means a notice in writing that identifies a defect in a work and requires rectification of the defect within a specified period of time.

**Regulation** means the *Environmental Planning and Assessment Regulation 2000*.

**Security** means an unconditional bank guarantee or bond in favour of the Council on terms satisfactory to the Council, or such other form of security as the Council may require in its absolute discretion.

**Surplus Value** means the amount, if any, by which the sum of all Contribution Values exceeds the value of the Monetary Contributions, being [Drafting Note. Insert \$ amount].[Drafting Note. Delete if there is no surplus value].

**Works** means the works specified or described in Column 1 of Schedule 3 and includes any Item of Works and any part of any Item of Works.

**Works-As-Executed-Plan** means detailed plans and specifications of the completed Works.

- 1.2 In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:
- 1.2.1 Except as provided by clause 1.2.2, a reference to the Developer is taken to include a reference to the Landowner and applies to the Developer and Owners jointly and severally unless the context or subject-matter otherwise indicates or requires. [**Drafting Note.** Delete if there is no Landowner party]
  - 1.2.2 A reference to the Developer is taken to be a reference to the Landowner to the exclusion of the Developer if the reference could only apply to the Landowner having regard to the context or subject-matter. [**Drafting Note.** Delete if there is no Landowner party]
  - 1.2.3 Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
  - 1.2.4 A reference in this Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.
  - 1.2.5 If the day on which any act, matter or thing is to be done under this Agreement is not a business day, the act, matter or thing must be done on the next business day.
  - 1.2.6 A reference in this Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.
  - 1.2.7 A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
  - 1.2.8 A reference to an applicable law includes a reference to anything required to be done by or under the law in relation to the Works, including anything required to be done by reason of a requirement lawfully imposed by a person or body exercising functions under the law.
  - 1.2.9 A reference in this Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
  - 1.2.10 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
  - 1.2.11 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
  - 1.2.12 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

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- 1.2.13 A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other gender.
- 1.2.14 References to the word 'include' or 'including' are to be construed without limitation.
- 1.2.15 A reference to this Agreement includes the agreement recorded in this Agreement.
- 1.2.16 A reference to a party to this Agreement includes a reference to the servants, agents and contractors of the party, and the party's successors and assigns.
- 1.2.17 Any schedules, appendices and attachments form part of this Agreement.

## 2 **Obligation to Carry Out Works**

- 2.1 The Developer is to carry out and complete the Works on the Land at the locations shown on the Location Plan.
- 2.2 The Developer's obligation under clause 2.1 exists irrespective of whether the Developer:
  - 2.2.1 carries out the Works itself, or
  - 2.2.2 enters into an agreement with another person under which the other person carries out the Works on the Developer's behalf.
- 2.3 Before the Developer commences the Works, the Developer, at its own cost, is to prepare and submit to the Council or a person specified by the Council, detailed plans and specifications in relation to the item.
- 2.4 The Developer is not to commence the Works unless the Council or the person specified by the Council has given the Developer written approval of the plans and specifications relating to the item.
- 2.5 The Developer is to carry out and complete the Works in a good and workmanlike manner having regard to the intended purpose of the Works and otherwise to the satisfaction of Council, in accordance with:
  - 2.5.1 the Development Consent, Construction certificate and
  - 2.5.2 all applicable laws, including those relating to work health and safety, and
  - 2.5.3 this Agreement to the extent that it is not inconsistent with the Development Consent or an applicable law, and
  - 2.5.4 the written approval given under clause 2.4.
- 2.6 In the event of an inconsistency between this Agreement and the Development Consent or any applicable law, the Development Consent or the law prevails to the extent of the inconsistency.
- 2.7 It is the Developer's responsibility to ensure that everything necessary for the proper performance of its obligations under this Agreement is supplied or made available.
- 2.8 The Works are to be Handed-Over to the Council by:

- 2.8.1 by not later than the Hand-Over Date for the Works, and
- 2.8.2 otherwise in accordance with this Agreement.

### 3 Ownership of Works, etc

- 3.1 Nothing in, or done under, this Agreement gives the Developer, after Hand-Over:
  - 3.1.1 any right, title or interest in the Works, or
  - 3.1.2 any estate or interest in the Land, whether at law or in equity.

### 4 Effect of Developer's Compliance with this Agreement

- 4.1 For the purposes of s94(5)(b) of the Act:
  - 4.1.1 the entering into of this Agreement by the Developer satisfies the Developer's obligation under the Development Consent to make the Monetary Contributions to the extent of the sum of all Contribution Values, and
  - 4.1.2 the Developer is not required to pay the Monetary Contributions to that extent.
- 4.2 If the Council proposes to impose a condition under s94 of the Act in respect of any future Development proposed to be carried out by the Developer within the Council's area, the Council may, to the extent permitted by law, take into consideration whether an allowance should be made for the Surplus Value (if any) in determining the extent of the Developer's obligation to make a Development Contribution under such a condition.

**[Drafting Note.** Delete this clause if not required]
- 4.3 The Council is to pay to the Developer the Surplus Value when:
  - 4.3.1 it has given all notices under clause 10.5 in relation to the Works, and
  - 4.3.2 it has received payments of monetary Development Contributions towards the cost of the Works from persons other than the Developer totalling the amount of the Surplus Value.

**[Drafting Note.** Delete this clause if not required]
- 4.4 The parties agree that, to the extent of Council's obligation to pay to the Developer the Surplus Value, this Agreement constitutes the provision by Council of public amenities or public services within the Council's area in preparation for or to facilitate the carrying out of development in the area, for the purpose of s94(3) of the Act.

**[Drafting Note.** Delete if inapplicable].

### 5 Determination of Value

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- 5.1 For the purposes of this Agreement, the Parties acknowledge that the Contribution Value in relation to the Works is the value of the Works specified by, or determined in accordance with, in the Contributions Plan or as otherwise agreed between the Parties.
- 5.2 If the Developer's actual cost of carrying out the Works, including any costs incurred pursuant to this Agreement, determined at the date on which the Works is Handed-Over to the Council, differs from the Contribution Value, then no party to this Agreement shall be entitled to claim credit or reimbursement, as the case may be, for the difference.

## 6 Access to the Land

- 6.1 The Developer is to permit the Council, its officers, employees, agents and contractors to enter the Land at any time, upon giving reasonable prior notice, in order to inspect, examine or test any the Works.
- [Drafting Note. Delete if inapplicable]
- 6.2 Subject to any applicable law, the Council authorises the Developer to enter the Land and carry out the Works in accordance with this Agreement.
- [Drafting Note. Delete if inapplicable]

## 7 Protection of People and Property

- 7.1 The Developer is to ensure in relation to the carrying out of the Works that:
- 7.1.1 all necessary measures are taken to protect people and property, and
- 7.1.2 unnecessary interference with the passage of people and vehicles is avoided, and
- 7.1.3 nuisances and unreasonable noise and disturbances are prevented.

## 8 Damage and Repairs to the Works

- 8.1 The Developer, at its own cost, is to repair and make good to the satisfaction of the Council any loss or damage to the Works from any cause whatsoever which occurs prior to the date on which the Works is Handed-Over to the Council.

## 9 Design of Works

- 9.1 The Council is to approve the design and specifications for Items of Works before construction or other work commences in relation to the Works.
- 9.2 Prior to commencing design of any Items of Works which relate to a community and recreation facilities including parks and playgrounds or other unique type of facility, the Developer is to request that the Council provide the Developer with its requirements for the design, materials and specifications for the provision of the Works. The Developer may provide a proposal, including preliminary concept designs as a starting point for discussion with Council as to the proposed Works.

- 9.3 Once the Developer receives the Council's requirements for the Items of Works under clause 9.2 or has Council's in principle agreement to the scope as proposed by the Developer, the Developer is to provide the initial design for the Works to Council for the Council's approval.
- 9.4 The initial design for the Works is to include or be accompanied by such information as is required for the making of a Development Application for the Works.
- 9.5 If the value of an Item of Works in Column 4 of Schedule 3 of this Agreement exceeds \$1 million or if the Item of Works is a community and recreation facility including parks and playgrounds or other unique type of facility the Developer is to provide a quantity surveyor report by a qualified professional to confirm the value of the Works with the initial design submitted to Council under Clause 9.3.
- 9.6 The Council is to advise the Developer in writing whether it approves of the initial design of Works within 2 months of receiving the initial design from the Developer.
- 9.7 The Developer will make any change to the initial design for the Item of Works required by the Council.
- 9.8 The Developer is not to lodge any Development Application for Works unless the Council has first approved the initial design for the Works, and provided its written certification that the Development Application is consistent with the approved initial design of the Works.
- 9.9 The Council is to provide the written certification referred to in Clause 9.8 within 14 days of being provided with a copy of the Development Application by the Developer, unless the Council forms the view that the Development Application is not consistent with the approved initial design of the Works.
- 9.10 A Development Application for an Item of Works is to be accompanied by the written certification referred to in clause 9.9 when lodged with the Council, as the consent authority.
- 9.11 For the avoidance of doubt, nothing in the clause as fettering the Council's discretion, as consent authority, in determining any Development Application for the Works.
- 9.12 The Developer is to bear all costs associated with obtaining the Council's approval to the initial design of the Items of Works in Schedule 3 of this Agreement under this clause.
- 9.13 Following Development Consent being issued for the proposed Item of Works, the Developer shall work with Council in the preparation of the detailed design.

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- 9.14 The detailed design submitted to the Council under clause 9.13 is to be accompanied by:
- 9.14.1 a draft Plan of Management for the land on which the Item of works is to be located on its dedication to the Council, that land will be classified as community land within the meaning of the Local Government Act; and
  - 9.14.2 a detailed maintenance regime for the item of Works, and detailed costings, prepared by a suitably qualified person, for the carrying out of the maintenance regime.
- 9.15 The Developer is not to lodge any Construction Certificate Application for Works unless the Council has first approved the detailed design for the Works, and provided its written certification that the Construction Certificate Application is consistent with the approved detailed design of the Works.
- 9.16 The Council is to provide the written certification referred to in Clause 9.15 within 14 days of being provided with a copy of the Construction Certificate Application by the Developer, unless the Council forms the view that the Construction Certificate Application is not consistent with the approved detailed design of the Works.
- 9.17 A Construction Certificate Application for an Item of Works is to be accompanied by the written certification referred to in clause 9.16 when lodged with the Council, as the consent authority.

## 10 Variation of Works

- 10.1 The Works are not to be varied by the Developer, unless:
- 10.1.1 the Parties agree in writing to the variation, and
  - 10.1.2 any consent or approval required under the Act or any other law to the variation is first obtained, and
  - 10.1.3 the Developer bears all of the Council's costs of and incidental to agreeing to and approving the variation.
- 10.2 For the purposes of clause 10.1 a variation may relate to any matter in relation to the Works that is dealt with by this Agreement.
- [Drafting Note. Delete if inapplicable].

## 11 Hand-Over of Works

- 11.1 The Developer is to give the Council not less than 20 calendar days written notice of:
- 11.1.1 the date on which it proposes to Hand-Over any Works to the Council, being a date not later than the Hand-Over Date, and
  - 11.1.2 the Items of Work the subject of the notice.

- 11.3 The developer shall arrange and coordinate a site inspection of the works with Council prior to Hand Over of the works.
- 11.2 The Council may, at any time before the date specified in the notice referred to in clause 11.1, direct the Developer in writing:
- 11.2.1 to carry out work specified in the notice to complete the Works in accordance with clause 2.5 before it is Handed-Over to the Council, and
  - 11.2.2 to Hand-Over the Works completed in accordance with the Council's direction to the Council by a specified date, irrespective of whether that date is later than the Hand-Over Date.
- 11.3 The Developer is to comply with a direction referred to in clause 11.2 according to its terms and at the Developer's own cost.
- 11.4 Before the Works is handed-over to the Council, the Developer is to remove from the Land:
- 11.4.1 any rubbish or surplus material, and
  - 11.4.2 any temporary works, and
  - 11.4.3 any construction plant and equipment,
- relating to the carrying out of the Works as the case requires.
- 11.5 The Works is taken to be Handed-Over to the Council when the Council gives the Developer written notice to that effect.
- 11.6 The Developer is required to submit an AutoCAD drawing in electronic format for each of the works in Schedule 3 prior to Hand-Over of the Works.
- 11.7 The Developer is required to submit an Asset Data Sheet to Council for each of the roads, bridges and drainage works in Schedule 3 prior to Hand-Over of the Works.
- 11.8 The Developer is required to pay all costs incurred by Council in relation to appointing a quantify surveyor/registered valuer to prepare a "fair value" valuation for the land, property, buildings to be dedicated to Council in Schedule 3 prior to Hand-Over of the Works. The valuation must be carried out by a registered valuer and in accordance with AASB 116 and the NSW Department of Local Government Code of Accounting Practice and Financial Reporting. The valuation of buildings should be componentised and land valued on the basis of its intended use. i.e. operational or community land.

## **12 Dedication of Land in Conjunction with Hand-Over of Works**

- 12.1 This clause applies to the Land or any part of it that is not owned by the Council when the Works are carried out by the Developer under this Agreement.
- 12.2 Subject to any Agreement between the Parties to the contrary, land to which this clause applies is to be dedicated to the Council on or before the date on which the Works is taken to have been Handed-Over to the Council.

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- 12.3 The Council is not to give the Developer a notice under clause 11.5 in relation to the Works unless land to which this clause applies has been dedicated to the Council.
- 12.4 Land to which this clause applies is taken to have been dedicated to the Council when the Council is given an instrument in registrable form under the *Real Property Act 1900* that is effective to transfer title to the land to the Council when registered, free from all encumbrances (other than encumbrances that benefit the Council or a public authority or are otherwise agreed to by the Council in writing).
- 12.5 To allow for the registration of an instrument of transfer referred to in clause 11.4, the Developer is to:
  - 12.5.1 produce, or procure the production, to the Land Titles Office of the certificate of title to land to which this clause applies or a direction allowing the certificate of title to be used for that purpose, and
  - 12.5.2 give to the Council an irrevocable undertaking to produce, or procure the delivery to the Council of, the certificate of title if that certificate is released to the owner by the Land Titles Office.
- 12.6 The Developer must provide a Land Tax Clearance Certificate, issued by the NSW Office of State Revenue in conjunction with dedication of Land to Council.

### 13 Failure to Carry out and Hand-Over Works

- 13.1 The parties agree that the Hand-Over Date may be extended due to:
  - 13.1.1 any Force Majeure Event,
  - 13.1.2 any delays on the part of any government authority (including the Council) in granting any approval, consent, licence or permit necessary for the Works to be completed, or
  - 13.1.3 any direction the Council gives under clause 10.2.2 extending the Hand-Over Date.
- 13.2 If the Council considers that the Developer is in breach of any obligation under this Agreement relating to the carrying out of the Works, the Council must give the Developer a notice requiring:
  - 13.2.1 the breach to be rectified to the Council's satisfaction, or
  - 13.2.2 the carrying out of the Works to immediately cease, except in relation to the rectification of the breach, and the breach to be rectified to the Council's satisfaction.
- 13.3 A notice given under clause 13.2 is to allow the Developer a reasonable period (and in any case not less than 28 days) to rectify the breach.
- 13.4 If the Developer fails to rectify the breach the subject of a notice given under clause 13.2, the Council may:
  - 13.4.1 call upon the Security, and
  - 13.4.2 carry out and complete or make safe the Works.
- 13.5 For the purposes of clause 13.4.2:

- 13.5.1 the Developer must allow the Council, its servants, agents and contractors to enter the Land for the purpose of completing the Works, and
- 13.5.2 any difference between the amount of the Security called upon pursuant to clause 13.4.1, and the costs incurred by the Council in carrying out, completing, or making safe the Works, may be recovered by the Council from the Developer as a debt due in a court of competent jurisdiction.

- 13.6 If the Developer fails to Hand-Over any part of the Land as required under this Agreement, then the parties agree, for the purposes of section 30 of the *Land Acquisition (Just Terms Compensation) Act 1991*, that the Council may compulsorily acquire that part of the Land after giving the Developer 7 days notice of its intention to do so, and the Developer will not be entitled to any monetary compensation for that acquisition, in consideration of the benefits to be provided to the Developer pursuant to clause 4 of this Agreement.
- 13.7 Any costs incurred by the Council in acquiring the Land pursuant to clause 12.6 are to be paid by the Developer on demand, or can be recovered from the Developer as a debt due in a Court of competent jurisdiction.

#### **14 Works-As-Executed-Plan**

- 14.1 No later than 60 days after a notice is given under clause 11.5, the Developer is to submit to the Council a full Works-As-Executed-Plan in respect of the Works the subject of the notice.

#### **15 Rectification of Defects**

- 15.1 During the Defects Liability Period the Council may give to the Developer a Rectification Notice in relation to the Works specifying:
  - 15.1.1 the Works requiring rectification,
  - 15.1.2 the action required to be undertaken by the Developer to rectify those Works, and
  - 15.1.3 the date on which those Works are to be rectified.
- 15.2 The Developer must comply with a Rectification Notice at its own cost according to the terms of the Notice.
- 15.3 When the Developer considers that rectification is complete, the Developer may give to the Council a Rectification Certificate relating to the Works the subject of the relevant Rectification Notice.
- 15.4 A Rectification Certificate discharges the Developer from any further obligation to comply with the relevant Rectification Notice.
- 15.5 If the Developer does not comply with a Rectification Notice, the Council may do such things as are necessary to rectify the defect and may:
  - 15.5.1 call upon the Security to meet its costs in rectifying the defect, and

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15.5.2 recover, as a debt due in a court of competent jurisdiction, any difference between the amount of the Security and the costs incurred by the Council in rectifying the defect.

## 16 Cost of Works carried out by the Council

- 16.1 The Parties acknowledge and agree that where, in accordance with this Agreement, the Council incurs a cost in carrying out, completing or rectifying a defect in the Works, the Council may recover from the Developer in a court of competent jurisdiction its full costs, including costs determined in accordance with clause 16.2.1-16.2.3.
- 16.2 The Council's costs of carrying out, completing or rectifying the Works in accordance with this Agreement include, but are not limited to:
- 16.2.1 the reasonable costs of the Council's servants, agents and contractors reasonably incurred for that purpose,
- 16.2.2 all fees and charges necessarily or reasonably incurred by the Council in order to have the Works carried out, completed, made safe or rectified, and
- 16.2.3 without limiting the generality of the preceding sub-clause, all legal costs and expenses reasonably incurred by the Council, by reason of the Developer's failure to comply with this Agreement.

## 17 Indemnity and Insurance

- 17.1 The Developer indemnifies the Council, its employees, officers, agents, contractors and workmen from and against all losses, damages, costs (including legal costs on a full indemnity basis), charges, expenses, actions, claims and demands whatsoever which may be sustained, suffered, recovered or made arising in connection with the carrying out by the Developer of the Works and any other obligation under this Agreement, except to the extent that such losses, damages, costs, charges, expenses, actions, claims and demands are caused by Council, its employees, officers, agents, contractors or workmen.
- 17.2 The Developer is to take out and keep current to the satisfaction of the Council the following insurances in relation to the Works up until the relevant date of Hand-Over to Council :
- 17.2.1 contract works insurance, noting the Council as an interested party, for the full replacement value of the Works (including the cost of demolition and removal of debris, consultants' fees and authorities' fees), to cover the Developer's liability in respect of damage to or destruction of the Works,
- 17.2.2 public liability insurance for at least \$20,000,000 for a single occurrence, which covers the Council, the Developer and any subcontractor of the Developer, for liability to any third party,
- 17.2.3 workers compensation insurance as required by law,
- 17.2.4 professional indemnity insurance and
- 17.2.5 any other insurance required by law.

- 17.3 If the Developer fails to comply with clause 17.2, the Council may effect and keep in force such insurances and pay such premiums as may be necessary for that purpose and the amount so paid shall be a debt due from the Developer to the Council and may be recovered by the Council as it deems appropriate including:
- 17.3.1 by calling upon the Security provided by the Developer to the Council under this Agreement, or
- 17.3.2 recovery as a debt due in a court of competent jurisdiction.
- 17.4 The Developer is not to commence to carry out the Works unless it has first provided to the Council satisfactory written evidence of all the insurances specified in clause 17.2.

## 18 Provision of Security

- 18.1 This clause does not apply if:
- 18.1.1 the *Summary Sheet* at the front of this Agreement contains the words "Not Applicable" in relation to the Security, or
- 18.1.2 the Council, by notice in writing to the Developer, has otherwise waived compliance by the Developer with this clause 18.
- 18.2 The Developer is not to commence the Works unless it has given the Security to the Council.
- 18.3 The amount of the Security is to be sufficient to allow Council to make the Works safe if the Developer fails to complete the Works and will be determined by Council in its absolute discretion.
- [Drafting Note.** This clause is to be used for Works that will be completed prior to the issue of a Subdivision Certificate. Where the Developer will complete the Works after the Subdivision Certificate has been issued, insert instead:
- The amount of the Security is to be equivalent to the cost to complete the Works plus a contingency of 15% and will be determined by Council in its absolute discretion].
- 18.4 The Council is to progressively release and return the Security to the Developer as the Defects Liability Periods relating to the Works the subject of notices under clause 10.5 expire but only if the Developer is not in breach of this Agreement at the time the Security is to be returned.
- 18.5 If the Council calls on the Security in accordance with this Agreement, the Council may, by notice in writing to the Developer, require the Developer to provide a further Security in an amount that, when added to any unused portion of any existing Security, does not exceed the amount of the Security the Council is entitled to hold under this clause 18.
- 18.6 The amount of the Security is to be indexed annually in accordance with the Consumer Price Index (All Groups- Sydney) as provided by the Australian Bureau of Statistics and the Developer must ensure that the Security held by the Council at all times equals the indexed amount notified to the Developer by Council.

**19 Assignment, etc.**

- 19.1 Unless the matters specified in clause 19.2 are satisfied, the Developer is not:
- 19.1.1 to transfer to any person the Land or any part of the Land (other than a Final Lot), or
  - 19.1.2 to assign or novate to any person the Developer's rights or obligations under this Agreement.
- 19.2 The matters required to be satisfied for the purposes of clause 19.1 are as follows:
- 19.2.1 the Developer has, at no cost to the Council, first procured the execution by the person to whom the Land or part is to be transferred, or the person to whom the Developer's rights or obligations under this Agreement are to be assigned or novated, of an agreement in favour of the Council on terms satisfactory to the Council, and
  - 19.2.2 the Council, by notice in writing to the Developer, has stated that evidence satisfactory to the Council has been produced to show that the transferee of the Land or part, or the assignee or novatee, is reasonably capable of performing its obligations under the Agreement, and
  - 19.2.3 the Developer is not in breach of this Agreement.
- 19.3 Upon execution of this Agreement, the Council may register a caveat under the *Real Property Act 1900* against the title to the Land free of any objection by the Developer, which prohibits dealings with the Land (other than in relation to the sale of Final Lots) without the written consent of the Council until such time as the Works have been Handed-Over to the Council in accordance with this Agreement.

**20 Dispute Resolution – Expert Determination**

- 20.1 This clause applies to a dispute under this Agreement which relates to a matter that, in the opinion of the Council, can be determined by an appropriately qualified expert.
- 20.2 Any dispute between the Parties as to whether a dispute to which this clause applies can be determined by an appropriately qualified expert is to be referred to the Chief Executive Officer of the professional body that represents persons with the relevant expertise for determination, which is to be final and binding on the Parties.
- 20.3 Such a dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the dispute.
- 20.4 If a notice is given under clause 19.3, the Parties are to meet within 14 days of the notice in an attempt to resolve the dispute.
- 20.5 If the dispute is not resolved within a further 28 days, the dispute must be referred to the Chief Executive Officer of the professional body that represents persons with the relevant expertise for determination to appoint an Expert for Expert Determination.

- 20.6 The Expert Determination is binding on the Parties except in the case of fraud or misfeasance by the Expert.
- 20.7 Each Party must bear its own costs arising from or in connection with the appointment of the Expert and the Expert Determination.

## **21 Dispute Resolution - Mediation**

- 21.1 This clause applies to any dispute under this Agreement other than a dispute to which clause 19 applies.
- 21.2 Such a dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the dispute.
- 21.3 If a notice is given under 20.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the dispute.
- 21.4 If the dispute is not resolved within a further 28 days, the Parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and must request the President of the Law Society, or the President's nominee, to select a mediator.
- 21.5 If the dispute is not resolved by mediation within a further 28 days, or such longer period as may be necessary to allow any mediation process which has been commenced to be completed, then the Parties may exercise their legal rights in relation to the dispute, including by the commencement of legal proceedings in a court of competent jurisdiction in New South Wales.

## **22 Arbitration Excluded**

- 22.1 The arbitration of any dispute between the Parties arising under or in connection with Agreement is expressly excluded.

## **23 Termination**

- 23.1 If the Developer commits a breach of this Agreement, the Council may, despite any other provision of this Agreement, give the Developer a written notice requiring the Developer to show cause why the Council should not terminate this Agreement.
- 23.2 A notice under clause 23.1 is to:
- 23.2.1 state that the notice is given under this Agreement, and
  - 23.2.2 particularise the nature of the breach by the Developer, and
  - 23.2.3 require the Developer to show cause by notice to the Council why the Council should not terminate this Agreement, and
  - 23.2.4 specify a date by which the Developer is to show cause as provided for in clause 23.2.3.
- 23.3 If the Developer fails to show cause to the reasonable satisfaction of the Council why the Council should not terminate this Agreement in relation to the Developer's breach, the Council may terminate this Agreement by written notice to the Developer.

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- 23.4 If the Council terminates this Agreement under clause 23.3, the rights and liabilities of the Parties are the same as they would have been at common law had the Developer repudiated this Agreement and the Council elected to treat this Agreement as at an end and recover damages.
- 23.5 Clauses 19 and 20 do not prevent a notice being given under clause 22.1 or 22.3 and do not apply to such a notice or the circumstances relating to the giving of that notice, and any procedure commenced under clause 19 or clause 20 ceases to apply when such a notice is given.

## 24 Governing Law & Enforcement

- 24.1 This Agreement is governed by the law of New South Wales.
- 24.2 This Agreement may be enforced by either Party in any court of competent jurisdiction.
- 24.3 Clauses 20 and 21 do not prevent the enforcement of this Agreement in any court of competent jurisdiction and any procedure commenced under clause 19 or 20 ceases to apply when such proceedings are commenced in such a court.
- 24.4 The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them.
- 24.5 The Parties will not object to the exercise of jurisdiction by those courts on any basis.

## 25 Notices

- 25.1 Any notice, consent, information, application or request that must or may be given or made to a Party under this Agreement is only given or made if it is in writing and sent in one of the following ways:
- 25.1.1 delivered or posted to that Party at its address set out in Schedule 4.
- 25.1.2 faxed to that Party at its fax number set out in Schedule 4.
- 25.1.3 emailed to that Party at its email address set out in Schedule 4.
- 25.2 If a Party gives the other Party 3 business days notice of a change of its address or fax number, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or faxed to the latest address or fax number.
- 25.3 Any notice, consent, information, application or request is to be treated as given or made if it is:
- 25.3.1 delivered, when it is left at the relevant address.
- 25.3.2 sent by post, 2 business days after it is posted.
- 25.3.3 sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.
- 25.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of

the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

## 26 Approvals and Consent

- 26.1 Except as otherwise set out in this Agreement, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this Agreement in that Party's absolute discretion and subject to any conditions determined by the Party.
- 26.2 A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

## 27 Costs

- 27.1 The Developer is to pay to the Council the Council's costs of enforcing this Agreement within 7 days of a written demand by the Council for such payment.

**[Drafting Note.** Insert clause 27.2 if the Developer has not required any changes to the template.]

- 27.2 Each Party must bear its own costs arising from or in connection with the entry into this Agreement.

**[Drafting Note.** Insert clause 27.3 (as clause 27.2) if the Developer has required substantial changes.]

- 27.3 The Developer is to pay to the Council the Council's costs not exceeding \$[Insert amount] of preparing, negotiating, executing and stamping this Agreement, and any document related to this Agreement within 7 days of a written demand by the Council for such payment.

## 28 Entire Agreement

- 28.1 Subject to anything expressly provided for to the contrary in this Agreement:
- 28.1.1 this Agreement contains everything to which the Parties have agreed in relation to the matters it deals with, and
- 28.1.2 no Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Agreement was executed, except as permitted by law.

## 29 Further Acts

- 29.1 Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to effect, perfect or complete this Agreement and all transactions incidental to it.

## 30 Joint and Individual Liability and Benefits

- 30.1 Except as otherwise set out in this Agreement, any agreement, covenant, representation or warranty under this Agreement by 2 or more persons binds

them jointly and each of them individually, and any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

### 31 No Fetter

31.1 Nothing in this Agreement shall be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

### 32 Representations and Warranties

32.1 The Parties represent and warrant that they have power to enter into this Agreement and comply with their obligations under the Agreement and that entry into this Agreement will not result in the breach of any law.

### 33 Severability

33.1 If a clause or part of a clause of this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.

33.2 If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

### 34 Modification

34.1 No modification of this Agreement will be of any force or effect unless it is in writing and signed by the Parties to this Agreement.

### 35 Waiver

35.1 The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another Party.

35.2 A waiver by a Party is only effective if it is in writing.

35.3 A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given and is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

### 36 GST

36.1 In this clause:  
**Adjustment Note, Consideration, GST, GST Group, Margin Scheme, Money, Supply and Tax Invoice** have the meaning given by the GST Law.  
**GST Amount** means in relation to a Taxable Supply the amount of GST payable in respect of the Taxable Supply.

**GST Law** has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Input Tax Credit** has the meaning given by the GST Law and a reference to an Input Tax Credit entitlement of a party includes an Input Tax Credit for an acquisition made by that party but to which another member of the same GST Group is entitled under the GST Law.

**Taxable Supply** has the meaning given by the GST Law excluding (except where expressly agreed otherwise) a supply in respect of which the supplier chooses to apply the Margin Scheme in working out the amount of GST on that supply.

- 36.2 Subject to clause 35.4, if GST is payable on a Taxable Supply made under, by reference to or in connection with this Deed, the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.
- 36.3 Clause 35.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Deed to be GST inclusive.
- 36.4 No additional amount shall be payable by the Council under clause 36.2 unless, and only to the extent that, the Council (acting reasonably and in accordance with the GST Law) determines that it is entitled to an Input Tax Credit for its acquisition of the Taxable Supply giving rise to the liability to pay GST.
- 36.5 If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Deed by one Party to the other Party that are not subject to Division 82 of the GST Law, the Parties agree:
- 36.5.1 to negotiate in good faith to agree the GST inclusive market value of those Supplies prior to issuing Tax Invoices in respect of those Supplies;
- 36.5.2 that any amounts payable by the Parties in accordance with clause 35.2 (as limited by clause 36.4) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.
- 36.6 No payment of any amount pursuant to this clause 36, and no payment of the GST Amount where the Consideration for the Taxable Supply is expressly agreed to be GST inclusive, is required until the supplier has provided a Tax Invoice or Adjustment Note as the case may be to the recipient.
- 36.7 Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.
- 36.8 This clause continues to apply after expiration or termination of this Agreement.

ORD06

**1**                    **Schedule 1**

(Clause 1.1)

**4**        **The Land**

[**Drafting Note.** Schedule 1. Include particulars of the Land, preferably by reference to title or by survey.]

Attachment 2

**2**                    **Schedule 2**  
(Clause 1.1)

**5**                    **Location Plan**

[**Drafting Note.** Insert a copy of a Location Plan, showing the location of the Works on the Land.]

**ORD06**

**Attachment 2**

ORD06

**3 Schedule 3**

(Clause 1.1)

**6 The Works**

Table

Column 1	Column 2	Column 3	Column 4
Items of Works	Hand-Over Date	Defects Liability Period (months)	Contribution Value
[Drafting Note. To be completed]	[Drafting Note. To be completed]	[Drafting Note. To be completed]	[Drafting Note. To be completed]
[Drafting Note. To be completed]	[Drafting Note. To be completed]	[Drafting Note. To be completed]	[Drafting Note. To be completed]
[Drafting Note. To be completed]	[Drafting Note. To be completed]	[Drafting Note. To be completed]	[Drafting Note. To be completed]
[Drafting Note. To be completed]	[Drafting Note. To be completed]	[Drafting Note. To be completed]	[Drafting Note. To be completed]
[Drafting Note. To be completed]	[Drafting Note. To be completed]	[Drafting Note. To be completed]	[Drafting Note. To be completed]

Attachment 2

**4 Schedule 4**

(Clause 25)

**7 Contact for Notices**

[**Drafting Note.** Complete details for this Schedule.]

**Council**

Attention: Mr Greg Wright, General Manager  
Address: 37 John Street, Camden NSW 2570  
Fax Number: (02) 4564 7829  
Email: mail@camden.nsw.gov.au

**Developer**

Attention: ##  
Address: ##  
Fax Number: ##  
Email: ##

ORD06

**8 Execution Page**

**Dated:** [Drafting Note. Insert the date when the Agreement has been executed by all of the Parties.]

**Dated:**

**Signed on behalf of Council:**

**Signed for the Council of Camden by its General Manager**

\_\_\_\_\_  
**General Manager**

\_\_\_\_\_

**Signed on behalf of the Developer:**

**Executed by the Developer in accordance with s127 of the *Corporations Act 2001* (Cth):**

\_\_\_\_\_  
**Director**

\_\_\_\_\_  
**Company Secretary**

Name of Officer:

Name of Officer:

Attachment 2



## ORDINARY COUNCIL

ORD07

ORD07

**SUBJECT: PAYMENT OF EXPENSES AND PROVISION OF FACILITIES TO  
MAYOR AND COUNCILLORS POLICY**

**FROM:** Director Governance

**BINDER:** Policies

---

### PURPOSE OF REPORT

To provide Council with an opportunity to review and provide feedback on the draft "Payment of Expenses and Provision of Facilities to Mayor and Councillors Policy" prior to public exhibition, as required by the *Local Government Act 1993*.

### BACKGROUND

The *Local Government Act 1993* requires that Council annually review and submit its policy to the Director-General of the Division of Local Government by 30 November each year. Prior to submitting the annual policy, Council must give public notice of its intention to adopt or amend the policy and must allow at least 28 days for public exhibition.

If any submissions are received from the public, Council must consider the submissions and make appropriate changes prior to the adoption of the policy.

### MAIN REPORT

At this time each year, staff and Council review the "Payment of Expenses and Provision of Facilities to Mayor and Councillors Policy". Staff have considered the Council's recent resolution on the payment of conferences.

The policy also includes the use of modern technology to provide a more efficient and cost effective delivery of the Council Business Paper service. As a result of the number of changes required to the policy, a 'tracked changes' version of the policy has not been provided as many sections have been re-written.

A draft copy of the policy is **attached at the end of this report**.

### CONCLUSION

The draft "Payment of Expenses and Provision of Facilities to Mayor and Councillors Policy" is attached for Council's consideration.

The draft policy, as submitted, ensures that Councillors are provided with adequate and reasonable expenses and facilities to enable them to carry out civic duties as elected representatives of their local communities, whilst also providing an adequate level of accountability and transparency.

---

**RECOMMENDED**

**That Council**

- i) **submit the draft “Payment of Expenses and Provision of Facilities to Mayor and Councillors Policy” as attached to this report for public exhibition for 28 days as required by the *Local Government Act 1993*; and**
- ii) **consider any public submissions and formally adopt a revised “Payment of Expenses and Provision of Facilities to Mayor and Councillors Policy” at its ordinary council meeting on 27 November 2012.**

**ATTACHMENTS**

- 1. Draft Payment of Expenses and Provision of Facilities to Mayor and Councillors Policy



**PAYMENT OF  
EXPENSES &  
PROVISION OF  
FACILITIES TO THE  
MAYOR &  
COUNCILLORS  
POLICY  
POLICY 5.57**

---

**ORD07**

**Attachment 1**

ORD07

Attachment 1

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## PAYMENT OF EXPENSES & PROVISION OF FACILITIES

**DIVISION:** GOVERNANCE

**PILLAR:** GOVERNANCE

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FILE / BINDER:

### PART 1 - INTRODUCTION

This document is to be referred to as the "Payment of Expenses and Provision of Facilities to the Mayor and Councillors Policy".

The policy will commence from **[date of adoption to be inserted]**.

#### 1. Purpose of Policy

- 1.1 The purpose of this policy is to ensure that there is accountability and transparency in the reimbursement of expenses incurred or to be incurred by Councillors.
- 1.2 The policy comprises four parts, being:
  - **Part 1 Introduction** – defines key terms and describes the legislative and reporting requirements that prescribe the policy's purpose, objectives and scope;
  - **Part 2 Payment of Expenses** - describes the general and specific provisions, circumstances and Council procedures related to the payment of allowable expenses;
  - **Part 3 Provision of Facilities** – outlines the general and specific provisions, circumstances concerning Councillor use of Council facilities and resources; and
  - **Part 4 Other Matters** – provides guidance on issues related to Councillor acquisition and return of facilities and dispute resolution.
- 1.3 This policy is made under sections 252-254 of the *Local Government Act 1993* ("the Act"), section 403 of the *Local Government (General) Regulations* and in accordance with the Guidelines issued by the Department of Local Government (October 2009) in accordance with section 23A of the Act. The Act requires that the Council must annually adopt a policy concerning the payment of expenses incurred or to be incurred by, and the provision of facilities to the Mayor and Councillors in relation to discharging the functions of civic office.

#### 2. Objectives and coverage of the Policy

- 2.1 The objectives of the policy are to:
  - (a) Ensure there is consistency in the application of reimbursement of expenses and provision of facilities to Councillors in an equitable and non-discriminatory manner.

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- (b) Assist Councillors to represent the interests of residents and ratepayers of Camden and to facilitate communication between the community and Council.
- (c) Provide a level of support which will serve to encourage residents to seek election to civic office.

2.2 This policy applies equally to the Mayor and all Councillors.

### 3. Making and Adoption of the Policy

3.1 *The Local Government Act* requires Council to review and submit its policy to the Director-General of the Department of Local Government within 28 days of adoption by the Council, even if it proposes to adopt an unchanged policy. Current policies must be submitted by 30 November each year.

3.2 Before adopting or amending this policy, the Council must give public notice of its intention, and allow at least 28 days for public submissions. Any public submissions received will be considered and appropriate changes made prior to the adoption of the policy.

3.3 Even if changes that are considered not substantial are proposed, the required annual adoption of this policy must still be subject to the public notification process outlined above.

3.4 At any time, other than the required annual adoption of this policy and if the proposed amendment is not substantial the Council is not required to provide public notice. The term "not substantial" should be taken to mean minor changes to the wording of the policy, or changes to monetary provisions or rates that are less than 5%. It also means minor changes to the standard of the provision of equipment and facilities. Any new category of expenses, facilities and equipment included in the policy will require public notice.

### 4. Reporting Requirements

- 4.1 Section 428 of the Act requires councils to include in their annual report:
- (a) The Council's policy on the provision of facilities for, and the payment of expenses to, Mayors and Councillors.
  - (b) The total amount of money expended during the year on providing those facilities and payment of those expenses.
  - (c) Additional information as required by the *Local Government (General) Regulations 2005*.

### 5. Relevant Legislation and Policies

- Sections 252-254 *Local Government Act 1993* - Payment of expenses and provision of facilities;
- Section 428 *Local Government Act 1993* – Annual reports;
- Clause 217 *Local Government (General) Regulations 2005* - Additional information for inclusion in annual reports;
- Clause 403 *Local Government (General) Regulations 2005* – Payment of expenses and provision of facilities;
- Camden Council's Code of Conduct;

- Department of Local Government Guidelines (May 2009) issued under section 23A of the *Local Government Act 1993*;
- Department of Local Government Circulars to Councils;
- Circular 05/08 *Legal assistance for Councillors and Council employees*;
- Circular 08/24 *Misuse of Council resources*;
- Circular 08/37 *Council decision making prior to elections*;
- Circular 11/27 *Findings for review of Councillor expenses and facilities policies*;
- ICAC Publication – *No Excuse for Misuse, preventing the misuse of council resources*.

**6. Approval and Support Arrangements**

- 6.1 Various approval arrangements are indicated throughout the Policy and vary from full Council resolution approval to Mayor (or Deputy Mayor in the case of a claim by the Mayor) and General Manager approval.
- 6.2 The Executive Services Coordinator will assist Councillors with respect to seeking reimbursement of expenses incurred in their role as a Councillor, assisting with travel and accommodation arrangements, attendance at civic events, training and education, and the provision of facilities under this Policy.

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## PART 2 - PAYMENT OF EXPENSES

### 7. General Provisions

- 7.1 The payment of expenses to Councillors is outside the provisions of the annual fee determination made by the Local Government Remuneration Tribunal which are paid to Councillors.
- 7.2 This policy is applicable to any Council Administrator, should such Administrator act in that capacity from time to time.
- 7.3 Camden Council is committed to ensuring that Councillors are reimbursed for expenses reasonably incurred in their role of Councillor so that they are not financially or otherwise disadvantaged in undertaking their civic duties.
- 7.4 Camden Council is committed to ensuring that Councillors have adequate training and skills development to ensure they carry out their functions effectively.
- 7.5 To ensure consistency and transparency all expenses and costs claimed must be done so in accordance with the requirements of this policy.
- 7.6 For the purpose of clarity, it is noted that Councillor related business refers to functions and duties Councillors are required to undertake to fulfill their legislated role and responsibilities for the Council that should result in a direct benefit for the Council and/or the local government area.

### 8. Payment of Expenses Generally

- 8.1 Any expenses claimed must be related to representing Council at official or ceremonial functions or Council related meetings as approved by Council in carrying out the civic duties of a Councillor.
- 8.2 Claims for reimbursement of these expenses will only be made on production of receipts for such amounts where indicated in this policy and on completion of the appropriate "Councillor Travel and/or Expense Claim" form, itemising the expenses. Reimbursement of general expenses will not be allowed.
- 8.3 Claims for reimbursement of expenses over \$75.00 (exclusive of GST) must be accompanied by a tax invoice.
- 8.4 Payment of expenses will not be made to support a Councillor's attendance at political fund raising functions. Participation in Council elections is also a private matter and Councillors must not use Council resources in the course of this participation.
- 8.5 Expenses for Councillors attending conferences, including travel to, registration costs and incidental conference costs will not be reimbursable under this policy. Instead, Councillors are to utilise their Councillor annual

allowance to assist with any expenses incurred with respect to conference attendance (see paragraph 10 below)<sup>1</sup>.

#### 9. Allowances and Expenses

- 9.1 All claims for reimbursement must be made to the Executive Services Coordinator or the General Manager, within one month of the date of the receipt and on the appropriate "Councillor Travel and/or Expense Claim for Reimbursement" form (Appendix A), together with production of relevant receipts.
- 9.2 Following receipt, the claim will be reconciled with the receipts and reimbursed as appropriate, following authorisation from the Mayor (or Deputy Mayor in the case of a claim by the Mayor) and the General Manager.

#### 10. Attendance at Conferences

- 10.1 Councillors are encouraged to attend conferences as a formal representative of Council as part of discharging their functions of civic office.
- 10.2 Requests to attend conferences, interstate or overseas, must be approved by Council prior to attendance. The report to Council should outline the benefits of attendance by the Councillor.
- 10.3 The Mayor (or Deputy Mayor in the case of a claim by the Mayor) and the General Manager may approve attendance by Councillors at conferences within the State (ACT is taken to be included as part of NSW due to the proximity and ease of travel) without the need for Council resolution.
- 10.4 Any costs incurred relating to conference attendance, including registration fees, transport to and from the conference, accommodation, official lunches and dinners relevant to the conference and incidental expenses are to be paid from the Councillors annual allowance and is not reimbursable under this Policy.
- 10.5 For the purpose of clarity, the definition of a "conference" relates to a formal meeting designed for consultation, exchange of information or discussion. Typically, conferences will involve registration costs, accommodation, travel to and from the conference, sustenance and incidental costs such as taxi fares, telephone calls etc. Examples of "conferences" for the purpose of this clause include the Local Government Association Conference, the Urban Development Institute of Australia and the Planning Institute of Australia conferences. Generally, conferences will be held outside of the local government area.
- 10.6 Any Councillor who does attend a conference must report back to Council with a full written report on the beneficial aspects of the conference.
- 10.7 It is noted that this restriction on reimbursement for conferences does not apply to other Council related meetings such as external committee

<sup>1</sup> Refer to Council Resolution made 9 October 2012, ORD250/12, for more information.

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meetings, MACROC meetings, civic and ceremonial functions. Examples of such meetings may include citizenship ceremonies, Australia Day ceremonies and ceremonial functions etc.

#### 11. Spouse and Partner Expenses

- 11.1 Where a Councillor is accompanied to a civic event, ceremonial function, conference or Council related meeting by a spouse/partner costs incurred for the attendance of the spouse/partner shall be the responsibility of the Councillor. These costs relate to travel, partner's programme and out of pocket expenses.
- 11.2 There may be limited instances where certain costs incurred by a Councillor on behalf of their spouse/partner are properly those of the Councillor expended in the performance of civic duties. Accordingly, Council will reimburse reasonable expenses in attending these functions and meetings. Such functions could include those which a Councillors spouse/partner would be reasonably expected to attend such as Council civic and ceremonial receptions, Australia Day ceremonies or on occasions, citizenship ceremonies.
- 11.3 Any further expenses incurred in relation to spouses/partners will not be reimbursed by Council. For the purposes of clarification, costs for a spouse/partner attending a conference and ancillary conference costs are not reimbursable under this policy.
- 11.4 Outside of these provisions, the Mayor (or Deputy Mayor in the case of a claim by the Mayor) and General Manager may approve payment for the attendance of a spouse/partner as part of a Council group booking to a local charity event or similar function as may occur from time to time.

#### 12. Incidental Expenses

- 12.1 Out of pocket expenses or incidental expenses associated with attending civic events, ceremonial functions or Council related meetings will be reimbursed on presentation of receipts and completion of a claim form as provided above.
- 12.2 Examples of incidental expenses include telephone or facsimile calls, taxi fares, parking fees or meals, where not part of the Council related meeting or function. Councillors may claim such expenses by completing the "Councillor Travel and/or Expense Claim" Form (Appendix A) and attaching the relevant receipts. The Mayor (or Deputy Mayor in the case of a claim by the Mayor) and the General Manager will authorise payment of incidental expenses.
- 12.3 For the purpose of clarification under this paragraph, incidental expenses incurred for and during Councillor attended conferences are not reimbursable under this policy. Any incidental expenses incurred by a Councillor regarding conference fees and incidental charges are to be paid by the Councillor out of their annual Councillor allowance.

**13. Advance Payments**

- 13.1 Councillors may request payment in advance in anticipation of expenses being incurred for such matters as attending civic events, ceremonial functions and Council related meetings.
- 13.2 On return Councillors must produce all receipts for the expenditure of those funds, with a full reconciliation to be completed and be authorised by the Mayor (or Deputy Mayor in the case of a claim by the Mayor) and General Manager.
- 13.3 Councillors are to produce the receipts and complete the reconciliation within one month of the expenditure being incurred.

**SPECIFIC EXPENSES FOR COUNCILLORS****14. Travel to Civic Events, Ceremonial Functions and Council Related Meetings**

- 14.1 Councillors will be reimbursed for travel expenses incurred relating to Council business and/or representing Council at civic events, ceremonial functions and Council related meetings. Reimbursement may include the use of a private motor vehicle, public transport, taxi, parking fees and road tolls.
- 14.2 All travel by Councillors should utilise the most direct route and the most practicable and economical mode of transport subject to any personal medical conditions.
- 14.3 The mode and method of transportation to be used shall be agreed with the Mayor (or Deputy Mayor in case of a claim by the Mayor) and the General Manager prior to the travel taking place, and where possible Councillors should attempt to travel with other representatives from the Council in order to minimise costs.
- 14.4 Private vehicles may be used subject to approval by the Mayor (or Deputy Mayor in the case of a request by the Mayor) and General Manager and reimbursement is in accordance with this policy and calculated at the rate specified in the Local Government State Award, as varied from time to time.
- 14.5 Under this policy, Councillors are personally responsible for all traffic or parking fines incurred while travelling in private or Council vehicles on Council business.
- 14.6 For the purposes of clarification in this policy, the ACT is taken to be included as part of NSW due to the proximity and ease of travel.

**15. Travel to Conferences**

- 15.1 Councillors will not be reimbursed for travel expenses incurred relating to attendance at conferences within NSW, interstate or overseas. Expenses incurred relating to Councillors' attendance at conferences, including travel costs, are to be paid from the Councillors annual allowance.

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**16. Interstate Travel**

- 16.1 Full Council resolution approval is required prior to any interstate travel being undertaken by Councillors. The report to Council should include all details of the travel, including itinerary, costs and expected benefits. If required to travel by air, economy air fares only will be provided.

**17. Overseas Travel**

- 17.1 Camden Council will not undertake any overseas travel unless a direct and tangible benefit for the Council and the local community can be established.
- 17.2 All overseas travel will be approved by a meeting of the Council prior to a Councillor undertaking a trip. Travel will be approved on an individual trip basis and retrospective reimbursement of overseas travel expenses that have not previously been authorised will not be permitted.
- 17.3 Before a proposal for overseas travel is approved, a detailed proposal, including nomination of the Councillors undertaking the trip, purpose of the trip, expected benefits, duration, itinerary and approximate costs, will be furnished to the Council as part of the Council Business Paper.
- 17.4 After returning from overseas, Councillors or an accompanying member of staff will provide a detailed report to a meeting of the Council on the aspects of the trip relevant to council business and/or the local community.

**18. Reimbursement of Motor Vehicle Expenses**

- 18.1 Where travel reimbursement is approved under this policy, fuel costs associated with travel in a private motor vehicle will be reimbursed based on distance travelled at the rate specified in the relevant Local Government State Award, and not the cost of fuel.
- 18.2 Where travel is undertaken in a Council fleet vehicle, the vehicle should be refueled with the fuel card supplied.
- 18.3 As a matter of clarity, reimbursement of motor vehicle expenses is not permitted for Councillors' attendance at conferences. It is intended that such reimbursement would apply to civic events, ceremonial functions or other Council related meetings only.

**19. Extending Travel Arrangements**

- 19.1 Councillors wishing to extend their stay in a destination they have visited for council purposes, or to travel to an alternative location, will require the prior approval of the Mayor (or the Deputy Mayor in the case of a claim by the Mayor) and General Manager. In such instances Councillors should recognise that the Council's responsibility for their travel ends when the business activity ends and not when they return home. Any additional costs incurred following the completion of the business activity, including accommodation, are not considered to be reimbursable expenses.

**20. Accommodation**

- 20.1 Council will not pay accommodation costs in relation to Councillors' attendance at conferences. Any accommodation costs are to be paid from the Councillors' annual allowance.
- 20.2 In the rare occasion that accommodation is required as part of a civic event, ceremonial function or other Council related meeting, accommodation costs will be approved by the Mayor (or Deputy Mayor in the case of a claim by the Mayor) and General Manager at the "standard" room rate after taking into account the type and location/venue of the relevant meeting.
- 20.3 A Councillor wishing a higher level of accommodation will be responsible for the gap cost between the "standard" room rate and the higher level.

**21. Training and Educational Expenses**

- 21.1 Council provides an amount in the annual budget for "Councillor Training and Education" expenses to support and encourage active learning and skill development. Expenses for this item is limited to the annual budget allocation in any one year and is separate to this policy. Payment of additional expenses/costs in relation to such training will be as per this policy.

**22. Mobile Phones, Ipads and other Telecommunication Related Expenses**

- 22.1 Council will provide a mobile phone for use in order to carry out the Councillor's civic functions and responsibilities as provided in this policy under "Provision of Equipment" below (*see paragraph 28*). Call charges incurred for Council related business will be covered up to \$285 per month (inclusive of GST). Councillors are responsible for disclosing any personal calls made on their monthly statement and are to reimburse the Council for such personal calls accordingly.
- 22.2 If a Councillor decides to use their own personal mobile phone for Council related business, Council will reimburse an amount up to \$285 per month (inclusive of GST) for Council related business call costs. Call charges associated with private use must be met by the Councillor.
- 22.3 Council provides three options for Councillors to use iPads for Council related business (as per the Council's Usage of Ipad Policy) as follows:
- A Council issued iPad;
  - Bring your own iPad device where Councillors wish to use their own personal iPad for Council related business; and
  - Provision of a SIM card where Councillors chose to use their own personal iPad for Council related business.
- 22.4 It is expected that where Councillors use Council issued iPads or Council issued SIM cards, that the iPads are used primarily for Council related business.
- 22.5 In the case of a Councillor using their own personal iPad for Council related business, Council will reimburse a percentage of the iPad usage

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costs relevant to Council business, up to a maximum of \$40 per month (inclusive of GST).

22.6 If an individual landline is installed to the Councillor's premises, Council will reimburse an amount up to \$115 per month (inclusive of GST) to cover rental as well as call charges for Council related business. Call charges associated with private business must be met by the Councillor.

22.7 Council will reimburse an amount up to \$40 per month (inclusive of GST) to Councillors for internet usage incurred primarily for Council related business. It is noted that where the same internet plan is used for internet and iPad connection, the Council will only reimburse up to the value of \$40 per month (inclusive of GST) in total.

22.8 Councillors must complete a "Councillor Travel and/or Expense Claim" form for each billing period in relation to telecommunication charges associated with Council related business. All claims for reimbursement for telephone, iPad and internet costs must be made within one month of the date of the providers' invoice. Any amounts exceeding the limit must be approved for payment by the Mayor (or Deputy Mayor in the case of a claim by the Mayor) and General Manager.

**23. Child care and care of elderly, disabled and/or sick immediate family members**

23.1 Councillors will be reimbursed fees for the reasonable cost of care arrangements including child care expenses and the care of immediate family members who are elderly, disabled and/or sick in order to allow Councillors to attend Council and other official meetings/functions or to attend to their responsibilities and duties as a Councillor. Carer costs will be paid to cover the period 30 minutes prior to the scheduled commencement time of the meeting/function and one hour after the conclusion of the meeting/function.

23.2 The rate of reimbursement for care will be to a maximum of \$15 per hour or as varied by Council from time to time, payable on the provision of receipts or a declaration by the Councillor for such payments (Reimbursement Form-Appendix A), within 1 month of the period being claimed. The Mayor (or Deputy Mayor in the case of a claim by the Mayor) and the General Manager will authorise payment of care and other related expenses.

**24. Legal Expenses and Obligations**

24.1 Council may, by way of resolution specifying the amount involved, indemnify or reimburse the reasonable legal expenses:

- (a) of a Councillor defending an action arising from the performance in good faith of a function under the *Local Government Act 1993* or any other Act for and on behalf of Council; or
- (b) of a Councillor defending an action in defamation provided the statements complained of were made in good faith in the course of exercising a function under the *Local Government Act 1993*; or

- (c) of a Councillor for proceedings before the Local Government Pecuniary Interest Tribunal, the Independent Commission Against Corruption, Office of Ombudsman, Division of Local Government, Department of Premier and Cabinet, NSW Police Force, Director of Public Prosecutions or Council's Conduct Review Committee/Reviewer, provided, the subject of the proceedings arises from the performance in good faith by the Councillor of a function under the *Local Government Act 1993*; and
- 24.2 If points 24.1(a), (b) or (c) have been satisfied, Council will reimburse the reasonable legal expenses only if the enquiry, investigation, hearing or proceedings taken against a Councillor results in a finding substantially favorable to the Councillor.
- 24.3 In addition, the amount of such reimbursement shall be reduced by the amount of any monies that may be or are recouped by the Councillor on any basis.
- 24.4 Legal costs will not be met for legal proceedings that do not involve a Councillor performing their role as a Councillor.
- 24.5 The Council must not meet the legal costs of legal proceedings initiated by a Councillor under any circumstance.
- 24.6 The Council must not meet the legal costs of a Councillor seeking advice in respect of possible defamation, or in seeking a non-litigious remedy for possible defamation.
- 24.7 No legal expenses may be incurred by a Councillor without the express resolution of the Council prior to the expense being incurred.

## 25. Insurance Expenses and Obligations

- 25.1 Councillors will receive the benefit of insurance cover to the limit specified in the Council's insurance policies for the following matters arising out of the performance of their civic duties and/or exercise of their council functions:
- (a) Public Liability – Public liability and professional indemnity insurances apply in relation to claims arising out of the Councillor's (alleged) negligent performance of civic duties or exercise of their functions as Councillors, subject to any limitations or conditions set out in the policy;
  - (b) Professional Indemnity – for matters arising out of Councillors performance of civic duties or exercise of functions provided the performance or exercise of the relevant civic duty or function is in the opinion of Council, bona fide and/or proper.
  - (c) Personal accident – Coverage where personal injury occurs whilst on Council business Australia wide.
- 25.2 Travel Insurance may be paid, if considered appropriate, for any approved overseas travel on Council business.

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26. Additional Mayoral Expenses

Nil

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## Part 3 – PROVISION OF FACILITIES

### 27. General Provisions

- 27.1 Council will provide facilities, equipment and services that are appropriate to support the Mayor and Councillors in undertaking the role of elected members.
- 27.2 Council facilities, equipment and services are not to be used to produce election material or for any other political purposes. Councillors should not generally obtain private benefit from the provision of equipment or facilities, nor from any travel bonus or other such loyalty scheme.
- 27.3 It is acknowledged that incidental use of council equipment and facilities may occur from time to time. Such incidental private use is not subject to compensatory payment.
- 27.4 Where more substantial private use occurs, Councillors will be expected to make a payment to cover the level of private use. This payment will be made on a full cost recovery basis.
- 27.5 Councillors must be scrupulous in their use of Council property, including intellectual property, official services and facilities and should not permit misuse by any other person or body.
- 27.6 Councillors should avoid any action or situation, which could create the appearance that Council property, official services or public facilities are being improperly used for your benefit or the benefit of any other person or body.
- 27.7 The interests of a Councillor in their re-election is considered to be a personal interest and as such the reimbursement of travel expenses incurred on election matters is not appropriate. Council letterhead, council crests and other information that could give the impression it is official council material must not be used for these purposes.
- 27.8 Councillors must not convert any property of the Council to their own use unless properly authorised.

### 28. Provision of Equipment

- 28.1 Council will provide the following equipment to Councillors, if requested, subject to the reimbursement of expenses limitations mentioned elsewhere in this policy:
  - (a) Mobile telephone (standard as provided to staff) or Blackberry mobile phone with internet and email capability.
  - (b) Computer equipment (standard as provided to staff) or laptop and a wireless capable printer/fax multi-function machine with router, together with printer cartridges and replacements.
  - (c) When requested, iPads will be provided to Councillors and are the preferred mechanism for distribution of the Council's Business Paper.

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- (d) Internet and iPad usage for Council related business up the value of \$40 per month (inclusive of GST).

#### **29. Provision of Facilities**

29.1 The following facilities are provided

- (a) A Councillors' Room is provided in the Council Offices to assist Councillors in dealing with resident and ratepayer matters and Council business generally.
- (b) Councillors' letterhead;
- (c) Sustenance only is provided to Councillors at Council/Committee meetings. Meals are provided at civic functions and the like for Councillors and/or partners.
- (d) The provision of an Executive Services Coordinator to assist and support Councillors.

#### **30. Provision of Additional Equipment and Facilities for Mayor**

30.1 The role of the Mayor is:

- (a) To exercise, in the case of necessity, the policy making functions of the governing body of the Council between meetings;
- (b) To exercise such other functions of the Council as the Council determines;
- (c) To preside at meetings of the Council; and
- (d) To carry out the civic and ceremonial functions of the mayoral office.

30.2 In order to reflect the additional time and commitment required to carry out the responsibilities of the Mayor, in addition to the support provided to Councillors, the following is provided to the Mayor:

- (a) Mayoral Office provided to assist in carrying out the Mayoral functions;
- (b) Secretarial support is provided by the General Manager's secretary;
- (c) Mayoral carparking space in the Council carpark adjacent to the Council Offices;
- (d) A dedicated Mayoral vehicle is currently not provided for private or Council use, however the Mayor may request the use of a Council pool vehicle or, if a Council pool vehicle is unavailable, a hire vehicle, similar to the current Council fleet vehicles, for official Council business, if a vehicle is required.

## Part 4 – OTHER MATTERS

### 31. Personal Benefit

31.1 Councillors should not obtain private benefit from the reimbursement of expenses, provision of equipment and facilities, nor from travel bonuses or any other loyalty schemes.

### 32. Acquisition and Returning of Facilities and Equipment by Councillors

32.1 On completion of the term of office, extended leave of absence or at the cessation of civic duties and where requested, Councillors are required to return all equipment and facilities issued by the Council within 28 days. This includes unused consumables.

32.2 Any internet allowance provided under this policy is only applicable up until the last month of term of office held by a Councillor.

32.3 All equipment provided to Councillors contained in this policy, remain the property of Camden Council.

32.4 Under certain circumstances the General Manager will consider a request from a Councillor to purchase the equipment previously allocated to them at an agreed fair market price.

### 33. General Dispute Resolution

33.1 Should a dispute arise as to payment of a claim for reimbursement of expenses or provision of facilities, the matter should be submitted in writing by the Councillor to the General Manager, who will determine the matter in conjunction with the Mayor (or Deputy Mayor in the case of a claim by the Mayor) in accordance with the terms of this policy.

\* \* \*

#### RELEVANT LEGISLATION:

Division of Local Government Circulars to Councils – 2005/08, 2008/24, 2008/37, 2008/38 and 2009/36;  
Division of Local Government Guidelines for payment of expenses and provision of facilities - October 2009;  
Sections 252-254, 428 - Local Government Act, 1993  
Clauses 217 and 403 - Local Government (General) Regulations 2005

#### RELEVANT COUNCIL RESOLUTIONS:

ORD250/12 from 9 October 2012 Council Meeting.

#### RELATED POLICIES:

Policy 5.3 - Code of Conduct.  
Ipad Usage Policy

#### DELEGATIONS:

No

PAYMENT OF EXPENSES & PROVISION OF FACILITIES POLICY NO 5.57  
Reviewed by Council: 2012  
Minute No:

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**SUSTAINABILITY ELEMENT:** No

**STAFF TRAINING REQUIRED?** No

Reviewed Cnl Mtg – 11/9/2007  
Reviewed Cnl Mtg - 25/11/2008 ORD302/09  
Reviewed Cnl Mtg – 27/10/2009 ORD252/09  
Reviewed Cnl Mtg – 23/11/2010 ORD262/10  
Reviewed Cnl Mtg – 8/11/2011 ORD 270/11

**NEXT REVIEW DATE:** November, 2013

**PREVIOUS POLICY**  
**ADOPTED:** 12 February 2007 (initial adoption date)  
**MINUTE:** ORD25/07

Attachment 1





**ANNEXURE A -  
COUNCILLOR TRAVEL &/OR EXPENSE CLAIM  
SECTION 252 LOCAL GOVERNMENT ACT 1993  
COUNCIL POLICY 5.57**

<b>COUNCILLOR:</b>	
<b>MONTH:</b>	

TRAVEL EXPENSES				
MEETING DETAILS	DATE	KMS	RATE *	VALUE
			<b>SUB TOTAL:</b>	<b>\$</b>

\* Kilometre rate (cents per kilometre) dependant on vehicle capacity and current Local Government (State) Award.

OTHER EXPENSES	
DETAILS	VALUE
	<b>SUB TOTAL: \$</b>

If additional space is required, please include attachment.  
Note: For amounts over \$75.00 (exclusive of GST) a Tax Invoice must be provided.

**TOTAL VALUE FOR REIMBURSEMENT: \$**

**CERTIFICATION**

I hereby certify that this claim is in accordance with Section 252 of the Local Government Act and Council's Policy "Payment of Expenses & Provision of Facilities".

<b>SIGNATURE OF CLAIMANT:</b>	
<b>DATE:</b>	

Payment of this claim will be made by Electronic Funds Transfer (EFT), through Councils normal Creditor payment facility.  
Claimants should ensure that correct banking details are held by Council.

_____ Mayor / Deputy Mayor (in the case of a claim by the Mayor)	_____ General Manager	_____ Authorised Officer (if within limits provided by the Payment of Expenses & Provision of Facilities Policy)
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ORD07

Attachment 1

ORD07

Attachment 1

**ANNEXURE B – Monetary Limits to Expenses**

EXPENSES	MAYOR & COUNCILLORS INDICATIVE EXPENSE LIMITS	CLAUSE OF POLICY
In House Training	N/A – Budget allocation	
Local Travel	Private vehicle use - rates set out in Local Government State Award	14 and 15
Interstate Travel	N/A – Council resolution required to approve travel and expense limits	16
Overseas Travel	N/A – Council resolution required to approve travel and expense limits	17
Mobile phone call costs	\$285 per month	22
Telephone line rental and call costs	\$115 per month	22
Internet/iPad Usage Costs	\$40 per month	22
Carer / Childcare	Up to \$15 per hour	23

**ANNEXURE C – Available Facilities**

<b>EXPENSE</b>	<b>MAYOR</b>	<b>COUNCILLORS</b>
Computer Equipment	Available	Available
Laptop Computer/Ipad	Available	Available
Multifunction Printer/Fax Facility with wireless capability/router	Available	Available
Internet and iPad Usage	Available	Available
Mobile Phone/Blackberry	Available	Available
Telephone line rental	Available	Available
Secretarial Support	Available	Not Available
Executive Services Coordinator Support	Available	Available
Councillors Room	Available	Available
Ceremonial dress	Available	Not Available
Corporate clothing	n/a	n/a
Meals/refreshments related to Council Meetings, office functions and committee meetings	Available	Available
Stationary, office supplies, postage, business cards & other similar consumables	Available	Available
Car Parking Space	Available	Not Available
Dedicated Mayoral Vehicle	Not Available	n/a
Council Pool Vehicle Use	Available	Not Available
Disabled Access	Available	Available

ORD07

Attachment 1



ORD08

## ORDINARY COUNCIL

ORD08

**SUBJECT: MACROC COMMITTEE REPRESENTATION**  
**FROM:** Director Governance  
**BINDER:** Governance

---

### PURPOSE OF REPORT

At the 25 September 2012 Ordinary Council Meeting, Council resolved to appoint Councillors Symkowiak, Fischer, Copeland and the Mayor of the Day (as primary voting delegates) and Councillor Warren (as an alternate delegate) as delegates of the Macarthur Regional Organisation of Councils ("MACROC").

As Councillor Symkowiak has been elected as the Mayor, it is now necessary to confirm the fourth primary voting delegate.

The MACROC constitution requires Camden Council to have four primary voting delegates.

### RECOMMENDED

**That Council appoint a fourth primary voting delegate to represent the Macarthur Regional Organisation of Councils.**



## ORDINARY COUNCIL

ORD09

ORD09

**SUBJECT:** INVESTMENT MONIES - SEPTEMBER 2012  
**FROM:** Director Governance  
**BINDER:** Investment Monies Report

---

### PURPOSE OF REPORT

In accordance with Part 9, Division 5, Section 212 of the Local Government (General) Regulation 2005, a list of investments held by Council as at 30 September 2012 is provided.

### MAIN REPORT

The weighted average return on all investments was 5.16% p.a. for the month of September 2012.

It is certified that all investments have been made in accordance with Section 625 of the *Local Government Act 1993*, the relevant regulations and Council's Investment Policy.

The Principal Accounting Officer is the Manager Corporate Services.

Council's Investment Report is an **attachment to this report**.

### RECOMMENDED

**That Council:**

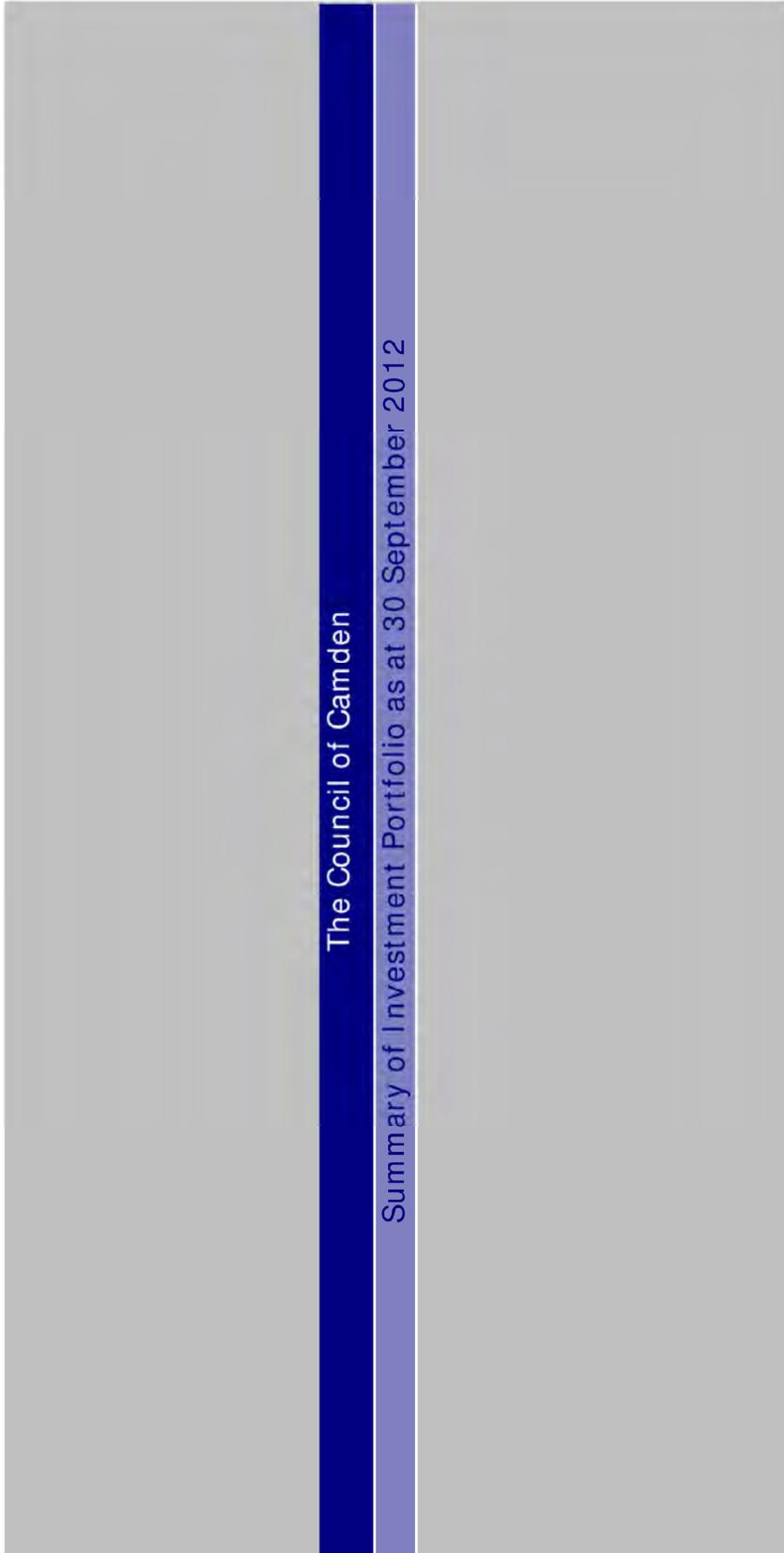
- i. note that the Principal Accounting Officer has certified that all investments held by Council have been made in accordance with the *Local Government Act, Regulations, and Council's Investment Policy*;**
- ii. the list of investments for September 2012 be noted; and**
- iii. the weighted average interest rate return of 5.16% p.a. for the month of September 2012 be noted.**

### ATTACHMENTS

1. Investment Monies Report September 2012

**ORD09**

**Attachment 1**



The Council of Camden

Summary of Investment Portfolio as at 30 September 2012



The Council of Camden  
Investment Summary

Purchase Date	Institution	Rating	Purchase Price	Face Value	Type	Term	Maturity	Interest Rate	Accrued Interest	Reference
21-Mar-12	ING Bank (Australia) Limited	A-1	\$1,500,000	\$1,500,000	Term Deposits	211 days	18-Oct-12	6.10%	\$48,632.88	2511
3-May-12	Credit Union Australia	BBB	\$1,000,000	\$1,000,000	Term Deposits	728 days	1-May-14	5.95%	\$24,615.07	2518
10-May-12	Credit Union Australia	BBB	\$1,000,000	\$1,000,000	Term Deposits	728 days	8-May-14	5.95%	\$23,473.97	2519
24-May-12	National Australia Bank Limited	A-1	\$1,000,000	\$1,000,000	Term Deposits	133 days	04-Oct-12	5.21%	\$18,556.16	2522
31-May-12	National Australia Bank Ltd	A-1	\$2,000,000	\$2,000,000	Term Deposits	138 days	11-Oct-12	5.20%	\$35,046.57	2523
6-Jun-12	National Australia Bank Ltd	A-1	\$2,000,000	\$2,000,000	Term Deposits	141 days	25-Oct-12	5.10%	\$32,695.89	2524
8-Jun-12	Bank of Queensland	A-2	\$1,500,000	\$1,500,000	Term Deposits	146 days	01-Nov-12	5.25%	\$24,811.64	2525
14-Jun-12	Bank of Queensland	A-2	\$3,000,000	\$3,000,000	Term Deposits	147 days	08-Nov-12	5.20%	\$46,586.30	2526
15-Jun-12	Westpac Banking Corporation	A-1	\$2,000,000	\$2,000,000	Term Deposits	153 days	15-Nov-12	5.05%	\$29,884.93	2527
28-Jun-12	National Australia Bank Limited	A-1	\$3,000,000	\$3,000,000	Term Deposits	175 days	20-Dec-12	5.20%	\$40,602.74	2528
4-Jul-12	National Australia Bank Limited	A-1	\$1,500,000	\$1,500,000	Term Deposits	141 days	22-Nov-12	5.11%	\$18,690.00	2529
4-Jul-12	National Australia Bank Limited	A-1	\$1,500,000	\$1,500,000	Term Deposits	148 days	29-Nov-12	5.11%	\$18,690.00	2530
5-Jul-12	Westpac Banking Corporation	A-1	\$1,500,000	\$1,500,000	Term Deposits	154 days	06-Dec-12	5.05%	\$18,268.01	2531
11-Jul-12	Bank of Western Australia	A-1	\$2,000,000	\$2,000,000	Term Deposits	148 days	06-Dec-12	4.85%	\$21,791.78	2532
12-Jul-12	Westpac Banking Corporation	A-1	\$1,500,000	\$1,500,000	Term Deposits	154 days	13-Dec-12	5.05%	\$16,810.27	2533
19-Jul-12	Westpac Banking Corporation	A-1	\$1,500,000	\$1,500,000	Term Deposits	153 days	19-Dec-12	5.00%	\$15,205.48	2534
25-Jul-12	Bank of Western Australia	A-1	\$1,500,000	\$1,500,000	Term Deposits	105 days	07-Nov-12	5.05%	\$14,112.33	2535
27-Jul-12	Westpac Banking Corporation	A-1	\$1,000,000	\$1,000,000	Term Deposits	160 days	03-Jan-13	5.00%	\$9,041.10	2536
27-Jul-12	Suncorp Melway	A+	\$1,000,000	\$1,000,000	Term Deposits	734 days	31-Jul-14	5.14%	\$9,294.25	2537
1-Aug-12	Bank of Western Australia	A-1	\$3,000,000	\$3,000,000	Term Deposits	176 days	24-Jan-13	5.10%	\$25,569.86	2538
2-Aug-12	Westpac Banking Corporation	A-1	\$2,500,000	\$2,500,000	Term Deposits	189 days	07-Feb-13	5.10%	\$20,958.90	2539
9-Aug-12	Bank of Western Australia	A-1	\$1,500,000	\$1,500,000	Term Deposits	154 days	10-Jan-13	5.08%	\$11,064.66	2540
17-Aug-12	Bank of Western Australia	A-1	\$1,500,000	\$1,500,000	Term Deposits	105 days	30-Nov-12	5.10%	\$9,431.51	2541
23-Aug-12	Suncorp Melway	A-1	\$1,500,000	\$1,500,000	Term Deposits	147 days	17-Jan-13	5.02%	\$8,045.75	2542
24-Aug-12	Suncorp Melway	A-1	\$1,000,000	\$1,000,000	Term Deposits	160 days	31-Jan-13	5.00%	\$5,205.48	2543
27-Aug-12	Suncorp Melway	A-1	\$1,000,000	\$1,000,000	Term Deposits	171 days	14-Feb-13	5.00%	\$4,794.52	2544
30-Aug-12	Suncorp Melway	A-1	\$2,000,000	\$2,000,000	Term Deposits	175 days	21-Feb-13	4.95%	\$9,679.45	2545
31-Aug-12	Commonwealth Bank of Australia	A-1	\$1,900,000	\$1,900,000	Term Deposits	209 days	28-Mar-13	5.00%	\$8,068.49	2546
4-Sep-12	Westpac Banking Corporation	A-1	\$2,000,000	\$2,000,000	Term Deposits	177 days	28-Feb-13	4.95%	\$7,323.29	2547
13-Sep-12	Westpac Banking Corporation	A-1	\$1,000,000	\$1,000,000	Term Deposits	175 days	07-Mar-13	4.90%	\$2,416.44	2548
20-Sep-12	Members Equity Bank Melbourne	A-2	\$1,500,000	\$1,500,000	Term Deposits	175 days	14-Mar-13	5.05%	\$2,282.88	2549
27-Sep-12	Heritage Bank Ltd	*	\$1,000,000	\$1,000,000	Term Deposits	175 days	21-Mar-13	4.90%	\$536.99	2550
Totals	Commonwealth Bank of Australia	A-1+	\$52,400,000	\$52,400,000	Call Account			4.00%	\$581,182.59	At Call
various			\$995,000	\$995,000						
Totals			\$53,395,000	\$53,395,000						

\* Heritage Bank have requested S&P no longer provide a credit rating in relation to the bank. However, Heritage is still rated by Moody's (A3 long term, P2 short term) and by Fitch (BBB+ longer term, F2 short term). Council's investment in Heritage continues to fully comply with the current Investment Policy.

As at 30 September 2012

pg. 1

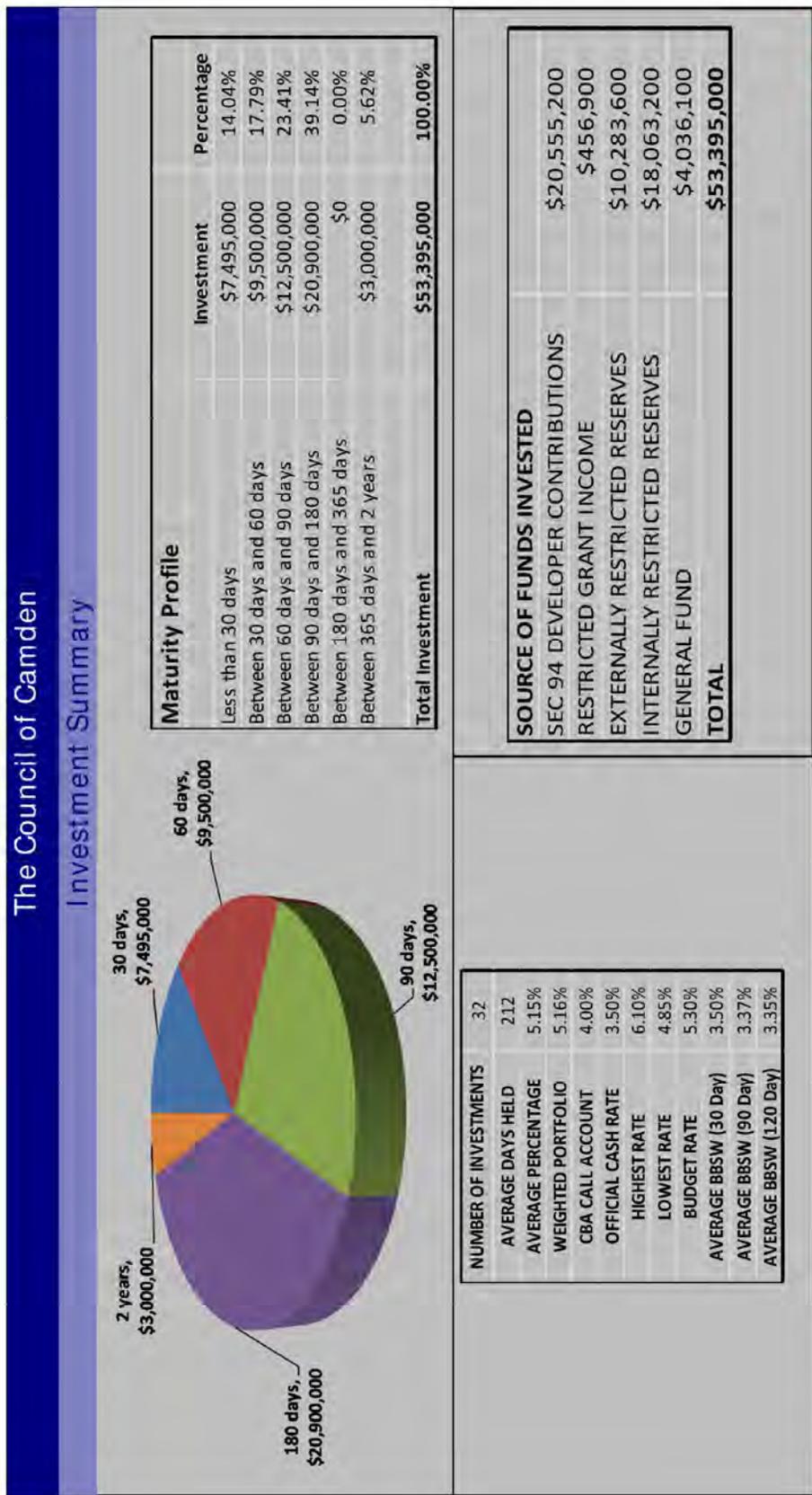


Attachment 1  
ORD09



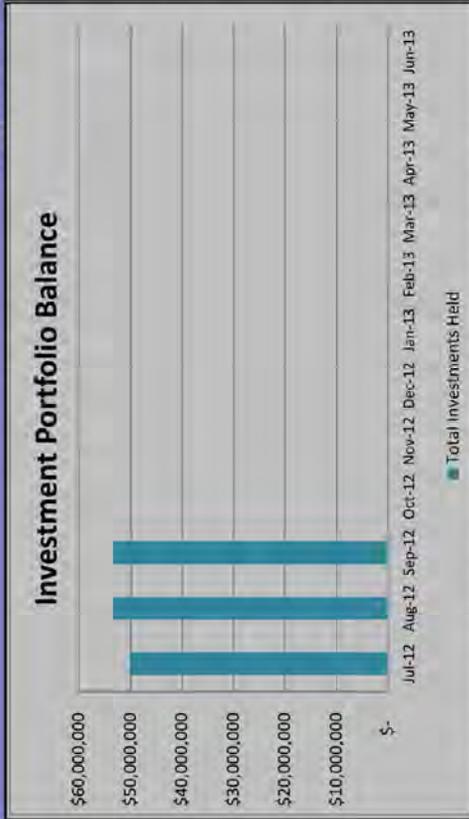
The Council of Camden  
Investment Summary

Compliance with Council's adopted investment policy							
Distribution of Funds by Financial Institution							
Financial Institution	Investment Balance	Current Weighting	Investment Policy Limit	Investment Policy Compliance	Short/Long Term Rating		
Bank of Western Australia	\$9,500,000	17.79%	25%	Yes	A1+	AA-	
Commonwealth Bank of Australia	\$2,895,000	5.42%	25%	Yes	A1+	AA-	
National Australia Bank	\$11,000,000	20.60%	25%	Yes	A1+	AA-	
Westpac Banking Corporation	\$12,000,000	22.47%	25%	Yes	A1+	AA-	
Suncorp Bank	\$7,500,000	14.05%	15%	Yes	A1	A+	
ING Bank (Australia) Limited	\$1,500,000	2.81%	5%**	Yes	A1	A	
Bank of Queensland	\$4,500,000	8.43%	10%	Yes	A2	BBB+	
Credit Union Australia	\$2,000,000	3.75%	5%*	Yes	A2	BBB	
Members Equity Bank	\$1,500,000	2.81%	10%	Yes	A2	BBB	
Heritage Bank	\$1,000,000	1.87%	5%	Yes	A3	BBB-	
<b>Total Investment</b>	<b>\$53,395,000</b>	<b>100.00%</b>					
Exposure to Rating Categories							
AAA / A1+ Category	\$35,395,000	66.29%	100%	Yes			
AA / A1 Category	\$8,000,000	14.98%	75%	Yes			
A / A2 Category	\$7,000,000	13.11%	30%	Yes			
BBB / A3 Category	\$3,000,000	5.62%	10%	Yes			
Other							
NSW T-Corp Cash Facilities (unrated)	\$0	0.00%	30%	Yes			
<b>Total Investment</b>	<b>\$53,395,000</b>	<b>100.00%</b>					
Term to Maturity Limits							
Portfolio % < 1 yr	\$50,395,000	94.38%	min 40%	Yes			
Portfolio % > 1 yr < 3 yrs	\$3,000,000	5.62%	60%	Yes			
Portfolio % > 3 yrs < 5 yrs	\$0	0.00%	30%	Yes			
* Credit Union Australia (CUA) has a 5% investment policy limit as all investments with CUA are long term investments;							
** ING Bank (Australia) has a 5% investment policy limit as it is an authorised depository institution that is a foreign subsidiary bank							



Attachment 1 **ORD09**

The Council of Camden  
Investment Summary



Council's investment portfolio has decreased by \$250,000 since the August reporting period. The decrease in investments is primarily the net result of funding Council's operations and services.



Council's portfolio had a weighted average yield of 5.16%pa for the month of September. The result was well above the 90 day Bank Bill Swap Rate of 3.37%pa, but below the 5.30% budget as term deposit rates are moving lower.

INTEREST RECEIVED DURING 2012/13 FINANCIAL YEAR		
	September	Cumulative (since 1 July)
General Fund	\$95,486	\$275,531
Restricted	\$133,052	\$404,285
<b>TOTAL</b>	<b>\$228,538</b>	<b>\$679,816</b>
2012/13 Projected Interest		\$1,882,000
2012/13 Original Budget Interest		\$1,882,000



## The Council of Camden

### Investment Summary

#### Standard & Poor's Ratings Description

Standard & Poor's (S&P) is a professional organisation that provides analytical services. An S&P rating is an opinion of the general creditworthiness of an obligor with respect to particular debt security or other financial obligation — based on relevant risk factors.

Credit ratings are based, in varying degrees, on the following considerations:

- Likelihood of payment.
- Nature and provisions of the obligation.
- Protection afforded by, and relative position of, the obligation in the event of bankruptcy, reorganisation or other laws affecting creditors' rights.

The issue rating definitions are expressed in terms of default risk.

#### S&P Short-Term Obligation Ratings are:

**A-1:** This is the highest short-term category used by S&P. The obligor's capacity to meet its financial commitment on the obligation is strong. Within this category, certain obligations are designated with a plus sign (+). This indicates that the obligor's capacity to meet its financial commitment on these obligations is extremely strong.

**A-2:** A short-term obligation rated A-2 is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligations in higher rating categories. However, the obligor's capacity to meet its financial commitment on the obligation is satisfactory.

**A-3:** A short-term obligation rated A-3 exhibits adequate protection parameters. However, adverse economic conditions or changing circumstances are more likely to lead to a weakened capacity of the obligor to meet its financial commitment on the obligation.

#### S&P Long-Term Obligations Ratings are:

**AAA:** An obligation/obligor rated AAA has the highest rating assigned by S&P. The obligor's capacity to meet its financial commitment on the obligation is extremely strong.

**AA:** An obligation/obligor rated AA differs from the highest rated obligations only in a small degree. The obligor's capacity to meet its financial commitment on the obligations is very strong.

**A:** An obligation/obligor rated A is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligations/obligor in higher rated categories. However, the obligors' capacity to meet its financial commitment on the obligation is still strong.

**BBB:** An obligation/obligor rated BBB exhibits adequate protection parameters. However, adverse economic conditions or changing circumstances are more likely to lead to a weakened capacity to the obligor to meet its financial commitment on the obligation.

**Unrated:** Financial institutions do not necessarily require a credit rating from the various ratings agencies such as Standard and Poor's and these institutions are classed as "Unrated". Most Credit Unions and Building Societies fall into this category. These institutions nonetheless must adhere to the capital maintenance requirements of the Australian Prudential Regulatory Authority (APRA) in line with all Authorised Deposit Taking Institutions (Banks, Building Societies and Credit Unions).

**Plus (+) or Minus (-):** The ratings from "AA" to "BBB" may be modified by the addition of a plus or minus sign to show relative standing within the major rating categories. Each new investment and investment recall requires two authorised signatories.



Attachment 1 **ORD09**

The Council of Camden

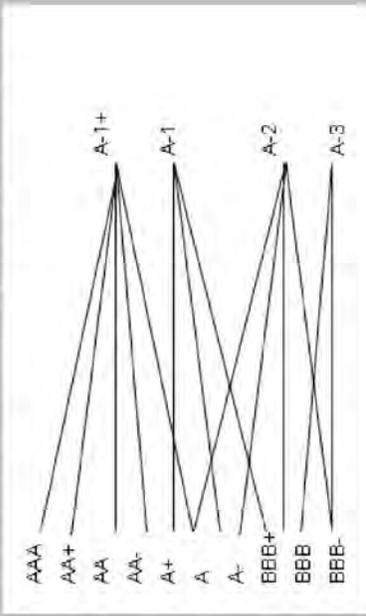
Investment Summary

CreditWatch highlights an emerging situation, which may materially affect the profile of a rated corporation and can be designed as positive, developing or negative. Following a full review the rating may either be affirmed or changed in the direction indicated.

A Rating Outlook assesses the potential direction of an issuer's long-term debt rating over the intermediate-to-long term. In determining a Rating Outlook, consideration is given to possible changes in the economic and/or fundamental business conditions. An outlook is not necessarily a precursor of a ratings change or future CreditWatch action. A "Rating Outlook – Positive" indicates that rating may be raised. "Negative" means a rating may be lowered. "Stable" indicates that ratings are not likely to change. "Developing" means ratings may be raised or lowered.

**S&P Ratings Correlations**

The standard correlation of short-term ratings with long-term ratings is shown below.



**Profile of Recently Invested Institutions**  
**CUA (S&P: A2/ BBB)** – CUA is Australia's largest credit union with over \$9b in assets. CUA relies on customer deposits for about 70% of its funding, while securitisation makes up 25% of its funding requirements. Its latest profit was \$24m (6 months to Dec 2011) and its Tier 1 Capital Adequacy Ratio was 13.8% (Dec 2011).

**ME Bank: (S&P: A2/ BBB)** – ME Bank is owned by industry super funds and has assets of around \$8.7b. ME Bank has a heavy reliance on securitisation (59% of funding as of Sep 30 2011) however it is planning to reduce this to 25% by increasing its customer deposits (which make up only 25% of its funding). Its latest profit was \$26m (12 months to June 2011) and its Tier 1 Capital Adequacy Ratio was 12.73% (Mar 2012).

**Bank of Queensland: (S&P: A2/ BBB+)** – BoQ is a nationwide bank that is listed on the Australian stock exchange with around \$40b in assets. Deposits make up 57% of total funding, wholesale funds 31%, and securitisation 12%. Its latest profit was -\$91m (6 months to Feb 2012), however this included a \$327.7m impairment on loans and its Tier 1 Capital Adequacy Ratio was 9.4% (May 2012).

**Heritage Bank (Moody's: P2/A3)** – Queensland based bank that has over \$8b in assets. Heritage relies on customer deposits for about 50% of its funding, securitisation makes up 23% and wholesale funds around 20%. Its latest profit was \$31m (12 months to June 2012) and its Tier 1 Capital Adequacy Ratio was 10.5% (Dec 2011).





## ORDINARY COUNCIL

ORD10

ORD10

**SUBJECT:** COMMUNITY BUILDING PARTNERSHIP FUNDING ROUND  
**FROM:** Director Works & Services  
**BINDER:** Grants

---

### PURPOSE OF REPORT

This report seeks Council's consideration of the request from Camden Junior Rugby League Club, to assist them with funding in relation to their submission to NSW Community Building Partnership Funding.

### BACKGROUND

The Community Building Partnership (CBP) program provides funds for community groups and local Councils to invest in community infrastructure throughout the state. Incorporated not-for-profit community organisations and local Councils are invited to apply for funding to build and improve community facilities in their local area.

### MAIN REPORT

The types of projects funded under this program are:

- construction of new capital works;
- refurbishment, repairs and maintenance to existing capital facilities; or
- the purchase of capital equipment with a life expectancy of 15+ years which enables the delivery of new or enhanced community services.

Given the emphasis on capital facilities, many applications are made by local community organisations to seek funds to upgrade facilities owned by Council, being leased and/or used by local groups. These groups seek a commitment from Council to also provide financial support which strengthens their application and the likelihood of receiving funding. The recent report to Council seeking funds for the Macarthur Softball Lighting Project is from the last funding round of this program.

As part of the current round, which closes at the end of October, we have already been approached by Camden Junior Rugby League Club to provide a commitment to allocate funds to upgrade lighting at Kirkham Park. As the closing date draws near we may also receive similar requests. This request is for a commitment of \$30,000 based on a one third split between the NSW Government, Council and the sporting club should their application be successful.

Should the grant application from the group applying in the current round be successful, Council will need to consider the allocation of the requested \$30,000 as a special item when the grant is announced.

### CONCLUSION

With the emphasis on upgrading infrastructure under the Community Building Partnership funding program it is appropriate to commit \$30,000 from Section 94



**ORD10**

---

Recreation as a matching fund for the grant application submitted by Camden Junior Rugby League Club to upgrade lighting at Kirkham Park.

**RECOMMENDED**

**That Council commit \$30,000 from Section 94 Recreation funds for the upgrade of lighting at Kirkham Park, should the Camden JRL application to the NSW government be successful.**



## ORDINARY COUNCIL

ORD11

ORD11

**SUBJECT:** SUPPLY OF PLANT HIRE SERVICES (T107/2012)  
**FROM:** Director Works & Services  
**BINDER:** T107/2012

---

### PURPOSE OF REPORT

To provide details relating to tenders received for contract T107/2012, for the Supply of Plant Hire Services, and to recommend that Council accept the tenders submitted by:

- A & C Plant Hire
- Acclaimed Excavations
- Angello's Tipper Hire
- Anthony Ravagnani Tipper Hire
- AP Drainage Inspections
- Argyle Excavations
- Ausco Modular
- Camden Hire
- Carrycall Tipper Hire
- Colates Hire Operations
- Conplant
- E & B Tipper Hire
- Earth Civil (NSW)
- Edscog
- Gino and Michelle Vella
- Graham Hall Excavations
- J & S Tipping Contractors
- Kennards Hire
- Lamond Contracting
- Latta Excavations
- Leroy Excavations
- M & A Civil
- Noel and Morag Bray Excavations
- Premiair Services
- R & K Deguara
- RD Tipper Hire
- Roadworx Surfacing
- Sitex Group
- Smart Excavations
- Supreme Earthmoving
- Swaye Haulage and Repairs
- TJ & RF Fordham
- Total Drain Cleaning Service
- Warren Kelly Transport
- Waterwise
- WGC Crane
- Worth Recycling

## MAIN REPORT

Every two to three years Council call tenders for the Supply of Plant Hire Services.

The tender for the Supply of Plant Hire Services was advertised in the Sydney Morning Herald and local newspaper from 5 June 2012 to 20 June 2012, with a closing date for submission of 25 June 2012. The contract is for a period to 30 June 2014, with the provision to extend the contract for up to two 12 month periods based on satisfactory performance. Successful contractors are able to adjust their prices in accordance with the rise and fall formula included in the contract.

### **Tender Submissions**

Thirty-seven submissions were received in response to Council's advertisement. Each submission was assessed to ensure all relevant information was provided, and could therefore be deemed to be a conforming tender. **A Summary of all tenders is located in the supporting documents.**

### **Tender Evaluation**

The aim of the tender evaluation process is to assess the capability of tenderers to provide the best value and quality services to Council, and to recommend the preferred tenderer/s.

A tender evaluation panel was established and the submissions were assessed on price and non-price factors as agreed by the evaluation panel.

Non-price factors included:

- understanding of the extent and scope of Council's service requirements;
- compliance with Council's Work Health and Safety and Environmental Protection obligations;
- demonstrated capacity to meet Council's services requirements; and
- appropriately qualified to undertake the works.

The financial aspects of the tender included:

- cost per service of contract items; and
- cost for additional services to contract items.

Tenders were assessed by comparing the tendered amounts against the capability, capacity and management systems of the contractor to undertake the work.

All submissions received are deemed to be complying with all the relevant insurances and other requirements of the tender. **Details of all tenders have been included in the Schedule of Unit Rates as provided in the supporting documents.**

### **Relevant Legislation**

The tender has been conducted in accordance with the *Local Government Act 1993*, the Local Government Regulations (2005) and Council's Purchasing and Procurement Policy.

## Critical Dates / Time Frames

Should Council resolve to accept this tender, works are to commence subject to the finalisation and execution of the Deed of Agreement for the Supply of Plant Hire Services.

## CONCLUSION

The advertisement of the Tender T107/2012 was completed in accordance with Council's Purchasing and Procurement Policy, and the requirements of the *Local Government Act, 1993* and the Local Government Regulations (2005).

All submissions have been assessed in accordance with criteria set out in the tender documents.

Successful tenderers have been assessed by considering tendered amounts as well as capability, capacity and management systems of the contractor for undertaking the work.

Submissions from all 37 tenderers are recommended to be accepted. As work arises, contractor/s will be called upon in the order of preference based on lowest price and/or availability at the time.

## RECOMMENDED

### That Council:

i. **authorise contract for the Supply of Plant Hire Services, up to 30 June 2014, be granted to the following companies:**

- **A & C Plant Hire**
- **Acclaimed Excavations**
- **Angello's Tipper Hire**
- **Anthony Ravagnani Tipper Hire**
- **AP Drainage Inspections**
- **Argyle Excavations**
- **Ausco Modular**
- **Camden Hire**
- **Carrycall Tipper Hire**
- **Colates Hire Operations**
- **Conplant**
- **E & B Tipper Hire**
- **Earth Civil (NSW)**
- **Edscog**
- **Gino and Michelle Vella**
- **Graham Hall Excavations**
- **J & S Tipping Contractors**
- **Kennards Hire**
- **Lamond Contracting**
- **Latta Excavations**
- **Leroy Excavations**
- **M & A Civil**

## ORD11

- Noel and Morag Bray Excavations
  - Premiair Services
  - R & K Deguara
  - RD Tipper Hire
  - Roadworx Surfacing
  - Sitex Group
  - Smart Excavations
  - Supreme Earthmoving
  - Swaye Haulage and Repairs
  - TJ & RF Fordham
  - Total Drain Cleaning Service
  - Warren Kelly Transport
  - Waterwise
  - WGC Crane
  - Worth Recycling;
- ii. authorise the General Manager to extend the contracts for up to two 12 month periods based on satisfactory performance;
- iii. authorise Council seal be affixed to the contract documents as required; and
- iv. accept the tendered rates submitted by each of the companies listed in item i above.

### ATTACHMENTS

1. Plant Tender Assessment - *Supporting Document*



## ORDINARY COUNCIL

ORD12

ORD12

**SUBJECT: CLOSURE OF THE MEETING TO THE PUBLIC**  
**FROM:** Director Governance  
**BINDER:** Closed Council

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In accordance with the Local Government Act 1993 and the Local Government (General) Regulation 2005, in the opinion of the General Manager, the following business is of a kind as referred to in Section 10A(2) of the Act and should be dealt with in a part of the meeting closed to the media and public.

- Purchase of land for the Camden Bypass Link Road

Council may, by resolution, allow members of the public to make representations as to whether the meeting should be closed before any part of the meeting is closed to the public. A representation by a member of the public as to whether a part of the meeting should be closed to the public can only be made for a fixed period immediately after the motion to close the part of the meeting is moved and seconded. That period would be limited to four minutes, in line with Council's Public Address Policy.

The meeting will only be closed during discussion of the matters directly the subject of the report and no other matters will be discussed in the closed section of the meeting.

Members of the public will be readmitted to the meeting immediately after the closed section is completed and if the Council passes a resolution during that part of the meeting that is closed to the public, the Chairperson will make the resolution public as soon as practicable after that closed part of the meeting has ended.

### **RECOMMENDED**

#### **That Council:**

- now close the meeting to the media and public to discuss a report concerning commercial information of a confidential nature dealing with acquisition of land Camden Bypass Link Road, in accordance with the provisions of Section 10A(2)(c) and (d)(i)(ii) of the Local Government Act, 1993; and**
- consider any objections or submissions as to the closure of the meeting and that the consideration be limited to a period of four minutes.**