



Camden Council

Business Paper

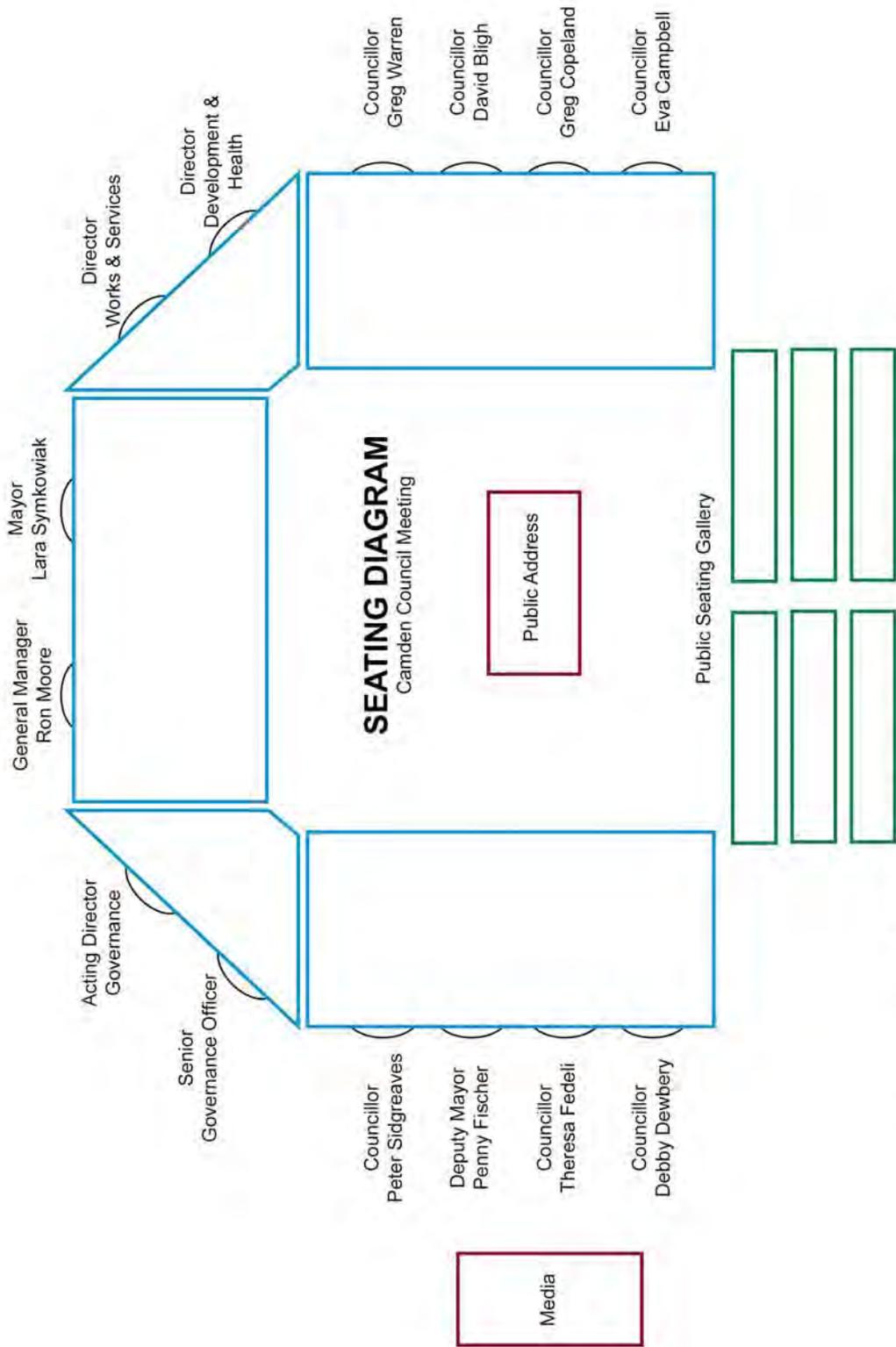
Ordinary Council Meeting
10 December 2013

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



SEATING DIAGRAM
Camden Council Meeting

Public Address

Media

Public Seating Gallery

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

ORDINARY COUNCIL

ORDER OF BUSINESS - ORDINARY COUNCIL

Prayer	6
Acknowledgment of Country.....	7
Recording of Council Meetings.....	8
Apologies.....	9
Declaration of Interest.....	10
Public Addresses	11
Confirmation of Minutes.....	12
ORD01 Draft Submission on Bringelly Brickworks State Significant Development Application	13
ORD02 Spring Farm Resource Recovery Facility - Exhibition of Environmental Assessment	24
ORD03 Asbestos Policy.....	29
ORD04 Harrington Park Community Christmas Carols - Request to Refund DA and Associated Fees.....	95
ORD05 Proposed Road Naming - New Roads in Acadian Release Area of Cobbitty	99
ORD06 NSW Local Infrastructure Renewal Scheme 2013.....	106
ORD07 Gregory Hills Voluntary Planning Agreement Amendments	111
ORD08 Elderslie Master Plan Review	235
ORD09 East Leppington VPA.....	243
ORD10 Delegations to the Mayor - Christmas/New Year Period	316
ORD11 Tender for Consultancy Services for Work Health and Safety Management System	317
ORD12 New Central Administration Centre - Revised Scope of Stage 1	321
ORD13 Macarthur Regional Recreational Trail Incorporating the Australian Botanic Garden Recreational Path - Acceptance of Grant Funding.....	324
ORD14 Draft Recreation Demand Study	340
ORD15 Draft Camden Sportsground Strategy.....	342
<u>NOTICES OF MOTION</u>	
ORD16 Notice of Motion - CCTV Cameras at Swimming Pool Facilities.....	345
ORD17 Closure of the Meeting to the Public	346
Diary	347

ORDINARY COUNCIL

SUBJECT: PRAYER

PRAYER

Almighty God, bless all who are engaged in the work of Local Government. Make us of one heart and mind, in thy service, and in the true welfare of the people we serve: We ask this through Christ our Lord.

Amen

Almighty God, give thy blessing to all our undertakings. Enlighten us to know what is right, and help us to do what is good: We ask this through Christ our Lord.

Amen

Almighty God, we pause to seek your help. Guide and direct our thinking. May your will be done in us, and through us, in the Local Government area we seek to serve: We ask this through Christ our Lord.

Amen

AFFIRMATION

We affirm our hope and dedication to the good Government of Camden and the well being of all Camden's residents, no matter their race, gender or creed.

We affirm our hope for the sound decision making by Council which can improve the quality of life in Camden.

Either – "So help me God" or "I so affirm" (at the option of councillors)

We pledge ourselves, as elected members of Camden Council, to work for the provision of the best possible services and facilities for the enjoyment and welfare of the people of Camden.

Either – "So help me God" or "I so affirm" (at the option of councillors)



ORDINARY COUNCIL

SUBJECT: ACKNOWLEDGMENT OF COUNTRY

I would like to acknowledge the traditional custodians of this land on which we meet and pay our respect to elders both past and present.



ORDINARY COUNCIL

SUBJECT: RECORDING OF COUNCIL MEETINGS

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.

ORDINARY COUNCIL

SUBJECT: APOLOGIES

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

RECOMMENDED

That leave of absence be granted.

ORDINARY COUNCIL

SUBJECT: DECLARATION OF INTEREST

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.

ORDINARY COUNCIL

SUBJECT: PUBLIC ADDRESSES

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.

ORDINARY COUNCIL

SUBJECT: CONFIRMATION OF MINUTES

Confirm and adopt Minutes of the Ordinary Council Meeting held 26 November 2013.

RECOMMENDED

That the Minutes of the Ordinary Council Meeting held 26 November 2013, copies of which have been circulated, be confirmed and adopted.

ORDINARY COUNCIL

ORD01

ORD01

SUBJECT: DRAFT SUBMISSION ON BRINGELLY BRICKWORKS STATE SIGNIFICANT DEVELOPMENT APPLICATION

FROM: Director, Development & Health

TRIM #: 13/69626

PURPOSE OF REPORT

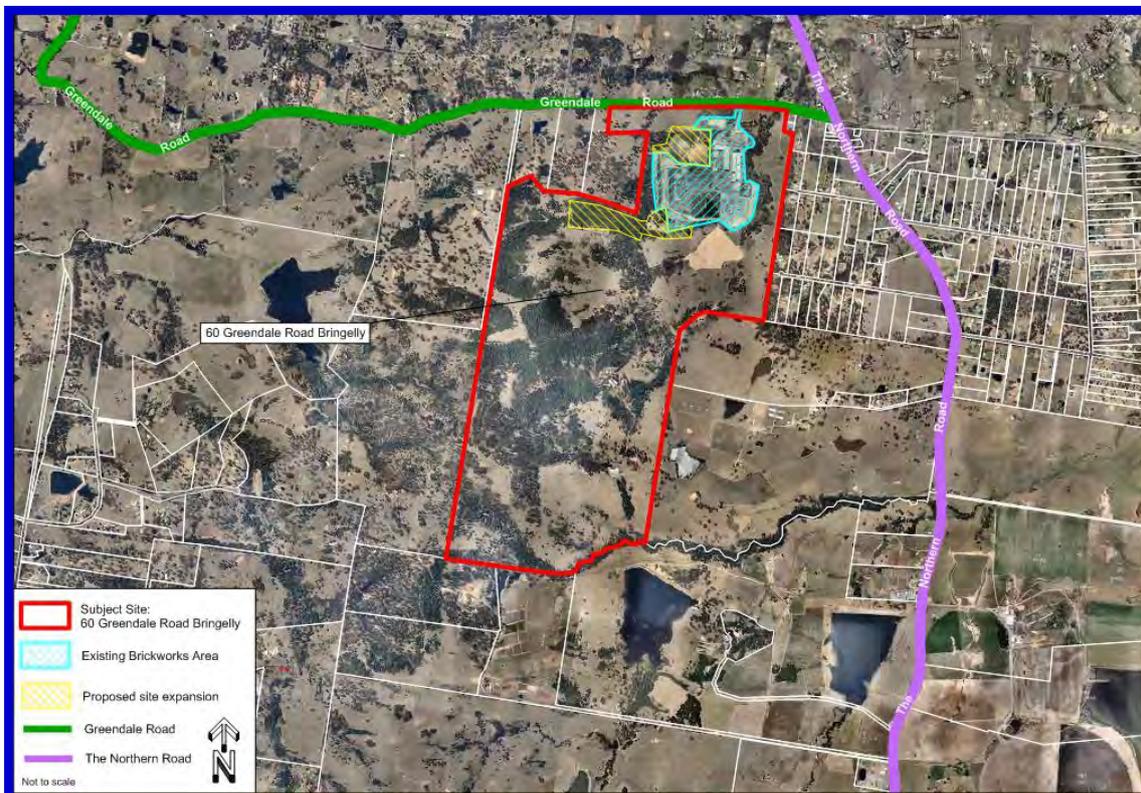
The purpose of this report is to seek Council's endorsement of a draft submission on a State Significant development application (DA) currently being assessed by the Department of Planning and Infrastructure (DPI). This DA proposes an expansion to the existing Bringelly Brickworks operation at 60 Greendale Road, Bringelly.

BACKGROUND

The Bringelly Brickworks is located at 60 Greendale Road, Bringelly and is operated by Boral Bricks Pty Ltd (Boral). The brickworks have been in operation on the site since 1968 and underwent an upgrade in 1991.

Boral also operate a brickwork facility at Badgerys Creek. On 30 March 2012, Boral ceased brick production at its Badgerys Creek site, however maintains the facility for future use.

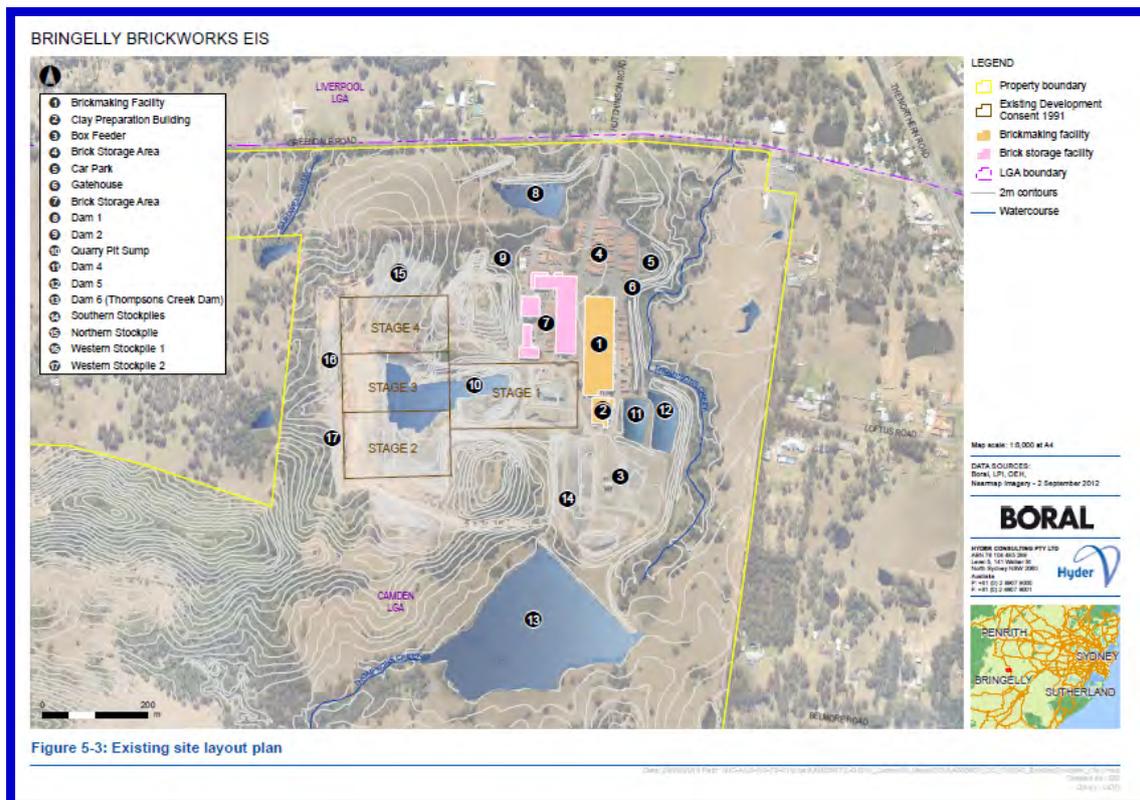
An aerial photo of the Bringelly site is provided below:



The site lies at the northern most edge of the Camden LGA with the Liverpool LGA being located on the northern side of Greendale Road. The overall site has an area of approximately 384.8ha, has undulating topography and contains a large dam and a mix of native and exotic vegetation. Thompsons Creek also flows through the site. The majority of the site is mapped as bush fire prone land, contains extensive areas of environmentally sensitive land and is located in both the future Bringelly and Lowes Creek precincts of the South West Growth Centre.

The brickworks occupy an area of approximately 29.3ha at the northern end of the site adjacent to Greendale Road.

An existing site plan for the brickworks is provided below:



To the east of the site is Bringelly village, Bringelly public school, shops, a park and community centre. The Northern Road also lies to the east. To the south lies the rural area of Cobbitty with Cobbitty village further to the south. To the west are the University of Sydney Camden Farms and the Nepean River. To the north is the Liverpool LGA and the rural residential suburb of Bringelly.

The proposed expansion is State Significant Development pursuant to Clause 7(1)(b), Schedule 1 of State Environmental Planning Policy (State and Regional Development) 2011 in that it is an extractive industry that will extract more than 5 million tonnes. The total extractable resource at the site is 7.9 million tonnes. Consequently the Minister for Planning and Infrastructure is the consent authority for the proposed expansion.

On 24 December 2012, DPI issued Director General's requirements outlining the information required in an environmental impact statement (EIS) for the proposed expansion. This information included assessments on a wide range of matters including noise, air quality, traffic, biodiversity and heritage.

During the preparation of the EIS the applicant undertook community consultation which included notification letters, one on one meetings, an open site inspection and community presentations.

The DA was subsequently lodged with DPI and is on public exhibition from 6 November to 9 December 2013. The DA was exhibited at DPI's information centre in the Sydney CBD, Council's Camden office and library, Liverpool Council's administration building in Liverpool and the Nature Conservation Council in Newtown.

Council staff contacted DPI and requested an extension of time to lodge a submission on the DA. DPI agreed to provide Council with an extension until 13 December 2013.

Council staff have undertaken a review of the EIS and prepared a draft submission for Councillors' consideration and endorsement. **A copy of the draft submission is provided as Attachment 1 to this report.**

MAIN REPORT

The Proposal

The proposed expansion of the brickworks will involve the following:

1. an increase in the quarry area from 9.9ha to 30.65ha to a maximum depth of 30m;
2. an increase in the quarry extraction rate from two (25 on-site days) extractive campaigns per year to three (44 on-site days) extractive campaigns per year;
3. an increase in brick production from 160,000 tonnes to 263,5000 tonnes per year;
4. importation of 96,000 tonnes per year of raw materials required for brickmaking;
5. construction of extensions to the existing clay preparation building and part of the brick manufacturing plant near the kiln exit;
6. 1.16ha of existing native vegetation (as defined by the Biodiversity Certification Order) will be cleared from non-certified areas of the site with an offset of 1.93ha of existing native vegetation to be retained in certified areas of the site;
7. construction of a 4.5m high noise bund along the northern boundary of the quarry operations (362m long with a 21m wide base);
8. construction of a replacement access driveway 150m to the east of the existing access driveway;
9. provision of two recycled water storage tanks;
10. upgrades to the existing on-site sewage treatment plant;
11. an average of 33 additional light vehicle movements and 98 heavy vehicle movements per day;
12. operating hours of:

Quarrying operations (including associated vehicle movements)

6am-6pm Monday to Friday and 6am-12 noon Saturday (no change from existing)

Processing/manufacturing

Unlimited (subject to noise level compliance) (no change from existing)

Truck movements and deliveries to and from the site

6am-6pm Monday to Friday and 6am-1pm Saturday; and

13. the employment of an additional 34 staff for an overall total of 72 staff employed at the site.

The value of the proposed works is approximately \$4,226,607.

The proposed development will be undertaken in a staged manner over approximately 30 years. The site will also be progressively rehabilitated in 3 stages.

The proposed site plan for the brickworks expansion is provided below:

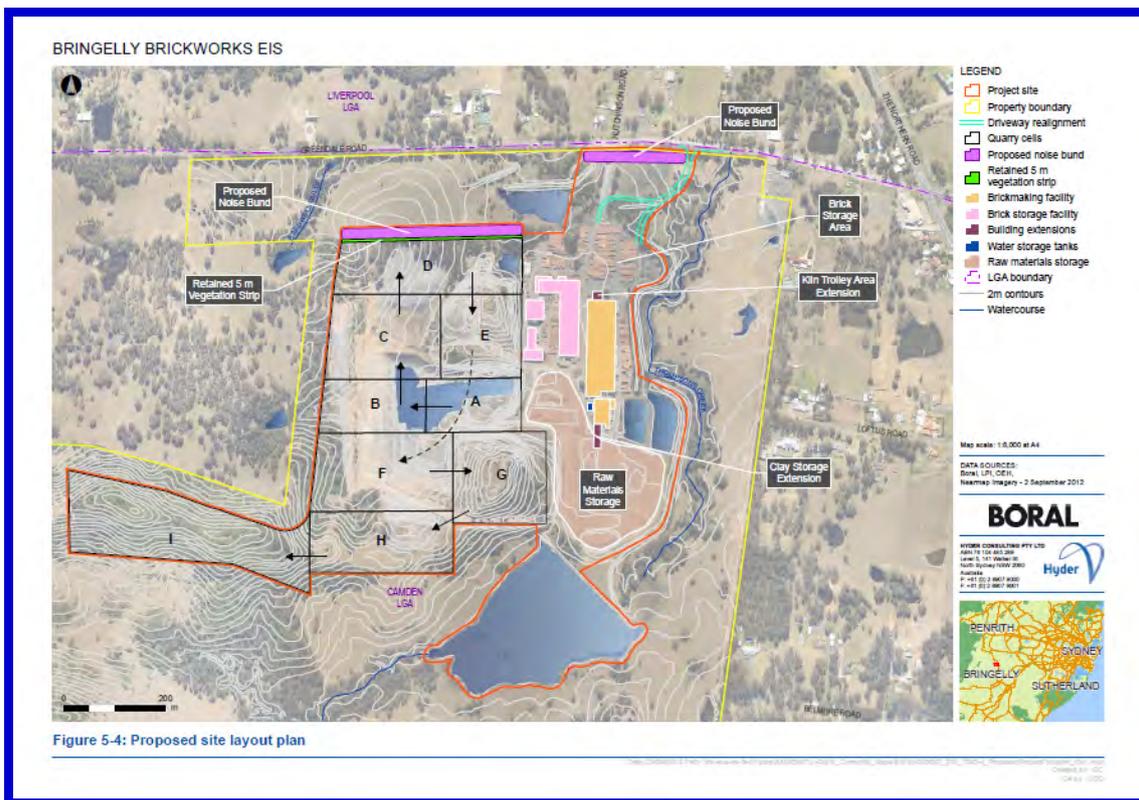


Figure 5-4: Proposed site layout plan

Assessment

Council staff have undertaken a review of the EIS and raise no objection in principle to the proposed expansion. However there are several issues that require further information and consideration before the application can be determined. These issues are detailed in the draft submission attached to this report.

A summary of the key issues is provided below:

Environmental

There is the potential for significant noise impacts from the combined operation of the processing/manufacturing and quarrying (extraction campaigns) when both occur at the same time. An assessment of cumulative noise should be undertaken.

Council staff are not satisfied with the acoustic detail and mitigation measures proposed to achieve compliance in relation to noise from a front end loader machine. In addition, the EIS falls short of providing acoustic solutions to mitigate quarrying (extraction campaigns) noise.

Ecological

The proposed offsetting for the loss of existing native vegetation must be undertaken in accordance with condition 8 of the "Order to Confer Biodiversity Certification on State Environmental Planning Policy (Sydney Region Growth Centres) 2006" and addressed in a flora and fauna management plan.

Suitable habitat boxes to replace the loss of tree hollows are to be installed as part of an action in the flora and fauna management plan for the site.

Traffic

The new access way will be located less than 250m away from the start of a nearby school zone. There may be an impact on on-street parking availability for parents. A detailed design is required to assess the proposed replacement access. The design must also provide detail on how appropriate sightlines will be achieved, taking into consideration existing/proposed vegetation and the proposed bunding.

The increase in traffic, especially heavy vehicles, will have an impact on the safety and amenity in the vicinity of the school. It is recommended that the applicant provide further information on how this will be mitigated.

The carriageway on Greendale Road in the vicinity of the school is approximately 5.25m wide in each direction. This leaves 3.25m to pass a parked vehicle so it is likely that trucks will cross over the centrelines to maintain a safe distance from the parked vehicles, leading to the safety concerns. It is recommended that the applicant provides further information on how this will be addressed.

The existing road shoulders on both sides of Greendale Road are in poor condition, largely due to heavy vehicle usage on Greendale Road. The applicant should be required to fund the reconstruction of the shoulders between the new access and The Northern Road to minimise damage to the road pavement.

The applicant should also be required to fund the upgrading of Greendale Road to an industrial road standard between the site and The Northern Road.

The applicant only proposes to widen the westbound lane of Greendale Road to accommodate a 60m left turn lane. This is less than what is at the existing site access. The warrant for a rural type "AUL" layout should be pursued as the minimum treatment on Greendale Road.

The applicant only proposes to clear vegetation on the eastern side of the proposed replacement access driveway road. Vegetation clearing will also be required on the western side.

Noise Bunds

The proposed noise bunds should be appropriately landscaped with native vegetation to soften and screen the appearance of the site from public view.

Contributions

Council's Contributions Plan 7 (Road Maintenance: Extractive Industry) (CP) applies to this site. Monetary contributions must be paid to Council in accordance with the CP to provide funding for ongoing road maintenance.

Furthermore, any outstanding payments required by the existing 1991 development consent for this site must be paid to Council prior to any new consent becoming operational.

Inaccuracies in the EIS

The EIS states that in the vicinity of Greendale Road the speed limit on The Northern Road is 80km per hour. This is incorrect as in the vicinity of Greendale Road the speed limit on The Northern Road is 60km per hour and 40km per hour during school drop off and pick up times at Bringelly Public School. The school is situated on the north western corner (Liverpool side) of the Greendale Road and The Northern Road intersection.

The EIS states that as the boundary between the Camden and Liverpool LGAs falls on the centreline of Greendale Road, both Councils have an agreement in place that Liverpool Council undertake all road maintenance on Greendale Road, whilst Camden Council provides half of the funding towards the maintenance or any upgrading.

This statement is incorrect as Camden Council funds, maintains and upgrades the southern side of Greendale Road. There is however some funding and design work being undertaken by both Councils to upgrade a larger section of Greendale Road near the Dwyer Road Intersection.

Planning

Part of the proposed building extensions will reach a maximum building height of 10.4m from existing ground level. The maximum building height for this site stipulated by Camden Local Environmental Plan 2010 is 9.5m. However given that this part of the building extension will be behind the existing buildings, and that those buildings are of a similar height, it is not considered that this height variation will have any adverse visual impacts and therefore no objection is raised.

FINANCIAL IMPLICATIONS

This matter has no direct financial implications for Council.

CONCLUSION

DPI has publicly exhibited a State Significant DA for an expansion of the existing Bringelly Brickworks at 60 Greendale Road, Bringelly. Council staff have prepared a draft submission for Councillors' consideration and endorsement.

RECOMMENDED

That Council:

- i. endorse the draft submission on the Bringelly Brickworks State Significant DA; and**
- ii. forward the submission to DPI for consideration as part of its assessment of the DA.**

ATTACHMENTS

- 1. Draft Submission**

ORD01

ORD01

Attachment 1

13 December 2013

Attention – Manager, Mining Projects
Department of Planning and Infrastructure
GPO Box 39
SYDNEY NSW 2001

Dear Sir,

RE: Bringelly Brickworks Project (SSD-5684)

**PROPERTY: 60 Greendale Road, Bringelly
Lot: 11, DP: 1125892**

Reference is made to the above State Significant development application (DA) which is currently being assessed by your department.

Whilst Council raises no objection in principle to the proposed expansion, Council submits that several issues require further information and consideration before the application can be determined.

Environmental

Due to the exceedance of noise criteria for the processing/manufacturing and quarrying activities when modelled in isolation of each other, the cumulative modelling of both activities when undertaken at the same time will lead to higher exceedances of noise criteria and a requirement for further mitigation.

There is the potential for significant noise impacts from the combined operation of the processing/manufacturing and quarrying (extraction campaign) when both occur at the same time. An assessment of cumulative noise should be undertaken.

The application fails to provide sufficient acoustic detail on how to successfully mitigate noise from the "front end loader" machine in order to obtain a sound power level of 102d(BA) to achieve noise compliance. In addition, the EIS falls short of providing acoustic solutions to mitigate quarrying (extraction campaigns) noise.

Council considers that noise from driveway construction and realignment activities can be successfully controlled either at source or receiver locations with the use of temporary noise barriers where the construction period is for approximately 8 weeks only.

A separate Section 68 application under the Local Government Act 1979 for a commercial sewage treatment facility will be required to be submitted to and approved by Council. This application must be supported by documentation from a qualified wastewater consultant.

Ecological

The proposed offsetting for the loss of Existing Native Vegetation must be undertaken in accordance with Condition 8 of the "Order to Confer Biodiversity Certification on State Environmental Planning Policy (Sydney Region Growth Centres) 2006" and addressed in a flora and fauna management plan.

Suitable habitat boxes to replace the loss of tree hollows are to be installed as part of an action in the flora and fauna management plan for the site.

Traffic

The new access way will be located less than 250m away from the start of the nearby school zone. There may be an impact on on-street parking for parents. A detailed design is required to assess the proposed access. The design must also provide details on how appropriate sightlines will be achieved taking into consideration existing/proposed vegetation and the proposed bunding.

The increase in traffic, especially heavy vehicles, will have an impact on the safety and amenity in the vicinity of the school. It is recommended that the applicant provide further information on how this will be mitigated.

The carriageway on Greendale Road in the vicinity of the school is approximately 5.25m wide in each direction. This leaves 3.25m to pass a parked vehicle so it is likely that trucks will cross over the centrelines to maintain a safe distance from the parked vehicles, leading to the safety concerns. It is recommended that the applicant provide further information on how this will be addressed.

The existing road shoulders on both sides of Greendale Road are in poor condition, largely due to heavy vehicle usage on Greendale Road. The applicant should be required to fund the reconstruction of the shoulders between the new access and The Northern Road to minimise damage to the road pavement.

The applicant should also be required to fund the upgrading of Greendale Road to an industrial road standard between the site and The Northern Road.

The applicant only proposes to widen the westbound lane of Greendale Road to accommodate a 60m left turn lane. This is less than what is at the existing site access. The warrant for a Rural Type "AUL" Layout should be pursued as the minimum treatment on Greendale Road.

The applicant only proposes to clear vegetation on the eastern side of the proposed new site access road. Vegetation clearing will be required on the western side.

Noise Bunds

The proposed noise bunds should be fully landscaped with native vegetation to soften and screen the appearance of the site from public view.

Contributions

Council's Contributions Plan 7 (Road Maintenance: Extractive Industry) (CP) applies to this site. Monetary contributions must be paid to Council in accordance with the CP to provide funding for ongoing road maintenance.

Furthermore, any outstanding payments required by the existing 1991 development consent for this site must be paid to Council prior to any new consent becoming operational.

Inaccuracies in the EIS

The EIS states that in the vicinity of Greendale Road the speed limit on The Northern Road is 80km per hour. This is incorrect as in the vicinity of Greendale Road the speed limit on The Northern Road is 60km per hour and 40km per hour during school drop off and pick up times at Bringelly Public School. The school is situated on the north western corner (Liverpool side) of the Greendale Road and The Northern Road intersection.

The EIS also states that as the boundary between the Camden and Liverpool LGAs falls on the centreline of Greendale Road, both Councils have an agreement in place that Liverpool Council undertake all road maintenance on Greendale Road, whilst Camden Council provides half of the funding towards the maintenance or any upgrading.

This statement is incorrect as Camden Council funds, maintains and upgrades the southern side of Greendale Road. There is however some funding and design work being undertaken by both Councils to upgrade a larger section of Greendale Road near the Dwyer Road Intersection.

Planning

Part of the proposed building extensions will reach a maximum building height of 10.4m from existing ground level. The maximum building height for this site under the Camden Local Environmental Plan 2010 is 9.5m. Given that this part of the building extension will be behind the existing buildings and as those buildings are of a similar height, it is not considered that this height variation will have an adverse visual impact and therefore no objection to it is raised.

Should you have any enquiries in relation to this matter, please do not hesitate to contact Ryan Pritchard, Team Leader – Town Planning Assessments on (02) 4654 7715.

Yours sincerely,

Ron Moore
GENERAL MANAGER

ORD01

Attachment 1

ORDINARY COUNCIL

ORD02

SUBJECT: SPRING FARM RESOURCE RECOVERY FACILITY - EXHIBITION OF ENVIRONMENTAL ASSESSMENT

FROM: Director, Development & Health

TRIM #: 13/72528

PURPOSE OF REPORT

The purpose of this report is to advise Council of the receipt of advice from the Department of Planning and Infrastructure (DPI) regarding proposed changes to the operations of the Spring Farm Resource Recovery Facility and to seek Council's endorsement of a draft submission.

BACKGROUND

The waste facility was upgraded from a putrescible landfill to an alternative waste treatment facility in 2009 but was decommissioned in 2011 after numerous operational issues.

The facility now primarily functions as a receiving facility where waste is sorted and trucked off site to other facilities for processing. The wet processing of waste was found to be problematic and the tank farm which was used for anaerobic processing of organic waste ceased.

The current proposal primarily relates to the re-use of the existing tank farm for the treatment of liquid waste. This waste is proposed to be conveyed onto the site from other metropolitan areas and is expected to predominantly be leachate. Leachate is generally high in ammonia, high in BOD (Biochemical Oxygen Demand) and high in dissolved salts. This proposal would anaerobically treat the waste to a point where it will be suitable for discharge to sewer and in the process would generate methane to be used as a source of power generation.

MAIN REPORT

The Environmental Assessment that has been received proposes to use part of the facility to treat 520m³ per day of liquid waste. Council received advice from the DPI on 12 November with comments due 28 November. To facilitate this report to Council, a 14 day extension was granted by the DPI.

The Environmental Assessment has considered topics such as:-

1. Traffic and Transport;
2. Soil and Water;
3. Air Quality and Odour;
4. Visual Impacts;
5. Acoustics;
6. Hazards and Risks; and
7. Cumulative Impacts.

Council officers have considered the proposal and raise concerns in relation to odour.

As Council is aware, the main issue with the facility is the impact of odour on surrounding residential receivers.

In 2009, the facility was upgraded from a putrescible landfill to an advanced waste treatment facility which was to see the processing of wastes from Camden, Campbelltown, Wollondilly and Wingecarribee Council collection areas. It was purported in the tender that the facility would be operated under negative pressure and that there would be no adverse impact by way of odour. This was not to be the case. Council and the EPA received numerous complaints from the community over a number of years and when the business was bought by Sita they decided to decommission the plant.

One of the primary elements of the plant that was not dismantled was the tank farm. It is this element that is proposed to be used. Leachate will be imported onto the site from various sites and will be treated in the anaerobic digestion tanks. This process will reduce the levels of ammonia and the BOD in the liquid. This process can lead to the emissions of odour. The encroaching residential areas of Spring Farm and Mount Annan South are only a short distance from the boundaries of the facility.

An odour assessment undertaken as part of the application suggests there will be no emission of odour in excess of the 2OU (odour unit) contour from the boundary of the site. However, odour impact assessment is not an exact science.

Council officers requested that cumulative impact assessment of all odours be undertaken, which takes into account all odour sources at the facility. At this stage, Council officers are not satisfied that this assessment has been undertaken to the fullest extent and this may lead to unacceptable levels of odour being experienced.

FINANCIAL IMPLICATIONS

This matter has no direct financial implications for Council.

CONCLUSION

Odour in the Spring Farm area continues to be of concern to Council and the community and there is no confidence that on this occasion that it has been fully addressed. It is recommended that Council object to the proposal on this basis.

A copy of the draft submission is provided as Attachment 1 to this report.

RECOMMENDED

That Council:

- i. endorse the draft submission in relation to the Spring Farm Resource Recovery Facility objecting to the proposal due to potential odour impacts;**
- ii. forward the submission to the Department of Planning and Infrastructure;
and**
- iii. write to the State Member for Camden seeking his support on this matter.**

ATTACHMENTS

1. Draft Submission Resource Recovery Facility

29 November 2013

Planning & Infrastructure
23-33 Bridge Street
SYDNEY NSW 2000

Attention: David Mooney

Dear David,

Objection: Spring Farm Resource Recovery Facility (05-0098 MOD 5) Notice of Public Exhibition

Please be advised that Camden Council has reviewed the Environmental Assessment (EA) placed on public exhibition and lodges this as an objection to the proposal.

The proposal is primarily for the re-use of the existing tank farm to treat up to 520m³ of liquid waste per day. The untreated waste will be trucked to the site, treated, and ultimately disposed to sewer under a trade waste agreement.

The EA is supported by a number of technical reports that cover the following topics:

- Traffic and Transport;
- Soil and Water;
- Air Quality and Odour;
- Visual Impacts;
- Acoustics;
- Hazards and Risks; and
- Cumulative Impacts.

Following Council's review of the proposal the main issue of concern relates to the additional generation of odour and the "cumulative" level of odour impact expected to impact on the adjoining residential landuse.

The Air Quality and Odour Assessment report referenced in the EA (dated September 2013) provides a combined odour emission plan from the existing landfill, Advanced Resource Recovery Technology (ARRT) facility, the Material Recovery Facility (MRF), and Camden organics. The cumulative odour concentrations for the 2 Odour Unit (the criteria) Contour Line was modelled to show no impact on future adjoining residential receptors.

In contrast, Council has also recently received an amended Odour Assessment report (dated November 2013) in support of a residential subdivision application (currently being determined by Council) that also required a cumulative assessment

ORD02

of all approved odour generating activities located in Spring Farm. This more recent report included all of the identified odour sources in the EA (Air Quality and Odour Assessment, Dated September 2013) but also included one additional composting business approved to utilise up to 50000 tonnes of material.

The cumulative odour concentrations from this second (amended) odour assessment modelled that the 2 Odour Unit Contour line will impact on future residential receptors adjoining the landfill / treatment facility.

Given the inconsistency in the odour modelling results depicting the cumulative impact as contained in the assessment report for the EA and for the residential subdivision application, Council objects to the proposal to utilise the facility to treat liquid waste as there is potential for odour to exceed the criteria for residential receptors.

Yours Sincerely

Nicole Magurren
Director – Development & Health

Attachment 1

ORDINARY COUNCIL

ORD03

ORD03

SUBJECT: ASBESTOS POLICY
FROM: Director, Development & Health
TRIM #: 13/7475

PURPOSE OF REPORT

The purpose of this report is for Council to consider a draft Asbestos Policy (Policy) and to seek Council's endorsement to place the draft Policy on public exhibition.

BACKGROUND

A Model Asbestos Policy was developed by the Local Government and Shires Associations of NSW (LGSA) on behalf of the Heads of Asbestos Coordination Authorities Working Group to assist NSW councils to formulate an Asbestos Policy.

The objective of this Policy is to promote a consistent approach to asbestos management by local government across NSW. The Policy was designed for councils to either adapt an existing asbestos policy or develop a new asbestos policy.

The Heads of Asbestos Coordination Authorities Working Group comprises a number of State Government agencies that provided valuable input to this Policy. A Local Government Reference Group and members of staff from councils across NSW also contributed useful advice regarding the Model Asbestos Policy.

MAIN REPORT

In Australia, asbestos was gradually phased out of building materials in the 1980s and the supply and installation of asbestos containing goods has been prohibited since 31 December 2003. Yet asbestos materials still exist in many homes, buildings and other assets and infrastructure. It is estimated that one in three Australian homes contains asbestos.

Where material containing asbestos is in a non-friable form (that is, cannot be crushed by hand into a powder), undisturbed and painted or otherwise sealed, it may remain safely in place. However, where asbestos containing material is broken, damaged, disturbed or mishandled, fibres can become loose and airborne posing a risk to health. Breathing in dust containing asbestos fibres can cause asbestosis, lung cancer and mesothelioma.

It is often difficult to identify the presence of asbestos by sight. Where a material cannot be identified or is suspected to be asbestos, it is best to assume that the material is asbestos and take appropriate precautions. Further information about asbestos and the health impacts of asbestos can be found in Appendix A of the Policy and website links to additional information are provided in Appendix B.

Council has an important role in minimising exposure to asbestos, as far as is reasonably practicable, for both:

- residents and the public within the Local Government Area (LGA)
- workers (employees and other persons) in Council workplaces.

Council's legislative functions for minimising the risks from asbestos apply in various scenarios including:

- as a responsible employer
- contaminated land management
- Council land, building and asset management
- emergency response
- land use planning (including development approvals and demolition)
- management of naturally occurring asbestos
- regulation of activities (non-work sites)
- waste management and regulation.

Draft Asbestos Policy

The draft Policy includes information on:

1. where asbestos may be found;
2. the legislative framework of how it is to be managed;
3. who is responsible given a particular situation;
4. complaints and investigations; and
5. procedures to be followed by Council employees.

The Policy is designed to provide a comprehensive guideline for use by Council, building contractors and homeowners alike when dealing with asbestos. It is not intended to encompass all information relating to asbestos nor does it purport to replace or supplement specific Safe Work Method Statements.

Many people in the community are still unaware or dismissive of the dangers posed by the presence of asbestos. The Policy is intended to assist members of the community as well as Council and Council employees to understand the various relationships and responsibilities in the management of asbestos. The Policy is set out in a manner to educate and inform the reader rather than to regulate.

A copy of the draft Policy is provided as Attachment 1 to this report.

FINANCIAL IMPLICATIONS

This matter has no direct financial implications for Council.

CONCLUSION

The draft Policy has been prepared substantially in accordance with the Model Policy developed by the Local Government and Shires Associations of NSW (LGSA) on behalf of the Heads of Asbestos Coordination Authorities Working Group.

It is recommended that the draft Policy be placed on public exhibition. Following exhibition, if Council resolves to adopt the draft Policy, it will be placed on Council's website and referred to when relevant. Training for Council staff will be held in the coming months.

RECOMMENDED

That Council:

- i. place the draft Asbestos Policy on public exhibition; and**
- ii. consider a further report at the conclusion of the exhibition period, considering any submissions received during the exhibition period.**

ATTACHMENTS

- 1. Asbestos Policy**

ORD03

ORD03

Attachment 1



ASBESTOS POLICY

POLICY (POLICY # here)

ASBESTOS POLICY

DIVISION: DEVELOPMENT & HEALTH

PILLAR: MANAGING URBAN GROWTH;

FILE / BINDER:

Council disclaimer

This Policy was formulated to be consistent with Council's legislative obligations and within the scope of Council's powers. This Policy should be read in conjunction with relevant legislation, guidelines and codes of practice. In the case of any discrepancies, the most recent legislation should prevail.

This Policy is based upon the *Model Asbestos Policy for NSW Councils* developed by the Heads of Asbestos Coordination Authorities to promote a consistent Local Government approach to asbestos management across NSW.

This Policy does not constitute legal advice. Legal advice should be sought in relation to particular circumstances and liability will not be accepted for losses incurred as a result of reliance on this Policy.

Contents

Part 1. - Introduction	6
1.0 Background.....	6
1.1 Objective.....	6
1.2 Scope.....	7
2. Definitions.....	7
Part 2. - Policy Statement	7
3. Roles and responsibilities of Council.....	7
3.1 Educating residents.....	7
3.2 Managing land.....	7
3.3 Managing waste.....	8
3.4 Regulatory responsibilities.....	8
3.5 Responsibilities to workers.....	10
4. Other stakeholders involved in managing asbestos	10
Part 3 – Asbestos in the Local Government Area: Information for the community	10
5. Naturally occurring asbestos	10
6. Contamination of land with asbestos	10
6.1 Responsibilities for contaminated land.....	10
6.2 Finding out if land is contaminated.....	11
6.3 Duty to report contaminated land.....	11
6.4 Derelict buildings.....	12
7. Responding to emergencies and incidents	12
7.1 Responsibilities in the clean up after an emergency or incident.....	12
7.2 Advice to the public regarding clean up after an emergency or incident.....	13
8. Council's process for changing land use	13
9. Council's process for assessing development	14
9.1 Responsibilities for approving development.....	14
9.2 Providing advice to home owners, renovators and developers.....	14
9.3 Identifying asbestos.....	15
9.4 Removing asbestos, refurbishments and demolitions.....	15
9.4.1 Removing asbestos at domestic premises	15
9.4.2 Removing asbestos at workplaces	16
9.4.3 Obtaining approval for demolition	16
9.5 Exempt or complying development.....	17
9.5.1 Exempt development	17
9.5.2 Complying development	17
9.6 Development applications.....	18

9.6.1	Pre-development application advice regarding asbestos	18
9.6.2	Conditions of consent	18
9.7	Compliance and enforcement.....	18
9.7.1	Responsibilities for compliance and enforcement	18
9.7.2	Compliance strategies	18
10.	Managing asbestos as a waste	19
10.1	Responsibilities for asbestos waste management.....	19
10.2	Handling asbestos waste for disposal	19
10.3	Transporting asbestos waste.....	19
10.4	Disposing of asbestos waste at waste facilities.....	20
10.4.1	Rejection of asbestos waste from waste facilities	20
10.5	Illegal dumping of asbestos waste.....	20
10.6	Asbestos remaining on-site	21
11.	Complaints and investigations	21
	Part 4 – Management of asbestos risks within Council	22
12.	Rights and responsibilities of workers at the Council workplace	22
12.1	Duties of Council workers at the Council workplace	22
12.1.1	The General Manager	22
12.1.2	Workers	22
12.1.3	Prohibited work activities	22
12.2	Responsibilities of Council to Council workers.....	22
12.2.1	Council's general responsibilities	22
12.2.2	Education, training and information for workers	23
12.2.3	Health monitoring for workers	23
13.	Identifying and recording asbestos hazards in the Council workplace	24
13.1	Identifying asbestos.....	24
13.1.1	Material sampling	24
13.2	Indicating the presence and location of asbestos.....	24
13.3	Asbestos register	24
13.4	Suspected asbestos	24
14.	Managing asbestos-related risks in the Council workplace	25
14.1	Asbestos management plan	25
14.2	Asbestos management plan for naturally occurring asbestos.....	25
14.3	Management options for asbestos-related risks in the Council workplace.....	25
14.4	Sites contaminated with asbestos that are Council workplaces.....	25
14.5	Demolition or refurbishment of Council buildings and assets.....	26
14.6	Removal of asbestos in the Council workplace	26

ORD03

Attachment 1

14.6.1	Removal by Council employees	26
14.6.2	Removal by contractors	26
14.6.3	Clearance inspections and certificates	27
15.	Accidental disturbance of asbestos by workers	27
16.	Council's role in the disposal of asbestos waste	28
16.1	Responding to illegal dumping	28
16.2	Transporting and disposing of asbestos waste	28
17.	Advice to tenants and prospective buyers of Council owned property	28
18.	Implementing Council's asbestos Policy	28
18.1	Supporting documents.....	28
18.2	Communicating the Policy	29
18.3	Non-compliance with the Policy.....	29
19.	Variations to this Policy	30
	Appendices	31
	Appendix A – General information and guidance	31
1.	What is asbestos?	31
2.	Where is asbestos found?	31
2.1	Naturally occurring asbestos	31
2.2	Residential premises	32
2.3	Commercial and industrial premises	33
2.4	Sites contaminated with asbestos	34
3.	Potentially hazardous activities	35
4.	Health hazards.....	36
	Appendix B – Further information	37
	Appendix C – Definitions	39
	Appendix D – Acronyms	44
	Appendix E – Relevant contacts	44
	Appendix F – Waste management facilities that accept asbestos wastes	47
	Appendix G – Asbestos-related legislation, policies and standards	48
	Appendix H – Agencies roles and responsibilities	49
	Appendix I – Scenarios illustrating which agencies lead a response in NSW	52
	Appendix J – Asbestos containing materials	56
	Appendix K – Asbestos licences	61
	Part 5 – Document Control	62

Part 1. - Introduction

1.0 Background

Camden Council acknowledges the serious health hazard of exposure to asbestos.

In Australia, asbestos was gradually phased out of building materials in the 1980s and the supply and installation of asbestos containing goods has been prohibited since 31 December 2003. Yet asbestos legacy materials still exist in many homes, buildings and other assets and infrastructure. It is estimated that one in three Australian homes contains asbestos.

Where material containing asbestos is in a non-friable form (that is, cannot be crushed by hand into a powder), undisturbed and painted or otherwise sealed, it may remain safely in place. However, where asbestos containing material is broken, damaged, disturbed or mishandled, fibres can become loose and airborne posing a risk to health. Breathing in dust containing asbestos fibres can cause asbestosis, lung cancer and mesothelioma.

It is often difficult to identify the presence of asbestos by sight. Where a material cannot be identified or is suspected to be asbestos, it is best to assume that the material is asbestos and take appropriate precautions. Further information about asbestos and the health impacts of asbestos can be found in Appendix A and website links to additional information are provided in Appendix B.

Council has an important dual role in minimising exposure to asbestos, as far as is reasonably practicable, for both:

- residents and the public within the Local Government Area (LGA)
- workers (employees and other persons) in Council workplaces.

Council's legislative functions for minimising the risks from asbestos apply in various scenarios including:

- as a responsible employer
- contaminated land management
- Council land, building and asset management
- emergency response
- land use planning (including development approvals and demolition)
- management of naturally occurring asbestos
- regulation of activities (non-work sites)
- waste management and regulation.

1.1 Objective

The Objectives of this Policy are to outline:

- the role of Council and other organisations in managing asbestos
- Council's relevant regulatory powers
- Council's approach to dealing with naturally occurring asbestos, sites contaminated by asbestos and emergencies or incidents
- general advice for residents on renovating homes that may contain asbestos
- Council's development approval process for developments that may involve asbestos and conditions of consent
- waste management and regulation procedures for asbestos waste in the LGA
- Council's approach to managing asbestos containing materials in Council workplaces
- sources of further information.

1.2 Scope

This Policy applies to all of the Camden LGA within Council's jurisdiction.

The Policy provides information for Council workers, the local community and wider public. Part 1 of the Policy includes the sections that are likely to be of most interest to the local community and wider public. Part 2 is information that applies to workers associated with Council including employees, contractors, consultants, and volunteers (as defined by the NSW *Work Health and Safety Regulation 2011*). Definitions for key terms used in the Policy are provided in Appendix C and acronyms are listed in Appendix D.

The Policy applies to friable, non-friable (bonded) and naturally occurring asbestos (where applicable) within the LGA.

The Policy outlines Council's commitment and responsibilities in relation to safely managing asbestos and contains general advice. For specific advice, individuals are encouraged to contact Council or the appropriate organisation (contact details are listed in Appendix E).

The Policy does not provide detail on specific procedures. Practical guidance on how to manage risks associated with asbestos and asbestos containing material can be found in the:

- *Code of practice on how to manage and control asbestos in the workplace* (catalogue no. WC03560) published by WorkCover NSW.
- *Code of practice on how to safely remove asbestos* published by WorkCover NSW (catalogue no. WC03561) published by WorkCover NSW.
- Additional guidance material listed in Appendix B.

Detailed information on Council's procedures and plans may be found in other documents, which are referenced in part 2 under section 18.1.

2. Definitions

Definitions are provided in Appendix C.

Part 2. - Policy Statement

3. Roles and responsibilities of Council

3.1 Educating residents

Council will provide assistance where possible to residents to access appropriate information and advice on the:

- prohibition on the use and re-use of asbestos containing materials
- requirements in relation to development, land management and waste management
- risks of exposure to asbestos
- safe management of asbestos containing materials
- safe removal and disposal of minor quantities of asbestos containing materials.

Educational information and website links for educational materials can be found in Appendices A and B.

3.2 Managing land

Council is responsible for managing public land. This may include land with naturally occurring asbestos as described in section 5 and land contaminated with asbestos as outlined in section 6.

3.3 Managing waste

Where Council is the appropriate regulatory authority, Council is responsible for:

- Issuing clean up notices to address illegal storage or disposal of asbestos waste or after an emergency or incident (under the *Protection of the Environment Operations Act 1997*).
- Issuing prevention or clean up notices where asbestos waste has been handled (including stored, transported or disposed of) in an unsatisfactory manner (under the *Protection of the Environment Operations Act 1997*).
- Issuing penalty infringement notices for improper transport of asbestos (under the *Protection of the Environment Operations Act 1997*).
- Applying planning controls to proposals to dispose of asbestos waste on-site, seeking advice from the Environment Protection Authority (EPA) on this matter and making notation on planning certificates (section 149 certificates) where on-site disposal is permitted.

Waste facilities that are licensed to accept asbestos waste are listed in Appendix F.

3.4 Regulatory responsibilities

Council has regulatory responsibilities under the following legislation, policies and standards in situations where Council is the appropriate regulatory authority or planning authority:

- *Australian Standard AS 2601 – 2001: The demolition of structures*
- *Contaminated Land Management Act 1997*
- *Environmental Planning and Assessment Act 1979*
- *Environmental Planning and Assessment Regulation 2000*
- *Local Government Act 1993*
- *Protection of the Environment Operations Act 1997*
- *Protection of the Environment Operations (General) Regulation 2009*
- *Protection of the Environment Operations (Waste) Regulation 2005*
- *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*
- *State Environmental Planning Policy No. 55 – Remediation of Land.*

Additional legislation, policies and standards relating to the safe management of asbestos are listed in Appendix G.

The situations in which Council has a regulatory role in the safe management of asbestos are listed in Table 1.

Table 1: Situations in which Council has a regulatory role in managing asbestos

Issue	Council's role	Section of Policy
Contaminated land	<ul style="list-style-type: none"> Record known asbestos site contamination on section 149 certificates where practicable and for Council workplaces, record on Council's asbestos register. Notify stakeholders of land use planning Policy requirements relating to contamination. Manage residential asbestos contaminated land that is not declared 'significantly contaminated' under the <i>Contaminated Land Management Act 1997</i> (excluding oversight of removal or remediation work which is the role of WorkCover). 	Sections 5 and 6
Development assessment	<ul style="list-style-type: none"> Assess development applications for approval under the <i>Environmental Planning and Assessment Act 1979</i>. Set conditions of consent for renovations, alterations, additions, demolitions or other developments requiring consent and which may involve disturbance of asbestos containing materials. Ensure compliance with development conditions. Apply conditions relating to development involving friable and non-friable asbestos material under the relevant legislation and planning codes and as outlined in section 9. 	Section 9
Demolition	<ul style="list-style-type: none"> Approve demolition under the <i>Environmental Planning and Assessment Act 1979</i>. Council certifiers approve development as complying development under the <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i>. 	Section 9
Emergencies and incidents	<ul style="list-style-type: none"> Regulate the clean up of asbestos waste following emergencies where sites are handed over to the Council or a local resident by an emergency service organisation (excluding oversight of licensed removal or remediation work which is the role of WorkCover). Council may consider the need to issue a clean up notice, Prevention Notice or cost compliance notice under the <i>Protection of the Environment Operations Act 1997</i>. 	Section 7
Naturally occurring asbestos	<ul style="list-style-type: none"> Verify compliance with environmental planning and assessment legislation for development applications that could disturb naturally occurring asbestos. Prepare an asbestos management plan for Council workplaces or road works which occur on land containing naturally occurring asbestos. 	Section 5
Residential premises	<ul style="list-style-type: none"> Respond to any public health risks (risks to Council workers and wider public) relating to the removal of asbestos containing materials or asbestos work at residential properties that does not involve a business or undertaking. Respond to complaints about unsafe work at a residential property that is undertaken by a resident (not a worker, which is the role of WorkCover). Respond to public health risks posed by derelict properties or asbestos materials in residential settings. 	Section 9
Waste	<ul style="list-style-type: none"> Manage waste facilities in accordance with environmental protection legislation. Respond to illegal storage, illegal dumping and orphan waste. Regulate non-complying transport of asbestos containing materials. 	Section 10

3.5 Responsibilities to workers

Council is committed to fulfilling its responsibilities to workers under the NSW *Work Health and Safety Act 2011* and NSW *Work Health and Safety Regulation 2011* and maintaining a safe work environment through Council's:

- general responsibilities;
- education, training and information for workers;
- health monitoring for workers on a risk exposure basis; and
- procedures for identifying and managing asbestos containing materials in Council premises.

These responsibilities are outlined in part 4 of this Policy.

4. Other stakeholders involved in managing asbestos

Council will where possible work collaboratively with other government agencies and where appropriate, other stakeholders as needed to respond to asbestos issues.

Appendix E notes useful contacts and Appendix H notes agencies involved in managing asbestos. Various asbestos scenarios requiring stakeholders to work together are outlined in Appendix I.

Part 3 – Asbestos in the Local Government Area: Information for the community

5. Naturally occurring asbestos

Council is not aware of any naturally occurring asbestos in the Camden Council LGA.

Naturally occurring asbestos only poses a health risk when elevated levels of fibres are released into the air, either by human activities or by natural weathering and these fibres are breathed in by people. Information on naturally occurring asbestos, work processes that have the potential to release naturally occurring asbestos fibres into the air and known locations of naturally occurring asbestos in NSW is provided in Appendix A under section 2.1. This information is indicative, and not a complete picture of all naturally occurring asbestos in NSW.

6. Contamination of land with asbestos

Background information on contamination of land with asbestos and potential disturbance of asbestos contaminated sites can be found in Appendix A under sections 2 and 3. The nature of asbestos contamination of land can vary significantly and there can be a number of different mechanisms available to address this contamination depending upon its source and extent.

6.1 Responsibilities for contaminated land

Responsibility for cleaning up contaminated land lies with the person responsible for contaminating the land or the relevant landowner.

Council may issue a Clean Up Notice to the occupier of premises at or from which Council reasonably suspects that a pollution incident has occurred, or is occurring, requiring asbestos waste to be removed (under part 4.2 of the *Protection of the Environment Operations Act 1997*).

Council may also issue Prevention Notices (under part 4.3 of the *Protection of the Environment Operations Act 1997*) to ensure good environmental practice. If a person does not comply with a Prevention Notice given to the person, Council employees, agents or contractors may take action to cause compliance with the notice.

Any reasonable costs incurred by Council in monitoring or enforcing clean up and prevention notices may be recovered through the issuing of a compliance cost notice (under part 4.5 of the

Protection of the Environment Operations Act 1997). Council shall keep records of: tasks undertaken; the hours Council employees have spent undertaking those tasks; and expenses incurred.

Protection of the Environment Operations Act 1997 defines waste as follows:-

waste includes:

(a) any substance (whether solid, liquid or gaseous) that is discharged, emitted or deposited in the environment in such volume, constituency or manner as to cause an alteration in the environment, or

(b) any discarded, rejected, unwanted, surplus or abandoned substance, or

(c) any otherwise discarded, rejected, unwanted, surplus or abandoned substance intended for sale or for recycling, processing, recovery or purification by a separate operation from that which produced the substance, or

(d) any processed, recycled, re-used or recovered substance produced wholly or partly from waste that is applied to land, or used as fuel, but only in the circumstances prescribed by the regulations, or

(e) any substance prescribed by the regulations to be waste.

A substance is not precluded from being waste for the purposes of this Act merely because it is or may be processed, recycled, re-used or recovered.

During site redevelopment Council will consider contamination with asbestos containing materials in the same way as other forms of contamination as stipulated by the *Environmental Planning and Assessment Act 1979*. That is, Council will apply the general requirements of *State Environmental Planning Policy (SEPP) No. 55 – Remediation of Land* and the *Managing Land Contamination: Planning Guidelines SEPP 55 – Remediation of Land*.

Council provides information about land contamination on planning certificates (issued under section 149 of the *Environmental Planning and Assessment Act 1979*) as outlined in section 6.2.

For sites that are 'significantly contaminated' and require a major remediation program independent of any rezoning or development applications, the EPA and WorkCover are the lead regulatory authorities as outlined in Appendix A under section 2.4.2.

The management of Council workplaces contaminated with asbestos is outlined in section 14.4.

6.2 Finding out if land is contaminated

A person may request from Council a planning certificate containing advice on matters including whether Council has a Policy to restrict the use of land due to risks from contamination. Certificates are issued under section 149(2) of the *Environmental Planning and Assessment Act 1979*.

Factual information relating to past land use and other matters relevant to contamination may also be provided, even when land use is not restricted. When Council receives a request for a certificate under section 149(2), it may also inform applicants of any further information available under section 149(5). Council may also use section 149(5) certificates to record other information, particularly anything else of a factual nature about contamination which Council deems appropriate (such as details of land history, assessment, testing and remediation).

Council records can only indicate known contaminated sites. Any site may potentially be contaminated.

6.3 Duty to report contaminated land

A person whose activities have contaminated land or a landowner whose land has been contaminated is required to notify the EPA when they become aware of the contamination (under

section 60 of the *Contaminated Land Management Act 1997*). Situations where this is required are explained in the document: *Guidelines on the duty to report contamination under the Contaminated Land Management Act 1997*.

The EPA will inform Council of contaminated land matters relating to the LGA as required under section 59 of the *Contaminated Land Management Act 1997*.

6.4 Derelict buildings

From time to time concerns regarding potential health risks from derelict properties may be directed to Council. Derelict properties include abandoned buildings; fire damaged buildings and otherwise dilapidated buildings. Where derelict properties contain friable asbestos and asbestos is exposed, either from human activities or weathering, this may pose a potential risk to public health.

Council may respond to derelict properties that pose a demonstrable public health risk using a range of regulatory tools according to the particular circumstances.

Council may issue a Clean Up Notice or Prevention Notice and compliance cost notice as noted in section 6.1.

Council may also order a person to demolish or remove a building if the building is so dilapidated as to present harm to its occupants or to persons or property in the neighbourhood (under section 121B 2(c) of the *Environmental Planning and Assessment Act 1979*). An order may require immediate compliance with its terms in circumstances which the person who gives the order believes constitute a serious risk to health or safety or an emergency (under section 121M of the *Environmental Planning and Assessment Act 1979*). If a person fails to comply with the terms of an order, Council may act under section 121ZJ of the *Environmental Planning and Assessment Act 1979* to give effect to the terms of the order, including the carrying out of any work required by the order.

If the derelict building is on a site that is a workplace then WorkCover is the lead agency responsible for ensuring that asbestos is removed by appropriately licensed removalists.

7. Responding to emergencies and incidents

Emergencies and incidents such as major collapses, cyclones, explosions, fires, storms, or vandalism can cause damage to buildings or land that contain asbestos. This can create site contamination issues and potentially expose emergency service workers and the wider public to asbestos. Emergencies or incidents can arise from natural hazards, or from accidental or deliberate human activities including criminal activity.

7.1 Responsibilities in the clean up after an emergency or incident

Council may play a role in ensuring that asbestos containing materials are cleaned up after an emergency or incident. If the emergency or incident occurs at a workplace, WorkCover is the lead agency.

Council may issue a clean up, prevention, cost compliance or penalty infringement notice as outlined in section 3.3 and section 6.1.

Alternatively, Council may act under the *Environmental Planning and Assessment Act 1979* as outlined in section 6.4 of this Policy.

Council will determine an appropriate response depending on the nature of the situation.

This may include to:

- Require the owner of the land to seek advice from an occupational hygienist on the likely level of risk and appropriate controls required.
- Liaise with or consult the appropriate agencies.

- Inform emergency personnel of any hazards known to Council as soon as practicable.
- Follow the *Code of practice on how to safely remove asbestos* (catalogue no. WC03561) published by WorkCover NSW.
- Ensure that any Council workers attending the site have appropriate training and are wearing appropriate personal protective equipment.
- Require the owner of the land to fence the land to exclude the public from the site.
- Inform the public of the potential sources of exposure to asbestos, health risks and emergency management response.
- Minimise the risks posed by any remaining structures (see section 6.4).
- Require the owner of the land to address the risks posed by disturbed asbestos containing materials by engaging a licensed removalist (as outlined in section 14.6.2) or issuing a clean up or Prevention Notice (as outlined in section 6.4) to ensure asbestos containing materials are removed for disposal.
- Require the owner of the land to ensure that the site is kept damp, at all times or sprayed with PVA glue, particularly where friable asbestos is present, if considered appropriate (noting that in some instances this may not be appropriate, for example if there are live electrical conductors or if major electrical equipment could be permanently damaged or made dangerous by contact with water).
- Require the owner of the land to ensure that asbestos containing materials are disposed of at a facility licensed to accept asbestos waste and sight proof of appropriate disposal through weighbridge dockets or similar documentation.

7.2 Advice to the public regarding clean up after an emergency or incident

During a clean up after an emergency or incident, the possibility of neighbours being exposed to asbestos fibres may be very low if precautions are taken to minimise the release and inhalation of asbestos dust and fibres.

As a precautionary measure, where Council is involved in a clean up, Council may consider advising those in neighbouring properties to:

- avoid unnecessary outdoor activity and do not put any laundry outside during the clean up
- close all external doors and windows and stay indoors during the clean up
- consider avoiding using air conditioners that introduce air from outside into the home during the clean up
- dispose of any laundry that may have been contaminated with asbestos as asbestos waste after the clean up (advice on disposing of asbestos waste is provided in section 10)
- use a low pressure hose on a spray configuration to remove visible dust from pathways after the clean up
- wipe dusty surfaces with a damp cloth and bag and dispose of the cloth as asbestos waste after the clean up (advice on disposing of asbestos waste is provided in section 10)
- any other measures recommended by an occupational hygienist following assessment of the situation.

8. Council's process for changing land use

Council recognises the need to exercise care when changing zoning for land uses, approving development or excavating land due to the potential to uncover known or unknown asbestos material from previous land uses (for example, where a site has been previously been used as a landfill or for on-site burial of asbestos waste).

State Environmental Planning Policy No. 55 – Remediation of Land states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. Prior to the approval of a development consent Council must satisfy itself that all efforts are undertaken by the proponent to ensure that all investigations are undertaken to the fullest extent to ensure that the subject land is free from contamination such that future occupants or land users will not be placed in a position of risk. If the land is unsuitable, remediation must take place before the land is developed.

Managing sites contaminated with asbestos material is addressed in section 6.

9. Council's process for assessing development

This section applies to development applications assessed under the *Environmental Planning and Assessment Act 1979* and complying development applications assessed under the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* or Council's complying codes (see section 9.5.2). This includes alterations and additions to residential development, which may include internal work as well as extensions to the existing main structure, or changes to outbuildings, sheds or garages.

This section also covers renovations that do not require development consent or a complying development certificate. Development consent is not required to maintain an existing structure. For example, the replacement of windows, doors and ceilings may involve the removal of asbestos but does not constitute development under the *Environmental Planning and Assessment Act 1979*. In these instances, Council can play an educative role in providing owners and occupiers with advice and information about the identification and safe management of asbestos.

9.1 Responsibilities for approving development

Council is the consent authority for the majority of development applications in the LGA. The Joint Regional Planning Panel (JRPP) is also a consent authority for certain local or regional development. Council may have representation on the JRPP and will provide advice on any risk due to contamination to the Panel prior to consideration or approval.

Where asbestos has been identified or may be reasonably assumed to be present, Council or the JRPP may impose conditions of consent and a waste management plan to the development consent to ensure the safe removal of asbestos.

Either Council or a private certifier may assess a complying development certificate. Where a private certifier is engaged to assess a complying development certificate, the private certifier is responsible for ensuring that the proposed development activities include adequate plans for the safe removal and disposal of asbestos.

This also applies to the demolition of buildings. Certifiers are able to issue a complying development certificate under the Demolition Code of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. Further information on demolition is provided in section 9.4.

When a private certifier issues a complying development certificate and is appointed as the Principal Certifying Authority for the development it is the certifier's responsibility to follow up to ensure that works including asbestos handling, removal and disposal if present, are carried out appropriately in accordance with the *Environmental Planning and Assessment Regulation 2000* (clause 136E). Compliance is covered in section 9.7.

9.2 Providing advice to home owners, renovators and developers

Council is committed to providing information to minimise the risks from asbestos in the LGA. Information is provided below and in Appendix A. Appendix B lists additional sources of information on how to deal safely with the risks of asbestos and Appendix J lists asbestos containing products that may be found around the home.

The key points are:

- Before any renovation, maintenance or demolition work is carried out, any asbestos or asbestos containing materials should be identified (refer to section 9.3).

- Where a material cannot be identified or it is suspected to be asbestos, it is best to assume that the material is asbestos and take appropriate precautions.
- If asbestos containing materials can be maintained in good condition it is recommended that they be safely contained, left alone and periodically checked to monitor their condition, until demolition or redevelopment. If asbestos materials cannot be safely contained, they should be removed as outlined in section 9.4.
- For demolition or redevelopment, any asbestos containing materials should be safely removed and disposed of prior to the work commencing.

Anyone who is undertaking renovations themselves without a contractor is encouraged to refer to Appendices A and B for more information and contact Council where they require further advice or clarification. Anyone engaging an asbestos removal contractor may contact WorkCover with any queries as WorkCover regulates asbestos removal by workers (as explained in section 9.4). Contact details for Council and WorkCover are provided in Appendix E.

9.3 Identifying asbestos

Information on common places where asbestos is likely to be found in residential, commercial and industrial premises with materials from prior to 2004 on the premises is provided in Appendix A.

A person may apply to Council for a planning certificate (called a section 149 certificate) for the relevant land. Council may provide information on a planning certificate including whether Council has a Policy to restrict the use of land due to risks from asbestos contamination, as outlined in section 6.2.

Council aims to ensure that records are, as far as possible, accurate. In some instances, Council may not have up-to-date information about asbestos for a property. Council may be able to provide general advice on the likelihood of asbestos being present on the land based on the age of the buildings or structures on the land. A general guide to the likelihood of asbestos presence based on building age is provided in Appendix A under section 2.2.

The most accurate way to find out if a building or structure contains asbestos is to obtain an asbestos inspection by a person competent in the identification and assessment of asbestos, such as an occupational hygienist (a competent person is defined by the NSW *Work Health and Safety Regulation 2011*). This is highly advisable before undertaking major renovations to buildings constructed, or containing materials from prior to 2004.

Property owners and agents are encouraged to inform any tenants or occupiers of the presence of asbestos and to address any potential asbestos hazards where appropriate.

Property owners who let their properties out are required to identify any asbestos within those properties before any work is carried out (this includes residential properties).

The *Work Health and Safety Regulation 2011* states that the person conducting a business or undertaking in any building constructed before 31 December 2003 must identify if there is any asbestos in the building.

All commercial properties that contain asbestos must have and maintain a current asbestos register and asbestos management plan.

9.4 Removing asbestos, refurbishments and demolitions

9.4.1 Removing asbestos at domestic premises

If development is undertaken by contractors, as is the case with a lot of home renovations, then the work is considered to be at a workplace and is regulated by WorkCover under the NSW *Work Health and Safety Regulation 2011*. This requires that a person conducting a business or undertaking who is to carry out refurbishment or demolition of residential premises must ensure that all asbestos that is likely to be disturbed by the refurbishment or demolition is identified and, so far as reasonably practicable, is removed before the refurbishment or demolition is commenced.

Depending on the nature and quantity of asbestos to be removed, a licence may be required to remove the asbestos. The requirements for licenses are outlined below and summarised in the table in Appendix K. WorkCover is responsible for issuing asbestos licences.

Friable asbestos must only be removed by a licensed removalist with a friable (Class A) asbestos removal licence. Except in the case of the removal of:

- asbestos containing dust associated with the removal of non-friable asbestos, or
- asbestos containing dust that is not associated with the removal of friable or non-friable asbestos and is only a minor contamination (which is when the asbestos contamination is incidental and can be cleaned up in less than one hour).

The removal of more than 10 square metres of non-friable asbestos or asbestos containing material must be carried out by a licensed non-friable (Class B) or a friable (Class A) asbestos removalist.

The removal of asbestos containing dust associated with the removal of more than 10 square metres of non-friable asbestos or asbestos containing material requires a non-friable (Class B) asbestos removal licence or a friable (Class A) asbestos removal licence.

Removal of 10 square metres or less of non-friable asbestos may be undertaken without a licence. However, given the risks involved, Council encourages residents to consider engaging a licensed asbestos removal contractor. The cost of asbestos removal by a licensed professional is comparable in price to most licensed tradespeople including electricians, plumbers and tilers.

All asbestos removal should be undertaken in accordance with the *Code of practice on how to safely remove asbestos* (catalogue no. WC03561).

If a residential premise is a workplace, the licensed asbestos removalist must inform the following persons before licensed asbestos removal work is carried out:

- the person who commissioned the work
- a person conducting a business or undertaking at the workplace
- the owner and occupier of the residential premises
- anyone occupying premises in the immediate vicinity of the workplace (as described in section 467 of the *NSW Work Health and Safety Regulation 2011*).

In certain circumstances, a premise may be used for both residential and commercial purposes and is therefore classified as a workplace.

All licensed asbestos removal must be:

- supervised by a supervisor named to WorkCover
- notified to WorkCover at least five days prior to the work commencing.

Requirements for the transport and disposal of asbestos waste are covered in section 10.

9.4.2 Removing asbestos at workplaces

The *NSW Work Health and Safety Regulation 2011* specifies requirements for demolition and refurbishment at a workplace with structures or plants constructed or installed before 31 December 2003. WorkCover is the lead agency for regulating the safe management of asbestos at workplaces.

9.4.3 Obtaining approval for demolition

Demolition work must comply with *Australian Standard AS 2601 – 2001: The demolition of structures*. In most circumstances demolition of a structure requires development consent or a complying development certificate. Applicants need to enquire to Council as to whether and what type of approval is required. Where a development application is required Council's standard conditions need to be applied to ensure that asbestos is safely managed. Council's conditions for development consent are referred to in section 9.6.

A wide range of development, including residential, industrial and commercial development, can be approved for demolition as complying development under the Demolition Code of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* and the *Environmental Planning and Assessment Regulation 2000* provides mandatory conditions for complying development certificate applications.

The *Code of practice for demolition work* (published by Safe Work Australia in 2012) provides practical guidance to persons conducting a business or undertaking on how to manage the health and safety risks associated with the demolition work. The *Code of practice for demolition work* applies to all types of demolition work.

9.5 Exempt or complying development

9.5.1 Exempt development

Exempt development does not require any planning or construction approval if it meets the requirements of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

This means that there is no ability for Council or a private certifier to impose safeguards for the handling of asbestos through conditions of development consent. However, Council advises that all asbestos removal work should be carried out in accordance with the *Code of practice on how to safely remove asbestos* (catalogue no. WC03561).

9.5.2 Complying development

The *Environmental Planning and Assessment Regulation 2000* (clause 136E) outlines conditions under which a complying development certificate can be issued for development that involves building work or demolition work and friable or non-friable asbestos.

Applications for complying development certificates must include details of the estimated area (if any) in square metres of friable and/or non-friable asbestos material that will be disturbed, repaired or removed in carrying out the development (under Schedule 1 part 2 of the *Environmental Planning and Assessment Regulation 2000*).

Where more than 10 square metres of non-friable asbestos is to be removed, a contract evidencing the engagement of a licensed asbestos removal contractor is to be provided to the principal certifying authority. The contract must specify the landfill site lawfully able to accept asbestos to which the removed asbestos will be delivered.

If the contract indicates that asbestos will be removed to a specified landfill site, the person having the benefit of the complying development certificate must give the principal certifying authority a copy of a receipt from the operator of the landfill site stating that all the asbestos material referred to in the contract has been received by the operator.

If the work involves less than 10 square metres of non-friable asbestos and is not undertaken by a licensed contractor, it should still be undertaken in a manner that minimises risks as detailed in the *Code of practice on how to safely remove asbestos* (catalogue no. WC03561). In instances where asbestos removal is less than 10 square metres of non-friable asbestos and not from a place of work, then WorkCover would not be the agency responsible for regulating this activity. Concerns or complaints may be directed to Council as outlined in section 11.

The *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* outlines the requirements for the applicant to notify their neighbours that works may include asbestos removal.

Further requirements to inform other persons of licensed asbestos removal are described in section 467 of the *NSW Work Health and Safety Regulation 2011* as noted in section 9.4.1 of this Policy.

9.6 Development applications

If a proposed building does not meet the requirements of exempt or complying development then there is a final planning approval option: a development application (DA). A DA can only be approved by a local Council, the JRPP or, for very large, State-significant development proposals, the State Government. A development application needs to be prepared and it will be assessed in accordance with the development standards established by Council. Council may undertake a site inspection as part of the DA assessment.

9.6.1 Pre-development application advice regarding asbestos

Council's pre-DA service enables proponents to discuss asbestos-related issues with Council prior to lodging a DA, if the issue is raised. Council may inform applicants of this Policy, fact sheets or websites. Generally this may be most relevant to structures erected or modified before the 1980s and any other structure that could be reasonably suspected to contain asbestos including those with building materials from prior to 2004.

9.6.2 Conditions of consent

Council has prepared a set out standard conditions of development consent. These include conditions relating to work that may involve asbestos.

9.7 Compliance and enforcement

9.7.1 Responsibilities for compliance and enforcement

The controls rely on information being provided and checked by the principal certifying authority which may be either the local Council or a private certifier. A private certifier has powers under the *Environmental Planning and Assessment Act 1979* to issue construction certificates, compliance certificates, complying development certificates, occupation certificates and to carry out mandatory inspections. Councils will not always be the principal certifying authority. When a council is not nominated as the principal certifying authority for a complying development certificate or development application, the council may not have any knowledge of the asbestos matter. Accordingly, coordination of compliance and/or enforcement actions between the council and the private certifier will be required.

Where the subject site is **not a worksite (see 9.4.1)** Council may take action on any development for which Council has issued the development consent, even when not appointed as the principal certifying authority to ensure enforcement. Where Council receives a complaint about a development for which Council is not the principal certifying authority, Council should consider whether Council is the appropriate authority to resolve the matter. Complaints that warrant action by councils because of their greater enforcement powers include:

- urgent matters, for example, a danger to the public or a significant breach of the development consent or legislation
- matters that are not preconditions to the issue of the occupation/subdivision certificate.

In relation to naturally occurring asbestos, Council is to verify compliance with environmental planning and assessment legislation and together with the EPA and WorkCover is to coordinate enforcement where non-compliance is suspected.

9.7.2 Compliance strategies

Illegal works include:

- works that are undertaken without a required development consent or complying development certificate
- works that are undertaken that do not comply with the conditions of the development consent or complying development certificate.

Where Council becomes aware of illegal work involving asbestos or asbestos containing materials, Council will notify WorkCover if the site is a workplace.

The *Environmental Planning and Assessment Act 1979* empowers Council to issue orders to direct specific work be undertaken to comply with a development consent.

Council may need to issue an Order under the *Local Government Act 1993* (section 124) to direct a person to 'do or refrain from doing such things as are specified in the order to ensure that land is, or premises are, placed or kept in a safe or healthy condition.'

Council may also issue a Clean Up Notice or Prevention Notice under the *Protection of the Environment Operations Act 1997* as outlined in section 6.1 of this Policy.

Council may audit asbestos-related demolition works which Council has recently approved by using a legal notice under section 192 of the *Protection of the Environment Operations Act 1997* to require developers to provide information and records regarding disposal of their asbestos waste.

Council may, in the future develop strategies for monitoring and enforcing compliance or a compliance manual or breach Policy.

10. Managing asbestos as a waste

It is illegal to dispose of asbestos waste in domestic garbage bins or to recycle, reuse, bury or illegally dump asbestos waste. Asbestos must not be placed in general waste skip bins, yet there have been instances where asbestos has been illegally placed in skip bins by third parties. Members of the public need to be aware of this hazard and may need to secure their skip bins to prevent a third party from illegally disposing of asbestos in the skip bin.

Asbestos waste (in any form) must only be disposed of at a landfill site that may lawfully receive asbestos waste.

10.1 Responsibilities for asbestos waste management

Council's responsibilities for asbestos waste management are outlined in section 3.3.

The handling and, where appropriate, temporary storage of asbestos waste at worksites is regulated by WorkCover NSW.

The EPA regulates premises that have or require an environment protection licence in accordance with the *Protection of the Environment Operations Act 1997*. A licence is required where more than 5 tonnes of asbestos waste, brought from off-site, is stored at any time. All other sites where asbestos waste is stored, typically those that are non-work sites, are regulated by local Councils.

10.2 Handling asbestos waste for disposal

The *Code of practice on how to safely remove asbestos* (catalogue no. WC03561) provides details on waste containment and disposal and controls applicable to all types of asbestos removal (in section 4.8 of the Code).

10.3 Transporting asbestos waste

The following requirements apply to the transport of asbestos waste and non-compliance with these requirements is an offence under the *Protection of the Environment Operations (Waste) Regulation 2005* clause 42(3):

- a. non-friable asbestos material must be securely packaged at all times
- b. friable asbestos material must be kept in a sealed container
- c. asbestos-contaminated soils must be wetted down
- d. all asbestos waste must be transported in a covered, leak-proof vehicle.

Asbestos waste that is transported interstate must be tracked in accordance with the *Protection of the Environment Operations (Waste) Regulation 2005*. Asbestos waste transported within New South Wales does not need to be tracked. The waste tracking system is administered by the EPA.

An environment protection licence is required to transport asbestos waste interstate where any load contains more than 200 kilograms of asbestos waste.

It is an offence to transport waste to a place that cannot lawfully receive that waste, or cause or permit waste to be so transported (under section 143 of the *Protection of the Environment Operations Act 1997*). Penalty notices may be issued for \$1500 (to individuals) and \$5000 (to corporations).

10.4 Disposing of asbestos waste at waste facilities

Camden Council does not own or operate any waste facility and the requirements for the disposal and disposal point may change from time to time dependant on the commercial operator. The one waste facility operated in the Camden LGA is owned and operated by Sita Australia and is situated at 275 Richardson Road, Spring Farm NSW 2570.

Some SITA sites accept asbestos wastes. However, special conditions apply due to health risks associated with handling these wastes. For more information about SITA's acceptance of asbestos please call our Customer Service Centre on 13 13 35. For Sydney Metropolitan customers please call 1300 651 116.

Persons delivering waste to a landfill site must comply with the following requirements:

- a person delivering waste that contains asbestos to a landfill site must inform the landfill occupier of the presence of asbestos when delivering the waste.
- when unloading and disposing of asbestos waste at a landfill site, the waste must be unloaded and disposed of in such a manner as to prevent the generation of dust or the stirring up of dust.

Non-compliance with these requirements is an offence under the *Protection of the Environment Operations (Waste) Regulation 2005* and these offences attract strong penalties.

10.4.1 Rejection of asbestos waste from waste facilities

Asbestos waste may be rejected from a waste facility if the waste is:

- not correctly packaged for delivery and disposal (as per sections 10.2 and 10.3)
- not disclosed by the transporter as being asbestos or asbestos containing materials, or
- taken to a waste facility that does not accept asbestos waste.

Where waste is rejected, the waste facility must inform the transporter of the waste of a waste facility to which the waste may be transported, that is, a waste facility at which the waste can be legally accepted (as required by the *Protection of the Environment Operations (Waste) Regulation 2005*).

Individuals may be fined \$1500 and corporations may be fined \$5000 under the *Protection of the Environment Operations Act 1997* and *Protection of the Environment Operations (Waste) Regulation 2005* for transporting asbestos waste to a facility that cannot lawfully receive asbestos waste.

10.5 Illegal dumping of asbestos waste

Illegal dumping is the unlawful deposit of waste onto land. That is waste materials dumped, tipped or otherwise deposited onto private or public land where no licence or approval exists to accept such waste. Illegal landfilling, which is waste used as fill material with the consent of the owner or occupier of the land but without the necessary Council or EPA approvals, is also considered to be illegal dumping and pollution of land.

Illegal dumping of asbestos waste in public places such as parks, streets or nature strips can attract regulatory action including:

- on the spot fines of up to \$5000

- prosecution for pollution of land of up to \$1 million for a corporation and \$120,000 for each day the offence continues (under section 142A of the *Protection of the Environment Operations Act 1997*), or
- up to \$1 million, or seven years imprisonment, or both for an individual (under section 119 of the *Protection of the Environment Operations Act 1997*).

The responsibility for cleaning up illegally dumped waste lies with the person or company that deposited the waste. If they cannot be identified the relevant landowner becomes the responsible party.

Local Councils are the appropriate regulatory authority for illegal dumping unless:

- the activity was part of the carrying on of an activity listed in Schedule 1 of the *Protection of the Environment Operations Act 1997*
- the activity was carried out by a public authority or the state, or
- the site is regulated by a different authority such as the Minister for Planning and Infrastructure.

A handbook to assist Aboriginal communities to prevent and arrange the clean up of illegal dumping (published by the EPA) is noted in Appendix B.

10.6 Asbestos remaining on-site

The disposal of asbestos on site is not encouraged as it requires an effective ongoing system of long term management to ensure the material does not pose unacceptable risks to future site activities and occupants. For on-site burial of asbestos waste, Council will seek advice from the EPA. Council will confirm if on-site disposal is permitted under planning controls whether or not consent is required and will require recording of on-site disposal on the zoning certificate (section 149 certificate).

11. Complaints and investigations

Complaints and enquiries may be directed to Council about incidents in public places and private properties. Complaints and enquiries regarding a workplace should be directed to WorkCover NSW. Complaints and enquiries regarding licensed premises under the *Protection of the Environment Operations Act 1997* should be directed to the EPA.

Council will respond to complaints and enquiries regarding:

- Council's requirements in relation to development, land management and waste management
- derelict properties
- general asbestos safety issues
- illegal dumping
- safe removal and disposal of minor quantities of asbestos materials
- unsafe work at a residential property conducted by a homeowner or tenant.

Complaints about Council in relation to asbestos may be directed to the NSW Ombudsman.

Part 4 – Management of asbestos risks within Council

12. Rights and responsibilities of workers at the Council workplace

12.1 Duties of Council workers at the Council workplace

12.1.1 The General Manager

The General Manager has a duty to exercise due diligence to ensure that Council complies with the NSW *Work Health and Safety Act 2011* and the NSW *Work Health and Safety Regulation 2011*. This includes taking reasonable steps to ensure that Council has and uses appropriate resources and processes to eliminate or minimise risks associated with asbestos.

12.1.2 Workers

Workers have a duty to take reasonable care for their own health and safety and that they do not adversely affect the health and safety of other persons. Accordingly workers:

- must comply with this Policy and any reasonable instruction or procedure relating to health and safety at the workplace
- must use any personal protective equipment provided, in accordance with information, training and reasonable instruction provided so far as the worker is reasonably able
- may cease, or refuse to carry out, work if the worker has a reasonable concern that to carry out the work would expose them, or other persons, to a serious health or safety risk, emanating from an immediate or imminent exposure to a hazard
- should ensure they are using the latest version of all relevant procedures, plans, guidelines and legislation (refer to Appendix G).

Managers are responsible for ensuring workers who report to them have access to this Policy and appropriate information, documentation and training.

12.1.3 Prohibited work activities

Council will not permit the use of the following on asbestos or asbestos containing material:

- high pressured water spray (unless for fire fighting or fire protection purposes), or
- compressed air.

Council will not permit the following equipment to be used on asbestos or asbestos containing material unless the use of the equipment is controlled in accordance with the NSW *Work Health and Safety Regulation 2011*:

- power tools
- brooms (note brooms are allowed for use on vinyl floor tiles), or
- any other implements that cause the release of airborne asbestos into the atmosphere.

12.2 Responsibilities of Council to Council workers

12.2.1 Council's general responsibilities

Council has general responsibilities under the NSW *Work Health and Safety Act 2011* and the NSW *Work Health and Safety Regulation 2011*. Accordingly Council will:

- not use any asbestos containing materials (unless in accordance with part 8.1 (419) of the NSW *Work Health and Safety Regulation 2011*) and will not cause or permit asbestos waste in any form to be reused or recycled

- ensure that exposure of a person at the workplace to airborne asbestos is eliminated so far as is reasonably practicable
- ensure that the exposure standard for asbestos (defined in Appendix C) is not exceeded in the workplace
- notify WorkCover immediately if persons are likely to be affected by asbestos fibres or if an air monitoring process records respirable asbestos fibre levels above 0.02 fibres/ml of air
- ensure that any contractors engaged to undertake the removal of asbestos for Council are appropriately licensed
- consult with workers as required by the *Work Health and Safety Act 2011*.

Council will not import asbestos or asbestos containing material into Australia as prohibited under the *Customs (Prohibited Imports) Regulations 1956*. If plant or other materials are imported from countries where asbestos is not yet prohibited, Council shall ensure the plant or materials do not contain asbestos prior to supply or use in the workplace.

12.2.2 Education, training and information for workers

As required by the NSW *Work Health and Safety Act 2011* and NSW *Work Health and Safety Regulation 2011*, Council will:

- provide any information, training, instruction or supervision that is necessary to protect all persons at the workplace from risks to their health and safety arising from work carried out as part of the conduct of Council business
- ensure workers who Council reasonably believes may be involved in asbestos removal work or the carrying out of asbestos-related work in the workplace are trained in the identification, safe handling and suitable control measures for asbestos and asbestos containing material.

Any workers who are involved in any activity listed in Appendix A under section 3 on behalf of, or for, Council shall be provided with access to a copy of this Policy and information and training suitable to their role and the activity.

Workers may be required to sign a statement to the effect that they acknowledge they have received, read and understood a copy of Council's Asbestos Policy and any relevant procedures, or alternatively workers may note this in Council's electronic record keeping system.

Council may also provide information and training to Council employees who may need to respond to asbestos issues related to renovations and developments as outlined in section 9.

Topics training may cover are outlined in the *Code of practice on how to safely remove asbestos* (catalogue no. WC03561).

Education and training will only be provided by appropriately accredited individuals. Education and training may include both initial induction and ongoing reinforcement on a regular basis. Council may wish to provide examples of how education and training will be delivered and reinforced such as tool box meetings, general in-house training or on Council's intranet.

A record of asbestos training undertaken by each worker will be kept until five years after the day the worker ceases to work for Council.

12.2.3 Health monitoring for workers

Council will ensure health monitoring is provided to a worker if they are carrying out licensed asbestos removal work, other ongoing asbestos removal work or asbestos-related work at the workplace for Council and are at risk of exposure to asbestos when carrying out the work.

The health monitoring will be consistent with the *Code of practice on how to safely remove asbestos* (catalogue no. WC03561) and meet the requirements of the NSW *Work Health and Safety Regulation 2011* (part 8.5 Division 1).

Health counselling may be appropriate where a heightened sense of concern exists for individuals possibly exposed to elevated levels of airborne asbestos fibres.

Employees who were exposed to asbestos in the past and if there is a risk to the health of the employee as a result of that exposure, are covered by the *NSW Work Health and Safety Regulation 2011* (clauses 435-444). Council will ensure these employees are kept on the health monitoring program.

13. Identifying and recording asbestos hazards in the Council workplace

This section outlines how Council will identify and record asbestos hazards in the workplace. This section does not cover naturally occurring asbestos which is addressed in section 5 or illegal dumping which is addressed in section 10.5.

13.1 Identifying asbestos

Council will ensure, so far as is reasonably practicable, that all asbestos or asbestos containing material at the workplace is identified by a competent person (as defined by the *NSW Work Health and Safety Regulation 2011*). If a material cannot be identified or accessed, it will be assumed to be asbestos. This does not apply if Council has reasonable grounds to believe that asbestos or asbestos containing material is not present.

13.1.1 Material sampling

Council may choose to identify asbestos or asbestos containing material by arranging for a sample to be analysed. Where Council arranges sampling of asbestos containing material, this will be undertaken by an appropriately trained and competent Council worker or a competent person will be contracted to undertake this task. Analysis of the sample must only be carried out by a National Association of Testing Authorities (NATA) accredited laboratory (refer to Appendix E) or a laboratory approved or operated by the regulator.

13.2 Indicating the presence and location of asbestos

Council will clearly indicate the *presence and location of any asbestos or asbestos containing material identified or assumed at the workplace. Where it is reasonably practicable to do so, Council will indicate the presence and location of the asbestos or asbestos containing material by a label.*

13.3 Asbestos register

Council will, in due course prepare an asbestos register and keep it at the workplace.

Council's asbestos register will be maintained to ensure the register lists all identified (or assumed) asbestos in the workplace and information in the register is up to date. The asbestos register will be accessible, reviewed, revised and otherwise managed as mandated by the *NSW Work Health and Safety Regulation 2011* (clauses 425 – 428).

Council will ensure that any worker carrying out or intending to carry out work at a Council workplace that involves a risk of exposure to airborne asbestos is given a copy of the asbestos register.

13.4 Suspected asbestos

If a worker suspects there is asbestos in a Council workplace, they should inform their manager or supervisor. A competent worker should check the asbestos register for existing asbestos locations and control measures and may need to arrange for an inspection and sampling of the material (refer to section 13.1.1). If it is likely that asbestos or suspected asbestos is present, the asbestos register will be updated and workers will be notified of any newly identified asbestos locations.

Council may need to manage the suspected asbestos as outlined in section 14. If the suspected asbestos has been disturbed and has, or could, become airborne, Council may need to respond immediately as outlined in section 15.

14. Managing asbestos-related risks in the Council workplace

14.1 Asbestos management plan

Council will, in due course prepare an asbestos management plan.

When developed the asbestos management plan will be accessible, reviewed, revised and otherwise managed as mandated by the NSW *Work Health and Safety Regulation 2011* clause 429.

14.2 Asbestos management plan for naturally occurring asbestos

Council is not aware of any naturally occurring asbestos in the workplace. If naturally occurring asbestos is discovered, Council will prepare an asbestos management plan in relation to the naturally occurring asbestos in accordance with the NSW *Work Health and Safety Regulation 2011* part 8.4 (Management of naturally occurring asbestos).

14.3 Management options for asbestos-related risks in the Council workplace

It is envisaged that Council's asbestos management plan will include decisions and reasons for decisions about the management of asbestos at the workplace.

Options for managing asbestos-related risks include:

- removal of asbestos or asbestos containing materials (preferred wherever reasonably practicable)
- interim control measures: enclosure (only for non-friable asbestos), encapsulation (when the original asbestos bond is still intact) or sealing (where the sealed material is unlikely to be subject to mechanical damage) asbestos containing material, to be implemented along with regular inspections by a competent person
- leaving asbestos containing material in situ (deferring action).

Council may undertake an asbestos risk assessment, in consultation with workers and/or their representatives, in order to inform decision-making. Only competent persons will perform risk assessments or any subsequent reviews or revisions of risk assessments.

For all asbestos work or asbestos-related work, safe work practices will be in place and suitable personal protective equipment will be used.

Council is currently in the process of developing new and additional Safe Work Method Statements (SWMS) and are reviewing and refining existing SWMS. Council has developed a Work Health and Safety Policy which enshrines the procedures for risk assessments and risk management.

14.4 Sites contaminated with asbestos that are Council workplaces

Where asbestos is identified as contaminating a workplace, the site will be included in Council's asbestos register and asbestos management plan.

Council may need to ensure that an exposure assessment is undertaken and that appropriate risk management options are determined and implemented.

For asbestos in soil or aggregate, a suitably qualified occupational hygienist must carry out an assessment if the material in the soil and aggregate is unknown or classified as friable.

Council should engage specialists, who may include asbestos removalists, for all cases except in the case of minor, non-friable contaminations.

Further details on managing land contaminated with asbestos may be found in section 6.

14.5 Demolition or refurbishment of Council buildings and assets

Council will ensure that before any demolition or refurbishment of a Council structure or plant constructed or installed before 31 December 2003 is undertaken, the asbestos register is reviewed and a copy provided to the business undertaking the demolition or refurbishment. Council will ensure that any asbestos that is likely to be disturbed is identified and, so far as is reasonably practicable removed.

14.6 Removal of asbestos in the Council workplace

Removal of asbestos or asbestos containing materials in the Council workplace will be undertaken in accordance with the:

- NSW *Work Health and Safety Act 2011*
- NSW *Work Health and Safety Regulation 2011*.

Council may also refer to the *Code of practice on how to safely remove asbestos* (catalogue no. WC03561).

For licensed asbestos removal work, a licensed asbestos removalist must meet the requirements of the NSW *Work Health and Safety Regulation 2011* including the requirements to:

- notify WorkCover at least five days prior to the asbestos removal work commencing. However, in the case of emergency work, such as burst pipes, fires and illegally dumped asbestos, Council may request to WorkCover that this five days period be waived
- prepare, supply and keep an asbestos removal control plan
- obtain a copy of the asbestos register before carrying out asbestos removal work
- inform the person with management or control of the workplace that the licensed asbestos removal work is to be carried out at the workplace
- erect signs and barricades
- limit access to the asbestos removal area
- properly dispose of asbestos waste and dispose of, or treat, contaminated personal protective equipment
- arrange a clearance inspection and clearance certificate.

Where Council is informed that asbestos removal work is to be carried out at the workplace, Council will inform workers and those in the immediate vicinity of the workplace and limit access to the asbestos removal area as per the NSW *Work Health and Safety Regulation 2011*.

14.6.1 Removal by Council employees

In the interest of the protection of Council employees all works associated with the removal of asbestos will be undertaken by suitably trained and qualified external contractors.

Council will ensure that before any contractor undertakes asbestos (or suspected asbestos) removal work they are:

- appropriately trained
- adequately supervised
- provided with appropriate personal protective equipment and clothing
- provided access to this Policy
- provided with information about the health risks and health effects associated with exposure to asbestos and the need for, and details of, health monitoring.

14.6.2 Removal by contractors

Where Council commissions the removal of asbestos at the workplace, Council will ensure asbestos removal work is carried out only by a licensed asbestos removalist who is appropriately

licensed to carry out the work, unless specified in the NSW *Work Health and Safety Regulation 2011* that a licence is not required.

Where Council requires the services of asbestos removalists, Council will require the licence details of asbestos removalists prior to engaging their services and will verify the licence details with the WorkCover Certification Unit prior to entering a contract or agreement with the licensed asbestos removalists.

Council is required to ensure that the work is carried out by a competent person who has been trained in the identification and safe handling of, and suitable control measures for, asbestos and asbestos containing material. Council will therefore require a statement in a written contract or agreement with the licensed asbestos removalist that the licensed asbestos removalist who will undertake the work has been adequately trained.

Council will provide a copy of the asbestos register to the licensed asbestos removalist.

Where Council becomes aware of any breaches by licensed asbestos removalists, Council will report this to WorkCover.

14.6.3 Clearance inspections and certificates

Where Council commissions any licensed asbestos removal work, Council will ensure that once the licensed asbestos removal work has been completed, a clearance inspection is carried out and a clearance certificate is issued by an independent licensed asbestos assessor (for Class A asbestos removal work) or an independent competent person (in any other case) before the asbestos removal area is re-occupied.

The friable asbestos clearance certificate will require visual inspection as well as air monitoring of the asbestos removal site. Air monitoring is mandatory for all friable asbestos removal. The air monitoring must be conducted before and during Class A asbestos removal work by an independent licensed asbestos assessor.

The friable asbestos clearance certificate is to state that there was no visible asbestos residue in the area or vicinity of the area where the work was carried out and that the airborne asbestos fibre level was less than 0.01 asbestos fibres/ml.

15. Accidental disturbance of asbestos by workers

In situations where asbestos is accidentally disturbed by Council work and has, or could, become airborne, Council will act to minimise exposure of workers and the wider public to airborne asbestos.

It may be appropriate that Council:

- stop works in the vicinity of the asbestos immediately
- inform the site supervisor immediately, inform necessary workers and record the incident
- evacuate the area
- provide personal protective equipment and briefing to appropriately trained workers who will respond to the incident
- restrict access to the area and ensure only appropriately trained and equipped Council workers attend the site
- exclude the public from the site and provide information to the public if in a public area
- wet surfaces to reduce the dust levels
- prevent the spread of contamination by using wash down facilities
- provide information, training and supervision to all workers potentially at risk

- contact WorkCover to report the disturbance. WorkCover must be immediately notified if persons are likely to be effected by asbestos fibres or if an air monitoring process records a level above 0.02 fibres/ml of air
- implement an air monitoring program to assess asbestos exposure levels and specific risk control measures.
- liaise with or consult the appropriate agencies
- seek advice from an occupational hygienist
- follow the Code of practice on how to safely remove asbestos (catalogue no. WC03561)
- ensure that asbestos materials are disposed of at a facility licensed to accept asbestos materials, and where contractors have been engaged to dispose of asbestos waste, sight proof of appropriate disposal through weighbridge dockets or similar documentation
- update the asbestos register and notify workers of any newly identified asbestos locations.

16. Council's role in the disposal of asbestos waste

16.1 Responding to illegal dumping

Where Council commissions the removal of illegally dumped asbestos material or suspected asbestos material, Council will ensure this is undertaken in accordance with section 14.6.2.

Where Council becomes aware of illegally dumped asbestos material outside of Council's jurisdiction, Council will promptly notify the relevant authority.

16.2 Transporting and disposing of asbestos waste

Council will transport and dispose of waste in accordance with the legislation and as outlined in section 10.

17. Advice to tenants and prospective buyers of Council owned property

Council may provide advisory notes to tenants and prospective buyers of Council owned property that is likely to contain asbestos.

Council may request that tenants in Council property:

- advise Council of any hazards relating to asbestos
- minimise damage to asbestos containing material
- co-operate with Council in facilitating any risk management work arranged by Council
- act on advice from Council to minimise risks from asbestos.

18. Implementing Council's asbestos Policy

18.1 Supporting documents

The implementation of this Policy is supported by:

- Council's conditions of consent and
- Relevant and available guidelines for disposing of asbestos waste.

Council is also in the process of developing several internal documents that support this Policy.

- *asbestos management plan which will form part of the Work Health Safety Management System (WHSMS)*
- *asbestos register a register will also be developed as part of the WHSMS*
- *complaints handling procedures*
- *employee health monitoring plans*
- *incident report form*
- *maintenance and inspection schedules for Council owned assets will form part of the WHSMS*
- *risk register (eg RiskMAP)*
- *site maps and GPS coordinates for asbestos in landfill*
- *site specific safety management plans*
- *training registers/ records (relevant to identifying, handling and removing of asbestos materials) will form part of the WHSMS*

18.2 Communicating the Policy

This is a publicly available Policy. The Policy is to be made available via:

- Camden Council's Administration centers at 37 John Street Camden or 19 Queen Street Narellan.
- Camden Council's website:- www.camden.nsw.gov.au
- All employees shall receive information about the Policy at induction from Training and Development Officer
- Employee and Community Relations

Any workers (including employees, contractors, consultants and, where relevant, volunteers and members of the public) who are involved in any activity or activities listed in Appendix A under section 3 on behalf of, or for, Council shall be provided with access to a copy of this Policy and relevant supporting documents. This includes any workers involved in commencing, arranging, undertaking, regulating, inspecting or supervising a potentially hazardous activity or activities. Managers are responsible for ensuring workers who report to them have access to the Policy and appropriate information, documentation and training in asbestos awareness (as per the NSW *Work Health and Safety Regulation 2011*) prior to planning the activity or activities. Further information about training is noted in section 12.2.2 of this Policy.

Council shall incorporate a statement regarding compliance with this Policy in all relevant contracts and agreements with workers (including employees, contractors, consultants and, where relevant, volunteers and members of the public).

In the case of any substantive revisions to the Policy, the revisions will be approved by the General Manager and the General Manager will notify all persons who may have cause to undertake, arrange or supervise any activities listed in Appendix A under section 3 on behalf of, or for, Council.

18.3 Non-compliance with the Policy

Failure by workers to adhere to the Policy and failure by managers to adequately inform relevant workers of this Policy shall be considered non-compliance with this Policy.

The appropriate supervisor, manager, director, or the General Manager, shall take action in the case on non-compliance with the Policy and this may include providing education and training, issuing a verbal or written warning, altering the worker's duties, or in the case of serious breaches, terminating the worker's services in accordance with Council's disciplinary procedures. Each case shall be assessed on its merits with the aim of achieving a satisfactory outcome for all parties.

Workers should approach their supervisor or manager if they are experiencing difficulties in understanding or implementing the Policy or if they are concerned that other workers are not complying with the Policy.

19. Variations to this Policy

Council reserves the right to review, vary or revoke this Policy. The General Manager may allow variations to the Policy for minor issues in individual cases.

DRAFT

Appendices

Appendix A – General information and guidance

1. What is asbestos?

Asbestos is the generic term for a number of naturally occurring, fibrous silicate materials. If asbestos is disturbed it can release dangerous fine particles of dust containing asbestos fibres. Breathing in dust containing elevated levels of asbestos fibres can cause asbestosis, lung cancer and mesothelioma.

There are two major groups of asbestos:

- the serpentine group contains chrysotile, commonly known as white asbestos
- the amphibole group contains amosite (brown asbestos) and crocidolite (blue asbestos) as well as some other less common types (such as tremolite, actinolite and anthophyllite).

Further information about the different types of asbestos can be found in enHealth, 2005, Management of asbestos in the non-occupational environment.
[http://www.health.gov.au/internet/main/publishing.nsf/content/FB262D7C35664103CA257420001F2D74/\\$File/asbestos.pdf](http://www.health.gov.au/internet/main/publishing.nsf/content/FB262D7C35664103CA257420001F2D74/$File/asbestos.pdf)

In Australia, in the past asbestos was mined and widely used in the manufacture of a variety of materials. Asbestos was gradually phased out of building materials in the 1980s and the supply and installation of asbestos containing goods has been prohibited in Australia since 31 December 2003.

Asbestos legacy materials still exist in many homes, buildings and other assets. It is estimated that 1 in 3 Australian homes contains building materials with asbestos. Where the material containing asbestos is in a non-friable form (or bonded), undisturbed, and painted or otherwise sealed, it may remain safely in place. However, where the asbestos containing material is broken, damaged or mishandled, fibres can become loose and airborne posing a risk to health. Disturbing or removing asbestos unsafely can create a health hazard.

It is often difficult to identify the presence of asbestos by sight. If you are in doubt, it is best to assume that you are dealing with asbestos and take every precaution. The most accurate way to find out whether a material contains asbestos is to obtain an asbestos inspection by a person competent in the identification and assessment of asbestos such as an occupational hygienist. It can be unsafe for an unqualified person to take a sample of asbestos. Licensed asbestos removalists can be found by using the telephone directory. Council encourages residents to ask the contractor for a copy of their licence prior to engaging them. Residents can then check with WorkCover NSW (phone 13 10 50) to confirm the contractor has the appropriate class of licence for the asbestos removal job.

2. Where is asbestos found?

Asbestos can be found where it occurs naturally and in a variety of materials (from prior to 2004) in residential, commercial and industrial premises and on public and private land.

2.1 Naturally occurring asbestos

Naturally occurring asbestos refers to the natural geological occurrence of asbestos minerals found in association with geological deposits including rock, sediment or soil.

Asbestos is found as a naturally occurring mineral in many areas of NSW. Asbestos may occur in veins within rock formations. [The map provided in Appendix L](#) gives an indication of areas in NSW known to have naturally occurring asbestos.

Work processes that have the potential to inadvertently release naturally occurring asbestos into the air include:

- agriculture
- forestry
- landscaping
- mining
- other excavation or construction activities
- pipe works and telecommunications works
- road construction and road works.

Further information can be found in this Policy under section 5 and in the *Naturally-occurring asbestos fact sheet* (catalogue no. WC03728) published by WorkCover, which provides a photograph of naturally occurring asbestos.

2.2 Residential premises

As a general rule, a house built:

- Before the mid 1980s – is highly likely to contain asbestos containing products.
- Between the mid 1980s and 1990 – is likely to contain asbestos containing products.
- After 1990 – is unlikely to contain asbestos containing products. However, some houses built in the 1990s and early 2000s may have still used asbestos cement materials until the total ban on any activity involving asbestos products became effective from December 2003.

Pipelines installed prior to 1992, particularly black surface coated and grey surface pipes, may contain asbestos.

It is important to note, the most accurate way to find out whether a material contains asbestos is by engaging a licensed asbestos removalist or occupational hygienist to inspect and arrange testing where necessary.

Fibre cement sheeting, commonly known as 'fibro', 'asbestos sheeting' or 'AC sheeting' (asbestos containing sheeting) is the most commonly found legacy asbestos material in residential premises. Other asbestos containing materials were used in 'fibro' houses but also found in brick and timber housing stock from that period. Asbestos materials were sold under a range of commercial names. Some asbestos containing materials found in New South Wales domestic settings are listed in Appendix J.

Common places where asbestos is likely to be found in and around homes include:

Outside

- backyard garden sheds, carports, garages and dog kennels
- electrical meter boards
- imitation brick cladding
- lining under eaves
- wall and roof materials (flat, patterned or corrugated asbestos sheeting).

Inside

- insulation materials in heaters and stoves
- interior walls and sheeting
- sheet materials in wet areas (bathroom, toilet and laundry walls, ceilings and floors)
- vinyl floor tiles, the backing to cushion vinyl flooring and underlay sheeting for ceramic tiles including kitchen splashback.

Asbestos can also be found in:

- angle mouldings (internal and external)
- board around windows and fireplaces
- brake pads and clutch pads to vehicles
- buried and dumped waste materials
- carpet underlay
- ceilings (ceiling tiles or sprayed coatings or loose in the ceiling cavity)
- cement flooring
- external toilets
- fencing
- guttering, downpipes and vent pipes
- inside appliances eg irons, whitegoods
- gable ends
- outbuildings
- ridge capping
- swimming pools – reinforcing marble swimming pools
- ventilators – internal and external.

Other places asbestos can be found are listed in Appendix J.

2.3 Commercial and industrial premises

In commercial and industrial premises, asbestos may be found in the abovementioned places and also:

- asbestos rope or fabric in expansion joints (for example exhaust flues) and insulation
- bituminous waterproof membrane on flat roofs
- brake disc pads and brake linings
- cloth, tapes, ropes and gaskets for packing
- electrical switchboards and duct heater units
- fillers and filters
- fire doors
- lagging on pipes such as heater flues
- lift motor rooms
- pipes, casing for water and electrical/ telecommunication services
- rubber, plastics, thermosetting resins, adhesives, paints, coatings, caulking compounds and sealants for thermal, electrical and insulation applications
- structural beams of buildings
- yarns and textiles eg fire blankets.

Other places asbestos can be found are listed in Appendix J.

2.4 Sites contaminated with asbestos

Contamination of soils from asbestos or asbestos containing materials can present a risk in urban and rural environments if the asbestos can give rise to elevated levels of airborne fibres that people can breathe. Whilst buried material may not give rise to airborne asbestos fibres if securely contained, inappropriate disturbance of this waste could give rise to harmful levels of asbestos fibres in air. Activities such as those listed in section 3 of this Appendix have the potential to encounter and disturb asbestos waste or contamination, particularly where the contamination is not known to be present at the site or has not been appropriately considered.

2.4.1 Situations where asbestos contamination may occur

Situations where asbestos contamination may occur include:

- industrial land, eg, asbestos-cement manufacturing facilities, former power stations, and rail and ship yards, especially workshops and depots
- waste disposal or dumping sites, including sites of illegal dumping eg, building waste
- sites with infill or burial of asbestos waste from former asbestos mining or manufacture processes
- buildings or structures damaged by fire or storm (particularly likely for those with pre-1980s building materials but also possible for those with materials from prior to 2004)
- land with fill or foundation material of unknown composition
- sites where buildings or structures have been constructed from asbestos containing material or where asbestos may have been used as insulation material, eg, asbestos roofing, sheds, garages, reservoir roofs, water tanks, boilers and demolition waste has been buried onsite
- sites where buildings or structures have been improperly demolished or renovated, or where relevant documentation is lacking (particularly likely for those with pre-1980s building materials but also those with materials from prior to 2004)
- disused services with asbestos containing piping such as water pipes (including sewage systems, water services and irrigation systems), underground electrical and telephone wires and telecommunications trenches or pits (usually within 1 metre of the surface).

2.4.2 Significantly contaminated land

For sites that are significantly contaminated, the EPA and WorkCover are the lead regulatory authorities. The *Contaminated Land Management Act 1997* applies to significantly contaminated land. In general, significant contamination is usually associated with former asbestos processing facilities or where large quantities of buried friable asbestos waste has been uncovered and is giving rise to measureable levels of asbestos fibres in air. Such sites require regulatory intervention to protect community health where the source of the contamination is not being addressed by the responsible person. The Environment Protection Authority has details of sites that have been nominated as significantly contaminated on its Public Register at: www.environment.nsw.gov.au/clm/publiclist.htm

If land is contaminated but not determined to be 'significant enough to warrant regulation' then the *Contaminated Land Management Act 1997* does not apply. In such cases the provisions within the planning legislation and/or the *Protection of the Environment Operations Act 1997* may be the appropriate mechanism for management of such contamination.

Guidance on assessing land can be found in the document: *Guidelines on the duty to report contamination under the Contaminated Land Management Act 1997*.

3. Potentially hazardous activities

A number of activities could cause asbestos to be inadvertently disturbed and consequently create a health risk.

Before undertaking any of the activities listed below, it should be considered whether asbestos containing materials may be present. If asbestos is present, these activities may be illegal or certain precautions may be required, or an appropriately licensed person may be required to undertake the activity.

Members of the public could inadvertently disturb asbestos through activities including:

- renovations, refurbishments or repairs particularly those involving power tools, boring, breaking, cutting, drilling, grinding, sanding or smashing asbestos containing materials
- sealing, painting, brushing and cleaning asbestos cement products
- demolitions of homes or other structures (dismantling or destruction)
- relocating a house, building or structure
- using compressed air on asbestos containing materials
- water blasting asbestos containing materials
- cleaning gutters on asbestos cement roofs
- handling asbestos cement conduits or boxes
- maintenance work such as plumbing and electrical work on or adjacent to asbestos containing materials such as working on electrical mounting boards
- maintenance or servicing of materials from vehicles, plant or equipment.

Council could inadvertently disturb asbestos through activities such as:

- abovementioned activities
- asset and building maintenance
- certifying
- inspections of sites and premises
- transport and disposal of illegally dumped materials
- collection, transport and disposal of incorrectly disposed of materials.

Naturally occurring asbestos and contaminated sites could be inadvertently disturbed during:

- road building
- site and construction work
- other excavation activities
- vehicle movements.

Natural processes can create a risk of exposure to asbestos including:

- extensive fire or storm damage to asbestos cement roofs or building materials
- extensive weathering and etching of unsealed asbestos cement roofs.

In addition, work that intentionally disturbs asbestos, such as sampling or removal, should be conducted by a competent person and in accordance with the relevant codes of practice and legislation.

4. Health hazards

Asbestos fibres can pose a risk to health if airborne, as inhalation is the main way that asbestos enters the body. The World Health Organisation has stated that concentrations of asbestos in drinking water from asbestos cement pipes do not present a hazard to human health.

Breathing in asbestos fibres can cause asbestosis, lung cancer and mesothelioma. The risk of contracting these diseases increases with the number of fibres inhaled and the risk of lung cancer from inhaling asbestos fibres is greatly increased if you smoke. Small fibres are the most dangerous and they are invisible to the naked eye. People who are at most risk are those who have been exposed to high levels of asbestos for a long time. The symptoms of these diseases do not usually appear for some time (about 20 to 30 years) after the first exposure to asbestos.

Asbestosis is the irreversible scarring of lung tissue that can result from the inhalation of substantial amounts of asbestos over a period of years. It results in breathlessness that may lead to disability and, in some cases, death.

Lung cancer can be caused by asbestos. Lung cancer is related to the amount of fibre that is breathed in and the risk of lung cancer is greatly increased in those who also smoke tobacco.

Mesothelioma is a cancer of the pleura (outer lung lining) or the peritoneum (the lining of the abdominal cavity). Mesothelioma rarely occurs less than 15 years from first exposure, and most cases occur over 30 years after first exposure. Accordingly, the rates of malignant mesothelioma (an incurable cancer) are expected to rise from the year 2012 to 2020 and are expected to peak in this time.

If asbestos fibres are in a stable material, for example bonded in asbestos-cement sheeting (such as fibro), and these materials are in good condition they pose little health risk. However, where fibro or other non-friable asbestos sheeting is broken, damaged or mishandled, fibres can become loose and airborne posing a risk to health. Disturbing or removing asbestos containing materials unsafely can create a hazard.

The occupational standard for asbestos is 0.1fibre/ml of air and the environmental standard is 0.01fibre/ml in air.

When someone has potentially been exposed to asbestos, or receives or expects they may receive a diagnosis of an asbestos-related disease, they may experience psychological distress, including anxiety and may be in need of support. Their family and those around them may also be vulnerable to psychological distress.

Appendix B – Further information

Aboriginal communities

Illegal dumping prevention and clean-up. Handbook for Aboriginal communities, 2008 (EPA)
www.environment.nsw.gov.au/waste/illdumpabcommshandbook.htm

Asbestos contractors

Choosing an asbestos consultant fact sheet (catalogue no. WC04547) (WorkCover NSW)
www.workcover.nsw.gov.au/formspublications/publications/Pages/Choosinganasbestosconsultant.aspx

For a listing of asbestos removal contractors in your area, refer to your local telephone directory or the Yellow Pages www.yellowpages.com.au or by contacting the Asbestos Removal Contractors Association NSW (ARCA) www.arca.asn.au Phone: (02) 8586 3521.

An asbestos removal contractor's licence can be verified by contacting the WorkCover NSW's Certification Unit on 13 10 50.

Demolition & Contractors Association (DCA) NSW
<http://demolitioncontractorsassociation.com.au>

Asbestos waste

Crackdown on Illegal Dumping: A Handbook for Local Government, 2007 (EPA)
www.environment.nsw.gov.au/resources/warr/200845IllegalDumping.pdf

Management of asbestos in recycled construction and demolition waste, 2010 (WorkCover NSW)
<http://www.workcover.nsw.gov.au/formspublications/publications/Pages/asbestoswaste.aspx>

Safely disposing of asbestos waste from your home, 2009 (EPA and WorkCover NSW)
www.environment.nsw.gov.au/resources/waste/asbestos/09235Asbestos.pdf

For information on illegal dumping and safely disposing of asbestos waste visit the EPA website:
www.environment.nsw.gov.au

Contaminated land

Guidelines on the duty to report contamination under the Contaminated Land Management Act 1997, 2009 (EPA).
www.environment.nsw.gov.au/resources/clm/09438gldutycontclma.pdf

Managing land contamination: Planning guidelines SEPP 55 – Remediation of land, 1998 (Department of Planning and Infrastructure and EPA)
www.planning.nsw.gov.au/assessingdev/pdf/gu_contam.pdf

Environmental risk assessment

Environmental health risk assessment: Guidelines for assessing human health risks from environmental hazards, 2002 (Commonwealth of Australia)
<http://www.nphp.gov.au/enhealth/Council/pubs/pdf/envhazards.pdf>

Health

Asbestos and health risks fact sheet, 2007 (Ministry of Health)
http://www.health.nsw.gov.au/factsheets/environmental/asbestos_fs.html

Further advice concerning the health risks of asbestos can be obtained from your local public health unit. Contact details for public health units may be found at:
www.health.nsw.gov.au/publichealth/infectious/phus.asp

Renovation and development

Asbestos: A guide for householders and the general public, 2012 (Commonwealth of Australia)
[http://www.health.gov.au/internet/main/publishing.nsf/Content/7383C46948F649B7CA2579FA001AA20E/\\$File/asbestos-02-web-\(8may12\).pdf](http://www.health.gov.au/internet/main/publishing.nsf/Content/7383C46948F649B7CA2579FA001AA20E/$File/asbestos-02-web-(8may12).pdf)

Choosing and working with a principal certifying authority: A guide for anyone planning to build or subdivide, 2011 (Building Professionals Board)
<http://www.bpb.nsw.gov.au/resources/683/final%20PCA%20brochure.pdf>

Think asbestos website, 2011 (Asbestos Education Committee) (and Printable Website Handbook)
<http://www.asbestosawareness.com.au>

Working with asbestos guide, 2008 (WorkCover NSW)
<http://www.workcover.nsw.gov.au/formspublications/publications/Pages/Workingwithasbestosguide.aspx>

Practical guidance

Code of practice on how to manage and control asbestos in the workplace (catalogue no. WC03560) published by WorkCover NSW
<http://www.workcover.nsw.gov.au/formspublications/publications/Documents/how-to-manage-control-asbestos-workplace-code-of-practice-3560.pdf>

Code of practice on how to safely remove asbestos (catalogue no. WC03561) published by WorkCover NSW
<http://www.workcover.nsw.gov.au/formspublications/publications/Documents/how-to-safely-remove-asbestos-code-of-practice-3561.pdf>

Tenants

Tenants rights Fact sheet 26 Asbestos and lead, 2010 (Tenants NSW)
<http://www.tenants.org.au/publish/factsheet-26-asbestos-lead/index.php>

Tenants – Housing NSW tenants

Asbestos fact sheet, 2010 (Housing NSW)
<http://www.housing.nsw.gov.au/NR/rdonlyres/F4E1131F-2764-4CB1-BC07-98EB6C594085/0/Asbestos.pdf>

Appendix C – Definitions

The terms used in the Policy are defined as below, consistent with the definitions in the:

- *Code of practice on how to manage and control asbestos in the workplace* (catalogue no. WC03560) published by WorkCover NSW
- *Code of practice on how to safely remove asbestos* (catalogue no. WC03561) published by WorkCover NSW
- *Contaminated Land Management Act 1997*
- *Environmental Planning and Assessment Act 1979*
- *Emergency Pollution and Orphan Waste Clean-Up Program Guidelines 2008*
- *Protection of the Environment Operations Act 1997*
- *Waste classification guidelines part 1 classifying waste 2008*
- *NSW Work Health and Safety Act 2011*
- *NSW Work Health and Safety Regulation 2011.*

accredited certifier in relation to matters of a particular kind, means the holder of a certificate of accreditation as an accredited certifier under the *Building Professionals Act 2005* in relation to those matters.

airborne asbestos means any fibres of asbestos small enough to be made airborne. For the purposes of monitoring airborne asbestos fibres, only respirable fibres are counted.

asbestos means the asbestiform varieties of mineral silicates belonging to the serpentine or amphibole groups of rock forming minerals including the following:

- a. actinolite asbestos
- b. grunerite (or amosite) asbestos (brown)
- c. anthophyllite asbestos
- d. chrysotile asbestos (white)
- e. crocidolite asbestos (blue)
- f. tremolite asbestos
- g. a mixture that contains 1 or more of the minerals referred to in paragraphs (a) to (f).

asbestos containing material (ACM) means any material or thing that, as part of its design, contains asbestos.

asbestos-contaminated dust or debris (ACD) means dust or debris that has settled within a workplace and is, or is assumed to be, contaminated with asbestos.

asbestos-related work means work involving asbestos that is permitted under the *Work Health and Safety Regulation 2011*, other than asbestos removal work.

asbestos removal licence means a Class A asbestos removal licence or a Class B asbestos removal licence.

asbestos removal work means:

- a. work involving the removal of asbestos or asbestos containing material, or
- b. Class A asbestos removal work or Class B asbestos removal work.

asbestos removalist means a person conducting a business or undertaking who carries out asbestos removal work.

asbestos waste means any waste that contains asbestos. This includes asbestos or asbestos containing material removed and disposable items used during asbestos removal work including plastic sheeting and disposable tools.

certifying authority means a person who is authorised by or under section 85A of the *Environmental Planning and Assessment Act 1979* to issue complying development certificates, or is authorised by or under section 109D of the *Environmental Planning and Assessment Act 1979* to issue part 4A certificates.

Class A asbestos removal licence means a licence that authorises the carrying out of Class A asbestos removal work and Class B asbestos removal work by or on behalf of the licence holder.

Class A asbestos removal work means the removal of friable asbestos which must be licensed under clause 485 of the *Work Health and Safety Regulation 2011*. This does not include: the removal of ACD that is associated with the removal of non-friable asbestos, or ACD that is not associated with the removal of friable or non-friable asbestos and is only a minor contamination.

Class B asbestos removal licence means a licence that authorises the carrying out of Class B asbestos removal work by or on behalf of the licence holder.

Class B asbestos removal work means the removal of more than 10 square metres of non-friable asbestos or asbestos containing material work that is required to be licensed under clause 487, but does not include Class A asbestos removal work.

competent person means: a person who has acquired through training or experience the knowledge and skills of relevant asbestos removal industry practice and holds:

- a. a certification in relation to the specified VET course for asbestos assessor work, or
- b. a tertiary qualification in occupational health and safety, occupational hygiene, science, building, construction or environmental health.

complying development is a fast track, 10 day approval process where a building meets all of the predetermined standards established in either a state or local Council planning document. A complying development certificate can be issued by either a local Council or an accredited certifier.

complying development certificate

contaminant means any substance that may be harmful to health or safety.

contamination of land means the presence in, on or under the land of a substance at a concentration above the concentration at which the substance is normally present in, on or under (respectively) land in the same locality, being a presence that presents a risk of harm to human health or any other aspect of the environment

control measure, in relation to a risk to health and safety, means a measure to eliminate or minimise the risk.

demolition work means work to demolish or dismantle a structure, or part of a structure that is loadbearing or otherwise related to the physical integrity of the structure, but does not include:

- a. the dismantling of formwork, falsework, or other structures designed or used to provide support, access or containment during construction work, or
- b. the removal of power, light or telecommunication poles.

development means:

- a. the use of land
- b. the subdivision of land
- c. the erection of a building
- d. the carrying out of a work
- e. the demolition of a building or work
- f. any other act, matter or thing referred to in section 26 of the *Environmental Planning and Assessment Act 1979* that is controlled by an environmental planning instrument.

development application means an application for consent under part 4 of the *Environmental Planning and Assessment Act 1979* to carry out development but does not include an application for a complying development certificate.

emergency service organisation includes any of the following:

- a. the Ambulance Service of NSW
- b. Fire and Rescue NSW
- c. the NSW Rural Fire Service
- d. the NSW Police Force
- e. the State Emergency Service
- f. the NSW Volunteer Rescue Association Inc
- g. the NSW Mines Rescue Brigade established under the *Coal Industry Act 2001*
- h. an accredited rescue unit within the meaning of the *State Emergency and Rescue Management Act 1989*.

exempt development means minor development that does not require any planning or construction approval because it is exempt from planning approval.

exposure standard for asbestos is a respirable fibre level of 0.1 fibres/ml of air measured in a person's breathing zone and expressed as a time weighted average fibre concentration calculated over an eight-hour working day and measured over a minimum period of four hours in accordance with the Membrane Filter Method or a method determined by the relevant regulator.

friable asbestos means material that:

- a. is in a powder form or that can be crumbled, pulverised or reduced to a powder by hand pressure when dry
- b. contains asbestos.

health means physical and psychological health.

health monitoring, of a person, means monitoring the person to identify changes in the person's health status because of exposure to certain substances.

independent, in relation to clearance inspections and air monitoring means:

- a. not involved in the removal of the asbestos
- b. not involved in a business or undertaking involved in the removal of the asbestos, in relation to which the inspection or monitoring is conducted.

in situ asbestos means asbestos or asbestos containing material fixed or installed in a structure, equipment or plant, but does not include naturally occurring asbestos.

licence holder means: in the case of an asbestos assessor licence – the person who is licensed:

- a. to carry out air monitoring during Class A asbestos removal work
- b. to carry out clearance inspections of Class A asbestos removal work
- c. to issue clearance certificates in relation to Class A asbestos removal work, or
 - in the case of an asbestos removal licence – the person conducting the business or undertaking to whom the licence is granted, or
 - in the case of a major hazard facility licence – the operator of the major hazard facility to whom the licence is granted or transferred.

licensed asbestos assessor means a person who holds an asbestos assessor licence.

licensed asbestos removalist means a person conducting a business or undertaking who is licensed under the *Work Health and Safety Regulation 2011* to carry out Class A asbestos removal work or Class B asbestos removal work.

licensed asbestos removal work means asbestos removal work for which a Class A asbestos removal licence or Class B asbestos removal licence is required.

NATA means the National Association of Testing Authorities, Australia.

NATA-accredited laboratory means a testing laboratory accredited by NATA, or recognised by NATA either solely or with someone else.

naturally occurring asbestos means the natural geological occurrence of asbestos minerals found in association with geological deposits including rock, sediment or soil.

non-friable asbestos means material containing asbestos that is not friable asbestos, including material containing asbestos fibres reinforced with a bonding compound.

Note. Non-friable asbestos may become friable asbestos through deterioration (see definition of friable asbestos).

occupational hygienist means a person with relevant qualifications and experience in asbestos management who is a full member of the Australian Institute of Occupational Hygienists (AIOH).

occupier includes a tenant or other lawful occupant of premises, not being the owner.

officer means an officer as defined in the *NSW Work Health and Safety Act 2011*

orphan waste means materials that have been placed or disposed of on a premises unlawfully that may have the potential to pose a risk to the environment or public health.

person conducting a business or undertaking a 'person' is defined in laws dealing with interpretation of legislation to include a body corporate (company), unincorporated body or association and a partnership.

personal protective equipment means anything used or worn by a person to minimise risk to the person's health and safety, including air supplied respiratory equipment.

respirable asbestos fibre means an asbestos fibre that:

- a. is less than three micrometres wide
- b. more than five micrometres long
- c. has a length to width ratio of more than 3:1.

specified VET course means:

- a. in relation to Class A asbestos removal work – the following VET courses:
 - remove non-friable asbestos
 - remove friable asbestos, or
- b. in relation to Class B asbestos removal work – the VET course Remove non-friable asbestos, or
- c. in relation to the supervision of asbestos removal work – the VET course Supervise asbestos removal, or
- d. in relation to asbestos assessor work – the VET course Conduct asbestos assessment associated with removal.

structure means anything that is constructed, whether fixed or moveable, temporary or permanent, and includes:

- a. buildings, masts, towers, framework, pipelines, transport infrastructure and underground works (shafts or tunnels)
- b. any component of a structure
- c. part of a structure

- d. volunteer means a person who is acting on a voluntary basis (irrespective of whether the person receives out-of-pocket expenses).

waste includes:

- any substance (whether solid, liquid or gaseous) that is discharged, emitted or deposited in the environment in such volume, constituency or manner as to cause an alteration in the environment, or
- any discarded, rejected, unwanted, surplus or abandoned substance, or
- any otherwise discarded, rejected, unwanted, surplus or abandoned substance intended for sale or for recycling, processing, recovery or purification by a separate operation from that which produced the substance, or
- any process, recycled, re-used or recovered substance produced wholly or partly from waste that is applied to land, or used as fuel, but only in the circumstances prescribed by the regulations, or
- any substance prescribed by the regulations made under the *Protection of the Environment Operations Act 1997* to be waste.

waste facility means any premises used for the storage, treatment, processing, sorting or disposal of waste (except as provided by the regulations).

worker a person is a worker if the person carries out work in any capacity for a person conducting a business or undertaking, including work as:

- a. an employee, or
- b. a contractor or subcontractor, or
- c. an employee of a contractor or subcontractor, or
- d. an employee of a labour hire company who has been assigned to work in the person's business or undertaking, or
- e. an outworker, or
- f. an apprentice or trainee, or
- g. a student gaining work experience, or
- h. a volunteer, or
- i. a person of a prescribed class.

workplace a workplace is a place where work is carried out for a business or undertaking and includes any place where a worker goes, or is likely to be, while at work. Place includes: a vehicle, vessel, aircraft or other mobile structure, and any waters and any installation on land, on the bed of any waters or floating on any waters.

Appendix D – Acronyms

ACD	Asbestos Containing Dust (an acronym used in the legislation)
ACM	Asbestos Containing Material (an acronym used in the legislation)
ARA	Appropriate Regulatory Authority (an acronym used in the legislation)
DA	Development Application
EPA	Environment Protection Authority
JRPP	Joint Regional Planning Panel
LGA	Local Government Area
NATA	National Association of Testing Authorities
NSW	New South Wales
SEPP	State Environmental Planning Policy
VET	Vocational Education and Training

Appendix E – Relevant contacts

Council to insert Council contact details including an address that residents can visit to access information, phone number and website.

Council may wish to insert contact details for:

- Council's contact details for advice on development assessment
- Local advocacy groups
- Local licensed removalists (particularly useful in the event of an emergency)
- Local public health unit
- Local support groups
- Union contact
- Waste facilities.

Asbestos-related disease organisations (non-exhaustive)**Asbestos Diseases Foundation Australia Inc**

Phone: (02) 9637 8759
Helpline: 1800 006 196
Email: info@adfa.org.au
Website: www.adfa.org.au

Asbestos Diseases Research Institute

Phone: (02) 9767 9800
Email: info@adri.org.au
Website: www.adri.org.au

Australian Institute of Occupational Hygienists Inc.

Phone: (03) 9336 2290
Email: admin@aioh.org.au
Website: www.aioh.org.au

Dust Diseases Board

Phone: (02) 8223 6600
Toll Free: 1800 550 027
Email: enquiries@ddb.nsw.gov.au
Website: www.ddb.nsw.gov.au

Environment Protection Authority (EPA)

Phone: (02) 9995 5000
Environment line: 13 15 55
Email: info@environment.nsw.gov.au
Website: www.environment.nsw.gov.au/epa

Licensed Asbestos Contractors

For a listing of asbestos removal contractors in your area, refer to your local telephone directory or the Yellow Pages website: www.yellowpages.com.au or contact:

Asbestos Removal Contractors Association NSW (ARCA)

Phone: (02) 9642 0011
Email: info@arca.net.au
Website: www.arca.asn.au

Verification of an asbestos removal contractor's licence can be checked by contacting WorkCover NSW's Certification Unit Phone: 13 10 50

Civil Contractors Federation (CCF)

Phone: (02) 9009 4000
Email: mtearle@civilcontractors.com
Website: www.civilcontractors.com

Demolition & Contractors Association (DCA) NSW

Phone: (02) 8586 3555
Email: demolitionassn@bigpond.com
Website: <http://demolitioncontractorsassociation.com.au>

Local Government and Shires Associations of NSW (LGSA)

Phone: (02) 9242 4000
Email: lgsa@lgsa.org.au
Website: www.lgsa.org.au

NSW Ombudsman

Phone: (02) 9286 1000
Toll free (outside Sydney metro): 1800 451 524
Email: nswombo@ombo.nsw.gov.au
Website: www.ombo.nsw.gov.au

Training providers (non-exhaustive)**TAFE NSW**

Phone: 1300 131 499
Website: www.tafensw.edu.au

Housing Industry Association (HIA)

Phone: (02) 9978 3333
Website: <http://hia.com.au/>

Local Government Training Institute

Phone: (02) 4922 2333
Website: www.lgti.com.au

Comet Training

Phone: (02) 9649 5000
Website: www.comet-training.com.au/site

Masters Builders Association (MBA)

Phone: (02) 8586 3521
Website: www.masterbuilders.com.au

Asbestos Removal Contractors Association NSW (ARCA)

Phone: (02) 9642 0011
Website: www.arca.asn.au

WorkCover NSW

WorkCover Information Centre Phone: 13 10 50
WorkCover NSW – Asbestos/Demolition Hotline Phone: (02) 8260 5885
Website: www.workcover.nsw.gov.au

Appendix F – Waste management facilities that accept asbestos wastes

Waste management facilities that can accept asbestos waste may be operated by Council, the State Government or private enterprise. The fees charged by the facility operators for waste received are determined by the facility.

Not all waste management centres accept asbestos waste from the public. Management of asbestos waste requires special precautions such as a separate disposal location away from other general waste and controls to prevent the liberation of asbestos fibres, such as the immediate covering of such waste.

Council to either:

- List the name, location and contact details for waste management facility/ facilities in the LGA that accept/s asbestos waste under the heading "Waste management facilities in the LGA that accept asbestos wastes". Council may also like to outline requirements for delivering asbestos waste for disposal to the waste management facility/ facilities that accept/s asbestos waste (consistent with section 10), or
- Note if there are not any waste management facilities in the LGA that accept asbestos wastes and consider providing the name, location and contact details for the closest waste management facility/ facilities that accept/s asbestos waste.

Waste management facilities in other areas that accept asbestos wastes

A list of licensed landfills that may accept asbestos waste from the public is available on the EPA website at: <http://www.environment.nsw.gov.au/waste/asbestos/index.htm>

Some of the landfills may accept non-friable asbestos waste but not friable asbestos waste. Some landfills may not accept large quantities of asbestos waste.

Always contact the landfill before taking asbestos waste to a landfill to find out whether asbestos is accepted and any requirements for delivering asbestos to the landfill. EPA does not endorse any of the landfills listed on the website or guarantee that they will accept asbestos under all circumstances.

Appendix G – Asbestos-related legislation, policies and standards

- *Australian Standard AS 2601 – 2001: The demolition of structures*
- *Contaminated Land Management Act 1997*
- *Code of practice on how to manage and control asbestos in the workplace* (catalogue no. WC03560) published by WorkCover NSW
- *Code of practice on how to safely remove asbestos* (catalogue no. WC03561) published by WorkCover NSW
- *Code of practice for demolition work* published by Safe Work Australia, 2012
- *Environmental Planning and Assessment Act 1979*
- *Environmental Planning and Assessment Regulation 2000*
- *Local Government Act 1993*
- *Local Government (General) Regulation 2005*
- *Protection of the Environment Operations (General) Regulation 2009*
- *Protection of the Environment Operations (Waste) Regulation 2005*
- *Protection of the Environment Operations Act 1997*
- *State Environmental Planning Policy No. 55 – Remediation of Land*
- *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*
- *NSW Work Health and Safety Act 2011*
- *NSW Work Health and Safety Regulation 2011*
- *Workers' Compensation (Dust Diseases) Act 1942.*

Appendix H – Agencies roles and responsibilities

NSW organisations

Department of Planning and Infrastructure (DP&I) and the Building Professionals Board (BPB)

DP&I's primary role in the management of asbestos relates to administration of State Environmental Planning Policies, and the *Environmental Planning and Assessment Act 1979* (and associated Regulation).

Whilst DP&I does not have an operational role in the management of asbestos, it has a regulatory function and provides Policy support relating to asbestos and development. In assessing proposals for development under the *Environmental Planning and Assessment Act 1979*, consent authorities are required to consider the suitability of the subject land for the proposed development. This includes consideration of the presence of asbestos and its environmental impact.

Where asbestos represents contamination of the land (ie it is present in excess of naturally occurring levels), *State Environmental Planning Policy No. 55 – Remediation of Land* imposes obligations on developers and consent authorities in relation to remediation of the land and the assessment and monitoring of its effectiveness.

The *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* enables exempt and complying development across the state. While this includes demolition and the removal of asbestos, the *Environmental Planning and Assessment Regulation 2000* specifies particular conditions that must be contained in a complying development certificate in relation to the handling and lawful disposal of both friable and non-friable asbestos material under the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

The Building Professionals Board (BPB) which reports to the Minister for Planning and Infrastructure, also has a role in the management of asbestos. The BPB's role involves providing practice advice and educational programs to assist certifying authorities (private and Council) in carrying out their role and this includes education in relation to managing asbestos. The BPB certifies and audits both private and Council certifiers. Further information about the BPB may be found at: www.bpb.nsw.gov.au

Dust Diseases Board (DDB)

The DDB provides a system of no fault compensation to people who have developed a dust disease from occupational exposure to dust as a worker in New South Wales and to their dependants. The DDB's statutory function is to administer the *Workers' Compensation (Dust Diseases) Act 1942*. Services include:

- payment of compensation benefits to eligible workers and dependants
- co-ordination and payment of medical and related health care expenses of affected
- medical examination of workers exposed to dust in the workplace
- information and education.

Environment Protection Authority (EPA)

EPA's role is to regulate the classification, storage, transport and disposal of waste in NSW, including asbestos waste. The waste regulatory framework includes the *Protection of the Environment Operations Act 1997* and the *Protection of the Environment Operations (Waste) Regulation 2005*. Clause 42 of the *Protection of the Environment Operations (Waste) Regulation 2005* sets out the special requirements relating to the transportation and disposal of asbestos waste.

EPA is the appropriate regulatory authority for activities that require an environment protection licence or are carried out by public authorities such as local Councils, the Roads and Traffic Authority and Sydney Water. Local Councils are the appropriate regulatory authority for activities

that are not regulated by the EPA, which typically include building demolition, construction sites, residential properties, commercial sites and small to medium sized industrial facilities.

EPA is responsible for assisting Councils in fulfilling their regulatory responsibilities. EPA has developed resources to assist Local Government to regulate asbestos waste incidents and prevent illegal dumping. Website links to these resources are provided in Appendix B.

The EPA maintains the regulatory framework for the remediation of contaminated land (the *Contaminated Land Management Act 1997*) and actively regulates land that is declared to be 'significantly contaminated' under the *Contaminated Land Management Act 1997*.

Heads of Asbestos Coordination Authorities (HACA)

The HACA is chaired by the Chief Executive Officer of WorkCover NSW with senior officials from:

- Department of Planning and Infrastructure
- Department of Trade and Investment, Regional Infrastructure and Services
- Division of Local Government
- Dust Diseases Board
- Environment Protection Authority
- Local Government and Shires Association of NSW
- Ministry for Police and Emergency Services
- Ministry of Health.

The HACA group will improve the management, monitoring and response to asbestos issues in NSW by developing coordinated prevention programs. These programs include a comprehensive public awareness campaign to promote the safe handling of asbestos and help prevent the risk of exposure to asbestos-related diseases in the NSW community. Further information about the HACA can be found on the WorkCover website: www.workcover.nsw.gov.au.

Local Government and Shires Associations of NSW (LGSA)

The Local Government Association of NSW and the Shires Association of NSW represent 152 general purpose Councils, 12 special purpose Councils and the NSW Aboriginal Land Council.

The Associations represent the views of these Councils by:

- presenting Councils views to governments
- promoting Local Government to the community
- providing specialist advice and services.

The Associations hold annual conferences where members are able to vote on issues affecting Local Government. The Annual Conferences are the supreme Policy making events.

In 2012, the Associations commenced a project funded by WorkCover NSW to assist Councils to adopt and implement a model asbestos Policy. The project is outlined at: www.lgsa.org.au/key-initiatives/asbestos

NSW Ministry of Health

The NSW Ministry of Health does not have express statutory responsibilities for managing asbestos-related risks and incidents in NSW. The Ministry provides an expert advisory service to other governmental agencies on public health issues. This service may include technical information or assistance to prepare public health information bulletins.

NSW Ombudsman

The NSW Ombudsman is an independent and impartial watchdog body. The NSW Ombudsman is responsible for ensuring that public and private sector agencies and employees within its jurisdiction fulfil their functions appropriately. The NSW Ombudsman assists those agencies and their employees to be aware of their responsibilities to the public, to act reasonably and to comply with the law and best administrative practice.

WorkCover NSW

WorkCover is responsible for the issuing and control of licences that are issued to all asbestos removal and demolition contractors. WorkCover works with the employers, workers and community of NSW to achieve safer and more productive workplaces, and effective recovery, return to work and security for injured workers.

WorkCover administers work health and safety, injury management, return to work and workers compensation laws, and manage the workers compensation system. WorkCover's activities include: health and safety, injuries and claims, licensing for some types of plant operators, registration of some types of plant and factories, training and assessment, medical and healthcare, law and Policy.

The WorkCover website provides a wide range of asbestos resources, support networks and links at: www.workcover.nsw.gov.au/newlegislation2012/health-and-safety-topics/asbestos/Pages/default.aspx

National organisations**National Association of Testing Authorities (NATA)**

This body has the role of providing accreditation to firms licensed to remove asbestos.

NSW (Head Office) and ACT
Phone: (02) 9736 8222
National Toll Free: 1800 621 666
Website: www.nata.asn.au

Environmental Health Committee (enHealth)

The Environmental Health Committee (enHealth) is a subcommittee of the Australian Health Protection Committee (AHPC). enHealth provides health Policy advice, implementation of the National Environmental Health Strategy 2007-2012, consultation with key players, and the development and coordination of research, information and practical resources on environmental health matters at a national level.

Website: www.health.gov.au/internet/main/publishing.nsf/content/ohp-environ-enhealth-committee.htm

Safe Work Australia

Safe Work Australia is an Australian Government statutory agency established in 2009, with the primary responsibility of improving work health and safety and workers' compensation arrangements across Australia.

Phone: (02) 6121 5317.

Email: Info@safeworkaustralia.gov.au

Website: www.safeworkaustralia.gov.au

Appendix I – Scenarios illustrating which agencies lead a response in NSW

The tables show which agencies are responsible for regulating the following scenarios in NSW:

- emergency management
- naturally occurring asbestos
- residential settings
- site contamination
- waste
- workplaces.

Further details are provided in the *Asbestos Blueprint: A guide to roles and responsibilities for operational staff of state and local government*, 2011 (NSW Government).

Emergency management

Scenario	Lead organisation	Other regulators
Emergency response	Emergency services	Fire and Rescue (Hazmat) WorkCover NSW
Handover to Local Council, owner of property or NSW Police – crime scene following a minor incident	Local Council NSW Police	
Handover to State Emergency Recovery Controller	State Emergency Recovery Controller	Recovery Committee Local Council EPA WorkCover NSW
Handover to Recovery Committee following a significant incident	Recovery Committee (formed by State Emergency Recovery Controller)	Local Council EPA WorkCover NSW
Remediation not requiring a licensed removalist	Local Council	Principal Certifying Authority WorkCover NSW (workers)
Remediation requiring licensed removal work	WorkCover NSW	Local Council Principal Certifying Authority
Clearance Certificate issued by an Asbestos Assessor	WorkCover NSW	Principal Certifying Authority

ORD03

Attachment 1

Naturally occurring asbestos

Scenario	Lead organisation	Other regulators
Naturally occurring but will be disturbed due to a work process including remediation work	WorkCover NSW	Local Council EPA (<i>Protection of the Environment Operations Act 1997</i> Scheduled Activities Public Authorities)
Naturally occurring asbestos part of a mineral extraction process	Department of Trade and Investment, Regional Infrastructure and Services WorkCover NSW	Local Council EPA (<i>Protection of the Environment Operations Act 1997</i> Scheduled Activities Public Authorities)
Naturally occurring but will remain undisturbed by any work practice	Local Council	EPA (<i>Protection of the Environment Operations Act 1997</i> Scheduled Activities Public Authorities) WorkCover NSW (workers)
Soil contaminated with asbestos waste and going to be disturbed by a work practice	WorkCover NSW	EPA (<i>Protection of the Environment Operations Act 1997</i> Scheduled Activities Public Authorities, declared contaminated land sites)
Soil contaminated with asbestos waste but will remain undisturbed by any work practice	Local Council	EPA (<i>Protection of the Environment Operations Act 1997</i> Scheduled Activities Public Authorities, declared contaminated land sites) WorkCover NSW (workers on site)
Potential for exposure on public land	EPA (<i>Protection of the Environment Operations Act 1997</i> Scheduled Activities Public Authorities)	Local Council WorkCover NSW (workers on site)
Soil contaminated with asbestos waste but at a mine site	Department of Trade and Investment, Regional Infrastructure and Services EPA (<i>Protection of the Environment Operations Act 1997</i> Scheduled Activities Public Authorities)	Local Council

Residential settings

Scenario	Lead organisation	Other regulators
Safe Management of asbestos including: <ul style="list-style-type: none"> • identification • in situ management • removal requirements • disposal requirements. 	Local Council Private Certifiers	Council WorkCover EPA NSW
Site contaminated due to past uses	Local Council	WorkCover EPA NSW
Licensed removal work required	WorkCover NSW	Local Council Private Certifiers
Removal does not require a licensed removalist	Local Council Private Certifiers	Council WorkCover NSW (workers)
Transport or waste disposal issues	Local Council	EPA
Derelict property with fibro debris	Local Council or Multi- agency	Multi- agency

Site contamination

Scenario	Lead organisation	Other regulators
Asbestos illegally dumped	Local Council	EPA WorkCover NSW
Site contamination at commercial premises	See Workplaces	
Site contamination at residential premises	See Residential settings	

Waste

Scenario	Lead organisation	Other regulators
Waste temporarily stored on-site	WorkCover (worksites) EPA and Local Council (non-worksites)	
Waste transported by vehicle	EPA	WorkCover
Waste disposed of onsite	Council or EPA as illegal dumping or pollution of land if no valid Council development consent	Local Council (consent required to dispose onsite) (section 149 property certificate and development assessment process)
Waste going to landfill site	EPA (advice)	Local Council (if managing licensed landfill)
Waste to be transported interstate	EPA	
Waste for export	Australian Customs and Border Protection Service	WorkCover NSW Department of Education, Employment and Workplace Relations

ORD03

Attachment 1

Workplaces

Scenario	Lead organisation	Other regulators
Asbestos installed/supplied after 2003 (illegally)	WorkCover NSW	Australian Customs and Border Protection Service Australian Competition and Consumer Commission (Imported Goods)
Risks to the health of workers	WorkCover NSW	
Asbestos management and asbestos going to be removed	WorkCover NSW Department of Trade and Investment, Regional Infrastructure and Services (mine sites)	
Risks to the health of the public from worksites	WorkCover NSW (Risks to workers) Local Council (Risks to the wider public) Department of Planning and Infrastructure (part 3A approvals) EPA (<i>Protection of the Environment Operations Act 1997</i> licensed sites)	
Waste stored temporarily on-site at worksites	WorkCover NSW	
Transport or waste disposal issues	EPA	WorkCover Local Council NSW
Asbestos contaminated clothing going to a laundry	WorkCover NSW	EPA Local Council
Contaminated land not declared under the <i>Contaminated Land Management Act 1997</i>	Local Council	EPA
'Significantly contaminated' land declared under the <i>Contaminated Land Management Act 1997</i>	EPA	Local Council

Appendix J – Asbestos containing materials

Some asbestos containing materials found in New South Wales domestic settings (non-exhaustive list)

Asbestos containing materials	Approximate supply dates
Cement sheets	Imported goods supplied from 1903 locally made 'fribrolite'
Cement roofing / lining slates	Imported goods supplied from 1903 locally made 'fribrolite'
Mouldings and cover strips	Available by 1920s and 1930s
Super-six (corrugated) roofing	Available by 1920s and 1930s – 1985
'Tilex' decorative wall panels	Available by 1920s and 1930s
Pipes and conduit piping	Available by 1920s and 1930s
Motor vehicle brake linings	Available by 1920s and 1930s
Striated sheeting	Available from 1957
'Asbestolux' insulation boards	Available from 1957
'Shadowline' asbestos sheeting for external walls, gable ends and fences	Available from 1958 – 1985
Vinyl floor tiles impregnated with asbestos	Available up until 1960s
Asbestos containing paper backing for	Available up until 1960s
'Durasbestos' asbestos cement products	Available up until 1960s
'Tilex' marblitone decorative wall panels	Available from early 1960s
'Tilex' weave pattern decorative wall panels	Available from early 1960s
'Hardiflex' sheeting	Available from 1960s – 1981
'Versilux' building board	Available from 1960s – 1982
'Hardiplank' and 'Hardigrain' woodgrain	Available from mid 1970s – 1981
Loose-fill, fluffy asbestos ceiling insulation	Supplied from 1968 – 1978 by a Canberra contractor and believed to be generally restricted to houses in the Australian Capital Territory with some materials supplied to the Queanbeyan area and some south coast towns
Asbestos rope gaskets for wood heaters. Heater and stove insulation	Dates of supply availability unknown but prior to 31 December 2003
Compressed fibro-cement sheets	Available from 1960s – 1984
Villaboard	Available until 1981
Harditherm	Available until 1984
Highline	Available until 1985
Coverline	Available until 1985
Roofing accessories	Available until 1985
Pressure pipe	Available until 1987

Source: NSW Government, 2011, *Asbestos Blueprint: A guide to roles and responsibilities for operational staff of state and local government.*

Asbestos containing materials that may be found in various settings (non-exhaustive list)

A

Air conditioning duct, in the exterior or interior acoustic and thermal insulation

Arc shields in lift motor rooms or large electrical cabinets

Asbestos-based plastics products as electrical insulates and acid resistant compositions or aircraft seats

Asbestos ceiling tiles

Asbestos cement conduit

Asbestos cement electrical fuse boards

Asbestos cement external roofs and walls

Asbestos cement in the use of form work for pouring concrete

Asbestos cement internal flues and downpipes

Asbestos cement moulded products such as gutters, ridge capping, gas meter covers, cable troughs and covers

Asbestos cement pieces for packing spaces between floor joists and piers

Asbestos cement (underground) pit as used for traffic control wiring, telecommunications cabling etc

Asbestos cement render, plaster, mortar and coursework

Asbestos cement sheet

Asbestos cement sheet behind ceramic tiles

Asbestos cement sheet over exhaust canopies such as ovens and fume cupboards

Asbestos cement sheet internal walls and ceilings

Asbestos cement sheet underlay for vinyl

Asbestos cement storm drain pipes

Asbestos cement water pipes (usually underground)

Asbestos containing laminates, (such as Formica) used where heat resistance is required

Asbestos containing pegboard

Asbestos felts

Asbestos marine board, eg marinate

Asbestos mattresses used for covering hot equipment in power stations

Asbestos paper used variously for insulation, filtering and production of fire resistant laminates

Asbestos roof tiles

Asbestos textiles

Asbestos textile gussets in air conditioning ducting systems

Asbestos yarn

Autoclave/steriliser insulation

B

Bitumen-based water proofing such as malthoid (roofs and floors, also in brickwork)

Bituminous adhesives and sealants

Boiler gaskets

Boiler insulation, slabs and wet mix

Brake disc pads

Brake linings

C

Cable penetration insulation bags (typically Telecom)

Calorifier insulation

Car body filters (uncommon)

Caulking compounds, sealant and adhesives

Cement render

Chrysotile wicks in kerosene heaters

Clutch faces

Compressed asbestos cement panels for flooring, typically verandas, bathrooms and steps for demountable buildings

Compressed asbestos fibres (CAF) used in brakes and gaskets for plant and automobiles

D

Door seals on ovens

E

Electric heat banks – block insulation

Electric hot water services (normally no asbestos, but some millboard could be present)

Electric light fittings, high wattage, insulation around fitting (and bituminised)

Electrical switchboards see Pitch-based

Exhausts on vehicles

F

Filler in acetylene gas cylinders

Filters: beverage wine filtration

Fire blankets

Fire curtains

Fire door insulation

Fire-rated wall rendering containing asbestos with mortar

Fire-resistant plaster board, typically on ships

Fire-retardant material on steel work supporting reactors on columns in refineries in the chemical industry

Flexible hoses

Floor vinyl sheets
Floor vinyl tiles
Fuse blankets and ceramic fuses in switchboards

G

Galbestos™ roofing materials (decorative coating on metal roof for sound proofing)
Gaskets: chemicals, refineries
Gaskets: general
Gauze mats in laboratories/chemical refineries
Gloves: asbestos

H

Hairdryers: insulation around heating elements
Header (manifold) insulation

I

Insulation blocks
Insulation in electric reheat units for air conditioner systems

L

Laboratory bench tops
Laboratory fume cupboard panels
Laboratory ovens: wall insulation
Lagged exhaust pipes on emergency power generators
Lagging in penetrations in fireproof walls
Lift shafts: asbestos cement panels lining the shaft at the opening of each floor and asbestos packing around penetrations
Limpet asbestos spray insulation
Locomotives: steam, lagging on boilers, steam lines, steam dome and gaskets

M

Mastik
Millboard between heating unit and wall
Millboard lining of switchboxes
Mortar

P

Packing materials for gauges, valves, etc can be square packing, rope or loose fibre
Packing material on window anchorage points in high-rise buildings
Paint, typically industrial epoxy paints

Penetrations through concrete slabs in high rise buildings
 Pipe insulation including moulded sections, water-mix type, rope braid and sheet
 Plaster and plaster cornice adhesives
 Pipe insulation: moulded sections, water-mix type, rope braid and sheet
 Pitch-based (zelemite, ausbestos, lebah) electrical switchboard

R

Refractory linings
 Refractory tiles
 Rubber articles: extent of usage unknown

S

Sealant between floor slab and wall, usually in boiler rooms, risers or lift shafts
 Sealant or mastik on windows
 Sealants and mastik in air conditioning ducting joints
 Spackle or plasterboard wall jointing compounds
 Sprayed insulation: acoustic wall and ceiling
 Sprayed insulation: beams and ceiling slabs
 Sprayed insulation: fire retardant sprayed on nut internally, for bolts holding external building wall panels
 Stoves: old domestic type, wall insulation

T

Tape and rope: lagging and jointing
 Tapered ends of pipe lagging, where lagging is not necessarily asbestos
 Tilux sheeting in place of ceramic tiles in bathrooms
 Trailing cable under lift cabins
 Trains: country – guards vans – millboard between heater and wall
 Trains – Harris cars – sprayed asbestos between steel shell and laminex

V

Valve and pump insulation

W

Welding rods
 Woven asbestos cable sheath

Source: *Environmental health notes number 2 guidelines for local government on asbestos*, 2005 (Victorian Department of Human Services).

http://www.health.vic.gov.au/environment/downloads/hs523_notes2_web.pdf

Appendix K – Asbestos licences

Type of licence	What asbestos can be removed?
Class A	<p>Can remove any amount or quantity of asbestos or asbestos containing material, including:</p> <ul style="list-style-type: none"> any amount of friable asbestos or asbestos containing material any amount of asbestos containing dust any amount of non-friable asbestos or asbestos containing material.
Class B	<p>Can remove:</p> <ul style="list-style-type: none"> any amount of non-friable asbestos or asbestos containing material <p>Note: A Class B licence is required for removal of more than 10 m² of non-friable asbestos or asbestos containing material but the licence holder can also remove up to 10 m² of non-friable asbestos or asbestos containing material.</p> <ul style="list-style-type: none"> asbestos containing dust associated with the removal of non-friable asbestos or asbestos containing material. <p>Note: A Class B licence is required for removal of asbestos containing dust associated with the removal of more than 10 m² of non-friable asbestos or asbestos containing material but the licence holder can also remove asbestos containing dust associated with removal of up to 10m² of non-friable asbestos or asbestos containing material.</p>
No licence required	<p>Can remove:</p> <ul style="list-style-type: none"> up to 10 m² of non-friable asbestos or asbestos containing material asbestos containing dust that is: <ul style="list-style-type: none"> associated with the removal of less than 10 m² of non-friable asbestos or asbestos containing material not associated with the removal of friable or non-friable asbestos and is only a minor contamination.

An asbestos removal contractor's licence can be verified by contacting WorkCover NSW's Certification Unit on 13 10 50.

Part 5 – Document Control

RELEVANT LEGISLATION: BUILDING CODE OF AUSTRALIA
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT
CONTAMINATED LANDS MANAGEMENT ACT
WORK HEALTH AND SAFETY ACT

RELATED POLICIES AND PROCEDURES:

RESPONSIBLE OFFICER: ALL OFFICERS OF COUNCIL

RESPONSIBILITIES: Y / N

APPROVALS: COUNCIL

NEXT REVIEW DATE:

RECORD KEEPING NOTES:

HISTORY:
Previous Policy: None

STAFF TRAINING REQUIRED? Y / N

Administrative information

File number or Policy number	File number / Policy number
Document status	Draft
Version number	No. 1.
Date last modified or Amendment history	8 October 2013
Date last modified by:-	Geoffg
Created by	Anne Guzman
Approved by (It may be appropriate to remove this once Policy has been adopted by Council)	Geoffg
Date Policy first adopted by Council	insert date
Effective date	insert date
Review period	This Policy will be reviewed at the time of any relevant legislative changes, or may be reviewed at a minimum, every three years.
Review date	insert date

ORD03

Attachment 1

Responsibility for review	
Date presented to the Work Health and Safety Committee	Insert date
Document distribution	Internal
Document owner	
Contact person for further information	

DRAFT



ORDINARY COUNCIL

ORD04

ORD04

SUBJECT: HARRINGTON PARK COMMUNITY CHRISTMAS CAROLS - REQUEST TO REFUND DA AND ASSOCIATED FEES

FROM: Director, Development & Health

TRIM #: 13/72607

PURPOSE OF REPORT

The purpose of this report is to seek Council's determination of a request from Harrington Park Anglican Church for a refund of development application (DA) and associated fees for the annual Harrington Park Community Christmas Carols and Firework Night.

BACKGROUND

Council received a DA and associated fees from the Harrington Park Anglican Church to run its annual community Christmas Carols and Fireworks night. The event is held inside the grounds of the Harrington Park Public School which is located at 2 Sir Warwick Fairfax Drive, Harrington Park.

The DA (905/2013) was approved on the 28 November 2013, to hold the event for the next 3 years.

A request has been received from the Harrington Park Anglican Church to waive the DA fees.

A copy of the request is provided in the attachments to this report.

MAIN REPORT

The applicant Harrington Park Anglican Church submitted a request to waive the DA and associated fees of \$466. The fees were based on the estimated project value of \$7000, and include:

Fee	Purpose	Amount
Development Application Fee	The assessment of the Development Application by Council	\$191
Public Notification Fee	To notify surrounding neighbours by Council	\$247
Archiving Fee	The physical and electronic storage of the applications by Council	\$28
		Total = \$466

At the Council meeting of 13 June 2006, Council considered an investigation into fee waiving for community based development. Council resolved to reaffirm that all fees associated with the assessment of DAs are payable by the applicant.

CONCLUSION

A request has been received by Council seeking the DA and associated fees for the Harrington Park Community Carols and Firework Night to be waived. The total amount of those fees is \$466.

The request is now able to be referred to Council for its consideration for refunding of the applicable application fees.

RECOMMENDED

A matter for Council, and that the applicant be advised of Council's decision.

ATTACHMENTS

1. Waive of DA Fee



Harrington Park Anglican Church
Rev. Jonathan Squire
PO Box 424
Narellan NSW 2567
4648 1822 (office)
jonsquire@gmail.com

17 October 2013

Dear Sir or Madam:

Enclosed is a Development Application relating to the annual Harrington Park Community Christmas Carols and Fireworks night.

This annual community event has been run for the past 10+ years as a service to the local Harrington Park community and surrounding area. The event was originally organized and run by the developers of Harrington Park. However, since 2006 the event has been organized and run by our church (Harrington Park Anglican Church). This year's event is planned to be run on Saturday 14th December from 5:30pm to 9:30pm.

We have been informed that a Development Application is necessary for an event of this scale and nature, and so we are lodging this application. Given the established history and consistency of the event over many years, our intention is to continue to run the event on an annual basis for at least the next 3 years. As such, we are requesting approval of this application for a 3 year period. This would mean that we would not need to lodge the same application on an annual basis.

We understand that a Development Application process incurs a fee. However, we would like to seek an exemption from Council for this fee given that we are a not-for-profit community group who runs this event as a service to the local community. We are able to provide the necessary organisation and volunteer labour to make this event happen, but we are not in a position to fund the event ourselves. We rely on the support of other local businesses and organizations to cover the event costs, and we are hoping that Council is able to also help in this regard by providing this fee exemption.

Thank you for your assistance with this application. If you have any questions about this application or the event, please do not hesitate to contact me on (02) 4648 1822 or 0402 970 976.

Yours truly,

Rev. Jonathan Squire
Harrington Park Anglican Church

ORD04

Attachment 1

ORD04

Attachment 1

NOTE : A copy of this quote must be included with your lodgement				
Address		Date	17-Oct-13	GST
DEVELOPMENT & CONSTRUCTION CERTIFICATE FEES		Quoted By	LB	
FEE DETAILS		No. Off	.COST/No OFF	FEE
Project Cost (Total cost rounded up to nearest \$1000) (building, demolition and/or other work)			\$ 7,000.00	\$ 191.00
DA Fee NO building cost (Y/N)		n	\$ -	N
Public Notification (DWGs over 1 storey) Y/N		y	\$ 247.00	N
Advertised (A) Designated (DES) Prohibited (P) Other LEP-DCP (O) Public Notification (PN) Nil (N)		n	\$ -	N
Building inspections (No off)		0	\$ -	Y
Inspection Packages NOTE Includes Occupation Certificate				
House <\$250000(H) >\$250000(H1) Alterations & Additions <\$100000 (A) > \$100000 (A1) Rural Sheds (S) Pools & Spas (P) Minor Work (M) Nil (N)		y	n	\$ -
Intergrated Devel Admin Fee Y/N		n	\$ -	N
Enter EXACT Value of Work Here for LSL and Construction Certificate			\$ 6,700.00	
Construction Certificate (Y/N) (NOTE Based on exact project cost)		n	\$ -	Y
Long service levy for CC and DA (Y/N)		n	\$ -	N
(NEW FEE) PUBLIC INFRASTRUCTURE DAMAGE INSPECTION FEE				
DWELLINGS (Enter number of dwellings)		0	\$ -	Y
ALTERATIONS & ADDITIONS (> \$50,000.00) (Y / N)		n	\$ -	Y
POOLS & Inground concrete water tanks >10,000litres (Y / N)		n	\$ -	Y
COMMERCIAL/INDUSTRIAL (New work - excluding shop fitout/alterations) (Y/N)		n	\$ -	Y
Archiving (Y/N)		y	\$ 28.00	N
Archiving Minimum fee (Y/N)		n	\$ -	N
Archiving Maximum fee (Y/N)		n	\$ -	N
Road Openings Y/N (For Multiple Road openings insert number)		1	n	\$ -
PCA Certificate Handling (Enter number of certificates)		0	\$ -	
Advertising sign/structure (No. off)		0	\$ -	Y
Landscape Plan Assessment				
Small (S) Medium (M) Large (L) Major (MJ) Nil (N)		n	\$ -	Y
Subdivision Certificate (including Linen Release)				
Consolidating/Boundary adjustment (Y/N)		n	\$ -	Y
Council is PCA & has inspected works (number of lots)		0	\$ -	Y
No CC issued and no work required (number of lots)		0	\$ -	Y
Endorsment when original has been amended lost/destroyed (Y/N)		n	\$ -	Y
Bond Admin Fee (Cash or Cheque = C, Bank Guarantee = B)		b	0	\$ -
Early release of linen plan (Y/N)		n	\$ -	
Subdivision				
Subdivision with new roads (Number of ADDITIONAL lots created)		0	\$ -	N
Subdivision NO new roads (Number of ADDITIONAL lots created)		0	\$ -	N
Strata (Number of ADDITIONAL lots created)		0	\$ -	N
Request for Sustainable Effluent Application Area (NOTE per lot) Enter number of lots		0	\$ -	
Occupation Certificates				
Minor building (M) Nil (N)		n	\$ -	Y
Major development, flats, schools, shopping centres etc (MJ) Nil (N)		n	\$ -	Y
Change of use (C) Nil (N)		n	\$ -	Y
Final inspection interim occupation certificate (IO) Nil (N)		n	\$ -	Y
Final occupation certificate (FO) Nil (N)		n	\$ -	Y
Dwellings (sole occupancy Dwelling) NOTE New Charge Y/N		n	\$ -	Y
Tree removal (A) 1-2 trees (B) 3-4 Trees (C) 5-6 Trees (D) 7-8 (E) 9+ Nil (N)		n	\$ -	N
Section 96 Modification of DA				
Original DA Fee (NOTE Doesn't involve erection of building or demolition of a building)			\$ -	\$ -
If the DA is for a dwelling LESS than \$100,000.00 (Y/N)		n	\$ -	
Original construction cost of DA			\$ -	\$ -
Total Cost			\$	466.00
NOTE: This statement is valid for 30 day only from date on quote. All fees and charges are to be paid on lodgement				
Whilst this is a quote ALL fees and charges are subject to review upon lodgement of the application				



ORDINARY COUNCIL

ORD05

ORD05

**SUBJECT: PROPOSED ROAD NAMING - NEW ROADS IN ACADIAN RELEASE
AREA OF COBBITTY**

FROM: Director, Development & Health

TRIM #: 13/69753

PURPOSE OF REPORT

The purpose of this report is to advise Council of the results of the public exhibition of future road names within the Acadian release area in the suburb of Cobbitty, and to seek Council's endorsement of the proposed names.

BACKGROUND

Development Application (DA) 435/2011 was approved on 14 June 2011 for the construction of 245 residential lots, including roads at 421C The Northern Road, Cobbitty.

At the Council meeting on 8th October 2013, Council resolved to endorse the proposed list of road names for a 30 day exhibition period, and that a further report detailing the results of a 30 day public exhibition period be provided to Council.

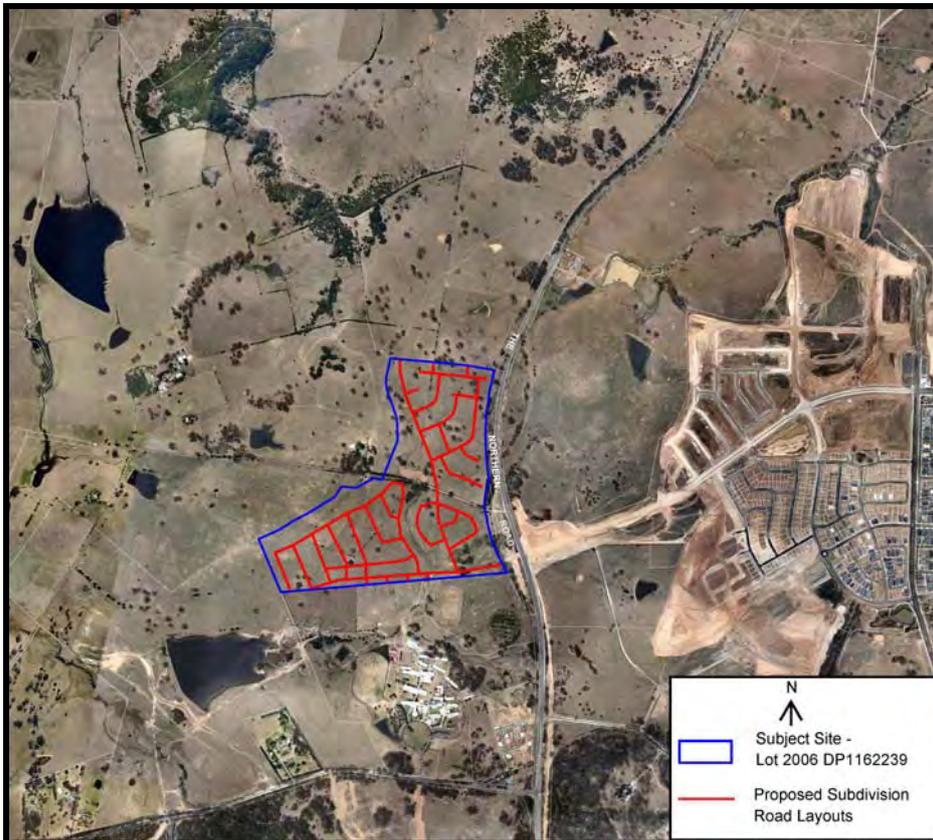
The developer of this subdivision has put forward a list of proposed road names to be assigned to the subdivision. **A copy of the letter and masterplan is provided as Attachment 1 at the end of this report.**

The list of proposed road names has been considered by the Geographical Names Board (GNB) in accordance with their guidelines for the naming of roads. The GNB has raised no objections to the proposed names.

The proposed road names are based around the local history of the area. Charles McIntosh arrived at Denbigh in 1866 and used the property to breed Clydesdale horses. In the 20th century the McIntosh family converted Denbigh to a dairy farm, and later a successful cattle stud.

Council has recently prepared a draft Road Naming Policy. The draft Policy was placed on public exhibition from 28 August to 27 September 2013. At the same time, Council invited submissions for inclusion on a list of preferred future road names. The draft Policy and list will be reported back to Council in February 2014 for consideration.

AERIAL PHOTO



MAIN REPORT

The road names that were placed on exhibition are:

Road Names	Street Type	Meaning
Arkell	Way	One of the original land grants was to Thomas Arkell, principal overseer of Government stock in the early 1800's
Arcadian Hills	Crescent	"Arcadian" is someone who lives a simple rural lifestyle, and this theme will be reinforced throughout the estate
Barbara	Street	A fine Ayrshire cow imported by the McIntosh family from Scotland
Bangor	Terrace	Is the name of one of the three homes on the Denbigh estate, sited atop a hill overlooking the area
Charles McIntosh	Parkway	Charles McIntosh was one of the original owners of "Denbigh"
Daniels	Road	Robert. Came to Australia from England about 1836 and after working in Sydney for some years,

		settled at Cobbitty where he lived in 1884
Fernleigh	Court	Solomon, a teamster. Came to Australia in 1855. Son Samuel farmed first on property now Fergusons Road and then at "Fernleigh", Cobbitty Paddocks. Grand-daughters: Misses Ellis of Elderslie. Grandsons: Arthur, Walter and Harry
Heber	Close	Heber Chapel at Cobbitty was built by Denbigh owner & pioneering clergyman, Thomas Hassall
Horne	Street	George Horne was the school master at Denbigh in the early 1800's
Hook	Street	Charles Hook owned the Denbigh property in 1815 – 1827
Holz	Road	John. Took a clearing lease in the district in 1843. Daughter Jane married William Holz in 1862 and settled at Marshdale, Cobbitty in 1868
Graceful	Court	Graceful of Denbigh was a famous breeding cow and Dam of Governor of Denbigh top NSW sire in 1957
Jefferis	Avenue	James Jefferis was a family member and a doctor in the Camden district for forty years
Karalee	Road	The University of Sydney relocated the Plant Breeding Institute to Cobbitty in 1991 on the properties known as Karalee and Hilder, which it had purchased in 1982 and 1985 respectively
Kitty	Lane	Kitty of Denbigh was the first registered cow bred by the McIntosh brothers on 16th March 1910
Kobady	Avenue	First mention of the name 'Cobbitty' (or as it used to be written, 'Cobbedee') is by Governor Macquarie. In his diary (1815) we read, "early next morning we made a start and by 10 am arrived at a remarkable prominence overlooking extensive flats they call 'KOBADY'"
Long Bush	Rise	A part of the original Netherbyres Estate which is part of the subject land
Loudon	Crescent	John Claudius Loudon prepared models of historic homestead sitings of which Denbigh was sited on a knoll in a valley
Lustre	Street	A famous Ayrshire cow family on "Denbigh"
Mandy	Lane	Mandy, a famous breeding cow at Denbigh – won champion cow at the Royal Easter show for the McIntosh Bros

Marshdale	Street	John. Took a clearing lease in the district in 1843. Daughter Jane married William Holz in 1862 and settled at Marshdale, Cobbitty in 1868
Matavai	Street	Was a landowner of Denbigh in the 1800s
Oak Flat	Avenue	The paddock name given to Arkell's grant
Olive Hill	Drive	Requested by Ron McIntosh to reflect on Olive Tree Hill to the north of Acadian Hills
Plantation	Rise	Name given to hills overlooking Denbigh
Redgate	Terrace	Refers to the entrance to Sand Hill
Ruby	Street	Name suggested by McIntosh family – a fine breeding cow at Denbigh
Sand Hill	Rise	Sand Hill name of a property owned by McIntosh Bros
Squires	Avenue	After Rev. Thomas Hassall, one of the original owners of Denbigh, and sometimes known as "the squire of Denbigh"
Vineyard	Road	On Plantation Hill at Denbigh
Wisteria	Rise	A flowering plant commonly used for summer shade on gazebos/pergolas

The request has been considered in accordance with Council's draft Road Naming Policy and is considered consistent with the draft policy.

The names have been sourced using local history including settlers, local persons and names appropriate to the physical, historical or cultural character of the area.

NOTIFICATION

The proposed road names were notified for a 30 day period from 16 October 2013 to 14th November 2013. No submissions were received.

CONCLUSION

The proposed road names have been assessed by Council staff in accordance with the GNB criteria and Council's draft policy and satisfy both policies. The names have been publicly exhibited for 30 days with no submissions being received.

This matter is now reported to Council with a recommendation to approve the list of names for these future roads.

RECOMMENDED

That Council:

- i. endorse the list of proposed road names for the Acadian release area in the suburb of Cobbitty;**
- ii. publish the approved name in the NSW Government Gazette and in local newspapers; and**
- iii. inform Australia Post, the Registrar General and the Surveyor General of the approved names.**

ATTACHMENTS

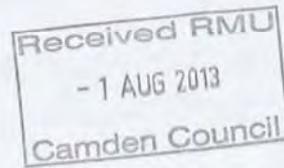
- 1. Developer Letter and Masterplan**

ORD05

Attachment 1

AVJennings

General Manager
Camden Council
PO Box 183
CAMDEN NSW 2570



Attention: Angie Juvanshu

31st July 2013

Re: Arcadian Hills at Cobbitty, Street Names,
Lot 2006 DP 1162239 421 The Northern Road, Cobbitty.

Dear Sir,

AVJennings is about to commence construction of its subdivision and is seeking approval from Council to the street names for this estate.

Attached is a list of street names which AVJennings is seeking approval to, together with an indicative master plan showing where the street names may be used. The list has more names allocated than that shown on the plan in case the future planning of the estate requires variations to be made and additional roads are created.

The street names selected are intended to reflect the history of the area and a brief historical explanation has been shown for each name on the list.

Can you please confirm that you have received approval from the Geographical Names Board of NSW to use the street names listed.

If you wish to further discuss this matter please feel free to call me on (02) 9846 6606.

Yours faithfully,

A handwritten signature in black ink, appearing to read "Paul Tarasenko".

Paul Tarasenko
Development Manager

AVJennings Properties Limited ABN 50 001 601 503 Builders Licence No 39168C
11 Brookhollow Avenue Baulkham Hills NSW 2153
Postal Address : PO Box 7207 Baulkham Hills BC NSW 2153
w: avjennings.com.au t: 02 9846 6400 f: 02 9846 6445
Queensland - New South Wales - Victoria - South Australia



Master Plan



Legend

- Stage 1
- Future Residential
- Historic Lily Pond
- Riparian Corridor
- Public Reserve

* Curtilage of Historic Denbigh House on State Heritage Register.

All images which appear in this brochure are illustrative and may vary from the final product. All descriptions have been prepared in good faith and with due care however they may be subject to change without notice at any time. Purchasers should inform and aware themselves by inspection of boundaries and other matters necessary prior to purchase. (S) Registered Business Buckle (L) Listed Building (R) (B) (C) (M) (W) (P) (J) (K) (L) (S) (T) (U) (V) (W) (X) (Y) (Z) (AA) (AB) (AC) (AD) (AE) (AF) (AG) (AH) (AI) (AJ) (AK) (AL) (AM) (AN) (AO) (AP) (AQ) (AR) (AS) (AT) (AU) (AV) (AW) (AX) (AY) (AZ) (BA) (BB) (BC) (BD) (BE) (BF) (BG) (BH) (BI) (BJ) (BK) (BL) (BM) (BN) (BO) (BP) (BQ) (BR) (BS) (BT) (BU) (BV) (BW) (BX) (BY) (BZ) (CA) (CB) (CC) (CD) (CE) (CF) (CG) (CH) (CI) (CJ) (CK) (CL) (CM) (CN) (CO) (CP) (CQ) (CR) (CS) (CT) (CU) (CV) (CW) (CX) (CY) (CZ) (DA) (DB) (DC) (DD) (DE) (DF) (DG) (DH) (DI) (DJ) (DK) (DL) (DM) (DN) (DO) (DP) (DQ) (DR) (DS) (DT) (DU) (DV) (DW) (DX) (DY) (DZ) (EA) (EB) (EC) (ED) (EE) (EF) (EG) (EH) (EI) (EJ) (EK) (EL) (EM) (EN) (EO) (EP) (EQ) (ER) (ES) (ET) (EU) (EV) (EW) (EX) (EY) (EZ) (FA) (FB) (FC) (FD) (FE) (FF) (FG) (FH) (FI) (FJ) (FK) (FL) (FM) (FN) (FO) (FP) (FQ) (FR) (FS) (FT) (FU) (FV) (FW) (FX) (FY) (FZ) (GA) (GB) (GC) (GD) (GE) (GF) (GG) (GH) (GI) (GJ) (GK) (GL) (GM) (GN) (GO) (GP) (GQ) (GR) (GS) (GT) (GU) (GV) (GW) (GX) (GY) (GZ) (HA) (HB) (HC) (HD) (HE) (HF) (HG) (HH) (HI) (HJ) (HK) (HL) (HM) (HN) (HO) (HP) (HQ) (HR) (HS) (HT) (HU) (HV) (HW) (HX) (HY) (HZ) (IA) (IB) (IC) (ID) (IE) (IF) (IG) (IH) (II) (IJ) (IK) (IL) (IM) (IN) (IO) (IP) (IQ) (IR) (IS) (IT) (IU) (IV) (IW) (IX) (IY) (IZ) (JA) (JB) (JC) (JD) (JE) (JF) (JG) (JH) (JI) (JJ) (JK) (JL) (JM) (JN) (JO) (JP) (JQ) (JR) (JS) (JT) (JU) (JV) (JW) (JX) (JY) (JZ) (KA) (KB) (KC) (KD) (KE) (KF) (KG) (KH) (KI) (KJ) (KL) (KM) (KN) (KO) (KP) (KQ) (KR) (KS) (KT) (KU) (KV) (KW) (KX) (KY) (KZ) (LA) (LB) (LC) (LD) (LE) (LF) (LG) (LH) (LI) (LJ) (LK) (LL) (LM) (LN) (LO) (LP) (LQ) (LR) (LS) (LT) (LU) (LV) (LW) (LX) (LY) (LZ) (MA) (MB) (MC) (MD) (ME) (MF) (MG) (MH) (MI) (MJ) (MK) (ML) (MN) (MO) (MP) (MQ) (MR) (MS) (MT) (MU) (MV) (MW) (MX) (MY) (MZ) (NA) (NB) (NC) (ND) (NE) (NF) (NG) (NH) (NI) (NJ) (NK) (NL) (NM) (NO) (NP) (NQ) (NR) (NS) (NT) (NU) (NV) (NW) (NX) (NY) (NZ) (OA) (OB) (OC) (OD) (OE) (OF) (OG) (OH) (OI) (OJ) (OK) (OL) (OM) (ON) (OO) (OP) (OQ) (OR) (OS) (OT) (OU) (OV) (OW) (OX) (OY) (OZ) (PA) (PB) (PC) (PD) (PE) (PF) (PG) (PH) (PI) (PJ) (PK) (PL) (PM) (PN) (PO) (PP) (PQ) (PR) (PS) (PT) (PU) (PV) (PW) (PX) (PY) (PZ) (QA) (QB) (QC) (QD) (QE) (QF) (QG) (QH) (QI) (QJ) (QK) (QL) (QM) (QN) (QO) (QP) (QQ) (QR) (QS) (QT) (QU) (QV) (QW) (QX) (QY) (QZ) (RA) (RB) (RC) (RD) (RE) (RF) (RG) (RH) (RI) (RJ) (RK) (RL) (RM) (RN) (RO) (RP) (RQ) (RR) (RS) (RT) (RU) (RV) (RW) (RX) (RY) (RZ) (SA) (SB) (SC) (SD) (SE) (SF) (SG) (SH) (SI) (SJ) (SK) (SL) (SM) (SN) (SO) (SP) (SQ) (SR) (SS) (ST) (SU) (SV) (SW) (SX) (SY) (SZ) (TA) (TB) (TC) (TD) (TE) (TF) (TG) (TH) (TI) (TJ) (TK) (TL) (TM) (TN) (TO) (TP) (TQ) (TR) (TS) (TT) (TU) (TV) (TW) (TX) (TY) (TZ) (UA) (UB) (UC) (UD) (UE) (UF) (UG) (UH) (UI) (UJ) (UK) (UL) (UM) (UN) (UO) (UP) (UQ) (UR) (US) (UT) (UU) (UV) (UW) (UX) (UY) (UZ) (VA) (VB) (VC) (VD) (VE) (VF) (VG) (VH) (VI) (VJ) (VK) (VL) (VM) (VN) (VO) (VP) (VQ) (VR) (VS) (VT) (VU) (VV) (VW) (VX) (VY) (VZ) (WA) (WB) (WC) (WD) (WE) (WF) (WG) (WH) (WI) (WJ) (WK) (WL) (WM) (WN) (WO) (WP) (WQ) (WR) (WS) (WT) (WU) (WV) (WW) (WX) (WY) (WZ) (XA) (XB) (XC) (XD) (XE) (XF) (XG) (XH) (XI) (XJ) (XK) (XL) (XM) (XN) (XO) (XP) (XQ) (XR) (XS) (XT) (XU) (XV) (XW) (XZ) (YA) (YB) (YC) (YD) (YE) (YF) (YG) (YH) (YI) (YJ) (YK) (YL) (YM) (YN) (YO) (YP) (YQ) (YR) (YS) (YT) (YU) (YV) (YW) (YZ) (ZA) (ZB) (ZC) (ZD) (ZE) (ZF) (ZG) (ZH) (ZI) (ZJ) (ZK) (ZL) (ZM) (ZN) (ZO) (ZP) (ZQ) (ZR) (ZS) (ZT) (ZU) (ZV) (ZW) (ZX) (ZY) (ZZ)

Call 131 878 | avjennings.com.au

AVJennings

ORDINARY COUNCIL

ORD06

SUBJECT: NSW LOCAL INFRASTRUCTURE RENEWAL SCHEME 2013**FROM:** Acting Director Governance**TRIM #:** 13/69440

PURPOSE OF REPORT

The purpose of this report is to advise Council of the opportunity to apply for a subsidised loan under the NSW Local Infrastructure Renewal Scheme. Additionally, endorsement is sought for the lodgement of an application to the scheme.

BACKGROUND

In March 2012, under the Local Infrastructure Renewal Scheme (LIRS), the NSW Government approved 82 projects put forward by 62 Councils, with a combined value of \$439 million. As an initiative of the NSW Government to promote investment in infrastructure, 'Round 1' of the LIRS sought to stimulate and enhance the economy, generating lasting economic, social and environmental benefits.

In October 2012, the NSW Government announced 'Round 2' of the LIRS, providing access to a further \$63.5 million (to finance the interest subsidy component) to support infrastructure backlog projects as well as projects enabling infrastructure for new housing development. Council lodged a LIRS application under 'Round 2' for an interest subsidy on a \$2 million loan, for which it received approval in July 2013. The \$2 million loan under the LIRS 'Round 2', in part funded Council's previously adopted 'Community Infrastructure Renewal Program (\$6 million)'.

In September 2013, the NSW Government announced that a further \$30 million is still available to support both backlog infrastructure projects, as well as projects providing enabling infrastructure for new housing development. 'Round 3' of the LIRS will provide a 3% interest subsidy on loan borrowings to undertake these projects.

MAIN REPORT

The issue of infrastructure backlog remains a considerable challenge for local government in NSW. In this regard, as previously noted, the NSW Government developed the LIRS in the form of a 3% interest subsidy on loans to stimulate investment in local government asset renewal, and thus derive a number of benefits for local communities. Applications for the scheme close 31 December 2013, with advice due on successful applications in May 2014.

LIRS Eligibility Requirements

To ensure funds made available under the LIRS achieve their intended purpose, a number of eligibility criteria must be addressed in lodgement of an application. The key LIRS criteria are summarised as follows:

- Projects/programs must be in an advanced stage of preparation, and be ready to commence within 12 months of signing the LIRS agreement;
- Preference will be given to projects/programs with a minimum capital value of \$1 million;

- Projects/programs must be identified as part of Council's infrastructure backlog (renewal) program or enable the provision of new housing.

In addition to these points, emphasis in the scheme is placed upon the 'National Framework for Local Government Financial Sustainability', as reflected in Council's commitments defined under the 'Integrated Planning & Reporting' framework. As a consequence, while the eligibility requirements of the scheme promote funding for community benefit, the criteria focus of short term delivery of infrastructure that provides maximum impact highlights the importance of defining a targeted list of projects that will comply with the LIRS and assist in realising the vision of Camden 2040.

Eligible Projects/Programs

In developing a LIRS application, Council Officers reviewed a number of infrastructure information sources, such as the 'Amended Delivery Program 2013/14 – 2016/17', and '2013/14 Operational Plan' (including the Unfunded Works and Services contained within) as previously approved by Council. In reviewing these various source documents, a short-list of eligible projects/programs has been developed for the consideration of Council. A copy of the eligible projects/programs list is **as per the Attachment to this report**.

Road Reconstruction Program and Asset Renewal Reserve

Council has an adopted road reconstruction program in the 2014/15 and 2015/16 budget totalling \$3.97 million, this is part funded by Council's loans borrowing program. There is an opportunity to align the borrowing of \$2.25 million to this scheme to take advantage of the 3% subsidy on offer. This will realise a saving in interest of approximately \$370,000 over the life of the loan.

Council's Asset Renewal Reserve will have an uncommitted balance of \$759,500 by 2015/16 (as adopted by Council). There is currently no renewal works program aligned to this reserve. It is recommended that these funds be added to the package increasing the total spent on asset renewal to \$4.73 million over two (2) years. Council's assets section has recommended that renewal works be undertaken within the Camden Town Centre. Renewal works will include street furniture, kerb and guttering, paving and general beautification in accordance with the Town Centre Strategy 2008, details of which will be provided in a further report to Council to determine the nature and scope of renewal works.

The proposed funding package is explained in more detail below and the proposed works program can found in **as per the Attachment to this report**.

Local Infrastructure Renewal Scheme - Round 3		
2014/15 Road Reconstruction	\$1,955,300	Various Roads within LGA
2015/16 Road Reconstruction	\$2,014,000	Various Roads within LGA
Camden Town Centre	\$759,500	Asset Renewal
Total Program	\$4,728,800	
Funded by:		
LIRS subsidised Loan	\$2,250,000	As per adopted Loans Program
Asset Renewal Reserve	\$759,500	Cash balance of Reserve

General Fund	\$1,719,300	As per adopted Budget
Total Funding	\$4,728,800	

It is important to note that Council's Long-term financial plan has already factored in loan borrowings of \$2.25 million; it is recommended that Council does not increase this amount to ensure Council is able to afford the borrowing required to part fund the new administration building, which unfortunately does not qualify under this scheme.

FINANCIAL IMPLICATIONS

In accordance with the requirements of the 'Integrated Planning and Reporting' framework, Council is required to develop a ten-year resourcing strategy (Long Term Financial Plan) to identify the resources needed to implement the community strategic plan. As part of this strategic financial management process, any additional capital funding needs must be assessed in the context of Council's Long Term Financial Plan.

As part of the review process in evaluating potential projects under the LIRS, a \$2.25 million loan borrowing is considered sustainable, in light of other loan commitments already factored into Council's Long Term Financial Plan. Furthermore, based on a 3% interest subsidy over the life of a \$2.25 million loan, the total interest saving for Council is calculated at \$370,000.

CONCLUSION

The LIRS provides the opportunity for Council to access subsidised loan funding to deliver either backlog infrastructure projects, or projects that enable infrastructure for new housing development. A list of potential projects was identified for funding under the LIRS (**as per the Attachment to this report**).

The projects identified, are considered to be the most appropriate subject for Council's application to the LIRS, in accordance with the scheme's selection criteria. The opportunity of injecting a total of \$4.73 million into asset renewal achieves the objective of accelerating investment in Council's infrastructure backlog; therefore it is recommended that Road Reconstruction and Asset Renewal is the subject of Council's LIRS application to the NSW Government.

If you include the adopted Community Infrastructure Renewal Program (\$6 million) Camden Council will invest over \$10 million in asset renewal over the next 6 years, demonstrating Council's commitment to asset renewal and reducing the infrastructure backlog.

RECOMMENDED

That Council:

- i. approve the Road Reconstruction and Asset Renewal Program as part of its application for funding under the NSW Local Infrastructure Renewal Scheme – Round 3;**
- ii. approve an application to the NSW Local Infrastructure Renewal Scheme – Round 3, to a loan value of \$2.25 million;**
- iii. lodge an application with the NSW Government for a loan (interest subsidy)**

under the NSW Local Infrastructure Renewal Scheme – Round 3, by 31 December 2013;

- iv. execute the subsidised loan agreement with the NSW Government, under the NSW Local Infrastructure Renewal Scheme – Round 3, for the Asset Renewal and Road Reconstruction Program pursuant to Council’s Power of Attorney granted on 27 August 2013, Minute Number ORD215/13, or by affixing the Common Seal of Council; and**
- v. the State Member for Camden, Mr Chris Patterson, be advised of Council’s submissions under the NSW Local Infrastructure Renewal Scheme – Round 3 and asked to support Council in seeking the applicable funding.**

ORD06

ATTACHMENTS

1. Local Infrastructure Renewal Scheme Round 3 - Schedule of Works

ORD06

Attachment 1

Local Infrastructure Renewal Scheme - Round 3	
WORKS DESCRIPTION	AMOUNT
2014/15 Road Reconstruction	
Camden South - Cowper Drive (S2) Road Reconstruction	\$300,800
Catherine Field - Springfield Rd (S2) Road Reconstruction	\$262,100
Cobbitty - Cobbitty Road (S18) Road Reconstruction	\$450,000
Elderslie - Macarthur Road (S4) Road Reconstruction	\$314,400
Harrington Park - Fairwater Drive (S4) Road Resurface	\$104,000
Harrington Park - Fairwater Drive (S5) Road Resurface	\$93,000
Leppington - Alma Road (S1) Reconstruction	\$297,000
Mount Annan - O'Dea Road (S3) Part Reconstruction	\$134,000
Sub Total 2014/15 Road Reconstruction	\$1,955,300
2015/16 Road Reconstruction	
Camden - Forrest Crescent (S1) - Road Reseal	\$47,000
Camden South - Johnson Avenue (S1) Road Reconstruction	\$156,800
Camden South - Berallier Drive (S3) - Road Reseal	\$42,400
Camden South - Bligh Avenue (S1) - Road Reseal	\$32,600
Catherine Field - Lilyfield Close (S1) - Road Reseal	\$29,700
Currans Hill - Stephenson Place (S2) - Road Reseal	\$13,700
Currans Hill - Downes Crescent (S2) - Road Reseal	\$58,800
Currans Hill - Tramway Drive (S4) - Road Reseal	\$57,800
Leppington - Dwyer Road (S8) Road Reconstruction	\$246,200
Leppington - Anthony Road (S6) Road Reconstruction	\$219,000
Leppington - Alma Road (S3) Reconstruction	\$220,300
Leppington - Deepfields Road (S6) Reconstruction	\$340,000
Leppington - Rossmore Crescent (S5) Reconstruction	\$241,000
Mount Annan - Sheridan Way (S1) - Road Reseal	\$30,400
Narellan - Doncaster Avenue (S3) - Road Reconstruction	\$278,300
Sub Total 2015/16 Road Reconstruction	\$2,014,000
Camden Town Centre	
Footpaths / Kerb Works (subject to future report)	\$714,500
Street Furniture (subject to future report)	\$45,000
Sub Total Camden Town Centre	\$759,500
Total Program	\$4,728,800



ORDINARY COUNCIL

ORD07

ORD07

**SUBJECT: GREGORY HILLS VOLUNTARY PLANNING AGREEMENT
AMENDMENTS**
FROM: Acting Director Governance
TRIM #: 13/50459

PURPOSE OF REPORT

The purpose of this report is to advise Council of the outcome of the public exhibition of the amendments to the Gregory Hills Voluntary Planning Agreement (VPA) and to seek a resolution to execute the amended Agreement.

BACKGROUND

At its meeting of 27 March 2012 Council resolved to enter into the Gregory Hills VPA. The VPA applies to land within the Turner Road precinct of the South West Growth Centre (SWGC) and comprises the residential component of the Gregory Hills development. This VPA will deliver the infrastructure, services and facilities related to the Gregory Hills development in accordance with the Oran Park Turner Road Contributions Plan (OPTR CP) and the Indicative Layout Plan (ILP). The total VPA package includes \$64.3M worth of works, land dedication and monetary contributions.

At its meeting on 26 February 2013, Council resolved to vary Schedule 3 of the Gregory Hills VPA in order to bring the VPA into line with the adopted ILP and the OPTR CP. This variation related only to Stage 10 of the Gregory Hills development and was required due to an interpretation error that was brought to Council's attention by Dart West (the developers of Gregory Hills). The descriptions of a number of these open space and drainage areas (and therefore calculations) did not correspond to those within the OPTR CP.

The OPTR CP identifies the required areas for drainage and open space. In this instance the drainage and the open space areas are provided on the same site, as is often appropriate. The VPA however inadvertently considered the developments as separate items technically resulting in more land being required than what was anticipated in the OPTR CP. The misinterpretation of the OPTR CP and the ILP has similarly been replicated in other future stages. It is important to note that the proposed amendments will correct the calculations for the drainage and open space land and will not result in any loss of open space, nor will there be any increase in the development potential of the site.

A Councillor Workshop was undertaken to discuss the proposed variation to the Gregory Hills VPA on the 12 February 2013.

As part of the Council report of the 26 February 2013 it was determined that this misinterpretation of basins and open space in Gregory Hills will be rectified in a further amendment to be reported to Council at a later stage. In addition, it is appropriate that the OPTR CP and VPA be amended on a regular basis. It was recommended that a further report to Council be provided once this amendment process was undertaken. An amended VPA has now been prepared and publicly exhibited. This report seeks Council's resolution to enter into this revised Agreement.

MAIN REPORT

The Gregory Hills VPA provides for substantial works and facilities over the duration of the development of the precinct. Following discussions, the proponent has requested Council make several amendments to the Gregory Hills VPA to amend minor ongoing issues and to bring it into line with existing development onsite and the development envisaged by the ILP and the OPTR CP. Minor amendments have also been proposed to rectify inconsistencies with the removal of incorrect or out-dated terminology and to ensure best practice.

As part of the Council report of the 26 February 2013 it was recommended Council Officers undertake an amendment to the Gregory Hills VPA to rectify all of the misinterpretation errors that have occurred in the OPTR CP and ILP open space and basins within the rest of the stages other than Stage 10 within the Gregory Hills development.

Council Officers have been in discussions with the developer, Dart West Developments in relation to potential amendments to the Gregory Hills VPA. The initial issues are primarily related to addressing the error in calculation of land area for drainage basins and open space on the western tributary of South Creek within Gregory Hills. Other changes proposed include amendments to operational clauses of the VPA.

As a result, draft amendments to the Gregory Hills VPA were formulated. These amendments were discussed at a Councillor Workshop on the 15 October 2013.

These draft amendments to the Gregory Hills VPA were reported to Council on the 22 October 2013 with the recommendation that the tracked changed document and deed of variation be placed on public exhibition and that the bank guarantee be returned once the Gregory Hills VPA Amendments were executed.

At its meeting on the 22 October 2013, Council resolved that:

- i. Council publicly exhibit the Draft amended Gregory Hills Voluntary Planning Agreement and Deed of Variation for a period of 28 days in accordance with the provision of the Environmental Planning and Assessment Regulations 2000;*
- ii. a further report be prepared and submitted to Council to allow consideration of submissions received during the exhibition period; and*
- iii. Council is to return the bank guarantee upon execution of this agreement in the amount of \$690,520.07 to Dart West Developments as the contribution item 137 in schedule 3 has been deleted from the Gregory Hills VPA.*

The proposed amendments to the Gregory Hills VPA were publicly exhibited for 28 days from 30 October 2013 to 26 November 2013 at the Camden and Narellan Administration Centres and Libraries and also on Council's website.

Council also placed several advertisements in the local newspapers advising the public of the exhibition period on 30 October 2013 and 13 November 2013.

No submissions were received as a result of the public exhibition.

The amended Gregory Hills VPA, as exhibited, is provided as **Attachment 1 to this report.**

The VPA amendment is now being reported for Council to consider entering into the Agreement following the exhibition period, given no submissions were received.

If Council resolves to enter into the Agreement, the developer (Dart West) will be asked to sign the VPA and Council will use its Power of Attorney (granted on 27 August 2013, Minute Number ORD215/13) to execute the planning agreement. Alternatively Council can also choose to affix the Common Seal of Council.

As part of the Stage 10 Gregory Hills VPA Variation that was reported to Council on the 26 February 2013 it was noted that there is a distinct legal difference between a “variation” and an “amendment” to the VPA. The latter requires exhibition and significant time, where the former does not. Following legal advice, to ensure the proposed changes can be considered as a “variation”, there was a need to ensure the total Contribution Value provided in the VPA did not change. Accordingly, in Schedule 3 of the VPA Council requested that Dart West provide Council with a monetary contribution to the value of \$690,521.07 to ensure the total value remains the same. This was provided by way of bank guarantee. This measure and obligation was intended to be temporary until and unless an amendment to the VPA is carried out at which time this amount would be deducted from the monetary contribution owing to Council and bank guarantee returned. Council is now undertaking an amendment to the Gregory Hills VPA and therefore Council no longer requires the bank guarantee. It is recommended that this bank guarantee now be returned to Dart West upon execution of the revised Agreement.

FINANCIAL IMPLICATIONS

Council is to return the bank guarantee amount of \$690,520.07 to the developers (Dart West Developments) as this contribution item in Schedule 3 is resolved through the proposed amendments to the VPA and is no longer required.

CONCLUSION

At its meeting on 22 October 2013, Council recommended that the draft Gregory Hills VPA and the deed of variation be placed on public exhibition for a period of 28 days in accordance with the provision of the Environmental Planning and Assessment Regulations 2000. The proposed amendments to the Gregory Hills VPA (and deed of variation) were publicly exhibited for 28 days from 30 October 2013 to 26 November 2013 at the Camden and Narellan Administration Centres and Libraries and also on Council's website.

Advertisements were placed in the Camden- Narellan Advertiser, as per Council's Notification policy, on 30 October 2013 and 13 November 2013. No submissions were received as a result of the public exhibition.

It is important to note that the proposed amendments to the VPA will bring the Agreement into line with the adopted ILP and CP. The changes will not result any increase in development potential of the site or in any loss of planned open space. It is therefore recommended that Council agree to enter into the revised Agreement and that the bank guarantee in the amount of \$690,520.07 be returned to Dart West Developments upon execution at the Agreement.

RECOMMENDED

That Council:

- i. enter into the revised draft Gregory Hills VPA as exhibited;**
- ii. execute the Gregory Hills Voluntary Planning Agreement pursuant to Council's Power of Attorney granted on 27 August 2013, Minute Number ORD215/13, or by affixing the Common Seal of Council;**
- iii. return the bank guarantee upon execution of this agreement in the amount of \$690,520.07 to Dart West Developments as the contribution item 137 in schedule 3 has been deleted from the Gregory Hills VPA;**
- iv. notify the Minister of Planning and provide a copy of the executed VPA in accordance with the Environmental Planning and Assessment Act and the Regulations; and**
- v. notify interested parties of Council's determination.**

ATTACHMENTS

- 1. Gregory Hills VPA attachment**

Gregory Hills
Planning Agreement

Under s93F of the *Environmental Planning and Assessment Act 1979*

Camden Council
Dart West Developments Pty Limited
Trustees of the Marist Brothers

Date:

ORD07

Gregory Hills Planning Agreement
 Camden Council
 Dart West Developments Pty Limited
 Trustees of the Marist Brothers

ORIGIN AND AMENDMENTS

Gregory Hills Planning Agreement (VPA) Origin:

Execution as an Agreement Dated: 4 May 2012

Amendments to Gregory Hills Planning Agreement (VPA):

Amendment No.	Date Adopted	Date in Effect	Description
1	26 February 2013	31 May 2013	Gregory Hills VPA Variation includes changes to schedule 3 (Clause 35-39, 107-111 and 137).
2	10 December 2013		Gregory Hills VPA Amendments including changes to clauses 12, 13, 25, 36, schedule 1 & schedule 3 and the inclusion of a new Appendix A.

Attachment 1

Gregory Hills VPA - Origin and Amendments

Adopted: 10 December 2013
 Date in Effect: December 2013

2

Gregory Hills Planning Agreement
 Camden Council
 Dart West Developments Pty Limited
 Trustees of the Marist Brothers

Dart West Gregory Hills Planning Agreement

Table of Contents

Summary Sheet	5
Parties	7
Background	7
Operative provisions	7
Part 1 - Preliminary	7
1 Definitions & Interpretation	7
2 Application of this Agreement.....	11
3 Further agreements relating to this Agreement.....	11
4 Surrender of right of appeal, etc.....	11
5 Application of s94, s94A and s94EF of the Act to the Development.....	11
6 Conditions of Consent	11
Part 2 – Development Contributions	12
7 Provision of Development Contributions	12
8 WIK Agreement and application of Surplus Credit	12
9 Procedures relating to payment of monetary Development Contributions.....	13
10 Procedures relating to the dedication of land	13
Part 3 - Provisions regarding the Carrying out of Work	14
11 Deferral of Work.....	14
12 Approval of design of Work	15
13 Staging of Works	16
14 Carrying out of Work.....	16
15 Access to the Land	17
16 Protection of people and property	17
17 Damage and repairs to Work.....	17
18 Variation of Work	17
19 Procedures relating to the completion of Work	18
20 Procedures relating to the rectification of defects	18
21 Failure to carry out Work	18
22 Works-As-Executed-Plan.....	19
Part 4 – Indemnities and Insurances	19
23 Indemnity and Insurance	19
Part 5 - Security	20
	3

ORD07

Attachment 1

Gregory Hills Planning Agreement
 Camden Council
 Dart West Developments Pty Limited
 Trustees of the Marist Brothers

24	Provision of Security	20
25	Release & return of Security.....	21
26	Call-up of Security	21
	Part 6 - Other Provisions.....	22
27	Recovery of cost of Work carried out by the Council	22
28	Enforcement in a court of competent jurisdiction	22
29	Dispute Resolution – expert determination.....	22
30	Dispute Resolution – mediation	23
31	Registration of this Agreement	23
32	Compulsory Acquisition	24
33	Assignment, sale of Land, etc	25
34	Monitoring & review of this Agreement.....	26
35	Variations to Contribution Items and Staging	27
36	Notices	27
37	Approvals and Consent	28
38	Legal costs.....	28
39	Entire Agreement.....	28
40	Further acts.....	28
41	Notations on section 149(2) Planning Certificates	29
42	Governing law and jurisdiction.....	29
43	Joint and individual liability and benefits.....	29
44	No fetter	29
45	Representations and Warranties	29
46	Severability	29
47	Modification.....	30
48	Waiver.....	30
49	GST.....	30
50	Explanatory Note relating to this Agreement.....	31
	Schedule 1	32
	Schedule 2.....	38
	Schedule 3.....	39
	Execution.....	71
	Appendix A.....	73
1.1	Flooding and Watercycle Management	73

Gregory Hills Planning Agreement
Camden Council
Dart West Developments Pty Limited
Trustees of the Marist Brothers

Dart West Gregory Hills Planning Agreement

Summary Sheet

Council:

Name: Camden Council
Address: 37 John Street, CAMDEN NSW 2570
Telephone: (02) 4654 7777
Facsimile: (02) 4654 7829
Email: mail@camden.nsw.gov.au
Representative: Mr Ron Moore – General Manager

Developers:

Name: Dart West Developments Pty Limited
Address: PO Box 228, NARELLAN NSW 2567
Telephone: (02) 4648 5511
Facsimile: (02) 4623 8925
Email: david.taylor@dartwest.com.au
Representative: Mr David Taylor – General Manager, Property

Landowner:

Name: Trustees of the Marist Brothers
Address: PO Box 138, DRUMMOYNE NSW 1470
Telephone: (02) 9819 6622
Facsimile: (02) 9819 6184
Email: anthony.robinson@marists.org.au
Representative: Br Anthony Robinson – Provincial Secretary

Land:

See definition of *Land* in clause 1.1.

ORD07

Gregory Hills Planning Agreement
Camden Council
Dart West Developments Pty Limited
Trustees of the Marist Brothers

Development:

See definition of *Development* in clause 1.1.

Development Contributions:

See Schedule 3.

Application of s94, s94A and s94EF of the Act:

See clause 5.

Security:

See clauses 11.1.2, 24 and 32.

Registration:

Yes. See clause 31.

Restriction on dealings:

See clause 33.

Dispute Resolution:

Expert determination and mediation. See clauses 29 and 30.

Attachment 1

Gregory Hills Planning Agreement
Camden Council
Dart West Developments Pty Limited
Trustees of the Marist Brothers

Dart West Gregory Hills Planning Agreement

Under s93F of the *Environmental Planning and Assessment Act 1979*

Parties

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

and

Dart West Developments Pty Limited ABN 32 107 685 370 of PO Box
228, Narellan NSW 2567 (Developer)

and

Trustees of the Marist Brothers ABN 91 064 875 510 of PO Box 138,
Drummoyne NSW 1470 (Landowner)

Background

- A The Landowner is the owner of the Land.
- B The Developer proposes to carry out the Development.
- C The Developer and the Landowner propose to make Development Contributions in connection with the carrying out of the Development in accordance with this Agreement.

Operative provisions

Part 1 - Preliminary

1 Definitions & Interpretation

- 1.1 In this Agreement the following definitions apply:

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

Agreement means this Agreement and includes any schedules, annexures and appendices to this Agreement.

Gregory Hills Planning Agreement
 Camden Council
 Dart West Developments Pty Limited
 Trustees of the Marist Brothers

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:

- (a) one of the following trading banks:
 - (i) Australia and New Zealand Banking Group Limited,
 - (ii) Commonwealth Bank of Australia,
 - (iii) Macquarie Bank,
 - (iv) National Australia Bank Limited,
 - (iv) St George Bank Limited,
 - (v) Westpac Banking Corporation, or
- (b) any other financial institution approved by the Council in its absolute discretion.

Construction Certificate has the same meaning as in the Act.

Contribution Item or Item means an item or part of an item specified or described in Column 1 of Schedule 3.

Contribution Value means:

- (a) the amount contained in Column 7 of Schedule 3, in respect of Contribution Items contained in Schedule 3 as at the date of this Agreement; or
- (b) the amount agreed between the Parties in respect of any Contribution Items not included in Schedule 3 at the date of this Agreement,

indexed from September 2011 in accordance with the *Consumer Price Index (All Groups - Sydney)* published by the Australian Bureau of Statistics

CP means the *Oran Park and Turner Road Precincts Section 94 Contributions Plan*.

Defects Liability Period means the period commencing on the date on which a Work is taken to be complete under clause 19 of this Agreement and ending 12 months after that date.

Deferred Work Security means the Security provided under clause 11.1.2 of this Agreement.

Development means the development specified or described in Schedule 2.

Development Application has the same meaning as in the Act.

Development Consent has the same meaning as in the Act.

Development Contribution means a monetary contribution, the dedication of land free of cost, the carrying out of work, or the provision of any other material public benefit, or any combination of them, to be used for, or applied towards a public purpose.

Final Lot means a lot which is not intended to be further subdivided (by any means including strata subdivision) for the purposes of the Development.

GST has the same meaning as in the GST Law.

GST Law has the same meaning as 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.

Gregory Hills Planning Agreement
 Camden Council
 Dart West Developments Pty Limited
 Trustees of the Marist Brothers

Indicative Staging Plan means the Plans entitled *VPA Plan 1 – Gregory Hills, VPA Plan 2 – Gregory Hills, VPA Plan 3 – Gregory Hills*, as varied by agreement between all of the Parties from time to time.

Just Terms Act means the *Land Acquisition (Just Terms Compensation) Act 1991*.

Land means the land shown edged in heavy red on the Plan entitled *Land Covered by VPA – Gregory Hills*.

LG Act means the *Local Government Act 1993*.

LPI means Land and Property Information.

Maintenance Period means, in relation to a Contribution Item, a period of 5 years from the date of completion of the Contribution Item within the meaning of this Agreement.

Masterplan means the Plan entitled *Gregory Hills Masterplan*.

Party means a party to this agreement, including their successors and assigns.

Plan means a plan in the Plan Package.

Plan Package means the suite of plans contained in Schedule 1.

Plan of Management means a plan of management within the meaning of s36 of the LG Act.

Principal Certifying Authority has the same meaning as in the Act.

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.

Registrar-General means the Registrar-General referred to in the *Real Property Act 1900*.

Registration Security means a Security provided under clause 31.3 of this Agreement.

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

Relevant Stage means:

- (a) in respect of a Contribution Item that is located wholly within a Stage, the Stage within which that Contribution Item is located,
- (b) in respect of a part of a Contribution Item where that Item is located in more than one Stage, the Stage within which the part of the Contribution Item is located,

as identified in the Indicative Staging Plan and Column 2 of the Table to Schedule 3..

Security means a Bank Guarantee, or a bond or other form of security to the satisfaction of the Council.

Stage means a stage of the Development, as shown on the Indicative Staging Plan.

Subdivision Certificate has the same meaning as in the Act.

Superlot means any part of the Land in relation to which the Developer proposes to sell Final Lots which are not yet created, and which does not include any part of the Land to be dedicated under this Agreement.

Gregory Hills Planning Agreement
 Camden Council
 Dart West Developments Pty Limited
 Trustees of the Marist Brothers

Surplus Credit means \$426,459.00 indexed in accordance with clause 9.3 in the same manner as monetary Development Contributions.

Vegetation Management Plan means a plan that contains provisions relating to the establishment and maintenance of land.

WIK Agreement means the works-in-kind agreement entered into between the Developer and the Council on 12 January 2011.

Work means the physical result of any building, engineering or construction work in, on, over or under land required to be carried out by the Developer under this Agreement.

- 1.2 In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:
- 1.2.1 Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
 - 1.2.2 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.
 - 1.2.3 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.
 - 1.2.4 A reference in this Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.
 - 1.2.5 A reference in this Agreement to a \$ value relating to a Development Contribution is a reference to the value exclusive of GST.
 - 1.2.6 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.
 - 1.2.7 A reference in this Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
 - 1.2.8 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
 - 1.2.9 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
 - 1.2.10 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.
 - 1.2.11 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 genders.
 - 1.2.12 References to the word 'include' or 'including' are to be construed without limitation.
 - 1.2.13 A reference to this Agreement includes the agreement recorded in this Agreement.

Gregory Hills Planning Agreement
Camden Council
Dart West Developments Pty Limited
Trustees of the Marist Brothers

- 1.2.14 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, but does not include the owner of a Final Lot.
- 1.2.15 Any schedules, appendices and attachments form part of this Agreement.
- 1.2.16 Notes appearing in this Agreement are operative provisions of this Agreement.

2 Application of this Agreement

- 2.1 This Agreement applies to the Land and to the Development.

3 Further agreements relating to this Agreement

- 3.1 The Parties may, at any time and from time to time, enter into agreements relating to the subject-matter of this Agreement that are not inconsistent with this Agreement for the purpose of implementing this Agreement.

4 Surrender of right of appeal, etc.

- 4.1 The Developer or the Landowner are not to commence or maintain, or cause to be commenced or maintained, any proceedings in the Land and Environment Court involving an appeal against, or questioning the validity of, a Development Consent relating to the Development or an approval under s96 of the Act to modify a Development Consent relating to the Development to the extent that it relates to the existence of this Agreement or requires any aspect of this Agreement to be performed according to the terms of this Agreement.

5 Application of s94, s94A and s94EF of the Act to the Development

- 5.1 This Agreement excludes the application of s94 to the Development.
- 5.2 This Agreement excludes the application of s94A to the Development.
- 5.3 This Agreement does not exclude the application of s94EF to the Development.

6 Conditions of Consent

- 6.1 Nothing in this Agreement, other than clauses 5.1 and 5.2, limits or restricts the ability of Council to impose conditions on Development Consents pursuant to the Act, and no action which the Developer takes in compliance with any such conditions constitutes a breach of this Agreement.

Gregory Hills Planning Agreement
 Camden Council
 Dart West Developments Pty Limited
 Trustees of the Marist Brothers

Part 2 – Development Contributions

7 Provision of Development Contributions

- 7.1 The Developer is to make Development Contributions to the Council in accordance with this Agreement and otherwise to the satisfaction of the Council, other than Development Contributions which comprise the dedication of land owned by the Landowner.
- 7.2 The Landowner is to make Development Contributions comprising the dedication of land to the Council in accordance with this Agreement and otherwise to the satisfaction of the Council.
- 7.3 Schedule 3 has effect according to its terms.
- 7.4 The Council is to apply each Development Contribution made by the Developer or Landowner under this Agreement towards the public purpose for which it is made and otherwise in accordance with this Agreement.
- 7.5 Despite clause 7.3, the Council may apply a Development Contribution made under this Agreement towards a public purpose other than the public purpose specified in this Agreement if the Council considers that the public interest would be better served by applying the Development Contribution towards that other purpose rather than the purpose so specified.

8 WIK Agreement and application of Surplus Credit

- 8.1 Subject to clause 8.2, for the purposes of s94(5)(b) of the Act, the Council accepts the Development Contributions made by the Developer under the WIK Agreement in full satisfaction of the obligations imposed on the Developer under s94 of the Act by the following conditions of the following Development Consents:
 - 8.1.1 condition 6.15 of the Development Consent granted to DA No. 140/2010 by the Council on 6 April 2011,
 - 8.1.2 condition 4.25 of the Development Consent granted to DA No. 81/2009 by the Council on 28 September 2009,
 - 8.1.3 condition 4.8 of the Development Consent granted to DA No. 797/2010 by the Council on 12 October 2010, and
 - 8.1.4 condition 6 of the Development Consent granted to DA1193/2007, in relation to stage 1A of that development, and
 - 8.1.5 condition 7 of the Development Consent granted to DA1193/2007, in relation to stage 1B of that development.
- 8.2 The Parties agree that the Development Contributions made by the Developer under the WIK Agreement satisfy the Developer's obligation to pay the project management component of the contributions required by the conditions referred to in clauses 8.1.
- 8.3 The Parties agree that on and from the date of this Agreement, the Council holds the Surplus Credit in favour of the Developer which is to be applied in satisfaction of:

Gregory Hills Planning Agreement
 Camden Council
 Dart West Developments Pty Limited
 Trustees of the Marist Brothers

- 8.3.1 any requirement imposed on the Developer under s94 of the Act by a Development Consent relating to the Development that has not yet been complied with, or
 - 8.3.2 any monetary Development Contributions required to be made under this Agreement,
 but only to the extent of the Surplus Credit.
 - 8.4 The Parties agree that on and from the date of this Agreement:
 - 8.4.1 all works required to be carried out under the WIK Agreement have been completed;
 - 8.4.2 any land required to be dedicated to Council under the WIK Agreement which has not already been dedicated to Council is to be dedicated to Council free of cost, pursuant to this Agreement; and
 - 8.4.3 the WIK Agreement will be terminated.
- 9 Procedures relating to payment of monetary Development Contributions
- 9.1 A monetary Development Contribution is made for the purposes of this Agreement when the Council receives the full amount of the contribution payable under this Agreement in cash or by unendorsed bank cheque or by the deposit by means of electronic funds transfer of cleared funds into a bank account nominated by the Council.
 - 9.2 The Developer is to give the Council not less than 2 business days written notice of its intention to pay a monetary Development Contribution.
 - 9.3 Monetary Development Contributions are to be indexed in accordance with the methodology for indexing contributions under the CP between the date of this Agreement, and the date of payment of the monetary Development Contributions.
- 10 Procedures relating to the dedication of land
- 10.1 A Development Contribution comprising the dedication of land is made for the purposes of this Agreement when:
 - 10.1.1 a deposited plan is registered in the register of plans maintained by the Registrar-General, that dedicates land as a public road (including a temporary public road) under the *Roads Act 1993* or creates a public reserve or drainage reserve under the LG Act, or
 - 10.1.2 the Council is given an instrument in registrable form under the *Real Property Act 1900* that is effective to transfer the title to the land to the Council when registered.
 - 10.2 For the purposes of clause 10.1.2:
 - 10.2.1 the Landowner is to give the Council, for execution by the Council as transferee, an instrument of transfer under the *Real Property Act 1900* relating to the land to be dedicated,
 - 10.2.2 the Council is to execute the instrument of transfer and return it to the Developer within 7 days of receiving it from Landowner,

Gregory Hills Planning Agreement
 Camden Council
 Dart West Developments Pty Limited
 Trustees of the Marist Brothers

- 10.2.3 the Landowner is to lodge the instrument of transfer for registration with the Registrar-General within 7 days of receiving it from the Council duly executed, and
- 10.2.4 the Landowner is to do all things reasonably necessary to enable registration of the instrument of transfer to occur.
- 10.3 If this Agreement requires the Landowner to dedicate land to the Council on which the Developer is required to carry out a Work under this Agreement, the Landowner is to give to the Council the instrument of transfer of the land under clause 10.2.1 not later than 7 days after the Work is taken to have been completed in accordance with this Agreement.
- 10.4 The Developer must notify the Landowner of any notices issued under clause 19 of this Agreement, so that the Landowner can determine when a Work is taken to have been completed in accordance with this Agreement.

Part 3 - Provisions regarding the Carrying out of Work

11 Deferral of Work

- 11.1 Notwithstanding any other provision of this Agreement, if the Developer forms the view at any time, that it is unable to make a Development Contribution comprising a Work by the time the Developer expects to apply for the issue of the Subdivision Certificate before which the Work is required to be completed under this Agreement, then:
 - 11.1.1 the Developer must provide written notice to the Council to that effect;
 - 11.1.2 the Developer must provide the Council with Security in an amount being 100% of the value of the uncompleted part of the Work (calculated with reference to and not exceeding the Contribution Value of the Work) before the date on which the application for the relevant Subdivision Certificate is made;
 - 11.1.3 the Developer must provide to Council, for Council's approval, a revised completion date for the Work;
 - 11.1.4 Council can approve, or not approve a revised completion date in its discretion, and if the Council does not approve the Developer's revised completion date for the Work, the Council and Developer must negotiate in good faith and agree upon a revised completion date for the Work; and
 - 11.1.5 the time for completion of the Work under this Agreement will be taken to be the revised completion date approved by the Council under clause 11.1.4.
- 11.2 If the Developer complies with clause 11.1, then it will not be considered to be in breach of this Agreement as a result of a failure to complete a Work by the time for completion of the Work specified in Column 6 of Schedule 3.
- 11.3 If the Work is not completed by the revised date for completion of the Work agreed under clause 11.1.4, then the Council may call on the Security to meet any of its costs incurred under this Agreement in respect of the failure to complete the Work by the revised date for completion.

Gregory Hills Planning Agreement
 Camden Council
 Dart West Developments Pty Limited
 Trustees of the Marist Brothers

- 11.4 The amount of Security is to be indexed annually from September 2011 in accordance with the *Consumer Price Index (All Groups - Sydney)* published by the Australian Bureau of Statistics.
- 11.5 The Developer is to ensure that a Security held by the Council at all times equals the amount of the Security so indexed.
- 11.6 The Developer need not provide any additional Security under this clause if at the time the Security would be payable under this clause, Council holds Security under the other provisions of this Agreement in an amount which covers the amount of Security required to be held under those other clauses, and the amount of Security required to be held under this clause.

12 Approval of design of Work

- 12.1 Council must approve the design and specifications for each Work unless otherwise agreed in writing by the Council in relation to any particular Work.
- 12.2 Prior to commencing design of a Work, the Developer must request that the Council provide the Developer with its requirements for the location (generally in accordance with the Indicative Staging Plan), design, materials and specifications for the provision of the Work.
- 12.3 When requesting Council's requirements under clause 12.2 the Developer may provide a proposal, including preliminary concept designs to assist Council in preparing its requirements.
- 12.4 Once the Developer receives the Council's requirements for the Work under clause 12.2, the Developer is to provide the initial design for the Work to Council for the Council's approval.
- 12.5 The initial design for the Work is to include or be accompanied by such information as is required for the making of a Development Application for the Work including:
 - 12.5.1 a draft Plan of Management for the land on which the Work is to be located on its dedication to the Council, if that land will be classified as community land within the meaning of the LG Act; and
 - 12.5.2 a draft Vegetation Management Plan for the land on which the Work is to be located, if the Council has advised the Developer that a Vegetation Management Plan is required,
 - 12.5.3 a detailed maintenance regime for the Work, and detailed costings, prepared by a suitably qualified person, for the carrying out of the maintenance regime.
- 12.6 The Council is to advise the Developer in writing whether it approves of the initial design of the Work within 2 months of receiving the initial design from the Developer.
- 12.7 The Developer will make any change to the initial design for the Work required by the Council.
- 12.8 The Developer is not to lodge any Development Application for a Work unless the Council has first approved the initial design for the Work and provided its written certification that the Development Application is consistent with the approved initial design of the Work.
- 12.9 The Council is to provide the written certification referred to in clause 12.8 within 14 days of being provided with a copy of the proposed Development

Gregory Hills Planning Agreement
 Camden Council
 Dart West Developments Pty Limited
 Trustees of the Marist Brothers

Application by the Developer, unless the Council forms the view that the proposed Development Application is not consistent with the approved initial design of the Work.

- 12.10 A Development Application for Work is to be accompanied by the written certification referred to in clause 12.9 when lodged with the Council, as the consent authority.
- 12.11 The Developer is to bear all costs associated with obtaining the Council's approval to the initial design of a Work in Schedule 3 of this Agreement under this clause.
- 12.12 Following Development Consent being issued for a Work, the Developer shall work with Council in the preparation of the detailed design for it and submit the detailed design to the Council for its approval.
- 12.13 The Developer is not to lodge any application for a Construction Certificate for a Work, with any Principal Certifying Authority, unless the Council has first approved the detailed design for the Work, and provided its written certification that the application for a Construction Certificate is consistent with the approved detailed design of the Work.
- 12.14 The Council is to provide the written certification referred to in Clause 12.13 within 14 days of being provided with a copy of the application for a Construction Certificate by the Developer, unless the Council forms the view that the application is not consistent with the approved detailed design of the Work.
- 12.15 Council's written certification outlined in clause 12.14 shall specify any particular milestones of construction of a Work and if so, the Developer is to provide the Council with a minimum of 24 hours notice prior to commencing a particular milestone and allow the Council access to the relevant land to inspect the Work.
- 12.16 An application for a Construction Certificate for a Work is to be accompanied by the written certification referred to in clause 12.14 when lodged with the Council, as the consent authority.
- 12.17 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 Work.

13 Staging of Works

- 13.1 In order to ensure that the Developer can provide the Contribution Items comprising Works at the time required under this Agreement, the Developer must ensure that Development Applications are lodged which seek consent for the Works, in conjunction with the Relevant Stage.

14 Carrying out of Work

- 14.1 Any Work that is required to be carried out by the Developer under this Agreement is to be carried out:
 - 14.1.1 in accordance with any design or specification specified by the Council,

Gregory Hills Planning Agreement
 Camden Council
 Dart West Developments Pty Limited
 Trustees of the Marist Brothers

ORD07

- 14.1.2 any relevant Development Consent, Construction Certificate and any other applicable law,
- 14.1.3 in a good and workmanlike manner and to the accepted industry standards,
- 14.1.4 and otherwise to the satisfaction of the Council.
- 14.2 If the Developer is required by the Council to prepare or modify a design or specification relating to a Work for approval by the Council under clause 14.1, the Developer is to bear all costs relating to the preparation or modification and approval of the design and specification.

15 Access to the Land

- 15.1 The Landowner is to permit the Council, its officers, employees, agents and contractors to enter the Land or any other land at any time, upon giving reasonable prior notice, in order to inspect, examine or test any Work or to remedy any breach by the Developer relating to the carrying out of a Work.
- 15.2 The Council is to permit the Developer to enter and occupy any land owned or controlled by the Council for the purpose of enabling the Developer to carry out any Work under this Agreement that is required to be carried out on such land or to perform any other obligation imposed on the Developer by or under this Agreement.

16 Protection of people and property

- 16.1 The Developer is to ensure to the fullest extent reasonably practicable in relation to the carrying out of any Work that:
 - 16.1.1 all necessary measures are taken to protect people and property, and
 - 16.1.2 unnecessary interference with the passage of people and vehicles is avoided, and
 - 16.1.3 nuisances and unreasonable noise and disturbances are prevented.

17 Damage and repairs to Work

- 17.1 The Developer, at its own cost, is to repair and make good to the satisfaction of the Council any loss or damage to a Work from any cause whatsoever which occurs prior to the date on which the Work is taken to have been completed under this Agreement.

18 Variation of Work

- 18.1 A Work is not to be varied by the Developer, unless:
 - 18.1.1 the Parties agree in writing to the variation, and
 - 18.1.2 any consent or approval required under the Act or any other law to the variation is first obtained, and

Attachment 1

Gregory Hills Planning Agreement
 Camden Council
 Dart West Developments Pty Limited
 Trustees of the Marist Brothers

- 18.1.3 the Developer bears all of the Council's costs of and incidental to agreeing to and approving the variation.
- 18.2 For the purposes of clause 18.1 a variation may relate to any matter in relation to the Work that is dealt with by this Agreement.
- 18.3 If Council requests a variation to a Work after a Construction Certificate has been issued for the Work, then the Council shall be liable to pay to the Developer an amount equal to the increase in the costs of completing the Work, which results from the variation requested by the Council.
- 18.4 Council shall pay the amount referred to in clause 18.3 to the Developer after the Work is complete, and within 28 days of receipt of:
- 18.4.1 a tax invoice for the amount claimed by the Developer; and
- 18.4.2 documentation which demonstrates to Council's satisfaction the increase in costs as a result of the variation requested by the Council.
- 18.5 For the avoidance of doubt, a variation to a Work under this clause does not require the variation of this Agreement, provided the Council is satisfied that the variation is generally consistent with the intended objectives and outcomes of this Agreement at the date of this Agreement.
- 19 Procedures relating to the completion of Work
- 19.1 A Development Contribution comprising the carrying out of a Work is made for the purposes of this Agreement when the Council accepts the completion of the Work in accordance with this clause.
- 19.2 Subject to this Agreement, when the Developer considers that a Work required to be carried out by the Developer under this Agreement is complete, the Developer is to give to the Council a notice in writing to that effect.
- 19.3 The Council is taken to have accepted the completion of a Work that is the subject of a notice referred to in clause 19.2, if the Council gives the Developer a notice to that effect.
- 19.4 On completion of the Work, the Council accepts responsibility for the Work subject to anything to the contrary in this Agreement.
- 20 Procedures relating to the rectification of defects
- 20.1 During the Defects Liability Period, the Council may give to the Developer a Rectification Notice.
- 20.2 The Developer is to comply with a Rectification Notice at its own cost according to its terms and to the satisfaction of the Council.
- 20.3 If the Developer breaches clause 20.2, the Council may have the relevant defect rectified and may recover its costs of so doing as a debt due in a court of competent jurisdiction.
- 21 Failure to carry out Work

Gregory Hills Planning Agreement
 Camden Council
 Dart West Developments Pty Limited
 Trustees of the Marist Brothers

ORD07

Attachment 1

- 21.1 If the Council considers that the Developer is in breach of any obligation under this Agreement relating to the carrying out of any Work, the Council may elect to give the Developer a notice requiring:
- 21.1.1 the carrying out of further work relating to the Work to immediately cease except in relation to the rectification of the breach, and
- 21.1.2 the breach to be rectified to the Council's satisfaction.
- 21.2 A notice given under clause 21.1 is to allow the Developer a period of not less than 28 days or such further period as the Council considers reasonable in the circumstances to rectify the breach.
- 21.3 Without limiting any other rights the Council has to enforce this Agreement, the Council may, if the Developer does not comply with a notice given under clause 21.1:
- 21.3.1 call upon any Security, and
- 21.3.2 carry out and complete the Work the subject of the Developer's breach.
- 21.4 Clauses 29 and 30 do not prevent a notice being given under clause 21.1 and do not apply to such a notice or the circumstances relating to the giving of that notice, and any procedure commenced under clause 29 or clause 30 ceases to apply when such a notice is given.
- 21.5 The Council is not required to give the Developer a notice under clause 21.1 as a pre-condition to calling-up any Security in relation to the Developer's breach if the Council reasonably believes that the Developer is unlikely to comply with a Rectification Notice.
- 21.6 If the Council calls up a Security pursuant to clause 21.5, the Council is to notify the Developer in writing immediately following the calling up of that Security.

22 Works-As-Executed-Plan

- 22.1 No later than 60 days after a Work is taken to have been completed in accordance with this Agreement, the Developer is to submit to the Council a full works-as-executed-plan in respect of the Work the subject of the notice.

Part 4 – Indemnities and Insurances

23 Indemnity and Insurance

- 23.1 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:
- 23.1.1 Council's approval of the design and specifications of any Work;
- 23.1.2 the carrying out by the Developer of any Work; and

Gregory Hills Planning Agreement
 Camden Council
 Dart West Developments Pty Limited
 Trustees of the Marist Brothers

- 23.1.3 the performance by the Developer of any other obligation under this Agreement.
- 23.2 The Developer is to take out and keep current to the satisfaction of the Council the following insurances in relation to Work required to be carried out by the Developer under this Agreement up until the Work is taken to have been completed in accordance with this Agreement:
 - 23.2.1 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,
 - 23.2.2 public liability insurance for at least \$20,000,000.00 for a single occurrence, which covers the Council, the Developer and any subcontractor of the Developer, for liability to any third party,
 - 23.2.3 workers compensation insurance as required by law, and
 - 23.2.4 any other insurance required by law.
- 23.3 If the Developer fails to comply with clause 23.2, 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:
 - 23.3.1 by calling upon any Security provided by the Developer to the Council under this Agreement, or
 - 23.3.2 recovery as a debt due in a court of competent jurisdiction.
- 23.4 The Developer is not to commence to carry out any Work unless it has first provided to the Council satisfactory written evidence of all of the insurances specified in clause 23.2.

Part 5 - Security

24 Provision of Security

- 24.1 To secure the performance of the Developer's obligations in relation to Contribution Items 12, 13 and 44 the Developer is to provide the Council with Security such that the amount of Security held by the Council from the time set out in Column 1 of the Table to this clause equals the amount set out in Column 2 of the Table to this clause corresponding to that time.

Table

Column 1 Time	Column 2 Amount
On execution of this Agreement	\$740,137.02
Prior to the issuing of the Subdivision Certificate that creates the 501 st Final Lot in the Development.	\$1,480,274.04

Gregory Hills Planning Agreement
 Camden Council
 Dart West Developments Pty Limited
 Trustees of the Marist Brothers

Prior to the issuing of the Subdivision Certificate that creates the 1,051 st Final Lot in the Development.	\$2,220,411.07
Prior to the issuing of the Subdivision Certificate that creates the 1501 st Final Lot in the Development.	\$2,664,493.28
Prior to the issuing of the Subdivision Certificate that creates the 1801 st Final Lot in the Development.	\$1,876,324.79

- 24.2 The amount of the Security is to be indexed annually from September 2011 in accordance with the Consumer Price Index (All Groups - Sydney) published 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.

25 Release & return of Security

- 25.1 The Council is to return the Security or any remaining part of it to the Developer, within 28 days of the completion by the Developer of all of their obligations under this Agreement to the satisfaction of the Council.
- 25.2 At any time following the provision of the Security, the Developer may provide the Council with a replacement Security in the amount of the Security required to be provided under this Agreement.
- 25.3 On receipt of a replacement Security, the Council is to release and return to the Developer as directed, the Security it holds which has been replaced.

26 Call-up of Security

- 26.1 The Council may call-up any Security provided under this Agreement if, in its absolute discretion and despite clauses 29 and 30, it considers that the Developer has breached this Agreement.
- 26.2 If the Council calls on the Security, it may use the amount so paid to it in satisfaction of any costs incurred by it in remedying the breach.
- 26.3 If the Council calls on the Security, the Council may, by notice in writing to the Developer, require the Developer to provide a further or replacement Security in an amount that, when added to any unused portion of the Security held by the Council, equals, but does not exceed the amount of the Security the Council is entitled to hold under this Agreement.
- 26.4 Notwithstanding clause 26.1 or any other provision of this Agreement:
- 26.4.1 a Deferred Work Security can only be called-up in relation to a breach of this Agreement in respect of the carrying out of the Work in relation to which the Deferred Work Security was provided; and
- 26.4.2 a Registration Security can only be called-up in relation to a breach of this Agreement in respect of the Development Contributions required

Gregory Hills Planning Agreement
 Camden Council
 Dart West Developments Pty Limited
 Trustees of the Marist Brothers

in relation to the Superlot for which the Registration Security was provided.

Part 6 - Other Provisions

27 Recovery of cost of Work carried out by the Council

- 27.1 If the Council incurs a cost in carrying out, completing or rectifying a defect in a Work that is not met by a Security provided under this Agreement, the Council may recover the cost from the Developer in a court of competent jurisdiction.
- 27.2 For the purpose of clause 27.1, the Council's costs of carrying out, completing or rectifying a defect in a Work includes, but is not limited to:
- 27.2.1 the reasonable costs of the Council's servants, agents and contractors reasonably incurred for that purpose,
- 27.2.2 all fees and charges necessarily or reasonably incurred by the Council in order to have the Work carried out, completed or rectified, and
- 27.2.3 without limiting clause 27.2.2, all legal costs and expenses reasonably incurred by the Council, by reason of the Developer's failure to comply with this Agreement.

28 Enforcement in a court of competent jurisdiction

- 28.1 Without limiting any other provision of this Agreement, the Parties may enforce this Agreement in any court of competent jurisdiction.
- 28.2 For the avoidance of doubt, nothing in this Agreement prevents:
- 28.2.1 a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Agreement or any matter to which this Agreement relates,
- 28.2.2 the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Agreement or any matter to which this Agreement relates.

29 Dispute Resolution – expert determination

- 29.1 This clause applies to a dispute under this Agreement which relates to a matter that can be determined by an appropriately qualified expert.
- 29.2 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.
- 29.3 Such a dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the dispute.

Gregory Hills Planning Agreement
 Camden Council
 Dart West Developments Pty Limited
 Trustees of the Marist Brothers

- 29.4 If a notice is given under clause 29.3, the Parties are to meet within 14 days of the notice in an attempt to resolve the dispute.
- 29.5 If the dispute is not resolved within a further 28 days, the dispute must be referred to the President of the NSW Law Society to appoint an expert for expert determination.
- 29.6 The expert determination is binding on the Parties except in the case of fraud or misfeasance by the expert.
- 29.7 Each Party must bear its own costs arising from or in connection with the appointment of the Expert and the expert determination.

30 Dispute Resolution – mediation

- 30.1 This clause applies to any dispute under this Agreement other than a dispute to which clause 29 applies.
- 30.2 Such a dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the dispute.
- 30.3 If a notice is given under clause 30.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the dispute.
- 30.4 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.
- 30.5 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.

31 Registration of this Agreement

- 31.1 Subject to clauses 31.2 and 31.3, and subject to the Developer or Landowner obtaining the agreement of the persons specified in section 93H(1) of the Act, the Parties agree that this Agreement will be registered as a planning agreement with the Registrar-General on the title to the Land as permitted by s93H of the Act.
- 31.2 The Parties agree that:
 - 31.2.1 this Agreement will not be registered on the title to any part of the Land which is a Final Lot; and
 - 31.2.2 on lodgement of any plans of subdivision of the Land with the LPI that create Final Lots, the LPI will be directed not to register this Agreement on the title to the Final Lots being created by that plan.
- 31.3 The Parties also agree that the registration of the Agreement will be removed from the title to a Superlot, before the Developer has met its obligations under this Agreement in relation to the Superlot, if:
 - 31.3.1 The Landowner or Developer has notified the Council that it wishes to commence selling Final Lots to be created on the Superlot;

Gregory Hills Planning Agreement
 Camden Council
 Dart West Developments Pty Limited
 Trustees of the Marist Brothers

- 31.3.2 The Landowner or Developer has provided Council with a copy of the proposed plan of subdivision for the Superlot;
- 31.3.3 The Landowner and Developer are not in breach of this Agreement; and
- 31.3.4 The Developer provides the Council with a Security in an amount equal to the Contribution Value of all Contribution Items involving the carrying out of Work and monetary Development Contributions which must be made under this Agreement in connection with the creation of Final Lots on that Superlot.
- 31.4 The Landowner agrees to sign all forms necessary, and do all things reasonably necessary to allow this Agreement to be registered under clause 31.1 including obtaining the consent of any mortgagee or other person with an interest in the Land to that registration, and having the certificates of title for the Land delivered to the Registrar-General.
- 31.5 The Parties agree to sign such documents and do such things as may be required to achieve the said registration within seven (7) days of the execution of this Agreement.
- 31.6 Upon completion of the obligations of the Developer and Landowner pursuant to this Agreement, the Parties must do such things as may be required to remove the recording of this Agreement as a planning agreement from the title of the Land, including removing the recording of the Agreement from the title to part of the Land in respect of this the Developer has met its obligations.
- 31.7 The Developer need not provide any additional Security under this clause if at the time the Security would be payable under this clause, Council holds Security under the other provisions of this Agreement in an amount which covers the amount of Security required to be held under those other clauses, and the amount of Security required to be held under this clause.

32 Compulsory Acquisition

- 32.1 In the event that the Landowner does not dedicate any land required to be dedicated under this Agreement, at the time at which it is required to be dedicated, the Landowner consents to the Council compulsorily acquiring that land, for compensation in the amount of \$1 without having to follow the pre-acquisition procedure under the Just Terms Act.
- 32.2 Council must only acquire land pursuant to clause 32.1 if to do so is reasonable, having regard to the circumstances surrounding the failure by the Landowner to dedicate the land required to be dedicated under this Agreement.
- 32.3 Clause 32.1 constitutes an agreement for the purposes of section 30 of the Just Terms Act.
- 32.4 If, as a result of the acquisition referred to in clause 32.1, the Council must pay compensation to any person other than the Landowner, the Developer or Landowner must reimburse the Council for that amount, upon a written request being made by the Council, or the Council can call on any Security.
- 32.5 Except as otherwise agreed between the Parties, the Landowner must ensure that the land to be dedicated under this Agreement is free of all encumbrances and affectations (whether registered or unregistered and including without limitation any charge or liability for rates, taxes and charges), on both the date that the Landowner is liable to transfer that land to

Gregory Hills Planning Agreement
 Camden Council
 Dart West Developments Pty Limited
 Trustees of the Marist Brothers

ORD07

- the Council under this Agreement, and the date on which the Council compulsorily acquires the whole or any part of that land in accordance with the Just Terms Act.
- 32.6 The Developer and the Landowner indemnify and keep indemnified the Council against all claims made against the Council as a consequence of the acquisition by the Council of the whole or any part of the Land except in relation to any claim that arises from the manner in which the land so acquired is used or managed by the Council.
- 32.7 The Landowner will promptly do all things necessary, and consents to the Council doing all things necessary, to give effect to this clause 32, including without limit:
- 32.7.1 signing any documents or forms;
- 32.7.2 giving land owner's consent for lodgement of any Development Application;
- 32.7.3 producing certificates of title to the Registrar-General under the *Real Property Act 1900*; and
- 32.7.4 paying the Council's costs arising from clause 32.
- 32.8 Notwithstanding clause 32.5, if, despite having used its best endeavours, the Landowner cannot ensure that the land to be dedicated is free from all encumbrances and affectations, then the Landowner may request that Council agree to accept the land subject to those encumbrances and affectations, and:
- 32.8.1 Council cannot withhold its agreement unreasonably if the encumbrance or affectation does not prevent the future use of the land for the public purpose for which it is to be dedicated under this Agreement, unless the encumbrance or affectation is a charge arising as a result of unpaid taxes or charges; and
- 32.8.2 in all other cases, Council may withhold its agreement in its absolute discretion.

33 Assignment, sale of Land, etc

- 33.1 Unless the matters specified in clause 33.2 are satisfied:
- 33.1.1 Landowner is not to transfer any part of the Land, other than a Final Lot, to any person, or
- 33.1.2 the Developer is not to assign to any person the Developer's rights or obligations under this Agreement or novate the Agreement to any person.
- 33.2 The matters required to be satisfied for the purposes of clause 33.1 are as follows:
- 33.2.1 the relevant Party has, at no cost to the Council, first procured the execution by the person to whom that Party'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
- 33.2.2 the Council, by notice in writing to the relevant Party, has stated that evidence satisfactory to the Council has been produced to show that the transferee, assignee or novatee, is reasonably capable of performing its obligations under the Agreement,

Attachment 1

Gregory Hills Planning Agreement
 Camden Council
 Dart West Developments Pty Limited
 Trustees of the Marist Brothers

- 33.2.3 the relevant Party is not in breach of this Agreement, and
- 33.2.4 the Council, acting reasonably, otherwise consents to the transfer, assignment or novation.

34 Monitoring & review of this Agreement

- 34.1 The Developer is to provide to the Council by not later than each anniversary of the date on which this Agreement is entered into a report detailing the performance of its obligations under this Agreement.
- 34.2 The report referred is to be in such a form and to address such matters as may be notified by the Council to the Developer from time to time.
- 34.3 The Council, at its own cost, is to keep a written register of the Development Contributions made by the Developer under this Agreement.
- 34.4 The register is to contain (but is not limited to) particulars of the following:
 - 34.4.1 each Development Contribution made,
 - 34.4.2 the form of the Development Contribution,
 - 34.4.3 the Contribution Item to which the Development Contribution relates by reference to Schedule 3 of this Agreement,
 - 34.4.4 the date on which the Development Contribution is made, and
 - 34.4.5 particulars of any Development Contributions that are required by this Agreement to have been made that the Developer has not made.
- 34.5 The Council is to allow the Parties to have access to the register during the ordinary business hours of the Council and at no cost.
- 34.6 The register is to be conclusive evidence of the matters it contains relating to the making of Development Contributions by the Developer under this Agreement.
- 34.7 The Parties agree to review this Agreement annually, and otherwise if either party is of the opinion that any change of circumstance has occurred, or is imminent, that materially affects the operation of this Agreement.
- 34.8 For the purposes of clause 34.7, the relevant changes include (but are not limited to) any change to a law that restricts or prohibits or enables the Council or any other planning authority to restrict or prohibit any aspect of the Development.
- 34.9 For the purposes of addressing any matter arising from a review of this Agreement referred to in clause 34.7, the Parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this Agreement.
- 34.10 If this Agreement becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties agree to do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Agreement is entered into.
- 34.11 A failure by a Party to agree to take action requested by the other Party as a consequence of a review referred to in clause 34.7 is not a dispute for the purposes of clauses 29 and 30 and is not a breach of this Agreement.

Gregory Hills Planning Agreement
Camden Council
Dart West Developments Pty Limited
Trustees of the Marist Brothers

ORD07

35 Variations to Contribution Items and Staging

- 35.1 The Developer may request that the Council approve a variation to the Contribution Items to be provided under this Agreement.
- 35.2 The Council may, in its absolute discretion agree to a variation of the Contribution Items, provided that the variation does not result in the sum of the Contribution Values of all Contribution Items falling below the sum of the Contributions Values of all Contribution Items as at the date of this Agreement and the variation is generally consistent with the intended objectives and outcomes of this Agreement at the date of this Agreement.
- 35.3 The Developer may request that the Council approve a variation to the staging of the provision of the Contribution Items.
- 35.4 The Developer may request that Council approve a variation to the proposed staging of the Development but only if the variation involves creation of sub-stages within a Stage of the Development.
- 35.5 The Council must act reasonably in determining whether to grant a variation to the staging of the provision of the Contribution Items or the staging of the Development.
- 35.6 If a variation is made to the Contribution Items pursuant to this clause, then Schedule 3 will be deemed to be amended to include the varied Contribution Items, and their Contribution Values.
- 35.7 Subject to clause 35.8, a variation to the Contribution Items or the staging of the provision of Contribution Items or to the staging of the Development under this clause does not require a variation to this Agreement.
- 35.8 If required in writing by the Council, the Plan Package is to be amended to reflect any approved variation referred to in clause 35.3 or clause 35.4.

36 Notices

- 36.1 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:
 - 36.1.1 delivered or posted to that Party at its address set out in the Summary Sheet,
 - 36.1.2 faxed to that Party at its fax number set out in the Summary Sheet, or
 - 36.1.3 emailed to that Party at its email address set out in the Summary Sheet.
- 36.2 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.
- 36.3 Any notice, consent, information, application or request is to be treated as given or made if it is:
 - 36.3.1 delivered, when it is left at the relevant address,
 - 36.3.2 sent by post, 2 business days after it is posted,

Attachment 1

ORD07

Gregory Hills Planning Agreement
 Camden Council
 Dart West Developments Pty Limited
 Trustees of the Marist Brothers

36.3.3 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, or

36.3.4 sent by email and the sender does not receive a delivery failure message from the sender's internet service provider within a period of 24 hours of the email being sent.

36.4 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.

37 Approvals and Consent

37.1 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.

37.2 A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

38 Legal costs

38.1 The Developer is to pay to the Council the Council's legal costs of preparing, negotiating, executing and stamping this Agreement, and any documents related to this Agreement within 7 days of a written demand by the Council for such payment.

38.2 The Developer is also 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.

38.3 The Developer is to pay the Council's costs of preparing, negotiating, executing and stamping any amendment to this Agreement.

39 Entire Agreement

39.1 This Agreement contains everything to which the Parties have agreed in relation to the matters it deals with.

39.2 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.

40 Further acts

40.1 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.

Attachment 1

Gregory Hills Planning Agreement
Camden Council
Dart West Developments Pty Limited
Trustees of the Marist Brothers

ORD07

41 Notations on section 149(2) Planning Certificates

- 41.1 The Parties agree that the Council may, in its absolute discretion, make a notation under section 149(5) of the Act regarding this Agreement on any certificate issued under section 149(2) of the Act relating to the Land, other than a Final Lot.

42 Governing law and jurisdiction

- 42.1 This Agreement is governed by the law of New South Wales.
- 42.2 The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them.
- 42.3 The Parties are not to object to the exercise of jurisdiction by those courts on any basis.

43 Joint and individual liability and benefits

- 43.1 Except as otherwise set out in this Agreement:
- 43.1.1 any agreement, covenant, representation or warranty under this Agreement by 2 or more persons binds them jointly and each of them individually, and
- 43.1.2 any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

44 No fetter

- 44.1 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.

45 Representations and Warranties

- 45.1 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.

46 Severability

- 46.1 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.
- 46.2 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.

Attachment 1

Gregory Hills Planning Agreement
 Camden Council
 Dart West Developments Pty Limited
 Trustees of the Marist Brothers

47 Modification

- 47.1 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.

48 Waiver

- 48.1 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.
- 48.2 A waiver by a Party is only effective if it is in writing. A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given.
- 48.3 It 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.

49 GST

- 49.1 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.
- 49.2 Subject to clause 49.4, if GST is payable on a Taxable Supply made under, by reference to or in connection with this Agreement, the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.
- 49.3 Clause 49.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Agreement to be GST inclusive.
- 49.4 No additional amount shall be payable by the Council under clause 49.2 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.
- 49.5 If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Agreement by one Party to the other Party

Gregory Hills Planning Agreement
 Camden Council
 Dart West Developments Pty Limited
 Trustees of the Marist Brothers

that are not subject to Division 82 of the *A New Tax System (Goods and Services Tax) Act 1999*, the Parties agree:

- 49.5.1 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;
- 49.5.2 that any amounts payable by the Parties in accordance with clause 49.2 (as limited by clause 49.4) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.
- 49.6 No payment of any amount pursuant to this clause 49, 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.
- 49.7 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.
- 49.8 This clause continues to apply after expiration or termination of this Agreement.

50 Explanatory Note relating to this Agreement

- 50.1 The Appendix contains the Explanatory Note relating to this Agreement required by clause 25E of the Regulation.
- 50.2 Pursuant to clause 25E(7) of the Regulation, the Parties agree that the Explanatory Note in the Appendix is not to be used to assist in construing this Planning Agreement.

ORD07

Gregory Hills Planning Agreement
Camden Council
Dart West Developments Pty Limited
Trustees of the Marist Brothers

Schedule 1

(Clause 1.1)

Plan Package

Plan Package on following pages.

Attachment 1

Gregory Hills Planning Agreement
Camden Council
Dart West Developments Pty Limited
Trustees of the Marist Brothers



ORD07

Attachment 1

Gregory Hills Planning Agreement
 Camden Council
 Dart West Developments Pty Limited
 Trustees of the Marist Brothers



Gregory Hills Planning Agreement
Camden Council
Dart West Developments Pty Limited
Trustees of the Marist Brothers

ORD07

Attachment 1

ORD07

Gregory Hills Planning Agreement
Camden Council
Dart West Developments Pty Limited
Trustees of the Marist Brothers

Attachment 1

Gregory Hills Planning Agreement
Camden Council
Dart West Developments Pty Limited
Trustees of the Marist Brothers

ORD07

Attachment 1

ORD07

Gregory Hills Planning Agreement
Camden Council
Dart West Developments Pty Limited
Trustees of the Marist Brothers

Schedule 2

(Clause 1.1)

The Development

Development of the Land for urban purposes generally as shown on the Masterplan, involving:

- the subdivision of the Land to accommodate approximately 2,400 dwellings and
- establishment of a road, utilities and stormwater management network,
- provision of various types of open space and creation of recreation areas
- provision of community and other facilities
- construction of residential housing, and
- construction of non residential development, including a local shopping centre.

Attachment 1

Dart West Gregory Hills Planning Agreement
 Camden Council
 Dart West Developments Pty Limited
 Trustees of the Marist Brothers

Schedule 3

(Clause 7)

Development Contributions

Note: The following table sets out the Development Contributions that the Developer and Landowner are to provide under this Agreement. Items 1 to 49 inclusive and Item 91 relate to the carrying out of Work. Items 50 to 88 inclusive and Item 91 relate to the dedication of land, Items 89 and 90 relate to payment of monetary contributions.

Column 1 Item	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Description	Column 6 Timing	Column 7 Contribution Value
Carrying out of Work						
1	1	OS 11 (OSR4.3)	Passive open space and recreation	603m ² of embellished passive open space.	Prior to the issue of the Subdivision Certificate that creates the first Final Lot in the	\$13,724.05

Attachment 1

ORD07

Dart West Gregory Hills Planning Agreement
Camden Council
Dart West Developments Pty Limited
Trustees of the Marist Brothers

Column 1 Item	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Description	Column 6 Timing	Column 7 Contribution Value
2	1	OS 12 (OSR3.3)	Active open space and recreation	One children's playspace on a 3,000m ² site near the centre of the Land south of Gregory Hills Drive, meeting the specifications provided in the CP.	Relevant Stage. Prior to the issue of the Subdivision Certificate that creates the first Final Lot in the Relevant Stage.	\$227,591.66
3	1	OS 12 (OSR4.2)	Passive open space and recreation	22,300m ² of passive open space.	Prior to the issue of the Subdivision Certificate that creates the first Final Lot in the Relevant Stage.	\$1,827,105.82
4	1	OS 13 (OSR4.3)	Passive open space and recreation	766m ² of embellished passive open space.	Prior to the issue of the Subdivision Certificate that creates the first Final Lot in the Relevant Stage.	\$17,661.47
5	1	OS 14 (OSR4.3)	Passive open space and recreation	2,633m ² of embellished passive open space.	Prior to the issue of the Subdivision Certificate that creates the first Final Lot in the Relevant Stage.	\$59,926.08
6	1	OS 15 (OSR4.3)	Passive open	335m ² of embellished	Prior to the issue of the	\$7,624.47

Dart West Gregory Hills Planning Agreement
Camden Council
Dart West Developments Pty Limited
Trustees of the Marist Brothers

Column 1 Item	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Description	Column 6 Timing	Column 7 Contribution Value
7	1	OS 16 (OSR3.2)	space and recreation	passive open space.	Subdivision Certificate that creates the first Final Lot in the Relevant Stage.	\$227,591.66
8	1	OS 16 (OSR4.3)	Active open space and recreation	One children's playground on a 3,000m ² site in the south- western part of Gregory Hills, meeting the specifications provided in the CP.	Prior to the issue of the Subdivision Certificate that creates the first Final Lot in the Relevant Stage.	\$171,607.54
9	1	RP0	Passive open space and recreation	7,540m ² of embellished passive open space.	Prior to the issue of the Subdivision Certificate that creates the first Final Lot in the Relevant Stage.	\$367,500.00
10	2	OS 10 (OSR4.2)	Riparian corridor protection & enhancement	24,500m ² of embellished riparian land.	Prior to the issue of the Subdivision Certificate that creates the first Final Lot in the Relevant Stage.	\$877,502.39
			Passive open space and recreation	10,710m ² of passive open space.	Prior to the issue of the Subdivision Certificate that creates the first Final Lot in the Relevant Stage.	

Attachment 1

ORD07

Dart West Gregory Hills Planning Agreement
Camden Council
Dart West Developments Pty Limited
Trustees of the Marist Brothers

Column 1 Item	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Description	Column 6 Timing	Column 7 Contribution Value
	3A	-				
11	3B	OS 22 (OSR 4.2)	Passive open space and recreation	2,971m ² of passive open space.	Prior to the issue of the Subdivision Certificate that creates the first Final Lot in the Relevant Stage, or such other date agreed to by Council under clause 11.	\$217,180.06
12	3B	C2.2	Community facility	One 515m ² multi-purpose community centre on a 1,288m ² site generally in the central part of the Land, meeting Council's specifications.	Prior to the earlier of the following: (a) the issue of the Subdivision Certificate that creates the 1801 st Final Lot within the Development, or (b) the completion of construction of the primary school that is to be located generally in the area shown as 'Primary School' on the Plan titled 'VPA Plan 2', or such other date agreed to by Council under Clause 11. For the purposes of paragraph (b) above,	\$1,941,127.91

Dart West Gregory Hills Planning Agreement
Camden Council
Dart West Developments Pty Limited
Trustees of the Marist Brothers

Column 1 Item	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Description	Column 6 Timing	Column 7 Contribution Value
13	3B	C2.2a	Community facility	One 773m ² car park and landscaped area located within the 1,288m ² site for the multi-purpose community centre.	<p>the primary school is taken to be complete when the Council is notified in writing as such by the Developer or the Department of Education and Communities.</p> <p>Prior to the earlier of the following:</p> <p>(c) the issue of the Subdivision Certificate that creates the 1801st Final Lot within the Development, or</p> <p>(d) the completion of construction of the primary school that is to be located generally in the area shown as 'Primary School' on the Plan titled 'VPA Plan 2',</p> <p>or such other date agreed to by Council under Clause 11. For the purposes of paragraph (b) above, the primary school is taken to be complete when the Council is notified in writing as such by the Developer or the Department of</p>	\$93,135.18

Attachment 1

ORD07

Dart West Gregory Hills Planning Agreement
Camden Council
Dart West Developments Pty Limited
Trustees of the Marist Brothers

Column 1 Item	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Description	Column 6 Timing	Column 7 Contribution Value
14	3B	TM4	Transport management	2.5m wide shared path for an approximate length of 304.8m, generally in the location identified as TM4 on the Plan Package provided in Schedule 1.	Prior to the issue of the Subdivision Certificate that creates the first Final Lot in the Relevant Stage, or such other date agreed to by Council under clause 11.	\$87,219.39
15	3B	RP1	Riparian corridor protection & enhancement	Embellishment of approximately 18,000m ² riparian land generally in the location identified as RP1 on the Plan Package provided in Schedule 1.	Prior to the issue of the Subdivision Certificate that creates the first Final Lot in the Relevant Stage, or such other date agreed to by Council under clause 11.	\$270,000
16	4	OS 27 (OSR4.2)	Passive open space and recreation	19,030m ² of passive open space.	Prior to the issue of the Subdivision Certificate that creates the first Final Lot in the Relevant Stage, or such other date agreed to by Council under clause 11.	\$1,559,184.92
17	4	TL1	Open space corridor and	Embellishment of approximately 20,000m ² of	Prior to the issue of the Subdivision Certificate that	\$143,490.35

Dart West Gregory Hills Planning Agreement
 Camden Council
 Dart West Developments Pty Limited
 Trustees of the Marist Brothers

Column 1 Item	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Description	Column 6 Timing	Column 7 Contribution Value
18	4	TL5	transmission line easement	transmission line easement land generally in the location identified as TL1 on the Plan Package provided in Schedule 1, including cycle/pedestrian/access path.	creates the first Final Lot in the Relevant Stage, or such other date agreed to by Council under clause 11.	\$121,966.79
19	5	TL2	Open space corridor and transmission line easement	Embellishment of approximately 17,000m ² of transmission line easement land generally in the location identified as TL5 on the Plan Package provided in Schedule 1, including cycle/pedestrian/access path.	Prior to the issue of the Subdivision Certificate that creates the first Final Lot in the Relevant Stage, or such other date agreed to by Council under clause 11.	\$137,750.73

Attachment 1

ORD07

Dart West Gregory Hills Planning Agreement
Camden Council
Dart West Developments Pty Limited
Trustees of the Marist Brothers

Column 1 Item	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Description	Column 6 Timing	Column 7 Contribution Value
20	5	TL3	Open space corridor and transmission line easement	Embellishment of approximately 3,500m ² of transmission line easement land generally in the location identified as TL3 on the Plan Package provided in Schedule 1, including cycle/pedestrian/access path.	Prior to the issue of the Subdivision Certificate that creates the first Final Lot in the Relevant Stage, or such other date agreed to by Council under clause 11.	\$25,110.81
21	6&7	-				
	8	OS 17 (OSR4.2)	Passive open space and recreation	200m ² of passive open space.	Prior to the issue of the Subdivision Certificate that creates the first Final Lot in the Relevant Stage, or such other date agreed to by Council under clause 11.	\$16,386.60
	9	-				
22	10A	OS23 (OSR4.3)	Passive open space and recreation	1,152m ² of embellished passive open space.	Prior to the issue of the Subdivision Certificate that creates the first Final Lot in the Relevant Stage or at such later date agreed to by Council, or	\$26,219.08

Dart West Gregory Hills Planning Agreement
Camden Council
Dart West Developments Pty Limited
Trustees of the Marist Brothers

Column 1 Item	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Description	Column 6 Timing	Column 7 Contribution Value
					such other date agreed to by Council under clause 11.	
	10B	-				
23	10C	OS 24 (OSR4.1)	Passive open space and recreation	One community park/green space of 5,000m ² .	Prior to the issue of the Subdivision Certificate that creates the first Final Lot in the Relevant Stage or at such later date agreed to by Council, or such other date agreed to by Council under clause 11.	\$1,297,273.03
24	10C	OS 24 (OSR4.2)	Passive open space and recreation	3,120m ² of passive open space.	Prior to the issue of the Subdivision Certificate that creates the first Final Lot in the Relevant Stage or at such later date agreed to by Council, or such other date agreed to by Council under clause 11.	\$255,630.95
25	11A	TM5	Transport management	2.5m wide shared path for a length of approximately 244.8m, generally in the location identified as TM5 on	Prior to the issue of the Subdivision Certificate that creates the first Final Lot in the Relevant Stage, or such other	\$70,050.22

Attachment 1

ORD07

Dart West Gregory Hills Planning Agreement
Camden Council
Dart West Developments Pty Limited
Trustees of the Marist Brothers

Column 1 Item	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Description	Column 6 Timing	Column 7 Contribution Value
26	11A	RP3	Riparian corridor protection & enhancement	Embellishment of approximately 16,000m ² of riparian land generally in the location identified as RP3 on the Plan Package provided in Schedule 1.	Prior to the issue of the Subdivision Certificate that creates the first Final Lot in the Relevant Stage, or such other date agreed to by Council under clause 11.	\$240,000.00
27	11C	OS 25 (OSR4.3)	Passive open space and recreation	531m ² of embellished passive open space.	Prior to the issue of the Subdivision Certificate that creates the first Final Lot in the Relevant Stage, or such other date agreed to by Council under clause 11.	\$12,085.36
28	11C	TM6	Transport management	2.5m wide shared path for a length of approximately 125.2m, generally in the location identified as TM6 on the Plan Package provided in Schedule 1.	Prior to the issue of the Subdivision Certificate that creates the first Final Lot in the Relevant Stage, or such other date agreed to by Council under clause 11.	\$72,682.83

Dart West Gregory Hills Planning Agreement
Camden Council
Dart West Developments Pty Limited
Trustees of the Marist Brothers

Column 1 Item	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Description	Column 6 Timing	Column 7 Contribution Value
29	11C	RP4	Riparian corridor protection & enhancement	Embellishment of approximately 10,000m ² of riparian land generally in the location identified as RP4 on the Plan Package provided in Schedule 1.	Prior to the issue of the Subdivision Certificate that creates the first Final Lot in the Relevant Stage, or such other date agreed to by Council under clause 11.	\$150,000.00
30	12	OS 20 (OSR4.3)	Passive open space and recreation	576m ² of embellished passive open space.	Prior to the issue of the Subdivision Certificate that creates the first Final Lot in the Relevant Stage, or such other date agreed to by Council under clause 11.	\$13,109.54
31	12	TM3	Transport management	2.5m wide shared path for a length of approximately 560m generally in the location identified as TM3 on the Plan Package provided in Schedule 1.	Prior to the issue of the Subdivision Certificate that creates the first Final Lot in the Relevant Stage, or such other date agreed to by Council under clause 11.	\$160,245.60
32	12	RP5	Riparian corridor protection &	Embellishment of approximately 20,000m ² of riparian land generally in the location identified as RP5 on	Prior to the issue of the Subdivision Certificate that creates the first Final Lot in the Relevant Stage, or such other	\$300,000.00

Attachment 1

ORD07

Dart West Gregory Hills Planning Agreement
Camden Council
Dart West Developments Pty Limited
Trustees of the Marist Brothers

Column 1 Item	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Description	Column 6 Timing	Column 7 Contribution Value
33	13	OS 18 (OSR4.3)	Passive open space and recreation	680m ² of embellished passive open space.	Prior to the issue of the Subdivision Certificate that creates the first Final Lot in the Relevant Stage, or such other date agreed to by Council under clause 11.	\$15,476.54
34	13	OS 19 (OSR4.3)	Passive open space and recreation	824m ² of embellished passive open space.	Prior to the issue of the Subdivision Certificate that creates the first Final Lot in the Relevant Stage, or such other date agreed to by Council under clause 11.	\$18,753.93
35	13	TM2	Transport management	2.5m wide shared path for a length of approximately 652m generally in the location identified as TM2 on the Plan Package provided in Schedule 1.	Prior to the issue of the Subdivision Certificate that creates the first Final Lot in the Relevant Stage, or such other date agreed to by Council under clause 11.	\$18,657.17
36	13	RP2	Riparian	Embellishment of	Prior to the issue of the	\$90,000.00

Dart West Gregory Hills Planning Agreement
 Camden Council
 Dart West Developments Pty Limited
 Trustees of the Marist Brothers

Column 1 Item	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Description	Column 6 Timing	Column 7 Contribution Value
37	13	TL4	corridor protection & enhancement	approximately 6,000m ² of riparian land generally in the location identified as RP2 on the Plan Package provided in Schedule 1.	Subdivision Certificate that creates the first Final Lot in the Relevant Stage, or such other date agreed to by Council under clause 11.	\$35,872.59
38	13	TL6	Open space corridor and transmission line easement	Embellishment of approximately 5,000m ² of transmission line easement land generally in the location identified as TL4 on the Plan Package provided in Schedule 1, including cycle/pedestrian/access path.	Prior to the issue of the Subdivision Certificate that creates the first Final Lot in the Relevant Stage, or such other date agreed to by Council under clause 11.	\$107,617.76
	14 & 15A	-				

Attachment 1

ORD07

Dart West Gregory Hills Planning Agreement
Camden Council
Dart West Developments Pty Limited
Trustees of the Marist Brothers

Column 1 Item	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Description	Column 6 Timing	Column 7 Contribution Value
39	15B	TM1	Transport management	A two lane bridge crossing of South Creek in the northern part of the Land, meeting the specifications provided in the CP.	Prior to the issue of the Subdivision Certificate that creates the first Final Lot in the Relevant Stage, or such other date agreed to by Council under clause 11.	\$1,408,173.31
40	15B	TM7	Transport management	2.5m wide shared path for an approximately length of 410m consistent with identifier TM7 on the Plan Package provided in Schedule 1.	Prior to the issue of the Subdivision Certificate that creates the first Final Lot in the Relevant Stage, or such other date agreed to by Council under clause 11.	\$21,747.61
41	15B	TM9	Transport management	2.5m wide shared path for a length of approximately 255.2m generally in the location identified as TM9 on the Plan Package provided in Schedule 1.	Prior to the issue of the Subdivision Certificate that creates the first Final Lot in the Relevant Stage, or such other date agreed to by Council under clause 11.	\$58,718.57
42	15B	RP6	Riparian corridor protection &	Embellishment of approximately 43,500m ² riparian land generally in the location identified as RP6 on	Prior to the issue of the Subdivision Certificate that creates the first Final Lot in the Relevant Stage, or such other	\$652,500.00

Dart West Gregory Hills Planning Agreement
 Camden Council
 Dart West Developments Pty Limited
 Trustees of the Marist Brothers

Column 1 Item	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Description	Column 6 Timing	Column 7 Contribution Value
43	15B	TL7	Open space corridor and transmission line easement	Embellishment of approximately 12,000m ² of transmission line easement land generally in the location identified as TL7 on the Plan Package provided in Schedule 1, including cycle/pedestrian/access path.	Prior to the issue of the Subdivision Certificate that creates the first Final Lot in the Relevant Stage, or such other date agreed to by Council under clause 11.	\$86,094.21
44	15C	OS 28 (OSR3.1)	Active open space and recreation	A 2.7ha double playing field on a site north of South Creek, meeting the specifications provided in the CP.	Prior to the issue of the Subdivision Certificate that creates the 2001 st Final Lot in the Development, or such other date agreed to by Council under clause 11.	\$3,359,232.92
45	15C	OS 28 (OSR4.2)	Passive open space and recreation	11,518m ² of passive open space.	Prior to the issue of the Subdivision Certificate that creates the 2001 st Final Lot in the Development, or such other date agreed to by Council under clause 11.	\$943,704.25

Attachment 1

ORD07

Dart West Gregory Hills Planning Agreement
Camden Council
Dart West Developments Pty Limited
Trustees of the Marist Brothers

Column 1 Item	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Description	Column 6 Timing	Column 7 Contribution Value
46	15C	OS 33	Passive open space	41,000m ² of embellished passive open space.	Prior to the issue of the Subdivision Certificate that creates the 2001 st Final Lot within the Development, or such other date agreed to by Council under clause 11.	\$759,000.00
	16	-				
47	17	TL9	Open space corridor and transmission line easement	Embellishment of approximately 7,000m ² of transmission line easement land generally in the location identified as TL9 on the Plan Package provided in Schedule 1, including cycle/pedestrian/access path.	Prior to the issue of the Subdivision Certificate that creates the first Final Lot in the Relevant Stage, or such other date agreed to by Council under clause 11.	\$50,221.62
	18	-				
48	19	TM8	Transport management	2.5m wide shared path for a length of approximately 634.8m generally in the location identified as TM8 on the Plan Package provided in	Prior to the issue of the Subdivision Certificate that creates the first Final Lot in the Relevant Stage, or such other date agreed to by Council under	\$254,676.05

Dart West Gregory Hills Planning Agreement
 Camden Council
 Dart West Developments Pty Limited
 Trustees of the Marist Brothers

Column 1 Item	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Description	Column 6 Timing	Column 7 Contribution Value
49	19	RP7	Riparian corridor protection & enhancement	Embellishment of approximately 57,000m ² of riparian corridor land generally in the location identified as RP7 on the Plan Package provided in Schedule 1.	Prior to the issue of the Subdivision Certificate that creates the first Final Lot in the Relevant Stage, or such other date agreed to by Council under clause 11.	\$1,267,500.00
Dedication of Land						
50	1	OS 11 (OSR4.3)	Passive open space and recreation	Dedication of a 603m ² site on which Item 1 is to be provided.	On completion, within the meaning of this Agreement, of Item 1, and otherwise in accordance with this Agreement, or at such other date as agreed to by Council.	\$64,219.50
51	1	OS 12 (OSR3.3)	Active open space and recreation	Dedication of a 3,000m ² site near the centre of the Land south of Gregory Hills Drive, on which Item 2 is to be	On completion, within the meaning of this Agreement, of Item 2, and otherwise in accordance with this Agreement, or at such other	\$285,000.00

Attachment 1

ORD07

Dart West Gregory Hills Planning Agreement
Camden Council
Dart West Developments Pty Limited
Trustees of the Marist Brothers

Column 1 Item	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Description	Column 6 Timing	Column 7 Contribution Value
				provided.	date as agreed to by Council	
52	1	OS 12 (OSR4.2)	Passive open space and recreation	Dedication of 22,300m ² of passive open space.	On completion, within the meaning of this Agreement, of Item 3, and otherwise in accordance with this Agreement, or at such other date as agreed to by Council	\$2,118,500.00
53	1	OS 13 (OSR4.3)	Passive open space and recreation	Dedication of 766m ² of embellished passive open space.	On completion, within the meaning of this Agreement, of Item 4, and otherwise in accordance with this Agreement, or at such other date as agreed to by Council	\$73,270.00
54	1	OS 14 (OSR4.3)	Passive open space and recreation	Dedication of 2,633m ² of embellished passive open space.	On completion, within the meaning of this Agreement, of Item 5, and otherwise in accordance with this Agreement, or at such other date as agreed to by Council	\$250,135.00
55	1	OS 15 (OSR4.3)	Passive open space and	Dedication of 335m ² of embellished passive open	On completion, within the meaning of this Agreement, of	\$31,825.00

Dart West Gregory Hills Planning Agreement
Camden Council
Dart West Developments Pty Limited
Trustees of the Marist Brothers

Column 1 Item	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Description	Column 6 Timing	Column 7 Contribution Value
56	1	OS 16 (OSR3.2)	Active open space and recreation	Dedication of land containing one children's playground on a 3,000m ² site near the south-western part of Gregory Hills, meeting the specifications provided in the CP.	On completion, within the meaning of this Agreement, of Item 7, and otherwise in accordance with this Agreement, or at such other date as agreed to by Council	\$285,000.00
57	1	OS 16 (OSR4.3)	Passive open space and recreation	Dedication of 7,540m ² of embellished passive open space.	On completion, within the meaning of this Agreement, of Item 8, and otherwise in accordance with this Agreement, or at such other date as agreed to by Council	\$716,300.00
58	1	RP0	Riparian corridor protection & enhancement	Dedication of 24,500m ² of embellished riparian land.	On the expiration of the Maintenance Period for Item 9.	\$367,500.00

Attachment 1

ORD07

Dart West Gregory Hills Planning Agreement
Camden Council
Dart West Developments Pty Limited
Trustees of the Marist Brothers

Column 1 Item	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Description	Column 6 Timing	Column 7 Contribution Value
59	2	OS 10 (OSR4.2)	Passive open space and recreation	Dedication of 10,710m ² of passive open space.	On completion, within the meaning of this Agreement, of Item 10, and otherwise in accordance with this Agreement, or at such other date as agreed to by Council	\$1,017,450.00
	3A	-				
60	3B	OS 22 (OSR 4.2)	Passive open space and recreation	Dedication of 2,971m ² of passive open space.	On completion, within the meaning of this Agreement, of Item 11, and otherwise in accordance with this Agreement, or at such other date as agreed to by Council	\$282,245.00
61	3B	C2.2	Community facility	Dedication of a 1,288m ² site containing one 515m ² multi- purpose community centre and one 773m ² car park and landscaped area.	On completion, within the meaning of this Agreement, of Items 12 and 13, and otherwise in accordance with this Agreement, or at such other date as agreed to by Council	\$122,360.00
62	3B	RP1	Riparian corridor	Dedication of approximately 18,000m ² of embellished	On the expiration of the	Nil

Dart West Gregory Hills Planning Agreement
Camden Council
Dart West Developments Pty Limited
Trustees of the Marist Brothers

Column 1 Item	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Description	Column 6 Timing	Column 7 Contribution Value
63	4	OS 27 (OSR4.2)	protection & enhancement	riparian land generally in the location identified as RP1 on the Plan Package provided in Schedule 1.	Maintenance Period for Item 15.	\$1,807,850.00
64	4	TL1	Open space corridor and transmission line easement	Dedication of approximately 20,000m ² of embellished transmission line easement land generally in the location identified as TL1 on the Plan Package provided in Schedule 1, including cycle/pedestrian/access path.	On completion, within the meaning of this Agreement, of item 16 and otherwise in accordance with this Agreement, or at such other date as agreed to by Council	Nil
65	4	TL5	Open space corridor and transmission line easement	Dedication of approximately 17,000m ² of embellished transmission line easement land generally in the location	On the expiration of the Maintenance Period for Item 18.	Nil

Attachment 1

ORD07

Dart West Gregory Hills Planning Agreement
Camden Council
Dart West Developments Pty Limited
Trustees of the Marist Brothers

Column 1 Item	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Description	Column 6 Timing	Column 7 Contribution Value
66	5	TL2	Open space corridor and transmission line easement	Identified as TL5 on the Plan Package provided in Schedule 1, including cycle/pedestrian/access path. Dedication of approximately 19,200m ² of embellished transmission line easement land generally in the location identified as TL2 on the Plan Package provided in Schedule 1, including cycle/pedestrian/access path.	On the expiration of the Maintenance Period for Item 19.	Nil
67	5	TL3	Open space corridor and transmission line easement	Dedication of 3,500m ² of approximately embellished transmission line easement land generally in the location identified as TL3 on the Plan Package provided in Schedule 1, including cycle/pedestrian/access path.	On the expiration of the Maintenance Period for Item 20.	Nil
	6&7	-				

Dart West Gregory Hills Planning Agreement
Camden Council
Dart West Developments Pty Limited
Trustees of the Marist Brothers

Column 1 Item	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Description	Column 6 Timing	Column 7 Contribution Value
68	8	OS 17 (OSR4.2)	Passive open space and recreation	Dedication of 200m ² of passive open space.	On completion, within the meaning of this Agreement, of Item 21, and otherwise in accordance with this Agreement, or at such other date as agreed to by Council	\$19,000.00
	9	-				
69	10A	OS23 (OSR4.3)	Passive open space and recreation	Dedication of 1,152m ² of embellished passive open space.	On completion, within the meaning of this Agreement, of Item 22, and otherwise in accordance with this Agreement, or at such other date as agreed to by Council	\$109,440.00
	10B					
70	10C	OS 24 (OSR4.1)	Passive open space and recreation	Dedication of one community park/green space of 5,000m ² .	On completion, within the meaning of this Agreement, of Item 23, and otherwise in accordance with this Agreement, or at such other date as agreed to by Council	\$475,000.00

Attachment 1

ORD07

Dart West Gregory Hills Planning Agreement
Camden Council
Dart West Developments Pty Limited
Trustees of the Marist Brothers

Column 1 Item	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Description	Column 6 Timing	Column 7 Contribution Value
71	10C	OS 24 (OSR4.2)	Passive open space and recreation	Dedication of 3,120m ² of passive open space.	On completion, within the meaning of this Agreement, of Item 24, and otherwise in accordance with this Agreement, or at such other date as agreed to by Council	\$296,400.00
72	11A	RP3	Riparian corridor protection & enhancement	Dedication of approximately 16,000m ² embellished riparian land generally in the location identified as RP3 on the Plan Package provided in Schedule 1.	On the expiration of the Maintenance Period for Item 26.	Nil
	11B	-				
73	11C	OS 25 (OSR4.3)	Passive open space and recreation	Dedication of 531m ² of embellished passive open space.	On completion, within the meaning of this Agreement, of Item 27, and otherwise in accordance with this Agreement, or at such other date as agreed to by Council	\$50,445.00
74	11C	RP4	Riparian corridor	Dedication of 10,000m ² of embellished riparian land	On the expiration of the	Nil

Dart West Gregory Hills Planning Agreement
Camden Council
Dart West Developments Pty Limited
Trustees of the Marist Brothers

Column 1 Item	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Description	Column 6 Timing	Column 7 Contribution Value
75	12	OS 20 (OSR4.3)	protection & enhancement	generally in the location identified as RP4 on the Plan Package provided in Schedule 1.	Maintenance Period for Item 29.	\$54,720.00
76	12	RP5	Riparian corridor protection & enhancement	Dedication of 576m ² of embellished passive open space.	On completion, within the meaning of this Agreement, of Item 30, and otherwise in accordance with this Agreement, or at such other date as agreed to by Council	Nil
77	13	OS 18 (OSR4.3)	Passive open space and recreation	Dedication of approximately 20,000m ² of embellished riparian land in the location identified as RP5 on the Plan Package provided in Schedule 1.	On completion, within the meaning of this Agreement, of Item 33, and otherwise in accordance with this Agreement, or at such other date as agreed to by Council	\$64,600.00

Attachment 1

ORD07

Dart West Gregory Hills Planning Agreement
Camden Council
Dart West Developments Pty Limited
Trustees of the Marist Brothers

Column 1 Item	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Description	Column 6 Timing	Column 7 Contribution Value
78	13	OS 19 (OSR4.3)	Passive open space and recreation	Dedication of 824m ² of embellished passive open space.	On completion, within the meaning of this Agreement, of Item 34, and otherwise in accordance with this Agreement, or at such other date as agreed to by Council	\$78,280.00
79	13	RP2	Riparian corridor protection & enhancement	Dedication of approximately 6,000m ² embellished riparian land generally in the location identified as RP2 on the Plan Package provided in Schedule 1.	On the expiration of the Maintenance Period for Item 36.	Nil
80	13	TL4	Open space corridor and transmission line easement	Dedication of approximately 5,000m ² of embellished transmission line easement land generally in the location identified as TL4 on the Plan Package provided in Schedule 1, including cycle/pedestrian/access path.	On the expiration of the Maintenance Period for Item 37.	Nil
81	13	TL6	Open space corridor and	Dedication of approximately 15,000m ² of embellished	On the expiration of the	Nil

Dart West Gregory Hills Planning Agreement
 Camden Council
 Dart West Developments Pty Limited
 Trustees of the Marist Brothers

Column 1 Item	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Description	Column 6 Timing	Column 7 Contribution Value
			transmission line easement	transmission line easement land generally in the location identified as TL6 on the Plan Package provided in Schedule 1, including cycle/pedestrian/access path.	Maintenance Period for Item 38.	
	14 & 15A	-				
82	15B	RP6	Riparian corridor protection & enhancement	Dedication of approximately 43,500m ² of embellished riparian land generally in the location identified as RP6 on the Plan Package provided in Schedule 1.	On the expiration of the Maintenance Period for Item 42.	Nil
83	15B	TL7	Open space corridor and transmission line easement	Dedication of approximately 12,000m ² of embellished transmission line easement land generally in the location identified as TL7 on the Plan Package provided in Schedule 1, including cycle/pedestrian/access path.	On the expiration of the Maintenance Period for Item 43.	Nil

Attachment 1

ORD07

Dart West Gregory Hills Planning Agreement
Camden Council
Dart West Developments Pty Limited
Trustees of the Marist Brothers

Column 1 Item	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Description	Column 6 Timing	Column 7 Contribution Value
84	15C	OS 28 (OSR3.1)	Active open space and recreation	Dedication of a 2.7ha double playing field on a site north of South Creek.	On completion, within the meaning of this Agreement, of Item 44, and otherwise in accordance with this Agreement, or at such other date as agreed to by Council	\$2,565,000.00
85	15C	OS 28 (OSR4.2)	Passive open space and recreation	Dedication of 11,518m ² of passive open space.	On completion, within the meaning of this Agreement, of Item 45, and otherwise in accordance with this Agreement, or at such other date as agreed to by Council	\$1,094,210.00
86	15C	OS 33	Passive open space	Dedication of 41,000m ² of embellished passive open space.	On completion, within the meaning of this Agreement, of Item 46, and otherwise in accordance with this Agreement, or at such other date as agreed to by Council	\$2,665,000.00
	16	-				
87	17	TL9	Open space corridor and	Dedication of approximately 7,000m ² of embellished	On the expiration of the	Nil

Dart West Gregory Hills Planning Agreement
 Camden Council
 Dart West Developments Pty Limited
 Trustees of the Marist Brothers

Column 1 Item	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Description	Column 6 Timing	Column 7 Contribution Value
			transmission line easement	transmission line easement land generally in the location identified as TL9 on the Plan Package provided in Schedule 1, including cycle/pedestrian/access path.	Maintenance Period for Item 47.	
	18	-				
88	19	RP7	Riparian corridor protection & enhancement	Dedication of approximately 57,000m ² of embellished riparian land generally in the location identified as RP7 on the Plan Package provided in Schedule 1.	On the expiration of the Maintenance Period for Item 49.	Nil
Monetary Contributions						
89	N/A	N/A	Various	An amount determined by deducting the Contribution Value for all Contribution Items comprising Works (other than Items 9, 15, 17 to 20 inclusive, 26, 29, 32, 36 to	Payment of an amount per lot prior to the issuing of the Subdivision Certificate for each Final Lot created after the 2001 th Final Lot	\$10,499,155.35

Attachment 1
ORD07

Dart West Gregory Hills Planning Agreement
Camden Council
Dart West Developments Pty Limited
Trustees of the Marist Brothers

Column 1 Item	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Description	Column 6 Timing	Column 7 Contribution Value
90	N/A	N/A	Administration	38 inclusive, 42, 43, 47 and 49) from the amount that would otherwise be payable by the Developer in respect of the Development, under the CP.	The amount payable per lot will be determined by dividing the value of Item 89 (minus any early cash contributions towards Item 89 made by the Developer before the issuing of the Subdivision Certificate for the 2001 st Final Lot) by the number '375'.	\$268,638.00
				An amount which is one third of the total project management costs allowed for in the CP, in respect of all Items involving Works provided to Council under this Agreement.	Payment of an amount per lot prior to the issuing of the Subdivision Certificate for each Final Lot. The amount payable per lot will be determined by the following formula: \$N = Balance / L Where \$N is the contribution amount for	

Dart West Gregory Hills Planning Agreement
 Camden Council
 Dart West Developments Pty Limited
 Trustees of the Marist Brothers

Column 1 Item	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Description	Column 6 Timing	Column 7 Contribution Value
Miscellaneous Works						
91	3-20	B1 to B15 inclusive.	Water cycle Management	Construction of and dedication of land for a water cycle management system in the locations identified as B1 to B15 on the Plan Package provided in Schedule 1, to the satisfaction of the Council	the N'th lot B alance is the amount of Item 90 that remains to be paid at the date of calculation (being the value of Item 90 minus any previous cash contributions towards Item 90 before the date of calculation) L is the number of lots for which Item 90 remains to be paid, including the lot the subject of the payment (being 2,375 - N + 1)	\$12,670,966.97
Work to be completed immediately prior to the issuing of a Subdivision Certificate that creates a Final Lot that is serviced by the water cycle management system, or such other date agreed to by Council						

ORD07

Attachment 1

Dart West Gregory Hills Planning Agreement
 Camden Council
 Dart West Developments Pty Limited
 Trustees of the Marist Brothers

Column 1 Item	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Description	Column 6 Timing	Column 7 Contribution Value
				which: <ul style="list-style-type: none"> ▪ achieves the flooding and watercycle management objectives and controls (as described in Appendix A of this Agreement) for each sub-catchment (as determined by the Council) on the Land; ▪ insofar as the deployment of the system requires the dedication of land it is to be generally consistent with the Plan Package provided in Schedule 1; and ▪ may incorporate a range of engineering devices including open water bodies, bioretention, wetlands and dry basins. 	under clause 11. Land on which a water cycle management work is located is to be dedicated on completion, within the meaning of the Agreement, of that work, or at such other date as agreed to by Council.	

Dart West Gregory Hills Planning Agreement
 Camden Council
 Dart West Developments Pty Limited
 Trustees of the Marist Brothers

Execution

Executed as an Agreement

Dated:

Executed on behalf of the Council

General Manager

Witness/Name/Position

Executed on behalf of Dart West Developments Pty Limited in
 accordance with s127(1) of the Corporations Act (Cth) 2001

Name/Position

Name/Position

ORD07

Attachment 1

ORD07

Dart West Gregory Hills Planning Agreement
 Camden Council
 Dart West Developments Pty Limited
 Trustees of the Marist Brothers

Executed on behalf of Trustees of the Marist Brothers. Each attorney signing this document under a power of attorney certifies, by the attorney's signature, that the attorney has no notice of the revocation of the power of attorney.

I certify that the person signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed the instrument in my presence.

Signed, sealed and delivered by the persons named below who signed this instrument on behalf of **Trustees of the Marist Brothers** pursuant to power of attorney dated 12 May 2008 registered with Land & Property Information (NSW) Book 4543 No. 900.

Witness (Signature)

Attorney (Signature)

Name of Witness (Print Name)

Name of Attorney (Print Name)

I certify that the person signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed the instrument in my presence.

Signed, sealed and delivered by the persons named below who signed this instrument on behalf of **Trustees of the Marist Brothers** pursuant to power of attorney dated 12 May 2008 registered with Land & Property Information (NSW) Book 4543 No. 900.

Witness (Signature)

Attorney (Signature)

Name of Witness (Print Name)

Name of Attorney (Print Name)

Attachment 1

Dart West Gregory Hills Planning Agreement
 Camden Council
 Dart West Developments Pty Limited
 Trustees of the Marist Brothers

ORD07

Appendix A

(Schedule 3, Miscellaneous Works item 91, Column 5)

Note: This is the relevant text extracted from the Turner Road Precinct Development Control Plan as in existence on 18 March 2013.

1.1 Flooding and Watercycle Management

Objectives

- (1) To minimise the potential impact of flooding on development.
- (2) To incorporate best practice stormwater management principles and strategies in development proposals.
- (3) To mitigate the impacts of urban development on stormwater quality.
- (4) To control the impacts of urban development on channel bed and bank erosion by controlling the magnitude and duration of sediment-transporting flows.
- (5) Limit changes in flow rate or flow duration within the receiving waterway as a result of development.

Controls

- (1) No residential allotments are to be located at a level lower than the 1% Annual Exceedance Probability (AEP) flood level plus a freeboard of 500mm (i.e. within the 'flood planning area'). Pedestrian and cycle pathways and open space may extend within the 1% AEP flood level, provided that the safe access criteria contained in the *NSW Floodplain Manual* are met.
- (2) Management of 'minor' flows using piped systems for the 20% AEP (residential land use) and 10% AEP (commercial land use) shall be in accordance with Camden Council's *Engineering Design Specification – Subdivision and Development Works*. Management measures shall be designed to:
 - prevent damage by stormwater to the built and natural environment,
 - reduce nuisance flows to a level which is acceptable to the community,
 - provide a stormwater system which can be economically maintained and which uses open space in a compatible manner,
 - control flooding,
 - minimise urban water run-off pollutants to watercourses, and
 - meet the standards for a 20% AEP flood level.

Attachment 1

Dart West Gregory Hills Planning Agreement
 Camden Council
 Dart West Developments Pty Limited
 Trustees of the Marist Brothers

- (3) Management of 'major' flows using dedicated overland flow paths such as open space areas, roads and riparian corridors for all flows in excess of the pipe drainage system capacity and above the 20% AEP shall be in accordance with Camden Council's *Engineering Design Specification*. Management measures shall be designed to:
- prevent both short term and long term inundation of habitable dwellings,
 - manage flooding to create lots above the designated flood level with flood free access to a public road located above the 1% AEP flood level,
 - control flooding and enable access to lots, stabilise the land form and control erosion,
 - provide for the orderly and safe evacuation of people away from rising floodwaters,
 - stabilise the land form and control erosion, and
 - meet the standards for a 1% AEP flood level.
- (4) Where practical, development shall attenuate up to the 50% AEP peak flow for discharges into the local tributaries, particularly Category 1 and 2 creeks. This will be achieved using detention storage within water quality features and detention basins.
- (5) The developed 1% AEP peak flow is to be reduced to pre-development flows through the incorporation of stormwater detention and management devices.
- (6) All development is to incorporate water sensitive urban design (WSUD). WSUD is to be adopted throughout the development to promote sustainable and integrated management of land and water resources incorporating best practice stormwater management, water conservation and environmental protection. A WSUD Strategy is to be submitted as part of any subdivision DA and shall include:
- identification of water management and other relevant objectives (relating, for example, to salinity hazard),
 - identification and assessment of relevant site characteristics and constraints, including flood evacuation routes,
 - identification of potentially feasible (storm) water management strategies, which may comprise stormwater reuse options, best planning practices, stormwater treatment measures (in both public and private domain),
 - assessment of the potential strategies, including the nature, basis and outcomes of stormwater modelling used to assess alternative solutions. This assessment of alternative strategies should address compliance with management objectives, life cycle costs, ongoing operations and maintenance requirements, land take requirements, expected reliability and future management responsibilities,
 - assessment of the likely construction costs associated with the WSUD strategy as well as a maintenance framework addressing maintenance strategies and costs, and
 - a suitably detailed description of the preferred WSUD strategy and elements therein, in the form of documents, plans and conceptual diagrams (as appropriate).
- (7) The WSUD Strategy shall demonstrate how the stormwater quality targets set by the Department of Environment and Climate Change (DECC) (**Table 10**) will be achieved and shall be consistent with *Technical Note: Interim Recommended Parameters for Stormwater Modelling – North-West and South-West Growth Centres* and *Managing Urban Stormwater: Stormwater Planning* (DECC) and *Australian Runoff Quality* (Engineers Australia). A monitoring plan that encompasses strategies for water sampling, maintenance of WSUD facilities and risk management in the short, medium and longer terms is to be included as part of the WSUD strategy.
- (8) Compliance with the targets at **Table 10** is to be determined through stormwater quality modelling in accordance with the parameters outlined in the relevant technical guidance from DECC.
- (9) The WSUD strategy is to take into account riparian zone and creek management and include the following measures:
- the ephemeral hydrology of creeks is to be maintained or restored, where possible, by diverting excess flow via intercepting stormwater pipes to downstream storages for reuse,

Dart West Gregory Hills Planning Agreement
 Camden Council
 Dart West Developments Pty Limited
 Trustees of the Marist Brothers

- flow attenuation and/or diversion via the intercepting stormwater pipes will be required to meet the stream erosion index objectives established by DECC (**Table 10**),
- flow in excess of the 20% AEP peak flow may flow into the creek and be conveyed to detention basins that form part of the major drainage system, and
- erosion control and bank stabilisation measures shall be incorporated within the waterway where required.

Table 10: Environmental Stormwater Objectives

	WATER QUALITY % reduction in pollutant loads				ENVIRONMENTAL FLOWS
	Gross Pollutants (>5mm)	Total suspended solids	Total phosphorus	Total nitrogen	Stream erosion control ratio Post-development duration of above 'stream forming flow' : Natural duration of above 'stream forming flow' ¹
Stormwater management objective	90	85	65	45	3.5 – 5.0 : 1 ²
'Ideal' stormwater outcome	100	95	95	85	1 : 1

1 For the purposes of these objectives, the 'stream forming flow' is defined as 50% of the 50% AEP flow rate estimated for the catchment under natural conditions

2 This ratio should be minimised to limit stream erosion to the minimum practicable. Development proposals should be designed to achieve a value as close to one as practicable, and values within the nominated range should not be exceeded. A specific target cannot be defined at this time

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Dart West Gregory Hills Planning Agreement
Camden Council
Dart West Developments Pty Limited
Trustees of the Marist Brothers

Explanatory Note 1

A copy of the Explanatory Note dated 4 May 2012 is on the following pages.

Please Note the following Explanatory Notes do not form part of the Planning Agreement.

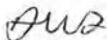
Attachment 1

Dart West Gregory Hills Planning Agreement

Explanatory Note

Prepared by:

Camden Council
Dart West Developments Pty Ltd
Trustees of the Marist Brothers



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Attachment 1

Gregory Hills Planning Agreement Explanatory Note

Contents

	Page Number
Executive summary	ii
1. Introduction	1
2. Objectives of the planning agreement	2
3. Nature and effect of the planning agreement	3
3.1 Summary	3
3.2 Land and works contributions	3
3.3 Monetary contributions	4
3.4 Inclusion of riparian corridors and lands burdened by transmission easements	5
4. Merits of the planning agreement	6
4.1 Promotion of the public interest	6
4.2 Promotion of the Council's charter	7
4.3 Planning purposes and the objects of the EP&A Act	9
4.4 Conformity with Council's works program	10
4.5 Requirements to be complied with before a certificate is issued	10
Attachments	11

Page 1



Gregory Hills Planning Agreement Explanatory Note

Executive summary

Dart West Developments Pty Ltd (**Dart West**) is developing the Gregory Hills estate within the Turner Road Precinct.

When completed, Gregory Hills will be home to about 7,000 people, and include 2,375 dwellings, a local shopping centre and community and recreation facilities.

Dart West, the owner of the land (Trustees of the Marist Brothers) and Camden Council (**Council**) propose to enter into a planning agreement under section 93F of the Environmental Planning and Assessment Act 1979 (**EP&A Act**) to facilitate the provision of local infrastructure to meet the Gregory Hills development.

In summary, the proposed planning agreement requires the developer and land owner to:

- dedicate land to the Council and construct facilities identified in Council's Contributions Plan;
- make 'settle-up' and 'project management' monetary contributions to the Council that can then be used by the Council to deliver other infrastructure included in the Contributions Plan and required by the development;
- embellish and dedicate to the Council over 22 hectares of land within riparian corridors in accordance with Council's Dedication of Riparian Corridors Policy; and
- embellish and dedicate to the Council over 13 hectares of land within high voltage electricity easements (including approximately 4 hectares identified within the Contributions Plan) in accordance with Council's Dedication of Land Burdened by Transmission Easements Policy.

There are considered to be many public benefits that would accrue as a result of the proposed planning agreement, some of which include:

- utilisation of the developers' expertise in infrastructure provision;
- timely completion of many Turner Road Precinct infrastructure items included in the Contributions Plan through the developer delivering the infrastructure at the same time as land is subdivided and developed;
- shifting the infrastructure project risk from Council to the land developer;
- allowing the Council to concentrate its planning effort on other parts of the Turner Road Precinct that will need a more proactive approach to infrastructure provision;
- streamlining contributions arrangements and minimising the resources required by Council to manage development contributions over the life of the development; and
- clarity for the Council and the community on the future development and management of substantial sections of riparian corridors and electricity transmission easements located within the Turner Road Precinct.

There are not considered to be any negative impacts of the proposed planning agreement.





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Attachment 1

Gregory Hills Planning Agreement Explanatory Note

1. Introduction

The Trustees of the Marist Brothers owns the Gregory Hills site. Dart West is currently developing the Gregory Hills site.

The Gregory Hills site is situated in the Turner Road Precinct, which is located in the north east part of the Camden Local Government Area. The Turner Road Precinct will ultimately accommodate around 4,020 new dwellings. The Gregory Hills development will accommodate 2,375 new dwellings, or around 59 percent of the Precinct's planned residential development.

There is a significant amount of local infrastructure that is required to be provided to meet the demands of the urban development expected in the Turner Road Precinct.

Council's Oran Park and Turner Road Precincts Section 94 Contributions Plan (the **Contributions Plan**) addresses the local infrastructure necessary to support future development in the Precinct, including infrastructure planned for the Gregory Hills site.

Dart West, the Trustees of the Marist Brothers and Council propose to enter into a planning agreement under section 93F of the EP&A Act to provide public purposes.

The proposed planning agreement will be a mechanism for implementing the Contributions Plan to the extent that the developer and land owner have an interest in that plan. The proposed agreement will also establish how riparian corridors and transmission easements on the Gregory Hills site will be managed.

This document (the **Explanatory Note**) has been prepared to assist in the public's understanding of the proposed agreement and its impacts, and has been prepared to meet the requirements of Environmental Planning and Assessment Regulation 2000 (**EP&A Regulation**).

Gregory Hills Planning Agreement Explanatory Note

2. Objectives of the planning agreement

(This matter is required under clause 25E(1)(a) of the EP&A Regulation to be addressed in the Explanatory Note)

The objectives of the proposed planning agreement are as follows:

- To deliver the local infrastructure included in the Contributions Plan insofar as it relates to the Gregory Hills site.
- To ensure that local infrastructure is delivered in a timely manner, harmonising the delivery of public assets with the delivery of subdivided lots for sale.
- To maximise provision efficiencies by supporting the delivery of local infrastructure by the developer at or around the same time as land is subdivided and developed.
- To minimise the potential exposure to Council of infrastructure cost overruns involving Contributions Plan infrastructure situated on the Gregory Hills site.
- To remove the need for piecemeal and incremental calculation of section 94 contributions with every affected development application involving the Gregory Hills site.
- To lock-in the infrastructure program for a large part of the Turner Road Precinct, thereby allowing the Council to concentrate its planning effort on those parts of the Precinct that will need a more proactive approach to infrastructure provision (i.e. smaller landholdings and fragmented ownership areas).
- To provide clarity on the future development and management of the riparian corridors and electricity transmission easements located within the Gregory Hills site.

Page 2



3. Nature and effect of the planning agreement

(This matter is required under clause 25E(1)(a) of the EP&A Regulation to be addressed in the Explanatory Note)

3.1 Summary

The proposed agreement imposes the following obligations on Dart West and the Trustees of the Marist Brothers:

- Dedicate land and undertake works located on the Gregory Hills site that are identified in the Contributions Plan.
- Make a cash contribution to the Council that is the amount calculated by the following general formula:

<p>The total cash contribution for the Gregory Hills development calculated in accordance with the Contributions Plan</p>
<p style="margin-left: 40px;"><i>less</i></p>
<p>The total attributable value of the land and works to be provided under the proposed planning agreement (based on the values contained in the Contributions Plan)</p>

- Make a cash contribution to the Council for the purposes of Contributions Plan project management. The contribution amount will be 1/3 of the total project management costs attributable to the open space and recreation, community and transport management facilities to be provided under this agreement.
- Restore and / or embellish riparian corridor and transmission easement land situated within the Gregory Hills site, and dedicate that land to the Council.

3.2 Land and works contributions

Type of provision	Details
Open space and recreation facilities identified in the Contributions Plan (land and works)	<ul style="list-style-type: none"> • One double playing field • One children's playground • One children's play space • One community park / green space • A total open space provision of 18.07 hectares, comprising 3.8 hectares representing the above facilities, and 14.27 hectares representing passive open space.
Community facilities identified in the Contributions Plan (land and works)	One multi-purpose community centre on a site of 1,288m ² .
Transport management facilities identified in the Contributions Plan	<ul style="list-style-type: none"> • One 2 lane water crossing • 2,600 linear metres of shared cycleway along riparian corridors • 6 bus shelters
Water cycle management facilities (land and	A total of 6.2 hectares of land accommodating a network of

Gregory Hills Planning Agreement Explanatory Note

Type of provision	Details
works)	detention and bio-retention facilities that serve the entire development.
Embellished riparian corridor land (land and works)	A total of 22.3 hectares of riparian corridor land embellished and gradually handed over to Council in accordance with its requirements.
Embellished transmission easement land (land and works)	A total of 9.9 hectares of electricity transmission easement land embellished and gradually handed over to Council in accordance with its requirements.

Maps showing the extent and staging of proposed land and works are shown in Schedule 1 of the proposed planning agreement.

Details regarding the staging of these contributions are included in Schedule 3 to the proposed planning agreement.

3.3 Monetary contributions

In the absence of the proposed planning agreement, developers of land in the Gregory Hills site would have been required under development consents to provide to the Council section 94 monetary or land contributions towards the provision of local infrastructure.

The proposed agreement instead requires Dart West and the Trustees of the Marist Brothers to dedicate land and undertake works (or equivalent works) identified in the Contributions Plan.

The difference between the developers' obligations under the Contributions Plan and the value of the land and works to be provided by Dart West and the Trustees of the Marist Brothers will be paid as monetary contributions.

The monetary contributions payable by the developers are shown in Items 21 and 22 of Schedule 3 to the agreement, and may be summarized as follows:

- A total 'settle-up' amount of approximately \$10.2 million determined by deducting the contribution value of all the land and works to be provided by Dart West and the Trustees of the Marist Brothers from the amount that they would otherwise have been required to pay under the Contributions Plan.
- A total 'project management' amount of approximately \$268,000 which is one third of the total project management costs incurred by Dart West in respect of all items involving works to be provided to the Council.

These amounts:

- account for the whole Gregory Hills development and account for surpluses related to contributions made under recent development consents and recently negotiated works-in-kind agreements; but
- have been indexed to CPI as of September 2011.

Both settle-up and project management cash contributions will be used by the Council to deliver other infrastructure required by the development and included in the Contributions Plan, or another public purpose if the Council considers that the public interest would be better served by applying the contribution towards that other purpose.

Details regarding the staging of the payment of these amounts are included in Schedule 3 to the agreement.

Gregory Hills Planning Agreement Explanatory Note

3.4 Inclusion of riparian corridors and lands burdened by transmission easements

In addition to the Contributions Plan items, the proposed planning agreement is to include the rehabilitation, embellishment and hand over of land within riparian corridors and areas burdened by transmission easements.

Council has adopted policies that require the merits of transferring these types of land to be assessed against a range of criteria, before it considers whether to accept responsibility for such lands.

An analysis of the developers' offer of riparian corridor land against Council's Dedication of Riparian Corridors Policy is included as Attachment A.

An analysis of the developers' offer of transmission easement land against Council's Dedication of Land burdened by Transmission Easements Policy is included as Attachment B.

These analyses show how these lands integrate with the wider planning objectives for the Precinct. The Gregory Hills site's riparian corridor and transmission easements lands will support achievement of the Precinct's:

- environmental conservation objectives;
- visual amenity objectives;
- passive recreation and pedestrian and cycle access; and
- water cycle management planning objectives.



Gregory Hills Planning Agreement Explanatory Note

4. Merits of the planning agreement

(This matter is required under clause 25E(1)(b) of the EP&A Regulation to be addressed in the Explanatory Note)

The merits of the proposed planning agreement are evident in:

- its promotion of the public interest (Part 4.1 of the Explanatory Note);
- its promotion of the Council's charter (Part 4.2);
- its delivery of planning purposes (Part 4.3);
- its delivery of Council's works program (Part 4.4); and
- its provisions require developer commitments to be provided prior to the issue of certificates (Part 4.5).

4.1 Promotion of the public interest

(This matter is required under clause 25E(2)(a) of the EP&A Regulation to be addressed in the Explanatory Note)

The public benefits to be secured by this planning agreement will flow from the achievement of the planning agreements' objectives (refer to Part 2 of the Explanatory Note).

Significant efficiencies will be achieved through the agreement by allowing Dart West and the Trustees of the Marist Brothers both:

- greater involvement in the timing and scope of the Contributions Plan infrastructure items that affect their development; and
- the ability to coordinate the concurrent roll-out of urban lots and local infrastructure.

The expected efficiencies, together with anticipated public benefits of the proposed agreement, are described below:

- The entering into a proposed planning agreement would continue the cooperative approach to infrastructure provision has already been initiated through Council's approval of Gregory Hills Stage 1A works in kind agreement, and Council's agreement to accept responsibility for a section of riparian corridor land ('Tributary 1') abutting Stage 1A.
- The agreement relieves Council of the project risk associated with the provision of local infrastructure on the Gregory Hills site. Any cost overruns, rather than being met by the Council or other developers in the Contributions Plan area, would be met by Dart West.
- The agreement is likely to result in, over the development life, a significant reduction in the resources required by the parties to calculate and administer development contributions associated with the development.
- The agreement allows the Council to concentrate its planning effort on those parts of the Precinct that will need a proactive approach to infrastructure provision. Small landowners comprise a small, yet not insubstantial, portion of the Turner Road Precinct development. By entering into the agreement Council is relieved of the obligation of delivering infrastructure in Gregory Hills (which is more ably delivered by the developers) and can instead focus on providing infrastructure in locations where it is less likely that developers would directly provide that infrastructure.

ORD07

Attachment 1

Gregory Hills Planning Agreement Explanatory Note

- The Gregory Hills riparian corridor land comprises significant environmental value and is also integral to the achievement of the Precinct's pedestrian and cycle access and water cycle management planning objectives. Appropriate arrangements for the sustainable ongoing management of the riparian corridors are therefore in the interests of the wider community. The planning agreement addresses these matters. A specific analysis of the merits of the proposed dedication of riparian land (as well as electricity easement land) to the Council is included in the Attachments to this Explanatory Note.

There are various provisions in the proposed planning agreement relating to the implementation of the agreement that protect and uphold the public interest. These include the following:

- Under clause 7.5 of the agreement the Council has discretion in the way it may apply contributions it receives under the agreement.
- Provisions (including clauses 18 and 21) requiring the developer to repair and make good works or rectify defects in works provided under the agreement.
- Under clause 35 of the agreement Dart West is required to prepare, at least annually, a report detailing the performance of its obligations under this Agreement; and the Council is to keep a written register of the development contributions made by Dart West under the agreement.
- Various provisions relating to security including:
 - (i) Where the developer proposes a deferral of work (clause 11 of the agreement);
 - (ii) Provision of a security amount covering the outstanding contributions obligations under the agreement (clause 25); and
 - (iii) Compulsory acquisition of land by Council for a nominal amount in the event the land is not dedicated at the time required under the agreement (clause 33).

4.2 Promotion of the Council's charter

(This matter is required under clause 25E(2)(d) of the EP&A Regulation to be addressed in the Explanatory Note)

A planning agreement should promote elements of the Council's charter, which is established under section 8 of the Local Government Act 1993.

It is considered that the proposed planning agreement would further a number of elements of the charter, as shown below:

Element of the Council's charter (section 8 of the Local Government Act 1993)	How does the agreement promote the element?
To provide directly or on behalf of other levels of government, after due consultation, adequate, equitable and appropriate services and facilities for the community and to ensure that those services and facilities are managed efficiently and effectively.	This element is embedded in the purposes and objectives of the proposed planning agreement. That is: <ul style="list-style-type: none"> • the proposed agreement will be the subject of community input prior to its consideration by the Council; • the services and facilities to be provided reflect the objectives of the Contributions Plan and the Council's Dedication of Riparian Corridors and Dedication of Land burdened by Transmission Easements Policies; and • the proposed agreement includes arrangements for the staged handover of completed facilities following a developer-sponsored maintenance period.

Gregory Hills Planning Agreement Explanatory Note

Element of the Council's charter (section 8 of the Local Government Act 1993)	How does the agreement promote the element?
To exercise community leadership.	<p>The proposed agreement:</p> <ul style="list-style-type: none"> • Secures the means of providing local infrastructure to meet the needs of a major development in one of Camden's key growth areas. • Taps into and applies the expertise offered by land developers towards providing substantial public benefits for the future Turner Road Precinct community. • Together with other similar agreements that have been negotiated, establishes Camden Council as an innovative facilitator of greenfield urban development schemes.
To promote and to provide and plan for the needs of children.	<p>The proposed agreement provides for the delivery of various facilities focused on the needs of children, including various sports facilities, a playgrounds and a play space, cycleways, natural areas for exploring, and a multi-purpose facility.</p>
To properly manage, develop, protect, restore, enhance and conserve the environment of the area for which it is responsible, in a manner that is consistent with and promotes the principles of ecologically sustainable development.	<p>The development site's more significant natural areas include its extensive riparian corridors. It is considered the optimum long term management regime for most of the riparian corridor land will be achieved if the land is embellished and dedicated to Camden Council in accordance with its standards, specifications and policies.</p> <p>As a result, over 22 hectares of the development site's riparian corridor lands are proposed to become public assets under the proposed agreement.</p> <p>Response to ESD principles:</p> <ul style="list-style-type: none"> • The precautionary principle, inter-generational equity; and conservation of biological diversity and ecological integrity: Proposed agreement supports natural areas being retained, protected and integrated into the development scheme. • Improved valuation, pricing and incentive mechanisms: Proposed agreement establishes a framework whereby infrastructure users are accountable for the provision of that infrastructure; allows earlier provision of the infrastructure (by the developer) than would be the case with 'business as usual'; and allows the most efficient means of delivering that infrastructure (i.e. by the developer).
To have regard to the long term and cumulative effects of its decisions.	<p>The development has a life of at least 10 years. The proposed agreement sets out a framework for the efficient delivery and sustainable ongoing management of a substantial amount of public infrastructure on the development site.</p> <p>The agreement would relieve Council of the project risk associated with the provision of local infrastructure on the development site and allows the Council to concentrate its planning effort on other parts of the</p>





ORD07

Attachment 1

Gregory Hills Planning Agreement Explanatory Note

Element of the Council's charter (section 8 of the Local Government Act 1993)	How does the agreement promote the element?
	Turner Road Precinct that will need a proactive approach to infrastructure provision.
To bear in mind that it is the custodian and trustee of public assets and to effectively plan for, account for and manage the assets for which it is responsible.	The proposed agreement includes provisions placing asset maintenance obligations on the developers for a period after the works are completed. The proposed agreement also includes appropriate asset handover and defects liability provisions.
To engage in long-term strategic planning on behalf of the local community.	The proposed agreement spans at least a 10 year time frame, assuring the long-term provision and management of public assets and infrastructure.
To exercise its functions in a manner that is consistent with and promotes social justice principles of equity, access, participation and rights.	The proposed agreement creates spaces and places for public interaction and provides facilities for the delivery of public services to the local community.
To raise funds for local purposes by the fair imposition of rates, charges and fees, by income earned from investments and, when appropriate, by borrowings and grants.	The proposed agreement includes the payment of monetary contributions to the Council for its management of infrastructure projects and for the provision of other Turner Road Precinct infrastructure not proposed to be delivered under this agreement. The monetary contribution amounts reflect the total value of the balance of the infrastructure needs that will not be provided directly by the developer.

4.3 Planning purposes and the objects of the EP&A Act

(This matter is required under clause 25E(2)(a), (c) and (e) of the EP&A Regulation to be addressed in the Explanatory Note)

The planning purposes served by the planning agreement can best be addressed by reference to the objects of the EP&A Act.

It is considered that this planning agreement would further each of the following objectives of the EP&A Act:

Objective of the EP&A Act (section 5)	How does the agreement promote the objective?
To encourage the proper management, development and conservation of natural and artificial resources, including agricultural land, natural areas, forests, minerals, water, cities, towns and villages for the purpose of promoting the social and economic welfare of the community and a better environment.	The proposed agreement provides a basis for the comprehensive management of the delivery of the local infrastructure requirements of the Gregory Hills development. The proposed agreement also establishes land use management arrangements for the site's riparian corridor lands and electricity easements lands.
To encourage the promotion and co-ordination of the orderly and economic use and development of land.	Orderly development of land is encouraged by (through the agreement) establishing a basis whereby local infrastructure is delivered at or around the same time as surrounding development.

Gregory Hills Planning Agreement Explanatory Note

Objective of the EP&A Act (section 5)	How does the agreement promote the objective?
To encourage the provision of land for public purposes.	The proposed agreement includes provision of around 55 hectares of land for public purposes.
To encourage the provision and co-ordination of community services and facilities.	The proposed agreement will sustain provision and coordination of local infrastructure (which includes, community, open space, recreation, transport management and water cycle management facilities) delivered at or around the same time as surrounding development. Additionally, the proposed agreement would result in some of the facilities planned for the Turner Road Precinct development (for example, the community centre and sports fields) occurring sooner than would have been achieved with a business-as-usual approach.
To encourage the protection of the environment, including the protection and conservation of native animals and plants, including threatened species, populations and ecological communities, and their habitats.	Refer to comments on ecologically sustainable development in Part 4.1.2.
To encourage ecologically sustainable development	Refer to comments on ecologically sustainable development in Part 4.1.2.

4.4 Conformity with Council's works program

(This matter is required under clause 25E(2)(f) of the EP&A Regulation to be addressed in the Explanatory Note)

By adopting the Oran Park and Turner Road Precincts Section 94 Contributions Plan, Council effectively adopted the works included in that plan into its long term works program.

The proposed agreement is a vehicle for the Council to complete a significant part of its Turner Road Precinct works program in a more timely and efficient fashion.

4.5 Requirements to be complied with before a certificate is issued

(This matter is required under clause 25E(2)(g) of the EP&A Regulation to be addressed in the Explanatory Note)

Schedule 3 of the agreement contains details of when contributions of land, works or money are to be met by the developers.

The Schedule states that land will be required to be dedicated, works will be required to be completed, and cash contributions will be required to be paid before the issue of a Subdivision Certificate for stages of development. If the developer seeks the issue of a Subdivision Certificate prior to the completion of these works, Clause 11 of the planning agreement requires the payment of security against the value of the incomplete works within the relevant stage.





ORD07

Attachment 1

Attachments

- Attachment A Dedication of Riparian Corridors Policy Assessment
- Attachment B Dedication of Land burdened by Transmission Easements Policy Assessment



Attachment A

Dedication of Riparian Corridors Policy Assessment



ORD07

Attachment 1

Offer to enter into a Voluntary Planning Agreement for the Embellishment and Dedication of Riparian Corridors in the Gregory Hills development



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Summary

The developer of the Gregory Hills site, Dart West Developments Pty Ltd, proposes to dedicate riparian corridor land as public open space to Camden Council.

The developer considers that effective long-term management of the riparian corridors land on the site will be achieved if the land is appropriately embellished and is dedicated to Camden Council in accordance with its standards, specifications and policies. Council's Riparian Corridors Policy states that the Council and the developer should enter into a Voluntary Planning Agreement (VPA) under section 93F of the Environmental Planning and Assessment Act 1979 to enable this to occur.

This document constitutes the formal submission, in accordance with the provisions of 'Camden Council Policy 1.18 Dedication of Riparian Corridors' (**Riparian Corridors Policy**).

The proposal is generally as follows:

- The developer will rehabilitate / embellish the riparian corridor lands to Council's satisfaction.
- The developer will maintain those lands for a period of 5 years following the completion of the embellishment works.
- The developer seeks Council approval for the transfer / dedication of the lands to Council after that period.

The subject riparian corridors are lands in and adjacent to both South Creek and one of its tributaries (this tributary shall be referred to in this document as Tributary 2).

Council has already approved acceptance of the dedication of Tributary 1 in the same site, from the developer, pursuant to the provisions of the Riparian Corridors Policy. The proposal contained in this document reflects the Tributary 1 proposal, however relates to the remaining Gregory Hills riparian corridor lands.

The riparian areas of the site integrate with the water cycle management and open space networks established in the section 94 contributions plan for the Turner Road Precinct. No credit is being sought in relation to section 94 contributions as a result of the proposed dedication of the riparian corridor land.

The Gregory Hills site includes substantial linear areas of riparian corridor land that can integrate with the existing linear electricity transmission easements into a public pedestrian and cycle access network. A separate submission is being prepared that proposes the dedication of these transmission easements pursuant to the relevant Council policy.

This document:

- sets out the proposal to enter into a VPA regarding riparian corridors land;
- outlines Council's policy framework for the dedication of such land and in doing so, framing the case for the Council to agree to enter into the VPA; and
- responds to the specific requirements contained in that policy as they relate to the VPA offer.

Inquiries regarding the proposal should be directed to the developer's General Manager, Property (Mr David Taylor).




.13

Council's Policy Framework

Council's Riparian Corridors Policy establishes "the terms and conditions upon which Council will consider proposals to accept dedication of riparian corridor land to Council".

In the 'Policy Statement' (p3), it is stated that:

Camden Council may accept riparian corridor land as public open space only where community and environmental benefits are adequately demonstrated, such as:

- *Protection of significant environmental features of the land;*
- *Recognition of cultural landscapes;*
- *Retention of significant view lines;*
- *Use of an appropriate Community purpose, such as cycle/ walkway, passive open space, environmental education etc.;*
- *Providing linkages between areas of open space that are unencumbered by the riparian corridor at regular intervals along the corridor.*

The Riparian Corridors Policy then states that:

The onus will be on the proponent to demonstrate that any proposal to dedicate a riparian corridor to Council complies with this Policy, in particular with regard to demonstrating that the on-going costs and activities for Council of managing and maintaining the land will be minimal.

The proposal to dedicate riparian land to Council is consistent with Council's plans for the Turner Road Precinct, and considered critical in achieving a high quality release area development.

Dedication of completed and embellished riparian corridors land to Council will:

- allow the land to be held and managed "in single ownership and as a continuous corridor" in accordance with objective (4) of Clause 6.1 of the Turner Road Precinct Development Control Plan 2007 (**Turner Road DCP**);
- provide for the protection of significant remnant vegetation identified in Figure 22 of the Turner Road DCP;
- form a significant portion of the site's open space network as illustrated in Figure 16 of the Turner Road DCP;
- allow for its use for appropriate community purposes, such as pedestrian and cycle ways as identified in Figure 14 of the Turner Road DCP and included as Transport Management Facilities in the Oran Park and Turner Road Precincts Section 94 Contributions Plan (**OPTR s94 Plan**);
- provide linkages between ten (10) passive and active open space areas identified in the OPTR s94 Plan; and
- complement the water cycle management facilities proposed to serve the Turner Road Precinct development and included in the OPTR s94 Plan.




.14

Assessment of Offer against Council's Policy

Identification of land

Figure 1 shows the location of the riparian land that comprises part of the Gregory Hills master plan, and which is proposed to be dedicated to the Council.

Figure 1 Land to be dedicated to Council



A detailed map and a schedule identifying the areas of these lands (by development stage) are included as an attachment to the Gregory Hills Planning Agreement Proposal prepared by Dart West Developments Pty Ltd.

Consultation

The policy provides that in circumstances where a Waterfront Land Strategy has been prepared there is no need to consult with the Department of Environment, Energy and Climate Change.

The Oran Park and Turner Road Waterfront Land Strategy was gazetted on 17 July 2009 in Government Gazette No. 105. Accordingly, the developer intends to consult only with Camden Council.

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Community and environmental benefits

The community and environmental benefits that are expected to result from having the riparian land being maintained in single ownership by a public authority are identified in Table 1.

Table 1: Community and environmental benefits

Benefit	Description
Passive surveillance of corridor land from streets and open spaces	<p>Single public ownership is consistent with the public Street Network Plan included as Figure 5 in the Turner Road DCP.</p> <p>The plan shows sub arterial roads, collector roads and local streets directly abutting the riparian corridors for most of their length. These roads will be public land. Where not interfacing public roads, the corridors interface the planned public open space network.</p> <p>The only major private land interface with the riparian corridor shown on the DCP is on the eastern side of the local neighbourhood centre.</p>
Supports the delivery of the section 94 contributions plan	<p>Single public ownership will facilitate the delivery of linear public amenities and services identified in the OPTR s94 Plan, especially pedestrian and cycle paths, which in turn provide linkages between many of the proposed open space areas included in that plan.</p> <p>Without the land being held in public ownership the pedestrian and cycle paths may need to be accommodated on adjoining public roads. This would potentially reduce the safety and amenity of these public facilities.</p>
Integral to the planned open space network; Sustainable transport	<p>Further to the above point, and despite its exclusion from the section 94 plan, it is plain that the riparian corridor land on the site is critical to the planned recreation network for Turner Road Precinct.</p> <p>The riparian corridor forms part of an integrated open space and recreation network across Gregory Hills and linking to adjacent areas to the east, north, west and south.</p> <p>It provides the means for future residents to safely navigate through various parts of the Precinct and its facilities (and beyond to Scenic Hills, Oran Park, Harrington grove and Smeaton Grange) using non motorised transport means.</p>
Improved community health outcomes	<p>The attraction of an extensive pedestrian / cycle way network would likely result in high levels of public use, and contribute to improved community health outcomes.</p>
Improved water quality; Conservation of catchment ecological values	<p>Single public ownership will more readily allow the land to be managed as a single coherent system so as to protect the remnant vegetation and other environmental features.</p> <p>The multiple-ownership alternative is likely to yield inconsistent (and therefore inferior) conservation outcomes that, ultimately, will lead to a substandard riparian corridor in the upper reaches South Creek.</p> <p>If riparian systems in the upper reaches of the system are not satisfactorily managed, this will have negative cumulative effects throughout the Growth Centre precincts downstream of the site.</p> <p>Council ownership would enable perpetual protection of a corridor which Dart West is in the process of restoring from its historic agricultural use. This would have consequent short and long term environmental improvements arising from the removal of stock from the corridor, thereby enabling re-establishment of a range of native fauna and flora, which in turn will deliver improved water quality outcomes.</p>
Conservation of	<p>The Turner Road DCP (Figure 19) identifies a discreet Aboriginal archaeological</p>

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Benefit	Description
archaeological heritage	conservation area in the riparian corridor land in the eastern section of the South Creek riparian corridor land. The riparian corridor will be a key cultural marker for the future community of Gregory Hills. Single public ownership will more readily allow the protection and ongoing management of conservation area
Environmental education	Creation of the riparian corridor as a cohesive environmental unit will be assisted by provision of interpretive signage that described and celebrated the corridor's ecological and archaeological values.
Bushfire protection	Single public ownership will more readily allow the establishment of appropriate Asset Protection Zones (APZ) for the purposes of bushfire hazard management, in accordance with clause 6.6 of the Turner Road DCP and ongoing management of those APZ by public authorities without unnecessary interference.
Safeguard view corridors	Single public ownership will more readily allow the retention of significant view corridors and reduce the potential of unauthorised clearing of natural vegetation.

For these reasons, it is considered that single public ownership is the preferred approach and this is consistent with the objective (4) of Clause 6.1 of the Turner Road DCP, which states:

To manage riparian corridors, wherever possible, in single ownership and as a continuous corridor.

Consideration of other ownership options

There are two broad ownership paradigms available for riparian land. That is, they can be held in single ownership as public land or, in multiple ownership by each of the adjoining land-holders. Although multiple-ownership could reduce the public cost, at least for the short term, it would be less likely to achieve the significant community and environmental benefits that the land potentially offers.

Table 2 examines these options.

Table 2: Other ownership options

Option	Comments
Incorporation into rear of private housing lots	Much of the corridor adjoins planned local open space or planned local subdivision roads in accordance with the Turner Road DCP. Location of planned open space and roads prevents lots being located to incorporate corridor in private ownership. The OPTR s94 Plan establishes that Council will be managing numerous parcels of public open space adjoining the Turner Road Precinct riparian corridors. A seamless interface between these areas is appropriate on public amenity and environmental conservation grounds. The pedestrian and cycleway network in the OPTR s94 Plan is focused entirely on the riparian corridors. While the network could be achieved through individual private lots (say through creation of a right of public access), the amenity of that facility is likely to be compromised by the likely variable commitment to maintenance of the corridor by those owners.

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Option	Comments
Incorporation into a major development with substantial frontage to the corridor	<p>The following possible opportunities were considered:</p> <ul style="list-style-type: none"> • The local neighbourhood centre development. • Land in the vicinity of the local neighbourhood centre along the Tributary 2 riparian corridor may in the future be developed for a Seniors' Living development. <p>There are drawbacks to limiting the transfer of corridor to public ownership in these cases.</p> <p>In the case of the neighbourhood centre site:</p> <ul style="list-style-type: none"> • it is likely that only one side of the corridor could be managed in private hands, leaving other parties being responsible for the other side of the watercourse. This piecemeal outcome would likely lead to unsatisfactory environmental conservation outcomes; and • it is doubtful whether a local retail centre proprietor would result in satisfactory ongoing management of the adjoining riparian corridor. <p>Larger seniors living developments are established on sites of several hectares in size. A single development site of this size may be able to absorb and manage a section of the Tributary 2 riparian corridor in walking distance of the neighbourhood centre. However, no operator wishing to develop a seniors site in this location has yet been identified. In keeping with prudent development practice, it is also Dart West's intention to not 'lock-in' a particular development outcome and keep development options for this later development area as flexible as possible.</p>
Single ownership by a non-Council entity	<p>No environmental trust or other non-government organisation has expressed interest in the land and the developer understands that, with limited resources, such organisations would focus on more significant or higher profile projects. The situation with government departments and authorities reflects the same shortage of resources.</p>

Information in Table 2 suggests that while in theory certain sections of the riparian corridor could be managed by private landowners, in practice such an arrangement likely to result in an unsatisfactory outcome for Council, the community, or the developer, or all of these.

Dart West submits that the maximum community and environmental benefits associated with the riparian corridors can only be achieved by public ownership, but understands that Council and the community will be concerned at the ongoing costs of accepting this responsibility.

As the riparian land will emulate as closely as possible the native vegetation communities, it is considered that these areas should, in large part, be self-managing in terms of the landscape and ecosystem. Costs that are contemplated would relate to managing the human impacts of the surrounding urban environment (for example, rubbish dumping, companion animals). The private ownership alternative would still mean human impacts would need to be managed, but by private interests instead of the Council. Private land owners would have varying levels of interest in maintaining riparian areas and it is quite likely that a costly and cumbersome system of compliance would result from implementation of a private ownership model (for example, by formal orders and other legal means initiated by the Council).

Dart West has obtained costs of managing riparian land for Council's consideration of this issue. The following information has been provided by Mr Steven House, Director, Eco Logical Australia:




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- For bush regeneration maintenance average costs recorded in places like Harrington Grove are in the order of \$2,000 / ha / annum – i.e. \$0.20 per square metre.
- Creeks tend to be more expensive due to water availability, higher nutrients and edge effects from the urban environment, i.e. about \$0.50 per square metre. This would equate to one person hour per 100 square metres per annum (@\$50/hr). This is sufficient to undertake spot spraying of weeds and minimal hand removal.
- Prices would reduce from these rates over the long term.

Other terms and conditions

The following table identifies from the Riparian Corridors Policy the terms and conditions of Council's acceptance of the riparian land into public ownership that have not already been dealt with, and comments on the compliance of this proposal with those terms and conditions.

Term or condition	Comment regarding compliance
<p>No Section 94 credits will be granted relating to the land or to any embellishments proposed upon the land (unless a portion of the land is approved for a use associated with a Section 94 facility, e.g. open space, cycle way, road crossing, drainage).</p>	<p>The developer proposes to provide the following works within or affecting the riparian areas as identified in the section 94 contributions plan:</p> <ul style="list-style-type: none"> • pedestrian paths/ cycleways; • water cycle management facilities. <p>The developer intends to obtain a contributions offset for these works.</p> <p>No other monetary section 94 contribution offsets are sought as part of the proposed dedication and embellishment of riparian corridors land.</p>
<p>Development adjoining the corridor must be designed in accordance with Safer by Design principles (such as through the provision of perimeter roads, landscape design that maintains sight lines and lighting appropriate to the intended use).</p>	<p>The developer does apply the Safer by Design principles in its design of open space and adjoining land. Much of the adjoining development is public roadways and so generally provides high levels of surveillance. Council will have the opportunity during the assessment of each application in relation to the staged hand over of riparian corridor land to provide further advice or guidance as necessary to ensure such principles are implemented.</p>
<p>The developer will pay for the maintenance costs of the land for a minimum period of five years from the date of practical completion of the embellishment works, or such longer period as is required to achieve the outcomes stated in the Vegetation Management Plan (VMP) for the land. However, the land may be dedicated to Council at an earlier time, when it is agreed that the outcomes stated in the VMP for the land have been achieved (but no less than 2 years from the commencement of the maintenance period) subject to the continued funding of the minimum 5 year maintenance period by the developer.</p>	<p>The developer is prepared to meet the full cost of maintenance of the riparian corridor land for a period of five years from the date of practical completion of the embellishment works.</p> <p>A VMP will be prepared by the developer, for approval by Council, as part of the DA for adjoining subdivision of land. The VMP will provide the relevant statement of outcomes and performance measures to ensure that these outcomes are achieved.</p> <p>Opportunities for early handover will be considered at a later stage once restoration works are complete and maintenance is underway.</p>
<p>The land will be dedicated in a staged fashion corresponding with the staging of development</p>	<p>The developer agrees to the staged dedication of riparian corridor land to align with the adjoining</p>

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Attachment 1

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Term or condition	Comment regarding compliance
adjacent to the riparian corridor; dedication will not be accepted despite the above provisions, until the adjoining land has been developed.	development.
The land will be landscaped in a manner that considers salinity impacts and minimises bushfire risk.	Salinity and bush-fire risk will be considered in the preparation of (and subsequent iterations of) the VMP, including in the choices of plant species.
The land will be landscaped or otherwise embellished in consultation with Council and in a manner that will ensure minimal on-going maintenance and management costs and in accordance with the requirements of an approved Vegetation Management Plan for the land.	The developer will adhere to the requirement by specifying suitable landscaping and other embellishments consistent with a passive recreation and riparian environment. The developer will coordinate with Council's landscaping, recreation and environmental sustainability professionals prior to lodging development applications for the work.
NOTE: The subject land and any proposed embellishments must be provided at no cost to Council as negotiated through a Voluntary Planning Agreement (VPA) process.	The developer agrees to this approach subject to section 94 contribution offsets being granted for the cycleway and water cycle management works that are identified in the section 94 contributions plan and that are within the riparian corridors.
NOTE: Council may modify or add to the above general terms and conditions having regard to the circumstances of each case.	Noted, although it would be considered more appropriate to incorporate any additional requirements within the provisions of the VMP.
NOTE: Council encourages innovative management and maintenance solutions, including offers of joint or developer-funded maintenance for an appropriate period post dedication of land.	The developers are happy to discuss any alternative or additional management options that are suggested by the Council for the riparian corridors lands, provided it is consistent with the principle of single public authority management.
NOTE: Acceptance of land in accordance with this policy will be at the sole discretion of Council.	Noted.

Works schedule

The Riparian Corridors Policy provides, in addition to the general terms and conditions, the following requirements:

The proponent is to provide (in the approved Vegetation Management Plan and Draft Plan of Management for the land) a schedule of works with a cost estimates for all components of the works for the ongoing management and maintenance of the land.

Any riparian corridor proposed to be dedicated to Council must be designed, constructed and maintained in accordance with the relevant Vegetation Management Plan approved for the subject land and in accordance with all relevant conditions of development consent for works on the subject land.

The schedule of works and estimate of ongoing costs will be provided in the relevant VMP as part of the development application for the subdivision of adjoining land.




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Conclusion

This submission represents a formal application by Dart West on behalf of the Trustees of the Marist Brothers for Council to accept ownership of the Tributary 2 and South Creek riparian lands. Dart West recognises that the application will lead to further discussion with Council.

Dart West is committed to the implementation of a significant proportion of the Turner Road Precinct development over the long term. This commitment:

- is comprehensive and covers both private land and the public infrastructure networks necessary to sustain a high quality of life for the future residents; and
- has been demonstrated by the high quality of infrastructure completed for Stage 1A of the Gregory Hills development.

The developer seeks to sustain the infrastructure delivery partnership with Council by entering into a VPA with the Council addressing all local infrastructure requirements on the Gregory Hills site, including the ongoing use, ownership and management of land in riparian corridors.

There is a significant public interest in achieving satisfactory outcomes for these lands. The riparian lands adjacent to South Creek and Tributary 2 are integral to the achievement of the Turner Road Precinct's environmental conservation, pedestrian and cycle access, open space and recreation, and water cycle management objectives.

Appropriate and sustainable ongoing management of the riparian corridors of Turner Road Precinct, including the gradual handover of these areas to the Council with appropriate maintenance commitments, is considered to be the optimum outcome for the future Turner Road Precinct community.

It is considered that this proposal is consistent with Council's Riparian Corridors Policy, and is the optimum management model to best achieve the Policy Statement.

The proposal to have the Council own and manage the land would:

- deliver long term protection of significant environmental features of the land, as well as assist in conservation outcomes further downstream in South Creek;
- assist in the retention of significant view lines and in the management of bushfire risk, than if the land was retained in private ownership;
- represent the most appropriate means of conserving significant archaeological heritage features on the site;
- result in the land being used for a range of worthwhile community purposes, including being part of a wider integrated cycle/walkway and passive open space network and, through its prominent location, it will contribute to environmental education;
- provide linkages between planned areas of open space in the Turner Road Precinct that are unencumbered by the riparian corridor; and
- have net community benefits in terms of sustainable transport, community health and environmental education outcomes.

Dart West recognises that the Policy requires it to prepare a Plan of Management under the Local Government Act for the land proposed to be dedicated. Dart West will commence this work after further discussion with Council about this application, including

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being provided with guidance by Council as to the requirements of the Plan of Management.

Accordingly, the developer seeks Council's in-principle endorsement of the proposal to dedicate riparian corridors land to the Council.

Attachment 1



Attachment B

Dedication of Land burdened by Transmission Easements Policy Assessment



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Attachment 1

**Offer to enter into a Voluntary Planning Agreement for the
Embellishment and Dedication of Land burdened by
Transmission Easements in the Gregory Hills development**



Suite 6
320A Camden Valley Way
PO Box 228
Narellan NSW 2567
Phone: (02) 4648 5511
Fax: (02) 4648 4827

Handwritten signatures

Handwritten initials/signature

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Summary

The developer of the Gregory Hills site, Dart West Developments Pty Ltd, proposes to dedicate land burdened by transmission easements as public open space to Camden Council.

The developer considers that effective long-term management of the land will be best achieved if the transmission easements that traverse the site are embellished as a new 'linear park' in accordance with Council's standards, specifications and policies, and then dedicated to the Council after a suitable maintenance period. Council's Transmission Easements Policy states that the Council and the developer should enter into a Voluntary Planning Agreement (VPA) under section 93F of the Environmental Planning and Assessment Act 1979 to enable this to occur.

This document also constitutes Dart West's formal submission in accordance with the provisions of 'Camden Council Policy 1.19 Dedication of Land Burdened by Transmission Easements' (**Transmission Easements Policy**).

The proposal is generally as follows:

- The developer will create the linear park along the transmission easement lands to Council's satisfaction.
- The developer will maintain those lands for a period of 5 years following the completion of the embellishment works.
- The developer seeks Council approval for the transfer / dedication of the lands to Council after that period.

There are two transmission easements passing through the site and they intersect at the northern edge of the site, adjacent to the main active recreation facility (playing fields) planned for the Turner Road Precinct.

The proposed linear park will provide for a substantial expansion of the open space network in Gregory Hills; provide the opportunity for public car parking to support the active recreation uses; and also extend the pedestrian/ cycleway networks established in the section 94 contributions plan for the Precinct. No credit is being sought in relation to section 94 contributions as a result of the proposed dedication of the transmission easement land, apart from those areas identified for acquisition and embellishment under the contributions plan.

The proposed linear park complements, and would integrate with, substantial linear areas of riparian corridor land that is within the Gregory Hills site. A separate submission will be made proposing the dedication of these lands pursuant to the relevant policy.

This document:

- sets out the proposal to enter into a VPA regarding transmission easements land;
- outlines Council's policy framework for the dedication of such land and in doing so, framing the case for the Council to agree to enter into the VPA; and
- responds to the specific requirements contained in that policy as they relate to the VPA offer.

Inquiries regarding the proposal should be directed to the developer's General Manager, Property (Mr David Taylor).




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Council's Policy Framework

Council's Transmission Easements Policy establishes "the terms and conditions upon which Council will consider proposals to accept dedication of land burdened by transmission easement land to Council".

In the 'Policy Statement' (p3), it is stated that:

Camden Council may accept land burdened by transmission easements as public open space only where community and environmental benefits are adequately demonstrated, such as:

- *Recognition of cultural landscapes;*
- *Retention of significant view lines;*
- *Protection of significant environmental features of the land;*
- *Use for an appropriate community purpose, such as cycle/ walkway, a dog off-leash area, car parking, native plant nursery, community garden etc;*
- *Providing linkages between areas of open space that are unencumbered by the power easement at regular intervals along the easement corridor.*

The policy then states that

The onus will be on the proponent to demonstrate that any proposal to dedicate land burdened by a transmission easement to Council complies with this Policy, in particular with regard to demonstrating that the on-going costs and activities for Council of managing and maintaining the land will be minimal.

The proposal to dedicate transmission easements land to Council is consistent with achieving a high level of residential design and amenity enunciated in development plans and policies prepared for the Turner Road Precinct.

The proposal comprises part of an overall plan for a single entity (i.e. Council) to manage the site's open space, riparian lands and easement lands.

Dedication of completed and embellished transmission easement land will:

- provide for a well-located and extensive addition to the Precinct's access and movement network, thereby significantly enhancing the permeability, interconnectedness and convenience of the network. This is consistent with the objectives of clause 3.1 of the Turner Road Precinct Development Control Plan 2007 (**Turner Road DCP**);
- allow for its use for appropriate community purposes, such as pedestrian and cycle ways along the entire easement length, car-parking areas to support the sports fields, recreational activities such as dog off-leash areas, viewing and seating spaces and a public art project to support the creation of a local (i.e. Gregory Hills) identity. These will be in addition to works identified in the Oran Park and Turner Road Precincts Section 94 Contributions Plan (**OPTR s94 Plan**);
- create new linkages between planned community facilities on the site including, for example, between the new public school and the proposed sports fields; and
- create a significant expansion of the site's open space network compared to that illustrated in Figure 16 of the Turner Road DCP at no further capital cost to Council.

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Assessment of Offer against Council's Policy

Identification of land

Figure 1 shows the location of the electricity transmission easement land that comprises part of the Gregory Hills master plan, and which is proposed to be dedicated to the Council.

Figure 1 Land to be dedicated to Council



A detailed map and a schedule identifying the areas of these lands (by development stage) are included as an attachment to the Gregory Hills Planning Agreement Proposal prepared by Dart West Developments Pty Ltd.

Concept plans

Preliminary concept plans and indicative images for the landscaping and embellishment of the transmission easements and the creation of the linear park are attached to this submission.

Features of the proposed treatment of the lands include:

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- continuous and direct pedestrian and cycle connection between the southern residential areas and the proposed Turner Road playing fields;
- integration with pedestrian and cycle ways proposed for the riparian corridors, including provision of at least one crossing of South Creek not envisaged in the OPTR s94 Plan;
- provision of opportunities for passive surveillance by positioning local roads as an interface between the transmission easement and residential dwellings; and
- provision of dog off leash areas, public art elements, and a southern lookout.

Consultation

The Transmission Easements Policy provides that the proponents shall consult with Camden Council and the relevant energy companies with regard to the use, embellishment, ownership and management of the land burdened by the transmission easement. The relevant energy company is TransGrid.

The concept design of the easement embellishments have taken account of commonly used / best practice guidelines in the treatment of transmission easement lands, that is:

- ISSC 3 - Industry Safety Steering Committee, NSW; Guideline for Managing Vegetation Near Power Lines (Integrating Community, Safety and Environmental Values); December 2005
- Integral Energy - Tree Management Plan; June 2007
- SP AusNet - A Guide to Living with Transmission Line Easements; February 2007
- SP AusNet - Easement Use: Planting on Easements; February 2007

Formal consultation with TransGrid is proposed to take place during the development application preparation process, following in-principle agreement to continue VPA negotiations to dedicate easement lands to Council.

Community and environmental benefits

The community and environmental benefits that are expected to result from having the easement lands being maintained in single ownership by a public authority are identified in Table 1.

Table 1: Community and environmental benefits

Benefit	Description
Passive surveillance of easement land from streets and open spaces	<p>Single public ownership is consistent with the public Street Network Plan included as Figure 5 in the Turner Road DCP.</p> <p>The plan shows local and collector roads and planned open space directly abutting the easements for most of their length. These roads will be public land. Where frontage roads are not shown, the master plan can readily be modified to ensure all easement lands have a public land interface.</p> <p>The arrangement of houses fronting onto these roads, and the public use of the open space lands, creates the opportunity for public use of the easement lands, and therefore passive surveillance of the lands.</p>
Increased value of and access to the local	<p>Single public ownership would, through creation of a major linear park, maximise the amount of publicly accessible open space and also the maximum range of additional facilities such as pedestrian and cycle paths, car-parking areas to support the sports</p>





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Benefit	Description
open space network	fields, recreational activities such as dog off-leash areas, viewing and seating spaces and public art.
Supports the delivery of the section 94 contributions plan	A portion of the transmission easement land is identified for acquisition and embellishment as part of the OPTR s94 Plan (i.e. land adjacent to the playing fields in the north east part of Gregory Hills. Additionally, the provision of further pedestrian and cycle ways will significantly enhance the OPTR s94 Plan network (based on the riparian corridors) in the eastern side of the Turner Road Precinct.
Fully integrated with the planned open space network; Sustainable transport	The easement lands, with embellishment for passive and pedestrian / cycle way purposes, will form part of a comprehensive and integrated open space and recreation network across Gregory Hills and linking to adjacent areas to the east, north, west and south. It therefore enhances the opportunities for future residents to safely navigate through various parts of the Precinct and its facilities (and beyond to Scenic Hills, Oran Park, Harrington grove and Smeaton Grange) using non motorised transport means.
Improved community health outcomes	The attraction of an extensive pedestrian / cycle way network would likely result in high levels of public use, and contribute to improved community health outcomes.
Safeguard view corridors	Single public ownership would create an internal view corridor south to north and north to south through the release area unimpeded by fencing and other structures that may detract from the views and the general experience of the facilities provided on the land. At its southern extent, provision will also be made for a public place for residents to obtain views toward Mount Annan to the south and to Scenic Hills area generally.
Conservation of catchment ecological values	Single public ownership would allow for the protection of significant environmental features of the Turner Road Precinct landscape by providing additional connections between riparian corridors and internal pocket parks, where established Cumberland Plain Woodland species have been retained. This allows for increased pollinator activity across and through the site through significant plantings of endemic vegetation within the transmission easement. This was an objective of the initial 'LVIA – Landscape Visual Impact Assessment, 2005' prepared by the Growth Centres Commission, NSW; and one of the key recommendations of the future planning of Gregory Hills.
Reduced cost to community over the longer term	Single public ownership will more readily allow the land, together with riparian lands and other Council owned public open space, to be managed as a single coherent network. In Dart West's view, this would significantly reduce the overall cost to the community when compared to the establishment of parallel management systems by different organisations.

Dart West is of the view that these benefits, together with the absence of a suitable and viable alternative ownership model (discussed below), suggest a strong case for Council's future ownership and management of all of the transmission easement lands within the Gregory Hills site.

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Consideration of other ownership options

The OPTR s94 Plan establishes that Council will own and manage numerous parcels of public open space adjoining the land burdened by transmission easements in the Turner Road Precinct, including the playing fields facility north of South Creek.

In fact, the OPTR s94 Plan provides for over 4 hectares of electricity transmission easement land adjacent to the playing fields to be acquired and embellished by Council. There is therefore no argument about the future ownership model for this portion of the easement land. The proposed VPA will enable realisation of this part of the OPTR s94 Plan to be achieved.

Apart from the above land, there are two broad ownership paradigms available for the easement land. That is, the land can be held in single ownership as public land or in multiple ownership by each of the adjoining land-holders. Although multiple-ownership could reduce the public maintenance cost, at least for the short term, it would be less likely to achieve the public benefits that the land potentially offers.

Table 2 examines alternative ownership models.

Table 2: Other ownership options

Option	Comments
Incorporation into rear of private housing lots	<p>Possible for that section of the easement land in the north of the Gregory Hills site (i.e. west of the playing fields); and easement land south of Gregory Hills Drive; to be developed for large-lot residential development in accordance with the R1 zoning.</p> <p>The positive aspects of this approach are that provides for a different house product for the area (i.e. large lots well in excess of 2,000m²), and avoids the public having to be responsible for the maintenance of the land. The negative impacts of this approach are mainly visual with the location of numerous boundary fences situated perpendicular to the easement line likely to provide an inferior urban outcome.</p> <p>Compounding the likely negative visual impact is that this form of use of the easements is a 'wasted opportunity' for the local community. The public single ownership model is the only one that can realistically provide all of the community and environmental and community benefits described previously in this submission.</p>
Incorporation into a major development with substantial frontage to the corridor	<p>The following possible opportunities were considered:</p> <ul style="list-style-type: none"> • A higher density housing development on land south east of the local neighbourhood centre. • A seniors living development. <p>The first of these options was discounted as the market for such development is likely to involve sites no larger than 5,000m². Such development would result in similar outcomes to those envisaged for detached housing lots above.</p> <p>Larger seniors living developments are established on sites of several hectares in size. A single development site of this size may be able to absorb and manage a section of the transmission easement corridor. The market for developing such a site encumbered by a transmission easement is untested, but is likely to be extremely limited.</p> <p>This option is therefore unlikely to be viable.</p>
Single ownership by a non-Council entity	<p>TransGrid enjoys the benefits of access to the easement which is all that it requires to maintain the transmission line. No non-government organisation has expressed</p>

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Option	Comments
	interest in the land nor is likely to. Single ownership by a non-Council entity is therefore not viable.

Dart West submits that the maximum community and environmental benefits associated with the easement lands can only be achieved by public ownership, but understands that Council and the community will be concerned at the ongoing costs of accepting this responsibility.

The concept plans included in the attachments show minimal embellishment of the space and low-maintenance native vegetation planting. Dart West has only recently commenced Gregory Hills development and does not have the experience that Council would have in maintenance cost matters. Dart West would therefore seek advice from Council's open space asset managers on their estimate for maintaining passive parks with similar planting and embellishment to that proposed in the easement lands.

Other terms and conditions

The following table identifies from the Transmission Easements Policy the terms and conditions of Council's acceptance of the easement land into public ownership that have not already been dealt with, and comments on the compliance of this proposal with those terms and conditions.

Term or condition	Comment regarding compliance
No Section 94 credits will be granted relating to the land or to any embellishments proposed upon the land (unless a portion of the land is approved for a use associated with a Section 94 facility, e.g. car parking for a sports field, subject to the concurrence of the energy company).	The developer will only seek section 94 contribution offsets that part of the easement land identified for acquisition and embellishment as open space in the OPTR s94 Plan. No offsets will be sought for other easement lands.
The land will be additional to the normal open space requirements and will not be permitted to be used for the primary components of the section 94 facilities (i.e. not for sports fields or play grounds but may be used for car parking) and shall not reduce the total area of land to be dedicated under the plan.	Noted and agreed. It is intended to expand both land and facilities associated with passive open space embellishments only (such as seating and public art).
Development adjoining the easement must be designed in accordance with Safer by Design Principles (such as through the provision of perimeter roads, landscape design that maintains sight lines and lighting appropriate to the intended use and opportunities to provide passive surveillance).	The developer does apply the Safer by Design principles in its design of open space and adjoining land. Much of the adjoining development is public roadways and so generally provides high levels of surveillance. Council will have the opportunity during the assessment of each application to provide further advice or guidance as necessary to ensure such principles are implemented.
The developer will pay for the maintenance costs of the land for a minimum period of five years from the date of practical completion of the embellishment works, or such longer period as is required to achieve the outcomes for the land. However, the land may be dedicated to Council at an earlier time, when it is	The developer is prepared to meet the full cost of maintenance of the transmission easement land for a period of five years from the date of practical completion of the embellishment works. Further development of the concept plans will assist in providing a statement of outcomes and performance




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Attachment 1

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Term or condition	Comment regarding compliance
agreed that the outcomes for the land have been achieved (but no less than 2 years from the commencement of the maintenance period) subject to the continued funding of the minimum 5 year maintenance period by the developer.	measures to ensure that these outcomes are achieved. Opportunities for early handover will be considered at a later stage once works are complete and maintenance is underway.
The land will be dedicated in a staged fashion corresponding with the staging of development adjacent to the easement corridor. Dedication will not be accepted despite the above provisions, until the adjoining land has been developed.	The developer agrees to the staged dedication of transmission easement land to align with the adjoining development.
The land will be landscaped or otherwise embellished in consultation with Council and in accordance with the requirements of the relevant energy companies.	Upon receipt of, in principle, advice from Council that it will accept ownership of the easement lands, the developer proposes to refer this plan, concept designs and a draft Plan of Management (PoM) to TransGrid to gain their general concurrence. Once that is obtained the developer will further develop the draft PoM as necessary and provide any relevant details to fully articulate the proposal.
The land will be landscaped in a manner that considers salinity impacts and minimises bushfire risk.	Salinity and bush-fire risk will be considered in the preparation of the relevant concept details, including in the choices of plant species.
The design and embellishment must ensure minimal on-going maintenance and management costs.	Noted and agreed. Preferred species and landscape design approaches incorporated into the concept plans are low maintenance cost solutions. The suitability of public art installations and passive open space embellishments can be the subject of further discussion with Council officers.
Drainage of the land is designed to Council's satisfaction and to ensure no detrimental impacts on private property or usable open space land.	Noted and agreed.
NOTE: The subject land and any proposed embellishments must be provided at no cost to Council as negotiated through a Voluntary Planning Agreement (VPA) process.	The developer agrees to this approach subject to section 94 contribution offsets being granted for the land and works that are identified in the OPTR s94 Plan.
NOTE: Council may modify or add to the above general terms and conditions having regard to the circumstances of each case.	Noted.
NOTE: Council encourages innovative management and maintenance solutions, including offers of joint or developer-funded maintenance for an appropriate period post dedication of land.	The developer is happy to discuss any alternative or additional management options that are suggested by the Council for the easement lands, provided it is consistent with the principle of single public authority management.
NOTE: Acceptance of land in accordance with this policy will be at the sole discretion of Council.	Noted.





..110

Works schedule

The policy provides, in addition to the general terms and condition, the following detailed requirements:

"The proponent is to provide (in the Draft Plan of Management for the land) a schedule of works with a cost estimate for all components of the works for the ongoing management and maintenance of the land."

The draft PoM (currently in preparation) will identify the various management issues and provide a recommendation as to how these can be addressed. A draft landscape maintenance timetable will also comprise part of the draft PoM.

As stated previously, the ongoing management regime for the space would resemble that of other passive parks in the LGA. Dart West submits that Council's asset managers would have access to comprehensive data on costs of maintenance for these spaces.

Conclusion

Dart West is committed to the implementation of a significant proportion of the Turner Road Precinct over the long term. This commitment:

- is comprehensive and covers both private land and the public infrastructure networks necessary to sustain a high quality of life for the future residents; and
- has been demonstrated by the high quality of infrastructure completed for Stage 1A of the Gregory Hills development.

The developer seeks to sustain the infrastructure delivery partnership with Council by entering into a VPA with the Council addressing all local infrastructure requirements on the Gregory Hills site, including the ongoing use, ownership and management of land burdened by transmission easements.

There is significant public interest in ensuring quality design and planning outcomes for these lands are achieved, and that poor design and visual outcomes are avoided.

At the same time there are significant opportunities for public use and enjoyment of the land. The transmission easement lands represent a great opportunity to enhance the liveability of Turner Road Precinct by the creation of an outstanding 'linear park'.

It is considered that this proposal is consistent with Council's Transmission Easements Policy and is the optimum management model to best achieve the Policy Statement.

The proposal to have the Council own and manage the land would:

- implement the OPTR s94 Plan in so far as the areas surrounding the proposed playing fields is concerned;
- represent a valuable and worthwhile addition to the other public infrastructure being provided on the Gregory Hills site;
- enhance the quantity and quality of open space in the area, and substantially improve the access and movement networks, particularly in the south eastern part of the Turner Road Precinct;
- have much less negative visual impact than the likely alternative development; and

ORD07

Attachment 1

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- have net community benefits in terms of sustainable transport, and community health outcomes.

Appropriate and sustainable ongoing management of the transmission easements land at the Gregory Hills site, including the gradual handover of these areas to the Council with appropriate maintenance commitments, is considered to be the optimum outcome for the community.

Accordingly, Dart West seeks Council's in-principle endorsement of its proposal to dedicate transmission easements land to the Council.

Attachments

Preliminary concept plans and images



Dart West Gregory Hills Planning Agreement
Camden Council
Dart West Developments Pty Limited
Trustees of the Marist Brothers

Explanatory Note 2

A copy of the Explanatory Note that was exhibited as part of the Gregory Hills VPA amendments dated 22 October 2013 is on the following pages.

Please Note the following Explanatory Notes do not form part of the Planning Agreement.

ORD07

Attachment 1

ORD07

Gregory Hills Planning Agreement – Deed of Variation
Camden Council
Dart West Developments Pty Limited
Trustees of the Marist Brothers



Appendix 2

(Clause 7)

Environmental Planning and Assessment Regulation 2000

(Clause 25E)

Explanatory Note

Draft Deed

Under cl25C(3) of the *Environmental Planning and Assessment Regulation 2000*

Parties

Camden Council ABN 31 117 341 764 of 37 John Street, Camden, NSW 2570
(Council)

and

Dart West Developments Pty Limited ABN 32 107 685 370 of PO Box 228, Narellan
 NSW 2567 **(Developer)**

and

Trustees of the Marist Brothers ABN 91 064 875 510 of PO Box 138, Drummoyne
 NSW 1470 **(Landowner)**

Description of the Land to which the Draft Deed Applies

The Draft Deed applies to the same Land the subject of the Planning Agreement.

Description of Proposed Development

The Draft Deed relates to the same Development the subject of the Planning Agreement.

Attachment 1

Gregory Hills Planning Agreement – Deed of Variation
Camden Council
Dart West Developments Pty Limited
Trustees of the Marist Brothers



ORD07

Summary of Objectives, Nature and Effect of the Draft Deed

Objectives of Draft Deed

The objective of the Draft Deed is to amend the Planning Agreement

Nature of Draft Deed

The Draft Deed is a deed of variation to the Planning Agreement under cl25C(3) of the Environmental Planning and Assessment Regulation 2000.

Effect of the Draft Deed

The Draft Deed amends the Planning Agreement with respect to amending the procedure for design of Works, the Development Contributions to be provided under the Planning Agreement, the Security to be provided under the Planning Agreement and for other purposes.

Assessment of the Merits of the Draft Deed

The Planning Purposes Served by the Draft Deed

The Draft Deed requires the provision of community facilities and provides increased opportunity for public involvement and participation in environmental planning and assessment of the Development.

How the Draft Deed Promotes the Public Interest

The Draft Deed promotes the objects of the Act as set out in s5(a)(v) and (c).

For Planning Authorities:

Development Corporations - How the Draft Deed Promotes its Statutory Responsibilities

N/A

Other Public Authorities – How the Draft Deed Promotes the Objects (if any) of the Act under which it is Constituted

N/A

Councils – How the Draft Deed Promotes the Elements of the Council's Charter

The Draft Deed promotes the elements of the Council's charter by:

- *to provide directly or on behalf of other levels of government, after due consultation, adequate, equitable and appropriate services and facilities for the community and to ensure that those services and facilities are managed efficiently and effectively*

Attachment 1

ORD07

Gregory Hills Planning Agreement – Deed of Variation
Camden Council
Dart West Developments Pty Limited
Trustees of the Marist Brothers



The Draft Deed amends the Planning Agreement to require amended works and land to be provided to the Council to be maintained by the Council.

- *to keep the local community and the State government (and through it, the wider community) informed about its activities*

The Draft Deed is to be placed on public exhibition in accordance with cl25D of the *Environmental Planning and Assessment Regulation 2000*.

All Planning Authorities – Whether the Draft Deed Conforms with the Authority’s Capital Works Program

The Planning Agreement to be amended by this Draft Deed conforms with the Council’s capital works program.

All Planning Authorities – Whether the Draft Deed specifies that certain requirements must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued

The Draft Deed amends the Planning Agreement to require works to be commenced before the issue of subdivision certificates.

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Attachment 1