



Camden Council

Attachments

Ordinary Council Meeting
14 October 2014

Camden Civic Centre
Oxley Street
Camden



ORDINARY COUNCIL

ATTACHMENTS - ORDINARY COUNCIL

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Attachment 1



CAMDEN COUNCIL PLANNING PROPOSAL

**Amendment No. 33 – Amendment to rezone Canal
Land Gregory Hills – Amendment to Camden Local
Environmental Plan 2010**

Date: October 2014 (Version E)

Amendment No. 33 – Canal Land Gregory Hills – Amendment to Camden Local Environmental Plan 2010

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Attachment 1

Amendment No. 33 – Canal Land Gregory Hills – Amendment to Camden Local Environmental Plan 2010

ORD02**Attachment 1****BACKGROUND**

This Planning Proposal has been prepared on behalf of Dart West Developments in relation to a parcel of land which forms part of the Marist Brothers land holding, directly adjoining the Gregory Hills development. The parcel of land is identified as Lot 51 in DP1134649, which sits between the existing residential zoned land within the Turner Road Precinct West and the Sydney Catchment Authority Upper Sydney Canal land holding to the east.

The land ownership details of the subject site had not been confirmed during the rezoning of the Turner Road Precinct, and as such, the subject land was inadvertently not included in the Turner Road Precinct.

As a result, the land is currently incorrectly zoned as infrastructure land associated with the Sydney Catchment Authority Upper Sydney Canal. The subject site does not form part of the Upper Sydney Canal lands, and is therefore required to be rezoned to correct this anomaly.

The site is located within the Camden Council Local Government area approximately 6km northeast of the Camden town site, 20km southwest of the Liverpool CBD and 50km southwest of the Sydney CBD. The future South West Growth Centre regional centre of Leppington is approximately 7.5km to the northeast.

This lot has an area of 15,137m² and is generally 445m in length and has a varying width of between 30 and 60m. The lot is currently zoned SP2 under the Camden LEP 2010 as it had previously been identified as part of the Upper Sydney Canal land.

This Planning Proposal seeks to amend the land use controls and zoning mapping under the Camden Local Environmental Plan 2010, to be generally consistent with those in the adjoining residential lands which form the Turner Road Precinct. Without proceeding with this proposed rezoning, the land would become an isolated and unusable pocket of land between Gregory Hills and the Canal. The rezoning of the land to facilitate residential development would ensure orderly planning of the Gregory Hills project. The zoning of the canal lands would remain unchanged, ensuring that the statutory land use arrangements correctly reflect the land ownership pattern. It is proposed to rezone the land from SP2 Infrastructure to R1 General Residential to be consistent with the adjoining land use.

The following chapters in this Planning Proposal report provide a more detailed justification of the proposal, and expand on the matters outlined above.

Amendment No. 33 – Canal Land Gregory Hills – Amendment to Camden Local Environmental Plan 2010

Locality Plan



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Site Plan



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PART 1 – OBJECTIVES OR INTENDED OUTCOMES

As discussed in the introduction, the subject site (Lot 51, DP 1134649) is currently zoned as infrastructure land under the Camden Local Environmental Plan 2010 and has been incorrectly associated with the Upper Sydney Canal.

The subject site was not re-zoned under the Turner Road Precinct Plan Sydney Growth Centres SEPP as the land ownership was unclear at this point in time, and the land area was located outside of the Growth Centres Precinct boundary.

Following the rezoning of the Turner Road Precinct, further detailed investigations have been undertaken which confirmed that the subject lot forms part of the land which is owned by the Marist Brothers, and which is logically included in the Gregory Hills development, rather than being retained as part of the school operational land.

Given that the land area does not form part of the Sydney Canal lands, the objective of this Planning Proposal is to amend the zoning and land use controls to reflect the zoning adopted for the adjoining residential land within the Turner Road Precinct.

Amendments to the Turner Road DCP (as part of a future housekeeping amendment) and the VPA will be made to give effect to the proposed additional public open space and development contributions.

PART 2 – EXPLANATION OF PROVISIONS

The objectives of this Planning Proposal are to be achieved by amending the Camden Local Environmental Plan (LEP) 2010 mapping as described below and in the maps accompanying this planning proposal.

Copies of the existing LEP Maps relevant to this Planning Proposal are included in Attachment 4. The specific amendments to the LEP Maps are included in Attachments 1 to 3 and a summary of the Maps to be amended under this proposal are outlined below.

1. Amendment to the following Camden LEP Zoning Map :

Land Zoning Map - Sheet LZN_017

2. Amendment to the following Camden LEP Lot Size Map:

Lot Size Map - Sheet LSZ_017

3. Amendment to the following Camden LEP Height of Building Map:

Height of Buildings Map - Sheet HOB_017

It is proposed to zone the land R1 – General Residential and provide for a minimum lot size of 450 square metres and a maximum building height of 9.5 metres reflecting the nature of the development adjoining this land.

PART 3 – JUSTIFICATION

Section A – Need for the Planning Proposal

1. Is the planning proposal a result of any strategic study or report?

This Planning Proposal has been prepared on behalf of Dart West Developments in relation to land within the Marist Brothers Land holding that was previously incorrectly identified as infrastructure land associated with the Upper Sydney Canal.

While the Planning Proposal has not been prepared as a direct result of a strategic study, the rezoning of the Turner Road Precinct has identified this land ownership/zoning anomaly.

2. Is the planning proposal the best means of achieving the objectives or intended outcomes, or is there a better way?

The modifications sought in this Planning Proposal are the best means of achieving the objectives and intended outcomes. Given the proposed amendments relate to statutory land use mapping outcomes contained in the LEP, other available processes are not considered an appropriate means of achieving the objectives and intended outcomes promoted by this Planning Proposal.

The Planning Proposal seeks amendment to the current Camden LEP 2010, rather than seek modification of the South West Growth Centre boundary to include the land. This is reflective of recent decisions by the Department of Planning & Environment and current rezoning proposals within the region adjoining the Growth Centre.

3. Is there a net community benefit?

As suggested in the Department's Local Plan-Making Guidelines, the Evaluation Criteria to undertake a Net Community Benefit analysis has been adapted from the Draft Centres Policy (April 2009). In some cases the Evaluation Criteria have been modified or removed to ensure the criteria are meaningful to this Planning Proposal.

The Canal Land Planning Proposal generates a need for an additional 2,055m² of open space based on a provision rate of 2.83ha/1000 people, which is consistent with the Growth Centres Development Code. The Turner Road DCP 2007 and Dart West (Gregory Hills) VPA will be amended to include this additional open space provision which will benefit the local community. The Turner Road DCP will be updated as part of a future 'housekeeping' review of the document.

The discussion below demonstrates that there is significant net community benefit resulting from the Planning Proposal.

Net Community Benefit Evaluation Criteria	Response
Will the LEP be compatible with agreed State and regional strategic direction for development in the area (e.g. land release, strategic corridors, development within 800 metres of a transit node)?	The proposal is consistent with the State and regional strategic direction for development relating to housing growth in the area. The subject land will form part of an identified urban growth area.

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Net Community Benefit Evaluation Criteria	Response
Is the LEP located in a global/regional city, strategic centre or corridor nominated within the Metropolitan Strategy or other regional/subregional strategy?	<p>The subject site for this Planning Proposal is not located in a global/ regional city, strategic centre of corridor nominated within the Metropolitan Strategy or other regional / subregional strategy.</p> <p>The land is however located adjacent to the Turner Road Precinct of the South West Growth Centre.</p>
Is the LEP likely to create a precedent or create or change the expectations of the landowner or other landholders?	The proposal will not create a precedent or change land owner expectations of development.
Will the LEP facilitate a permanent employment generating activity or result in a loss of employment lands?	The proposal will not result in any increase, or decrease in existing zoned employment lands within the Camden LEP.
Will the LEP impact upon the supply of residential land and therefore housing supply and affordability?	The Planning Proposal will facilitate a minor increase in the supply of residential land within the locality and therefore enhance affordability within the region.
Is the existing public infrastructure (roads, rail, and utilities) capable of servicing the proposed site? Is there good pedestrian and cycling access? Is public transport currently available or is there infrastructure capacity to support future public transport?	<p>The subject site adjoins the Turner Road Precinct release area of the South West Growth Centre. Detailed planning and provision of public infrastructure has been undertaken as part of the rezoning process and the wider Growth Centres release area.</p> <p>The proposed road and public transport infrastructure network will adequately accommodate the minor increase in developable land associated with this proposal.</p>
Will the proposal result in changes to the car distances travelled by customers, employees and suppliers? If so, what are the likely impacts in terms of greenhouse gas emissions, operating costs and road safety?	<p>The proposal will not result in any modifications to the planned road network and travel distances, times and road safety matters.</p> <p>The proposal does facilitate the provision of residential housing in an area which has high levels of planned access to local educational, retail and open space facilities within the Gregory Hills project. The land is also well located in terms of access to future planned public transport networks.</p>

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Net Community Benefit Evaluation Criteria	Response
Are there significant Government investments in infrastructure or services in the area whose patronage will be affected by the proposal? If so, what is the expected impact?	<p>There are significant investments occurring in public infrastructure within the locality associated with development of the Growth Centre.</p> <p>The rezoning of land proposed will have a positive benefit in supporting the viability of these investments through enhanced patronage of public transport, schools and other infrastructure.</p>
Will the proposal impact on land that the Government has identified a need to protect (e.g. land with high biodiversity values) or have other environmental impacts? Is the land constrained by environmental factors such as flooding?	There are no environmental constraints associated with the subject land or this proposal.
Will the LEP be compatible / complementary with surrounding land uses? What is the impact on amenity in the location and wider community? Will the public domain improve?	<p>The proposal is compatible and complementary with adjacent proposed residential land development.</p> <p>The rezoning of the land will facilitate the orderly development of the Gregory Hills project.</p> <p>There will be no impact on the operational or zoning arrangements of the adjoining Sydney Catchment Authority land. The Planning Proposal will not impact on water quality associated with the Canal.</p>
Will the proposal increase choice and competition by increasing the number of retail and commercial premises operating in the area?	The proposal does not incorporate any modifications to retail or commercial land uses in the area.
What are the public interest reasons for preparing the draft plan? What are the implications of not proceeding at that time?	<p>The public has an interest in this proposal progressing as it will allow for the facilitation of increased housing development which will provide housing choice and affordability.</p> <p>This Planning Proposal also provides clarity for the land owners regarding the extent of the Upper Sydney Canal lands and associated infrastructure zonings.</p>

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Section B – Relationship to strategic planning framework.

- 3. Is the planning proposal consistent with the objectives and actions contained within the applicable regional or sub-regional strategy (including the Sydney Metropolitan Strategy and exhibited draft strategies)?**

Draft Metropolitan Strategy for Sydney 2031

The NSW Government released the draft Metropolitan Strategy for Sydney 2031 in March 2013. This Metropolitan Strategy sets the framework for Sydney's growth and prosperity to 2031 and beyond.

The draft Metropolitan Strategy for Sydney 2031 sets down ambitious housing delivery targets across the Sydney Metropolitan region of 545,000 new dwellings, with 64,000 being delivered within the South West sub-region.

The South West Subregion Plan identifies the subject site as being adjacent to the South West Growth Centre. The Growth Centre has been established to provide for urban growth and work is currently being undertaken to deliver residential and employment development.

The Planning Proposal is consistent with the objectives and direction of the draft Metropolitan Strategy for Sydney 2031 as it will support the balanced growth of Sydney, ensure housing growth can meet market demand, and provide for housing opportunities in an area with high levels of access to planned employment, transport and infrastructure.

The proposed amendments to Camden Council LEP are relatively minor in nature, and will not adversely impact on the objectives and actions of any strategy.

This Planning Proposal will assist in the on-going delivery of housing in the South West subregion in a project which is well located relative to infrastructure being provided to service growth.

- 4. Is the planning proposal consistent with the local Council's Community Strategic Plan, or other local strategic plan?**

Camden Council's endorsed local strategic plan is 'Camden 2040 - Working Together to Achieve the Community's Vision for the Future'.

Camden 2040 has a vision to effectively manage its growth whilst promoting a prosperous local economy, with thriving local businesses and local employment. Part of successfully managing growth is to overcome a key challenge of "Achieving a balance between large population increases and keeping the valued characteristics of Camden as it is now will be an ongoing tension and challenge over the coming decades."

The specific key challenges for growing the Camden Area which relate to the Proposal include:

- Creating good quality, liveable urban environments with a greater density than is currently available in the Camden area, including providing a range of efficient, affordable and innovative housing styles and public urban and open spaces.

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- The importance of building and maintaining certainty and investment confidence within the area through efficient and stable strategic planning and development control processes.

The key strategies to meet the above challenges include:

- Learning from and improving the urban planning process over time so that lessons learned from each precinct planning process, as well as industry best practice, are used in subsequent precincts to ensure improved outcomes over time
- Prioritising environmental outcomes through the planning and development process to maximise improvement and restoration opportunities and to minimise the ecological impacts of increased urban form, economic activity, and people and lifestyles.
- Ensuring greater choice and diversity in housing to meet a range of existing and future community needs

This Planning Proposal will fulfil these key strategies through ensuring that there is certainty and consistency in the delivery of urban growth areas within Camden and delivering further choice in housing diversity.

5. Is the planning proposal consistent with applicable state environmental planning policies?

The State Environmental Planning Policies (SEPPs) that are relevant to this Planning Proposal are identified below.

State Environmental Planning Policy	Applicable	Comment	Consistent
Standard Instrument (Local Environmental Plans) Order 2006	Y	<p>The land subject to this Planning Proposal is not located within the Growth Centres SEPP boundary, but does directly adjoins land rezoned under Appendix 1 of the SEPP, being the Oran Park & Turner Road Precinct Plan.</p> <p>The objective of this Planning Proposal is to amend the zoning and land use controls to reflect the zoning adopted for the adjoining residential land within the Turner Road Precinct.</p> <p>This will ensure consistency in the character of development with the adjoining Turner Road Precinct.</p>	Y

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Standard Instrument—Principal Local Environmental Plan	n/a		
State Environmental Planning Policy No 1—Development Standards	n/a		
State Environmental Planning Policy No 4—Development Without Consent and Miscellaneous Exempt and Complying Development	n/a		
State Environmental Planning Policy No 6—Number of Storeys in a Building	n/a		
State Environmental Planning Policy No 14—Coastal Wetlands	n/a		
State Environmental Planning Policy No 15—Rural Landsharing Communities	n/a		
State Environmental Planning Policy No 19—Bushland in Urban Areas	Y	The land subject to this Planning Proposal is subject to the provisions of SEPP 19. The land does not contain any bushland or vegetation, and is therefore consistent with the objectives of the SEPP.	Y
State Environmental Planning Policy No 21—Caravan Parks	n/a		
State Environmental Planning Policy No 22—Shops and Commercial Premises	n/a		
State Environmental Planning Policy No 26—Littoral Rainforests	n/a		
State Environmental Planning Policy No 29—Western Sydney Recreation Area	n/a		
State Environmental Planning Policy No 30—Intensive Agriculture	n/a		
State Environmental Planning Policy No 32—Urban Consolidation (Redevelopment of Urban Land)	n/a		
State Environmental Planning Policy No 33—Hazardous and Offensive Development	n/a		

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State Environmental Planning Policy No 36—Manufactured Home Estates	n/a		
State Environmental Planning Policy No 39—Spit Island Bird Habitat	n/a		
State Environmental Planning Policy No 44—Koala Habitat Protection	n/a		
State Environmental Planning Policy No 47—Moore Park Showground	n/a		
State Environmental Planning Policy No 50—Canal Estate Development	n/a		
State Environmental Planning Policy No 52—Farm Dams and Other Works in Land and Water Management Plan Areas	n/a		
State Environmental Planning Policy No 55—Remediation of Land	n/a		
State Environmental Planning Policy No 59—Central Western Sydney Regional Open Space and Residential	n/a		
State Environmental Planning Policy No 60—Exempt and Complying Development	n/a		
State Environmental Planning Policy No 62—Sustainable Aquaculture	n/a		
State Environmental Planning Policy No 64—Advertising and Signage	n/a		
State Environmental Planning Policy No 65—Design Quality of Residential Flat Development	n/a		
State Environmental Planning Policy No 70—Affordable Housing (Revised Schemes)	n/a		
State Environmental Planning Policy No 71—Coastal Protection	n/a		
State Environmental Planning Policy (Affordable Rental Housing) 2009	n/a		
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004	n/a		
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008	n/a		

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State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004	n/a		
State Environmental Planning Policy (Infrastructure) 2007	n/a		
State Environmental Planning Policy (Kosciuszko National Park—Alpine Resorts) 2007	n/a		
State Environmental Planning Policy (Kurnell Peninsula) 1989	n/a		
State Environmental Planning Policy (Major Development) 2005	n/a		
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007	n/a		
State Environmental Planning Policy (Penrith Lakes Scheme) 1989	n/a		
State Environmental Planning Policy (Rural Lands) 2008	n/a		
State Environmental Planning Policy (SEPP 53 Transitional Provisions) 2011	n/a		
State Environmental Planning Policy (State and Regional Development) 2011	n/a		
State Environmental Planning Policy (Sydney Drinking Water Catchment) 2011	n/a		
State Environmental Planning Policy (Sydney Region Growth Centres) 2006	n/a		
State Environmental Planning Policy (Temporary Structures) 2007	n/a		
State Environmental Planning Policy (Urban Renewal) 2010	n/a		
State Environmental Planning Policy (Western Sydney Employment Area) 2009	n/a		
State Environmental Planning Policy (Western Sydney Parklands) 2009	n/a		
Sydney Regional Environmental Plan No 8 (Central Coast Plateau Areas)	n/a		
Sydney Regional Environmental Plan No 9—Extractive Industry (No 2—1995)	n/a		
Sydney Regional Environmental Plan No 16—Walsh Bay	n/a		

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Sydney Regional Environmental Plan No 18—Public Transport Corridors	n/a		
Sydney Regional Environmental Plan No 19—Rouse Hill Development Area	n/a		
Sydney Regional Environmental Plan No 20—Hawkesbury-Nepean River (No 2—1997)	Y	<p>The land subject to this Planning Proposal is within the SREP No 20 applicable area.</p> <p>Future detailed development proposals will comprehensively consider the requirements of SREP No 20 to ensure appropriate environmental considerations to water quality, heritage, flora and fauna, etc. are undertaken.</p> <p>Existing controls relating to Environmental Management in Section B1 the Camden DCP 2011 will ensure that water quality targets are achieved.</p> <p>Accordingly, the Planning Proposal is consistent with SREP No 20.</p>	Y
Sydney Regional Environmental Plan No 24—Homebush Bay Area	n/a		
Sydney Regional Environmental Plan No 25—Orchard Hills	n/a		
Sydney Regional Environmental Plan No 26—City West	n/a		
Sydney Regional Environmental Plan No 28—Parramatta	n/a		
Sydney Regional Environmental Plan No 30—St Marys	n/a		
Sydney Regional Environmental Plan No 33—Cooks Cove	n/a		
Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005	n/a		

6. Is the planning proposal consistent with applicable Ministerial Directions (s.117 directions)?

Each s117 Ministerial Direction is listed below with an annotation stating whether it is relevant to the Planning Proposal and confirming its consistency.

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s.117 Direction Title	Applies	Consistency of Planning Proposal
1.1 Business and Industrial Zones	NA	This direction does not apply as the planning proposal does not affect land within an existing or proposed Business or Industrial zone.
1.2 Rural Zones	NA	This direction does not apply as the planning proposal does not affect land within an existing or proposed rural zone.
1.3 Mining, Petroleum Production and Extractive Industries	NA	This direction does not apply as the planning proposal does not propose any modification to the permissibility or operational restrictions relating to extractive industries.
1.4 Oyster Aquaculture	NA	This direction does not apply as the planning proposal does not incorporate any land within a Priority Oyster Aquaculture Areas and oyster aquaculture outside such an area as identified in the NSW Oyster Industry Sustainable Aquaculture Strategy (2006) ("the Strategy").
1.5 Rural Lands	NA	This direction does not apply as the planning proposal does not affect land within an existing or proposed rural or environmental protection zone.
2.1 Environment Protection Zones	NA	This direction does not apply as the planning proposal does not affect land within an existing or proposed Environmental Protection zone.
2.2 Coastal Protection	NA	This direction is does not apply as the planning proposal does not affect land within a coastal zone.
2.3 Heritage Conservation	Y	The Planning Proposal is consistent with this direction as the Heritage Conservation provisions will be retained within the LEP. The impact on heritage items is discussed further below.
2.4 Recreation Vehicle Areas	NA	This direction does not apply as the planning proposal does not seek to develop land for the purpose of a recreation vehicle area.

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s.117 Direction Title	Applies	Consistency of Planning Proposal
3.1 Residential Zones	Y	The Planning Proposal is consistent with this Ministerial Direction as the proposal will allow for the provision of a variety and housing types make the best use of existing infrastructure and will not impact on the environment or resource lands.
3.2 Caravan Parks and Manufactured Home Estates	Y	The planning proposal is consistent with this direction as it does not modify provisions relating to the permissibility of caravan parks and the like.
3.3 Home Occupations	Y	The planning proposal is consistent with this direction as it does not modify provisions relating to the permissibility of home occupations within dwellings.
3.4 Integrating Land Use and Transport	Y	The Planning Proposal is consistent with this Ministerial Direction. The design and zoning controls of the site, adjoining the Turner Road Precinct will facilitate the State Governments Integrated Land Use Policies.
3.5 Development Near Licensed Aerodromes	N/A	This direction is not applicable as the planning proposal will not create, alter or remove a zone or a provision relating to land in the vicinity of a licensed aerodrome.
3.5 Shooting Ranges	N/A	This direction is not applicable as the planning proposal will not affect, create, alter or remove a zone or a provision relating to land adjacent to and/ or adjoining an existing shooting range.
4.1 Acid Sulphate Soils	NA	This direction is not applicable as the land has not been identified as acid sulphate soils under the Standard Instrument Camden LEP 2010.
4.2 Mine Subsidence and Unstable Land	NA	This direction is not applicable as the land is not identified as being within a Mine Subsidence area.
4.3 Flood Prone Land	NA	This direction is not applicable as the planning proposal does not remove or alter provisions relating to flood prone land.

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s.117 Direction Title	Applies	Consistency of Planning Proposal
4.4 Planning for Bushfire Protection	Y	The upper north-western corner of the subject land is identified as being Bush Fire Prone Land – Vegetation Buffer under the Camden Council Bushfire Prone Land Map 2009. As required by the direction consultation with the Rural Fire Service has been undertaken and no issues were identified.
5.1 Implementation of Regional Strategies	NA	This direction is not applicable as the planning proposal does not fall under any specific regional strategy.
5.2 Sydney Drinking Water Catchments	NA	This direction does not apply to the Camden Council Area, therefore is not applicable to the land.
5.3 Farmland of State and Regional Significance on the NSW Far North Coast	NA	This direction is not applicable to the subject land.
5.4 Commercial and Retail Development along the Pacific Highway, North Coast	NA	This direction is not applicable to the subject land.
5.8 Second Sydney Airport: Badgerys Creek	NA	This direction is not applicable to the subject land.
6.1 Approval and Referral Requirements	Y	The Planning Proposal is consistent with this direction as it does not alter any approval or referral requirements.
6.2 Reserving Land for Public Purposes	Y	The Planning Proposal is inconsistent with the direction as it seeks to rezone land previously identified as SP2 Infrastructure land as part of the Upper Sydney Canal. However, the land does not form part of the Canal.
6.3 Site Specific Provisions	Y	The Planning Proposal is consistent with this direction as does not seek to insert any additional site specific provisions within the Camden LEP 2010.
7.1 Implementation of the Metropolitan Strategy	Y	The Planning Proposal is consistent with this direction as it meets objectives of the Metropolitan Plan.

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ORD02**Section 117 Directions - 2.3 Heritage Conservation****Upper Sydney Canal**

Item (4) of Section 117 Direction 2.3 – Heritage conservation requires that a planning proposal must contain provisions that facilitate the conservation of:

(a) items, places, buildings, works, relics, moveable objects or precincts of environmental heritage significance to an area, in relation to the historical, scientific, cultural, social, archaeological, architectural, natural or aesthetic value of the item, area, object or place, identified in a study of the environmental heritage of the area,

As described above, following the rezoning of the Turner Road Precinct, further detailed investigations have been undertaken which confirmed that the subject lot forms part of the Marist Brothers land holding, and does not include any part of the Upper Sydney Canal Sydney Catchment Authority land.

Notwithstanding, Section 5.10 - Heritage Conservation of the Camden LEP outlines the objectives to protect heritage items in the Camden Local Government Area. No modifications to Section 5.10 of the LEP are sought under this Planning Proposal.

Therefore, the Planning Proposal is considered to be consistent with Section 117 Direction - 2.3 Heritage Conservation.

Remnant Bunya Pine

The GCC Turner Road Precinct Heritage Assessment prepared by Godden Mackay Logan in 2007 identified that an existing remnant Bunya Pine located on the southern boundary of the subject land marked the location of the former St Gregory's Cottage adjoining the Upper Sydney Canal.

While the Bunya Pine is not a listed Heritage Item, it was recommended that the tree be retained for the purposes of interpreting this remnant cultural planting as a landscape element associated with the former cottage.

The retention of the Bunya Pine will be addressed as part of the detailed design for the surrounding residential development.

Section C – Environmental, social and economic impact.**7. Is there any likelihood that critical habitat or threatened species, populations or ecological communities, or their habitats, will be adversely affected as a result of the proposal?**

As identified in the subject site photo in Section 1.2 of this proposal, the land area is predominantly cleared and has been subject to grazing and agricultural activities associated with the St Gregory's College.

Camden Council's Environmentally Sensitive Land Map 2013 does not identify any endangered or core habitat vegetation within the subject land.

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It is therefore not expected that the Planning Proposal will adversely impact on any critical habitat or threatened species, populations or ecological communities, or their habitats, environmental values or matters of environmental significance.

8. Are there any other likely environmental effects as a result of the planning proposal and how are they proposed to be managed?

The subject land has been cleared and does not contain and environmentally significant features.

Existing controls relating to Environmental Management in Section B1 the Camden DCP 2011 will ensure that environmental impacts associated with the development of the site for residential purposes will be ameliorated.

9. How has the planning proposal adequately addressed any social and economic affects?

The planning proposal seeks to amend the zoning of the subject site zoned SP2 Infrastructure as part of the Upper Sydney Canal land.

The site adjoins the canal, however, should the proposal be accepted by the Gateway and the amendments take place there should be no social or economic effects on the canal.

Section D – State and Commonwealth interests.

10. Is there adequate public infrastructure for the planning proposal?

The subject site is adjacent to a major urban growth area of South West Sydney. A comprehensive assessment on infrastructure needs was undertaken at the Precinct Planning stages of planning for the Turner Road Precinct and public infrastructure needs to accommodate the demands of an increased urban development have been determined.

The Planning Proposal seeks to allow for the facilitation of general residential development which is likely to accommodate up to 22 additional dwellings. This is a very minor increase in the total dwelling yield of the Turner Road Precinct which is approximately 4,400 dwellings.

As such, the proposal will not create any additional needs for public infrastructure for the locality.

11. What are the views of state and Commonwealth public authorities consulted in accordance with the gateway determination?

The Gateway Determination stipulates that, prior to public exhibition, Council must consult with the Commissioner of the NSW Rural Fire Service and give consideration to the provisions of section 117 direction 4.4 Planning for Bushfire Services. All relevant documentation has been forwarded to the Commissioner and a letter was received on 19 September 2014 which advised that the RFS have no concerns in relation to bushfire.

Consultation is also required with the following public authorities under section 56(2)(d) of the Environmental Planning and Assessment Act 1979 (EP&A Act):

- Office of Environment and Heritage (Heritage Branch); and
 - Sydney Catchment Authority (SCA).
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PART 4 – MAPS

The specific amendments to the LEP Maps are included in Attachments 1 to 3 and a summary of the Maps to be amended under this proposal are outlined below.

4. Amendment to the following Camden LEP Zoning Map :

Land Zoning Map - Sheet LZN_017

5. Amendment to the following Camden LEP Lot Size Map:

Lot Size Map - Sheet LSZ_017

6. Amendment to the following Camden LEP Height of Building Map:

Height of Buildings Map - Sheet HOB_017

PART 5 – COMMUNITY CONSULTATION

In accordance with the Gateway Determination and the Environmental Planning and Assessment Regulation 2000, the Planning Proposal and Dartwest VPA Amendments will be publically exhibited for a period of 28 days. A notification will be placed in the local newspaper with the exhibition material available at:

- Narellan Customer Service Centre and Narellan Library, Queen Street, Narellan (Hard Copy);
- Camden Customer Service Centre and Camden Library, John Street, Camden (Hard Copy); and
- Council website for the length of the exhibition period (Electronic Copy).

A letter will also be sent to all adjoining land owners.

At the conclusion of the consultation period, a report will be submitted back to Council detailing the submissions received.

PART 6 – PROJECT TIMELINE

Commencement date (date of Gateway determination)	3 September 2014
Anticipated timeframe for the completion of required technical information	N/A
Timeframe for government agency consultation (pre and post exhibition as	September / October 2014

Amendment No. 33 – Canal Land Gregory Hills – Amendment to Camden Local Environmental Plan 2010

required by Gateway determination)	
Commencement and completion dates for public exhibition period	October/November 2014
Dates for public hearing (if required)	N/A
Timeframe for consideration of submissions	November 2014
Timeframe for the consideration of a proposal post exhibition	December / January 2014
Date of submission to the department to finalise the LEP	February 2014
Anticipated date RPA will make the plan (if delegated)	February 2014
Anticipated date RPA will forward to the department for notification	February 2014

CONCLUSION

As discussed in detail above, this Planning Proposal has been prepared on behalf of Dart West Developments in relation to land within the Marist Brothers land holding that was previously identified as infrastructure land associated with the Sydney Catchment Authority Upper Sydney Canal.

As such, this Planning Proposal seeks to amend the land use controls and zoning mapping under the Camden Local Environmental Plan 2010, to be generally consistent with those in the adjoining residential lands which form the Turner Road Precinct. A minimum lot size of 450 square metres and maximum height of buildings of 9.5 metres is proposed, which will result in a built form that is consistent with the adjacent residential development.

An amendment to the Camden LEP Maps is the most appropriate method to affect the intended outcome of this proposal. In addition, the proposal will have a positive community benefit outcomes and is supported by Section 117 Directions and State Environmental Planning Policies.

Accordingly, progression of the proposal to public exhibition is sought.

SCHEDULE OF ATTACHMENTS

Attachment 1: Proposed Amendments to Camden Local Environmental Plan 2010 Land Zoning Map

Attachment 2: Proposed Amendments to Camden Local Environmental Plan 2010 Lot Size Map

Attachment 3: Proposed Amendments to Camden Local Environmental Plan 2010 Height of Building Map

Attachment 4: Existing Camden Local Environmental Plan 2010 Maps

Amendment No. 33 – Canal Land Gregory Hills – Amendment to Camden Local Environmental Plan 2010

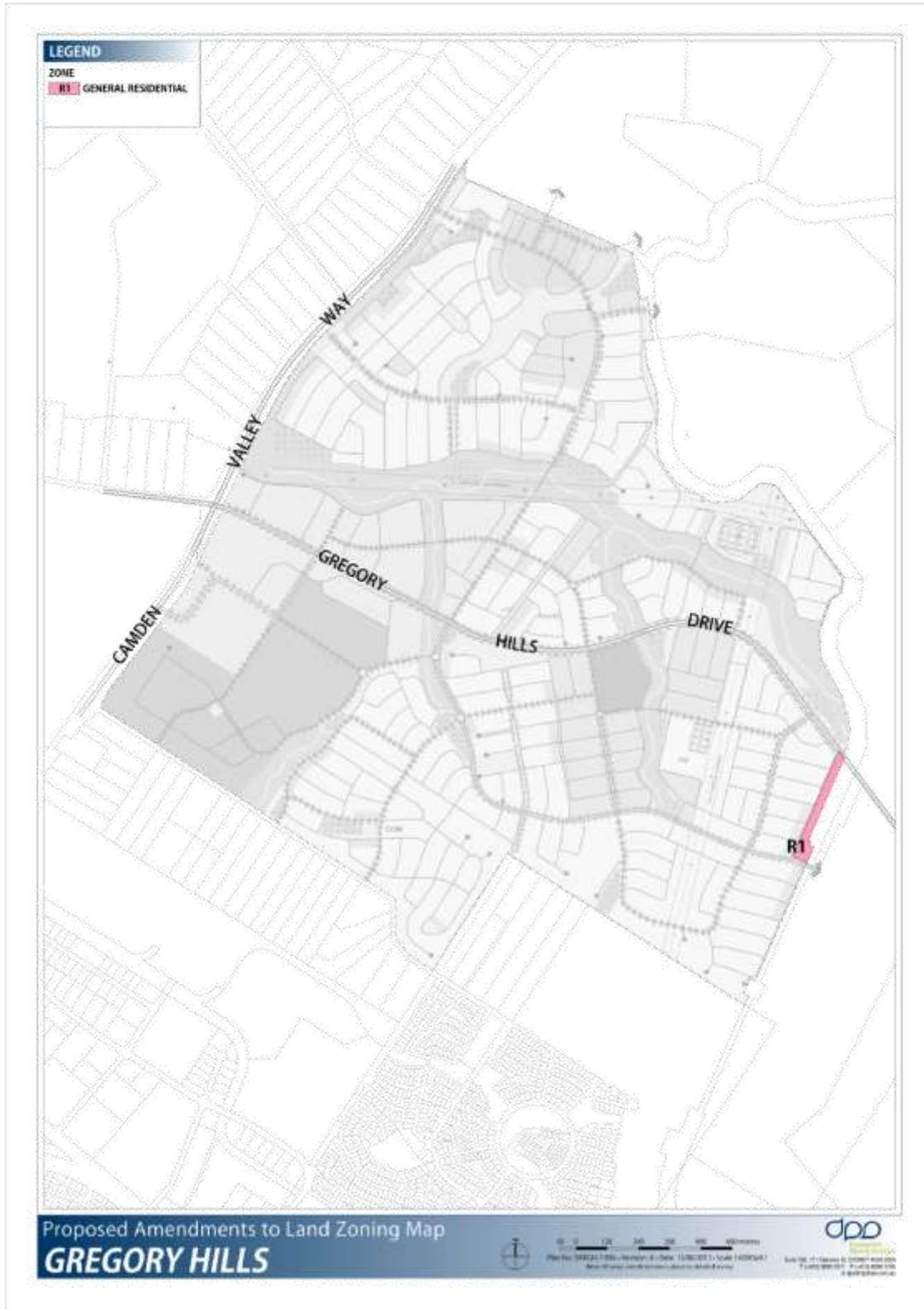
ORD02

Attachment 1

Amendment No. 33 – Canal Land Gregory Hills – Amendment to Camden Local Environmental Plan 2010

Attachment 1

Proposed Amendments to Camden Local Environmental Plan 2010 Land Zoning Map



ORD02

Attachment 1

Amendment No. 33 – Canal Land Gregory Hills – Amendment to Camden Local Environmental Plan 2010

ORD02

Attachment 1

Attachment 2

Proposed Amendments to Camden Local Environmental Plan 2010 Lot Size Map



Amendment No. 33 – Canal Land Gregory Hills – Amendment to Camden Local Environmental Plan 2010

Attachment 3

Proposed Amendments to Camden Local Environmental Plan 2010 Height of Building Map



ORD02

Attachment 1

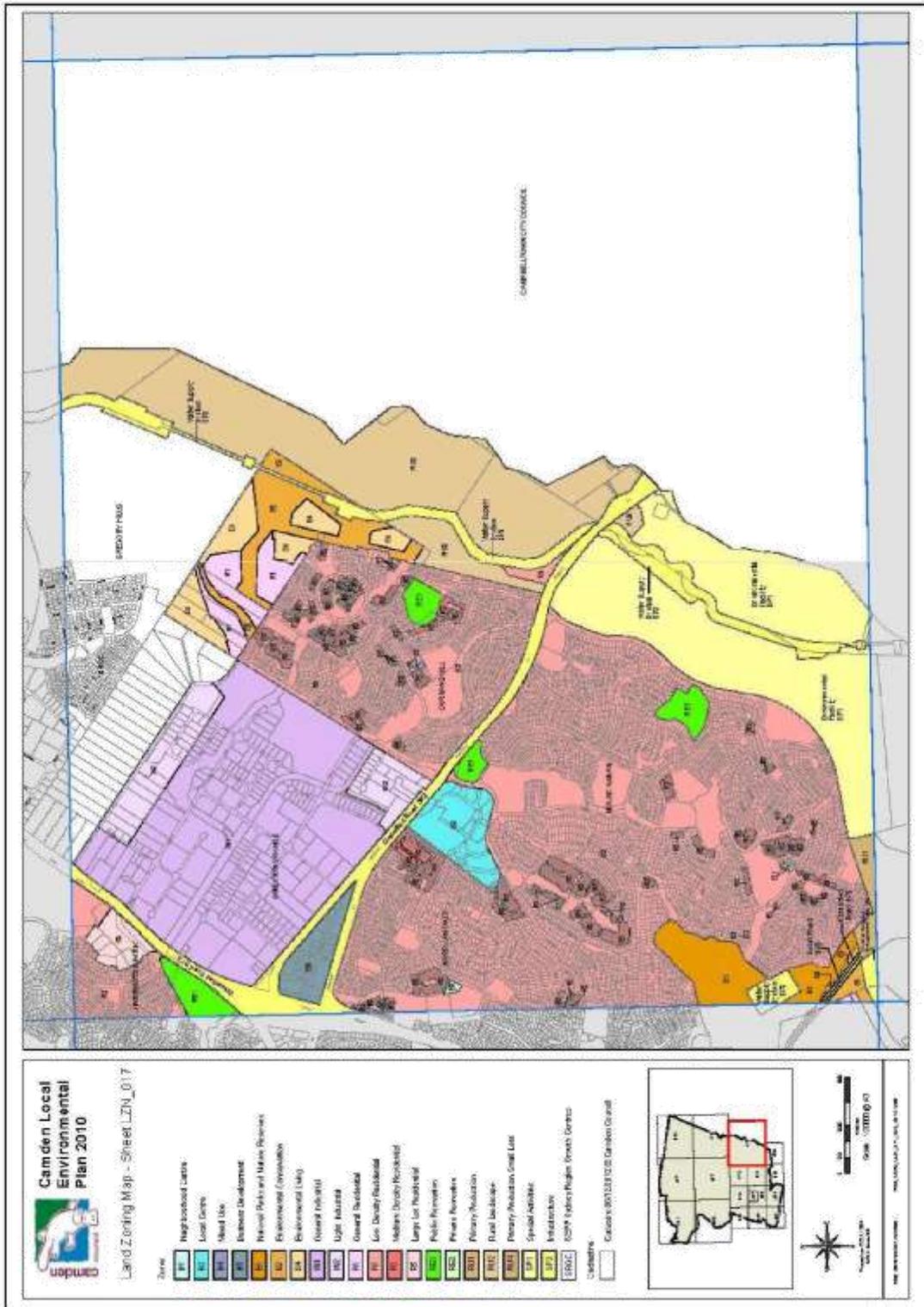
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Attachment 1

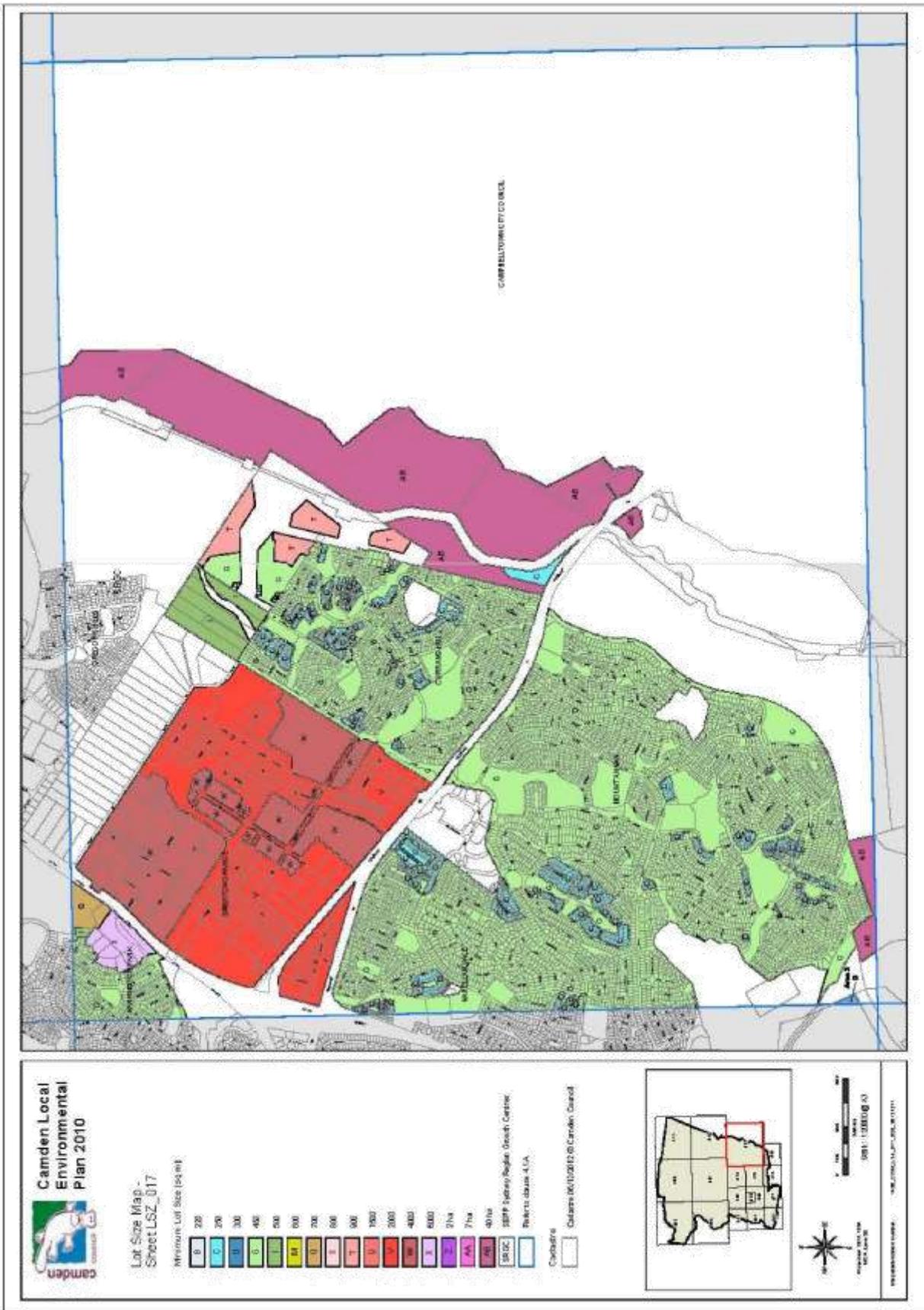
Amendment No. 33 – Canal Land Gregory Hills – Amendment to Camden Local Environmental Plan 2010

Attachment 4

Existing Camden Local Environmental Plan 2010 Maps



Amendment No. 33 – Canal Land Gregory Hills – Amendment to Camden Local Environmental Plan 2010



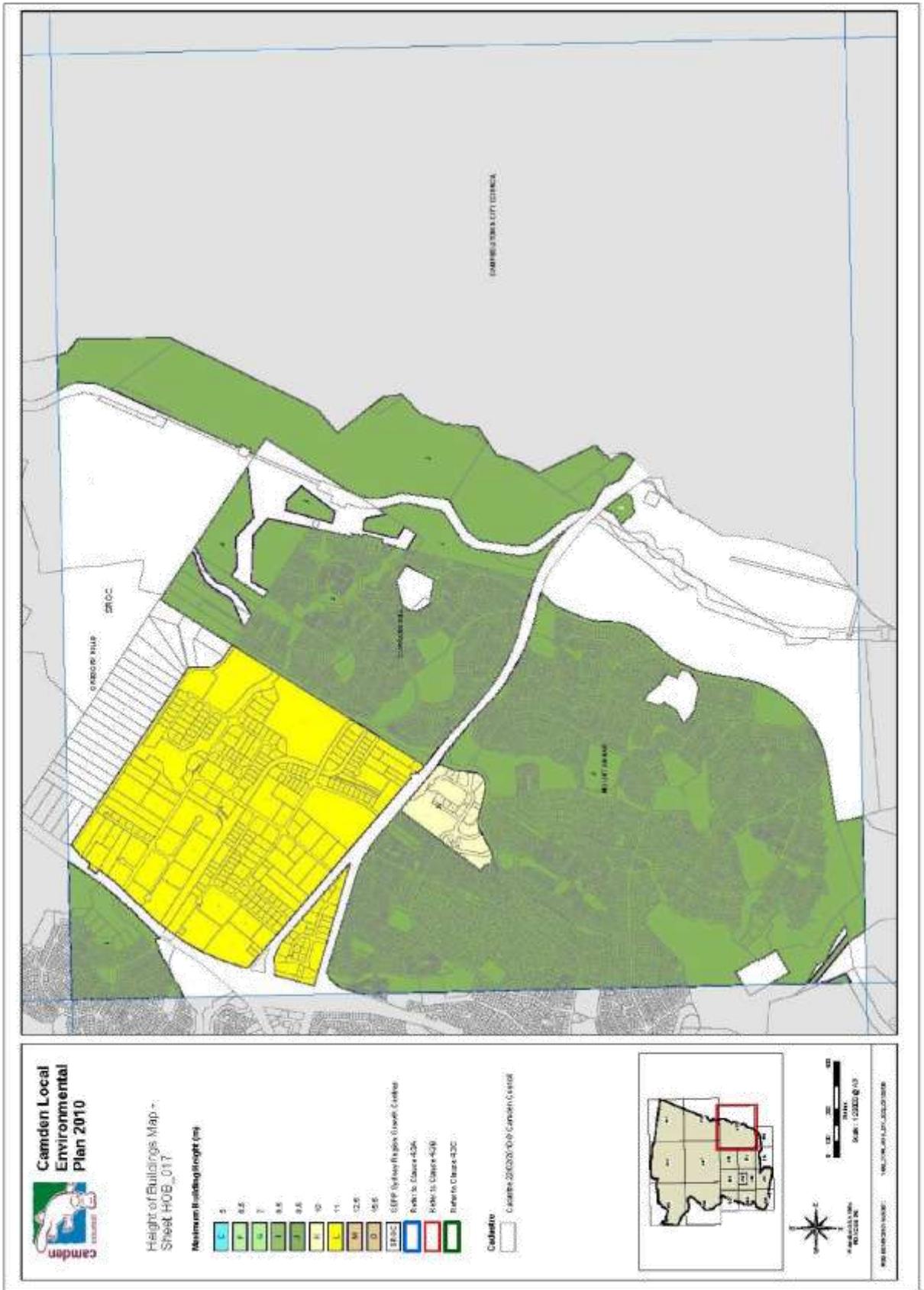
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Attachment 1

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Attachment 1

Amendment No. 33 – Canal Land Gregory Hills – Amendment to Camden Local Environmental Plan 2010



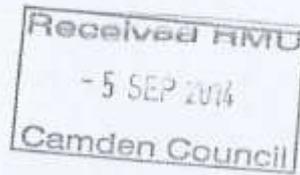
ORD02

Attachment 2



Our ref: 14/09800
Your ref: SC613

Mr Ron Moore
General Manager
Camden Council
PO Box 183
CAMDEN NSW 2570



Dear Mr Moore

**Gateway Determination - Camden Local Environmental Plan 2010
Amendment No.33 – Canal Land at Gregory Hills**

I am writing in response to Council's request for a Gateway determination for a planning proposal to rezone land at Lot 51 DP1134649 Gregory Hills Drive, Gregory Hills, from SP2 Infrastructure to R1 General Residential under Camden Local Environmental Plan 2010.

As delegate of the Minister for Planning, I have now determined the planning proposal should proceed subject to the conditions in the attached Gateway determination.

The former Minister delegated his plan making powers to councils in October 2012. It is noted that Council intends to use its delegation pursuant to Section 23 of the Environmental Planning and Assessment Act 1979 as the matter is considered to be of local significance.

I have considered the nature of Council's planning proposal and have decided to issue an authorisation for Council to exercise delegation to make this plan. I have attached conditions of the determination.

I have also agreed that the planning proposal's inconsistency with s117 Directions: 3.1 Residential Zones and 6.2 Reserving Land for Public Purposes, is of minor significance. No further approval is required in relation to these Directions.

The amending Local Environmental Plan (LEP) is to be finalised within 6 months of the week following the date of the Gateway determination. Council should aim to commence the exhibition of the planning proposal as soon as possible. Council's request for the Department to draft and finalise the LEP should be made directly to Parliamentary Counsel's Office six (6) weeks prior to the projected publication date. A copy of the request should be forwarded to the Department for administrative purposes.

The State Government is committed to reducing the time taken to complete LEPs by tailoring the steps in the process to the complexity of the proposal, and by providing clear and publicly available justification for each plan at an early stage. In order to meet these commitments, the Minister may take action under section 54(2)(d) of the EP&A Act if the time frames outlined in this determination are not met.

Should you have any queries in relation to this matter, please contact Mr Tai Ta on (02) 9860-1560.

Yours sincerely

R Cumming 3/9/14

Rachel Cumming
**Director, Metropolitan Delivery (Parramatta)
Housing, Growth and Economics**

Department of Planning & Environment
Level 5, 10 Valentine Avenue, Parramatta NSW 2124 | GPO Box 39 Sydney NSW 2001 | T 02 9860 1560 | F 02 9860 1699 |



Planning &
Environment

Gateway Determination

Planning proposal (Department Ref: PP_2014_CAMDE_002_00): to rezone land at Lot 51 DP 1134649 Gregory Hills Drive, Gregory, from SP2 Infrastructure to R1 General Residential.

I, the Director, Metropolitan Delivery (Parramatta), at the Department of Planning and Environment, as delegate of the Minister for Planning, have determined under section 56(2) of the EP&A Act that an amendment to the Camden Local Environmental Plan (LEP) 2010 to rezone Lot 51 DP 1134649, Gregory Hills Drive to R1 General Residential, should proceed subject to the following conditions:

1. Prior to community consultation Council is to:
 - (a) remove the word 'draft' from the planning proposal;
 - (b) amend the words 'R1 - Residential' to 'R1- General Residential' on page 6 of the planning proposal;
 - (c) amend the words 'Department of Planning & Infrastructure' to 'Department of Planning and Environment' on page 7 of the planning proposal;
 - (d) consult with the Commissioner of the NSW Rural Fire Services and give consideration to the provisions of section 117 direction 4.4 Planning for Bushfire Services.
2. Community consultation is required under sections 56(2)(c) and 57 of the Environmental Planning and Assessment Act 1979 ("EP&A Act") as follows:
 - (a) the planning proposal must be made publicly available for a minimum of **28 days**; and
 - (b) the relevant planning authority must comply with the notice requirements for public exhibition of planning proposals and the specifications for material that must be made publicly available along with planning proposals as identified in section 5.5.2 of *A Guide to Preparing LEPs (Department of Planning & Infrastructure 2013)*.
3. Consultation is required with the following public authorities under section 56(2)(d) of the EP&A Act:
 - Office of Environment and Heritage (Heritage Branch);
 - Sydney Catchment Authority.
4. Each public authority is to be provided with a copy of the planning proposal and any relevant supporting material, and given at least 21 days to comment on the proposal.
5. A public hearing is not required to be held into the matter by any person or body under section 56(2)(e) of the EP&A Act. This does not discharge Council from any obligation it may otherwise have to conduct a public hearing (for example, in response to a submission or if reclassifying land).
6. The timeframe for completing the LEP is to be **6 months** from the week following the date of the Gateway determination.

R Cumming 3/9/14

Rachel Cumming
Director
Metropolitan Delivery (Parramatta)
Housing, Growth and Economics

Delegate of the Minister for Planning

Department of Planning & Environment

Level 5, 10 Valentine Avenue, Parramatta NSW 2124 | GPO Box 39 Sydney NSW 2001 | T 02 9880 1560 | F 02 9860 1699 |

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Attachment 2

ORD02

Attachment 2



WRITTEN AUTHORISATION TO EXERCISE DELEGATION

Camden Council is authorised to exercise the functions of the Minister for Planning under section 59 of the *Environmental Planning and Assessment Act 1979* that are delegated to it by instrument of delegation dated 14 October 2012, in relation to the following planning proposal:

Number	Name
PP_2014_CAMDE_002_00	Planning proposal to rezone Lot 51 DP 1134649 Gregory Hills Drive, Gregory Hills, from SP2 Infrastructure to R1 General Residential.

In exercising the Minister's functions under section 59, the Council must comply with the Department's "A guideline for the preparation of local environmental plans" and "A guide to preparing planning proposals".

R. Cumming
3/9/14

Rachel Cumming
Director, Metropolitan Delivery (Parramatta)
Housing, Growth and Economics

Delegate of the Minister for Planning

Attachment 5 – Delegated plan making reporting template

Reporting template for delegated LEP amendments

Notes:

- Planning proposal number will be provided by the department following receipt of the planning proposal
- The department will fill in the details of Tables 1 and 3
- RPA is to fill in details for Table 2
- If the planning proposal is exhibited more than once, the RPA should add additional rows to **Table 2** to include this information
- The RPA must notify the relevant contact officer in the regional office in writing of the dates as they occur to ensure the department's publicly accessible LEP Tracking System is kept up to date
- A copy of this completed report must be provided to the department with the RPA's request to have the LEP notified

Table 1 – To be completed by the department

Stage	Date/Details
Planning Proposal Number	PP_2014_CAMDE_002_00
Date Sent to Department under s56	29/5/2014
Date considered at LEP Review Panel	N/A
Gateway determination date	3/9/2014

Table 2 – To be completed by the RPA

Stage	Date/Details	Notified Reg Off
Dates draft LEP exhibited		
Date of public hearing (if held)		
Date sent to PCO seeking Opinion		
Date Opinion received		
Date Council Resolved to Adopt LEP		
Date LEP made by GM (or other) under delegation		
Date sent to DP&I requesting notification		

Table 3 – To be completed by the department

Stage	Date/Details
Notification Date and details	

Additional relevant information:

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Attachment 2

ATTACHMENT 4 – EVALUATION CRITERIA FOR THE DELEGATION OF PLAN MAKING FUNCTIONS

Checklist for the review of a request for delegation of plan making functions to councils

Local Government Area: *Camden*

Name of draft LEP: *Amendment No 33*

Address of Land (if applicable): *Lot 51 DP 1134649*

Intent of draft LEP: *Rezone site from SP2 to R1 General Residential*

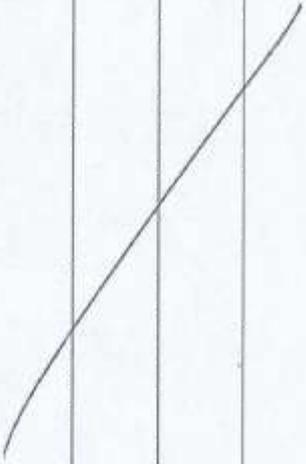
Additional Supporting Points/Information:

Evaluation criteria for the issuing of an Authorisation	Council response		Department assessment	
	Y/N	Not relevant	Agree	Not agree
(Note: where the matter is identified as relevant and the requirement has not been met, council is attach information to explain why the matter has not been addressed)				
Is the planning proposal consistent with the Standard Instrument Order, 2006?	Y		✓	
Does the planning proposal contain an adequate explanation of the intent, objectives, and intended outcome of the proposed amendment?	Y		✓	
Are appropriate maps included to identify the location of the site and the intent of the amendment?	Y		✓	
Does the planning proposal contain details related to proposed consultation?	Y		✓	
Is the planning proposal compatible with an endorsed regional or sub-regional planning strategy or a local strategy endorsed by the Director-General?		✓	✓	
Does the planning proposal adequately address any consistency with all relevant S117 Planning Directions?	Y			✓
Is the planning proposal consistent with all relevant State Environmental Planning Policies (SEPPs)?	Y		✓	
Minor Mapping Error Amendments	Y/N			
Does the planning proposal seek to address a minor mapping error and contain all appropriate maps that clearly identify the error and the manner in which the error will be addressed?		✓	✓	
Heritage LEPs	Y/N			
Does the planning proposal seek to add or remove a local heritage item and is it supported by a strategy/study endorsed by the Heritage Office?	N		✓	
Does the planning proposal include another form of endorsement or support from the Heritage Office if there is no supporting strategy/study?		✓	✓	
Does the planning proposal potentially impact on an item of State Heritage Significance and if so, have the views of the Heritage Office been obtained?		✓	✓	

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Attachment 2

Reclassifications	Y/N			
Is there an associated spot rezoning with the reclassification?	NA		✓	
If yes to the above, is the rezoning consistent with an endorsed Plan of Management (POM) or strategy?	-			
Is the planning proposal proposed to rectify an anomaly in a classification?	NA		✓	
Will the planning proposal be consistent with an adopted POM or other strategy related to the site?	NA		✓	
Will the draft LEP discharge any interests in public land under section 30 of the Local Government Act, 1993?	NA		✓	
If so, has council identified all interests; whether any rights or interests will be extinguished; any trusts and covenants relevant to the site; and, included a copy of the title with the planning proposal?	NA		✓	
Has the council identified that it will exhibit the planning proposal in accordance with the department's Practice Note (PN 09-003) Classification and reclassification of public land through a local environmental plan and Best Practice Guideline for LEPs and Council Land?	NA		✓	
Has council acknowledged in its planning proposal that a Public Hearing will be required and agreed to hold one as part of its documentation?	NA		✓	
Spot Rezonings	Y/N			
Will the proposal result in a loss of development potential for the site (ie reduced FSR or building height) that is not supported by an endorsed strategy?	✓		✓	
Is the rezoning intended to address an anomaly that has been identified following the conversion of a principal LEP into a Standard Instrument LEP format?	Y		✓	
Will the planning proposal deal with a previously deferred matter in an existing LEP and if so, does it provide enough information to explain how the issue that lead to the deferral has been addressed?	✓		✓	
If yes, does the planning proposal contain sufficient documented justification to enable the matter to proceed?	-		-	

Does the planning proposal create an exception to a mapped development standard?	✓		✓	
Section 73A matters				
<p>Does the proposed instrument</p> <p>a. correct an obvious error in the principal instrument consisting of a misdescription, the inconsistent numbering of provisions, a wrong cross-reference, a spelling error, a grammatical mistake, the insertion of obviously missing words, the removal of obviously unnecessary words or a formatting error?;</p> <p>b. address matters in the principal instrument that are of a consequential, transitional, machinery or other minor nature?; or</p> <p>c. deal with matters that do not warrant compliance with the conditions precedent for the making of the instrument because they will not have any significant adverse impact on the environment or adjoining land?</p> <p>(NOTE – the Minister (or Delegate) will need to form an Opinion under section 73(A)(1)(c) of the Act in order for a matter in this category to proceed).</p>				

NOTES

- Where a council responds 'yes' or can demonstrate that the matter is 'not relevant', in most cases, the planning proposal will routinely be delegated to council to finalise as a matter of local planning significance.
- Endorsed strategy means a regional strategy, sub-regional strategy, or any other local strategic planning document that is endorsed by the Director-General of the department.

ORD02

Attachment 3



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planning • environment • local government

**Gregory Hills Planning Agreement
Second Deed of Variation**

Under cl25C(3) of the *Environmental Planning and Assessment Regulation 2000*

Camden Council

Dart West Developments Pty Limited

Trustees of the Marist Brothers

Date:

© Lindsay Taylor Lawyers

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ABN 29 682 671 304

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



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Gregory Hills Planning Agreement Second Deed of Variation

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Attachment 3

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



Gregory Hills Planning Agreement Second Deed of Variation

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

Developer:

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

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



ORD02

Gregory Hills Planning Agreement – Second Deed of Variation

Under cl25C(3) of the *Environmental Planning and 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)

Background

- A The Parties are parties to the Planning Agreement.
- B The Parties have agreed to amend the Planning Agreement with respect to correcting an error in the area of land to be embellished and dedicated for a transmission line easement, including an additional area of open space to be embellished and dedicated and other consequential changes.

Operative provisions

1 Interpretation

- 1.1 In this Deed the following definitions apply:

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

Planning Agreement means the Gregory Hills Planning Agreement pursuant to s93F of the *Environmental Planning and Assessment Act 1979* entered into between the Parties on 4 May 2012 and amended on 26 February 2013 and 10 December 2013.

- 1.2 Except as provided by clause 1.1 all capitalised words used in this Deed that are defined in clause 1.1 of the Planning Agreement have the same meaning in this Deed as in the Planning Agreement.

Attachment 3

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



- 1.3 In the interpretation of this Deed, the following provisions apply unless the context otherwise requires:
- 1.3.1 Headings are inserted for convenience only and do not affect the interpretation of this Deed.
- 1.3.2 A reference in this Deed 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.
- 1.3.3 A reference in this Deed to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- 1.3.4 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Deed.
- 1.3.5 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.
- 1.3.6 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.
- 1.3.7 A reference to this Deed includes the agreement recorded in this Deed.
- 1.3.8 A reference to a party to this Deed includes a reference to the servants, agents and contractors of the party, and the party's successors and assigns.
- 1.3.9 Any schedules, appendices and attachments form part of this Deed.

2 Status of this Deed

- 2.1 This Deed is an amendment to the Planning Agreement within the meaning of clause 25C(3) of the Regulation.

3 Commencement

- 3.1 This Deed takes effect on the date when all Parties have executed this Deed.
- 3.2 The Party who executes this Deed last is to insert on the front page the date they did so and provide a copy of the fully executed and dated Deed to any other person who is a Party.

4 Warranties

- 4.1 The Parties warrant to each other that they:
- 4.1.1 have full capacity to enter into this Deed, and
- 4.1.2 are able to fully comply with their obligations under this Deed and the Planning Agreement as modified by this Deed.

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



ORD02

5 Amendment of Planning Agreement

- 5.1 On and from the date this Deed takes effect, the Planning Agreement is amended in accordance with the marking-up shown on the copy of the Planning Agreement contained in Appendix 1.

6 Costs

- 6.1 The Developer is to pay to the Council the Council's costs of preparing, negotiating, executing and stamping this Deed, and any document related to this Deed within 7 days of a written demand by the Council for such payment.

7 Entire Deed

- 7.1 This Deed contains everything to which the Parties have agreed in relation to the matters it deals with.
- 7.2 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 Deed was executed, except as permitted by law.

8 Governing law and jurisdiction

- 8.1 This Deed is governed by the law of New South Wales.
- 8.2 The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them.
- 8.3 The Parties are not to object to the exercise of jurisdiction by those courts on any basis.

9 No fetter

- 9.1 Nothing in this Deed 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.

10 Severability

- 10.1 If a clause or part of a clause of this Deed 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.
- 10.2 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 Deed, but the rest of this Deed is not affected.

Attachment 3

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



11 Explanatory Note

- 11.1 Appendix 2 contains the Explanatory Note relating to this Deed required by clause 25E of the Regulation.
- 11.2 Pursuant to clause 25E(7) of the Regulation, the Parties agree that the Explanatory Note is not to be used to assist in construing this Deed.

Attachment 3

DRAFT

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



ORD02

Execution

Executed as a Deed

Dated:

Executed on behalf of the Council

General Manager

Witness

Mayor

Witness

Executed on behalf of Dart West Developments Pty Limited in accordance with s127(1) of the Corporations Act (Cth) 2001

Name/Position

Name/Position

Attachment 3

ORD02

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



Executed on behalf of Trustees of the Marist Brothers by its attorney.
 Each attorney signing this Deed under a power of attorney certifies, by the attorney's signature, that the attorney has no notice of 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)

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



ORD02

Appendix 1

(Clause 5)

Amended Planning Agreement

The Planning Agreement as amended by this Deed appears on the following pages.

DRAFT

Attachment 3

ORD02

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



Appendix 2

(Clause 11)

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.

Summary of Objectives, Nature and Effect of the Draft Deed

CAM_CAM01113_023.DOCX

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Attachment 3

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



ORD02

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 correcting an error in the area of land to be embellished and dedicated for a transmission line easement, including an additional area of open space to be embellished and dedicated and other consequential changes.

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*

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.

Attachment 3

ORD02

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



- *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 additional works to be completed before the issue of subdivision certificates.

Attachment 3

**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:

ORD02

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	24 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.
3			Gregory Hills VPA Amendment to include additional open space shown on VPA Plan 3 and to amend Schedule 3 to include the additional open space land dedication and embellishment works. Schedule 3 is also amended for TL5 to correct the area of land to be dedicated and embellished.

Gregory Hills VPA - Origin and Amendments

Adopted: 1Insert Date
 Date in Effect: Insert Date

2

Attachment 3

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

Dart West Gregory Hills Planning Agreement

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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.

ORD02

Attachment 3

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.

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.

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,
 - (v) St George Bank Limited,
 - (vi) 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.

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.

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.

- 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.

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:

- 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,

- 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.

- 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

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,

- 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

- 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

- 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

- 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 4544 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

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

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.

- 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;

- 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

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,

- 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 to 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.

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,

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.

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.

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

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.

ORD02

Attachment 3

Schedule 1

(Clause 1.1)

Plan Package

Plan Package on following pages.

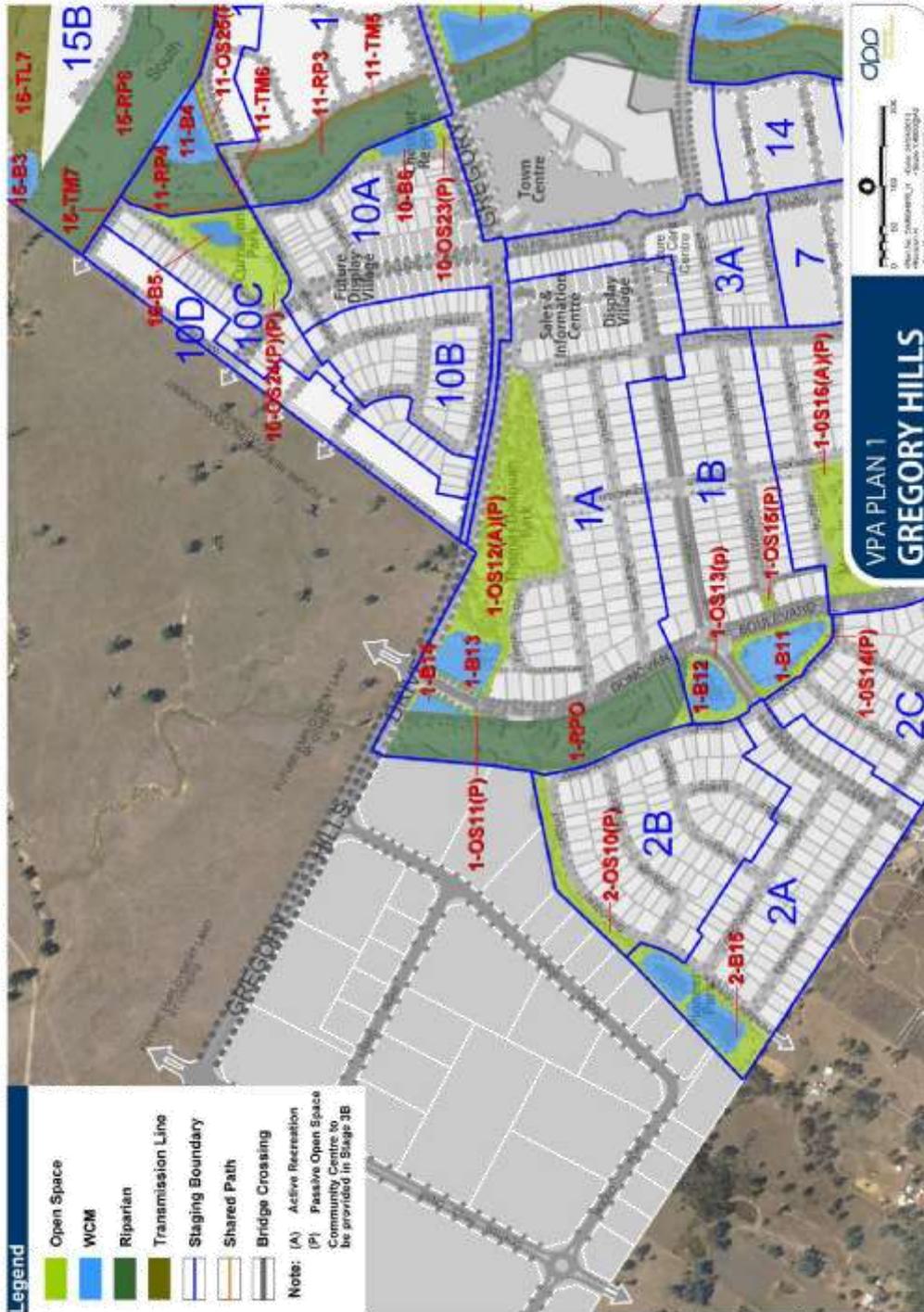
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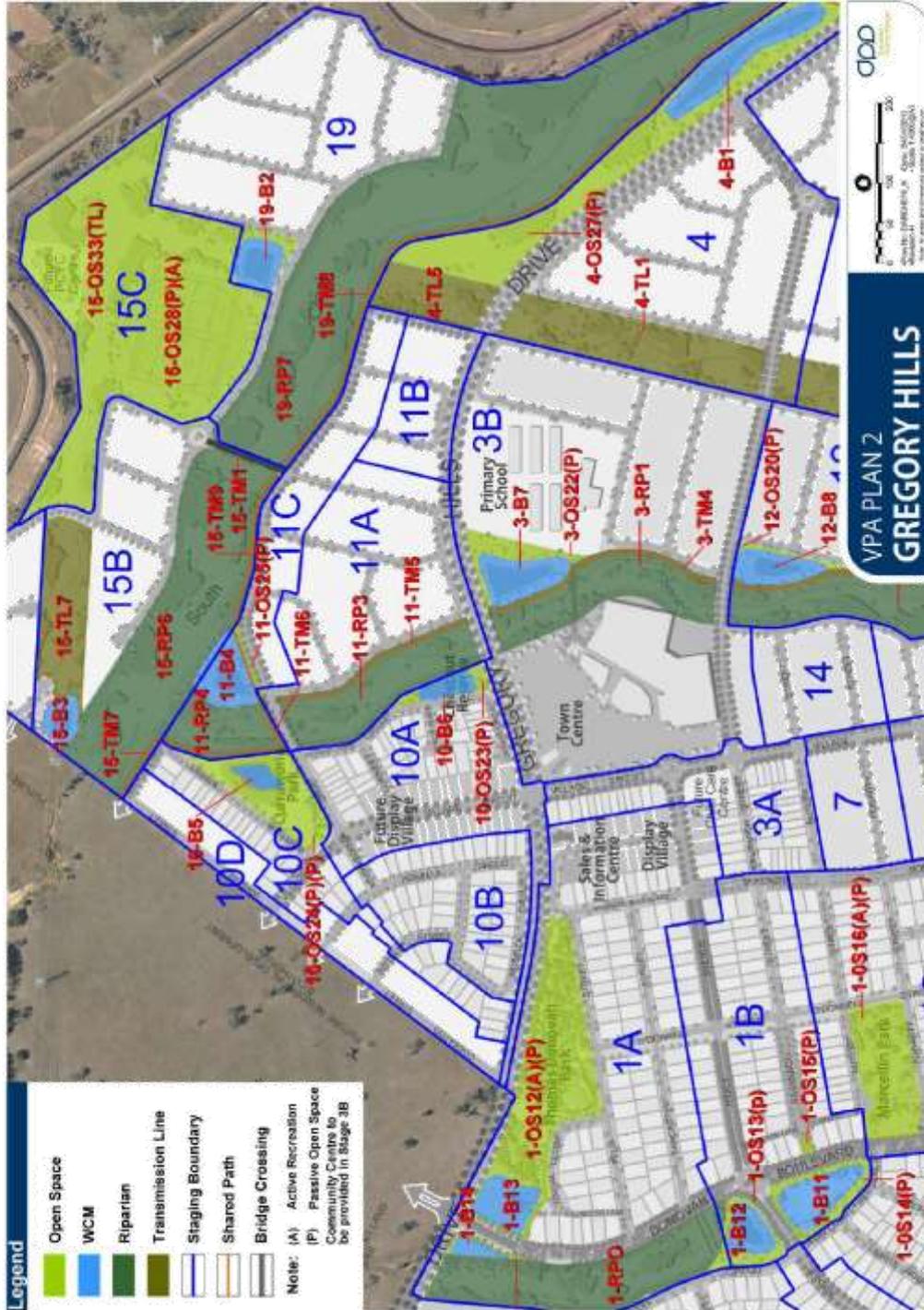
Attachment 3





ORD02

Attachment 3





ORD02

Attachment 3

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.

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 5048 inclusive and Item 91-93 relate to the carrying out of Work. Items 5150 to 9088 inclusive and Item 9391 relate to the dedication of land, Items 9189 and 90-92 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	\$13,724.05

ORD02

Attachment 3

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.	in the 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	Passive open space	335m ² of embellished	Prior to the issue of the	\$7,624.47

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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	(OSR4.3) OS 16 (OSR3.2)	and recreation Active open space and recreation	passive open space. 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.	Subdivision Certificate that creates the first Final Lot in the Relevant Stage. Prior to the issue of the Subdivision Certificate that creates the first Final Lot in the Relevant Stage.	\$227,591.66
8	1	OS 16 (OSR4.3)	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.	\$171,607.54
9	1	RPO	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.	\$367,500.00
10	2	OS 10 (OSR4.2)	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.	\$877,502.39

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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'.	\$1,941,127.91

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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>or such other date agreed to by Council under Clause 11.</p> <p>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 Education and Communities</p> <p>Prior to the earlier of the following: (a) the issue of the Subdivision Certificate that creates the 1801st 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'.</p>	\$93,135.18

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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.	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 Education and Communities	\$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. 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

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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
16	4	OS27 (OSR4.2)	Passive open space and recreation	19,030m ² of passive open space.	11. 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 transmission line easement	Embellishment of approximately 20,000m ² of transmission line easement land generally in the location identified as TL1 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.	\$143,490.35
18	4	TL5	Open space corridor and transmission line easement	Embellishment of approximately 8,42017,000m ² of transmission line easement land generally in the	Prior to the issue of the Subdivision Certificate that creates the first Final Lot in the Relevant Stage, or such other date agreed to	\$121,966,7960. <u>409.44</u>

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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
19	5	TL2	Open space corridor and transmission line easement	location identified as TL5 on the Plan Package provided in Schedule 1, including cycle/pedestrian/access path. Embellishment of approximately 19,200m ² of transmission line easement land generally in the location identified as TL2 on the Plan Package provided in Schedule 1, including cycle/pedestrian/access path.	by Council under clause 11. 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
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

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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
	6&7	-		path.		
21	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 such other date agreed to by Council under clause 11.	\$26,219.08
	10B	-				

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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
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 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	\$70,050.22

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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.	11. 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	11B 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	Prior to the issue of the Subdivision Certificate that creates the first Final Lot in the Relevant Stage, or such other date agreed to	\$72,682.83

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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

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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
32	12	RP5	Riparian corridor protection & enhancement	Embellishment of approximately 20,000m ² of riparian land generally in the location identified as RP5 on the Plan Package provided in Schedule 1.	11. 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.	\$300,000.00
<u>33</u>	<u>12</u>	<u>OS CANAL (OSR4.2)</u>	<u>Passive open space and recreation</u>	<u>2,055m² of embellished passive open space.</u>	<u>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.</u>	<u>\$168,372.31</u>
<u>34</u> 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

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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
3435	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
3536	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
3637	13	RP2	Riparian corridor protection & enhancement	Embellishment of approximately 6,000m ² of riparian land generally in the location identified as RP2 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.	\$90,000.00

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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
<u>3738</u>	13	TL4	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.	\$35,872.59
<u>3839</u>	13	TL6	Open space corridor and transmission line easement	Embellishment of approximately 15,000m ² of transmission line easement land generally in the location identified as TL6 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	-				
<u>3940</u>	15B	TM1	Transport management	A two lane bridge crossing of South Creek in the northern part of the Land,	Prior to the issue of the Subdivision Certificate that creates the first Final Lot	\$1,408,173.31

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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
4041	15B	TM7	Transport management	meeting the specifications provided in the CP. 2.5m wide shared path for an approximately length of 410m consistent with identifier TM7 on the Plan Package provided in Schedule 1.	in the Relevant Stage, or such other date agreed to by Council under clause 11.	\$21,747.61
4142	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
4243	15B	RP6	Riparian corridor protection & enhancement	Embellishment of approximately 43,500m ² riparian land generally in the location identified as	Prior to the issue of the Subdivision Certificate that creates the first Final Lot in the Relevant Stage, or	\$652,500.00

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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
4344	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
4445	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
4546	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	\$943,704.25

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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
4647	15C	OS 33	Passive open space	41,000m ² of embellished passive open space.	Lot in the Development, or such other date agreed to by Council under clause 11.	\$759,000.00
	16	-				
4748	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

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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	-				
4849	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 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.	\$254,676.05
4950	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						
5150	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	\$64,219.50

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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
<u>5251</u>	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 provided.	otherwise in accordance with this Agreement, or at such other date as agreed to by Council.	\$285,000.00
<u>5352</u>	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
<u>5354</u>	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	\$73,270.00

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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
5455	1	OS 14 (OSR4.3)	Passive open space and recreation	Dedication of 2,633m ² of embellished passive open space.	with this Agreement, or at such other date as agreed to by Council	\$250,135.00
5556	1	OS 15 (OSR4.3)	Passive open space and recreation	Dedication of 335m 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	\$31,825.00
5657	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,	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

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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
5758	1	OS 16 (OSR4.3)	Passive open space and recreation	meeting the specifications provided in the CP. Dedication of 7,540m ² of embellished passive open space.	such other date as agreed to by Council 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
5859	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
5960	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	-				

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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
6061	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
6162	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
6263	3B	RP1	Riparian corridor protection & enhancement	Dedication of approximately 18,000m ² of embellished riparian land generally in the location identified as RP1 on the Plan Package provided in Schedule 1.	On the expiration of the Maintenance Period for Item 15.	Nil

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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
6364	4	OS 27 (OSR4.2)	Passive open space and recreation	Dedication of 19,030m ² of passive open space.	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	\$1,807,850.00
6465	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 the expiration of the Maintenance Period for Item 17.	Nil
6566	4	TL5	Open space corridor and transmission line easement	Dedication of approximately 8,420 ^{47,000} m ² of embellished transmission line easement land generally in the location identified as TL5 on the	On the expiration of the Maintenance Period for Item 18.	Nil

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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
6667	5	TL2	Open space corridor and transmission line easement	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
6768	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

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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
	6&7	-				
<u>6869</u>	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	-				
<u>6970</u>	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					

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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
7071	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
7172	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
7273	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

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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
	11B	-				
<u>7374</u>	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
<u>7475</u>	11C	RP4	Riparian corridor protection & enhancement	Dedication of 10,000m ² of embellished riparian land generally in the location identified as RP4 on the Plan Package provided in Schedule 1.	On the expiration of the Maintenance Period for Item 29.	Nil
<u>7576</u>	12	OS 20 (OSR4.3)	Passive open space and recreation	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	\$54,720.00

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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
<u>7677</u>	12	RP5	Riparian corridor protection & enhancement	Dedication of approximately 20,000m ² of embellished riparian land in the location identified as RP5 on the Plan Package provided in Schedule 1.	Council On the expiration of the Maintenance Period for Item 32.	Nil
<u>78</u>	<u>12</u>	<u>OS CANAL</u>	<u>Passive open space and recreation</u>	<u>Dedication of approximately 2,055m² of embellished passive open space.</u>	<u>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</u>	<u>\$195,225.00</u>
<u>7779</u>	13	OS 18 (OSR4.3)	Passive open space and recreation	Dedication of 680m ² of embellished passive open space.	On completion, within the meaning of this Agreement, of Item <u>3433</u> , and otherwise in accordance with this Agreement, or at such other date as agreed to by	\$64,600.00

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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
7880	13	OS 19 (OSR4.3)	Passive open space and recreation	Dedication of 824m ² of embellished passive open space	Council On completion, within the meaning of this Agreement, of Item 3534 , and otherwise in accordance with this Agreement, or at such other date as agreed to by Council	\$78,280.00
7981	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 3736 .	Nil
8082	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	On the expiration of the Maintenance Period for Item 3837 .	Nil

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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
<u>8183</u>	13	TL6	Open space corridor and transmission line easement	cycle/pedestrian/access path. Dedication of approximately 15,000m ² of embellished transmission line easement land generally in the location identified as TL6 on the Plan Package provided in Schedule 1, including cycle/pedestrian/access path.	On the expiration of the Maintenance Period for Item <u>3938</u> .	Nil
	14 & 15A	-				
<u>8284</u>	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 <u>4342</u> .	Nil
<u>8385</u>	15B	TL7	Open space corridor and transmission line easement	Dedication of approximately 12,000m ² of embellished transmission line easement	On the expiration of the Maintenance Period for Item <u>4443</u> .	Nil

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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
<u>8684</u>	15C	OS 28 (OSR3.1)	Active open space and recreation	land generally in the location identified as TL7 on the Plan Package provided in Schedule 1, including cycle/pedestrian/access path.	On completion, within the meaning of this Agreement, of Item <u>4544</u> , and otherwise in accordance with this Agreement, or at such other date as agreed to by Council	\$2,565,000.00
<u>8587</u>	15C	OS 28 (OSR4.2)	Passive open space and recreation	Dedication of 11,518m ² of <u>embellished</u> passive open space.	On completion, within the meaning of this Agreement, of Item <u>4645</u> , and otherwise in accordance with this Agreement, or at such other date as agreed to by Council	\$1,094,210.00

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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
8688	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 4746 , and otherwise in accordance with this Agreement, or at such other date as agreed to by Council	\$2,665,000.00
	16	-				
8789	17	TL9	Open space corridor and transmission line easement	Dedication of approximately 7,000m ² of embellished transmission line easement land generally in the location identified as TL9 on the Plan Package provided in Schedule 1, including cycle/pedestrian/access path.	On the expiration of the Maintenance Period for Item 4847 .	Nil
	18	-				
8890	19	RP7	Riparian corridor protection &	Dedication of approximately 57,000m ² of	On the expiration of the Maintenance Period for	Nil

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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
			enhancement	embellished riparian land generally in the location identified as RP7 on the Plan Package provided in Schedule 1.	Item <u>5049</u> .	
Monetary Contributions						
<u>8991</u>	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, 376 to 398 inclusive, 432, 443, 487 and 5049) from the amount that would otherwise be payable by the Developer in respect of the Development, under the CP.	Payment of an amount per lot prior to the issuing of the Subdivision Certificate for each Final Lot created after the 2001 st Final Lot The amount payable per lot will be determined by dividing the value of Item <u>89-91</u> (minus any early cash contributions towards Item <u>89-91</u> made by the Developer before the issuing of the Subdivision Certificate for the 2001 st Certificate for the 2001 st	\$10,499,155.35

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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
9092	N/A	N/A	Administration	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.	Final Lot) by the number '375'. 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 the 'N'th lot Balance is the amount of Item 90-92 that remains to be paid at the date of calculation (being the value of Item 90-92 minus any previous cash contributions towards Item	\$268,638.00

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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						
9493	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 which: <ul style="list-style-type: none"> achieves the flooding and watercycle management objectives and controls (as 	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 under clause 11. Land on which a water	\$12,670,966.97

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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
				<p>described in Appendix A of this Agreement) for each sub-catchment (as determined by the Council) on the Land;</p> <ul style="list-style-type: none"> ▪ 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. 	<p>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.</p>	

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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

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)

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Appendix A

(Schedule 3, Miscellaneous Works item 9394, 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.

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- (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,

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- 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				ENVIRONMENTAL FLOWS
	% reduction in pollutant loads				Stream erosion control ratio
	Gross Pollutants (>5mm)	Total suspended solids	Total phosphorus	Total nitrogen	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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Explanatory Note [1](#)

[Explanatory Note is on the following pages. 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.](#)

DRAFT

ORD02

All communications to be addressed to:

Headquarters
15 Carter Street
Lidcombe NSW 2141

Headquarters
Locked Bag 17
Granville NSW 2142

Telephone: 1300 NSW RFS
e-mail: csc@rfs.nsw.gov.au

Facsimile: 8741 5433



The General Manager
Camden Council
PO Box 183
CAMDEN NSW 2570

Your Ref: SC613
Our Ref: LEP/0021
DA14090993721 PE

ATTENTION: Michael Warrell

19 September 2014

Dear Sir/Madam

Planning Instrument for Camden LEP 2010 (amendment No.33) Canal Lands At Gregory Hills

I refer to your letter dated 4 September 2014 seeking advice for the above Planning Instrument in accordance with the 'Environmental Planning and Assessment Act 1979'.

The Service has reviewed the plans and documents received for the proposal and subsequently raise no concerns or issues in relation to bush fire.

For any queries regarding this correspondence please contact Peter Eccleston on 1300 NSW RFS.

Yours sincerely

Iona Cameron
A/Team Leader Development Assessment and Planning

The RFS has made getting information easier. For general information on 'Planning for Bush Fire Protection, 2006', visit the RFS web page at www.rfs.nsw.gov.au and search under 'Planning for Bush Fire Protection, 2006'.

Attachment 4

School canteen inspection fees and charges

Memorandum to: Principals
DN/10/00108

All food businesses in NSW, including school canteens, must comply with the Food Act 2003, Food Regulation 2004 and the Food Standards Code. Local municipal councils have the responsibility for inspections of food outlets (including school canteens) to ensure they comply with national and state food safety legislation. Councils have the power to recover the costs of providing their food regulation function through charging annual administration and inspection fees.

The Food Regulation Forum, which has been established under the NSW Food Act and advises on food regulation issues, has sent a communiqué to councils with an accompanying email that

- reminds councils they should not charge an annual administration fee to canteens whose sole purpose is for raising funds for a community group
- encourages councils to waive or reduce the school canteen inspection fee under the Local Government Act.

Parents and Citizens' Association, and school run canteens can therefore seek fee waivers and reductions from their local council, based on their not for profit nature.

Principals and school canteen managers should note this advice when approached by local councils in regard to annual administration and canteen inspection fees.

More information about council food business inspections can be found on the [school canteens intranet page](https://detwww.det.nsw.edu.au/lists/directoratesaz/stuwelfare/stuwellbeing/schoolcanteen/index.htm).
(<https://detwww.det.nsw.edu.au/lists/directoratesaz/stuwelfare/stuwellbeing/schoolcanteen/index.htm>)

Deonne Smith
General Manager, Access and Equity

ORD08

Attachment 1



OUTDOOR DINING POLICY

0.00

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1. Title

1.1. Outdoor Dining Policy

2. Definition

2.1. For the purposes of this policy, an **Outdoor Dining Area** is an outdoor place on Council controlled footpaths, the principal purpose of which is to provide food or beverage for public consumption in association with an adjacent approved food business.

3. Objectives of Policy

3.1. The objectives of the policy are:

- 3.1.1. To facilitate outdoor dining on Council controlled footpaths and foster improvement in the street vitality, amenity and economic viability of Camden's business zones.
- 3.1.2. To permit use of public space for private gain where the use is shown to be in the public interest.
- 3.1.3. To provide clear guidelines for applicants, staff, Council and the community with respect to Council's expectations in relation to outdoor dining.
- 3.1.4. To set a high standard for accessibility and public safety for all including people with disabilities within and around outdoor dining activities.
- 3.1.5. To ensure that adequate, sheltered and safe space is maintained for pedestrian access and circulation.
- 3.1.6. To ensure that outdoor dining areas are maintained in a clean, healthy and tidy manner and remain attractive elements of the civic space.

4. Approval Requirements

- 4.1. Council approval must be obtained for an outdoor dining area.
- 4.2. This policy applies to all outdoor dining applications on land which is controlled by Council under the *Roads Act 1993* (roads and footpaths) within the Camden Local Government Area.
- 4.3. The *Food Act 2003* also applies in relation to the operation of outdoor dining areas as food premises. The *Liquor Act 2007* applies if there is a proposal for the service of alcohol. Provision of other legislation, including the *Local Government Act 1993*, *Companion Animals Act 1998*, *Smoke Free Environment Act 2000*, *Work Health and Safety Act 2011*, *Impounding Act 1993* and National Construction Code Series (Building Code of Australia) are also relevant.
- 4.4. Outdoor dining areas should comply with the guidelines contained in this Policy. Council, however, will assess applications for alternative arrangements where the applicant can demonstrate that, on the merits of the individual case, the alternative arrangement will better achieve the objectives of this Policy.
- 4.5. In assessing these applications, Council will take into account:

- 4.5.1. Pedestrian circulation, continuous accessible path of travel (including for people with a mobility or visual impairment) and vehicular circulation;
- 4.5.2. The existing civic character, heritage, street qualities and function;
- 4.5.3. Available area for outdoor dining, including width of footpath and public spaces;
- 4.5.4. Proximity to associated approved food business and access points to nearby businesses;
- 4.5.5. Siting and design of any existing outdoor dining in the locality;
- 4.5.6. The interests and concerns of groups already using the street; and
- 4.5.7. Proximity to residential areas.

4.6 Making an Application

- 4.6.1 Applicants for an outdoor dining area must submit an Outdoor Dining Application Form, which is available from Council's Customer Service Centre and Council's website www.camden.nsw.gov.au.
- 4.6.2 Prior to lodging an application, applicants are advised to contact Council to ensure that necessary plans, details, fees and insurance certificates are satisfactory for submission to Council.

4.7 Permanent Structures

- 4.7.1 The erection of permanent structures and awnings in outdoor dining areas will not be approved unless in the context of an integrated streetscape design prepared by Council.

4.8 Roads and Maritime Services (RMS) Requirements

- 4.8.1 Applications for an outdoor dining area on a classified road or adjacent to traffic control signals will require concurrence/approval from the RMS.

4.9 Liquor Licence

- 4.9.1 A Liquor Licence needs to be obtained prior to the consumption of alcohol within an outdoor dining area from the Office of Liquor, Gaming and Racing. Any application for a Liquor Licence is also subject to any applicable Alcohol Free Zones within the Camden Local Government Area.

5. Location and Site Guidelines

5.1 Associated Premises

- 5.1.1 An outdoor dining area application will only be considered where:
 - a) It is associated with an adjacent approved food business; and
 - b) The applicant is the owner or proprietor of that food business.
- 5.1.2 Hours of operation for the outdoor dining area shall be in accordance with the hours of operation for the adjacent associated food premises.

5.2 Site Requirements

5.2.1 An outdoor dining area is only appropriate where:

- a) The public space is wide enough to accommodate the outdoor dining area while still maintaining a clear pathway for all pedestrians including those using mobility aids;
- b) The ground surface of the outdoor dining area is suitably constructed, sealed and sufficiently level to accommodate the outdoor dining furniture; and
- c) The area may be used safely by and without inconvenience to pedestrians, diners or vehicular traffic.

5.3 Neighbourhood Amenity

5.3.1 The location and operation of outdoor dining areas must take into consideration the amenity of neighbours and other users of the public space.

5.3.2 The use of the area shall not give rise to any nuisance to adjoining properties or offensive noise as defined in the *Protection of the Environment Operations Act 1997*. Amplified music is not allowed to be played within the outdoor dining area.

5.3.3 No entertainment shall be permitted within the outdoor dining area without the consent of Camden Council.

6. Placement Guidelines

6.1 Delineation of Outdoor Dining Areas

6.1.1 An outdoor dining area is to be clearly marked and operated within the approved area (as determined by Council).

6.1.2 The boundary markers of the outdoor dining area shall be installed and maintained by Council after approval is granted.

6.1.3 The markers that identify the boundary of the outdoor dining area must not be removed or their position altered without Council's prior written approval.

6.1.4 An outdoor dining area may be permitted to extend outside adjoining premises provided the written consent of the owner and tenant/proprietor is obtained and approval is gained from Council.

6.1.5 The person who has been granted approval must discontinue using the extension of an outdoor dining area (at their own cost) and remove all furniture and other improvements if the owner or the tenant/proprietor of the adjoining premises withdraws consent to the extension for any reason.

6.1.6 Outdoor dining areas must be visible from the adjacent approved food business.

6.2 Access and Enclosure Requirements

6.2.1 An outdoor dining area should:

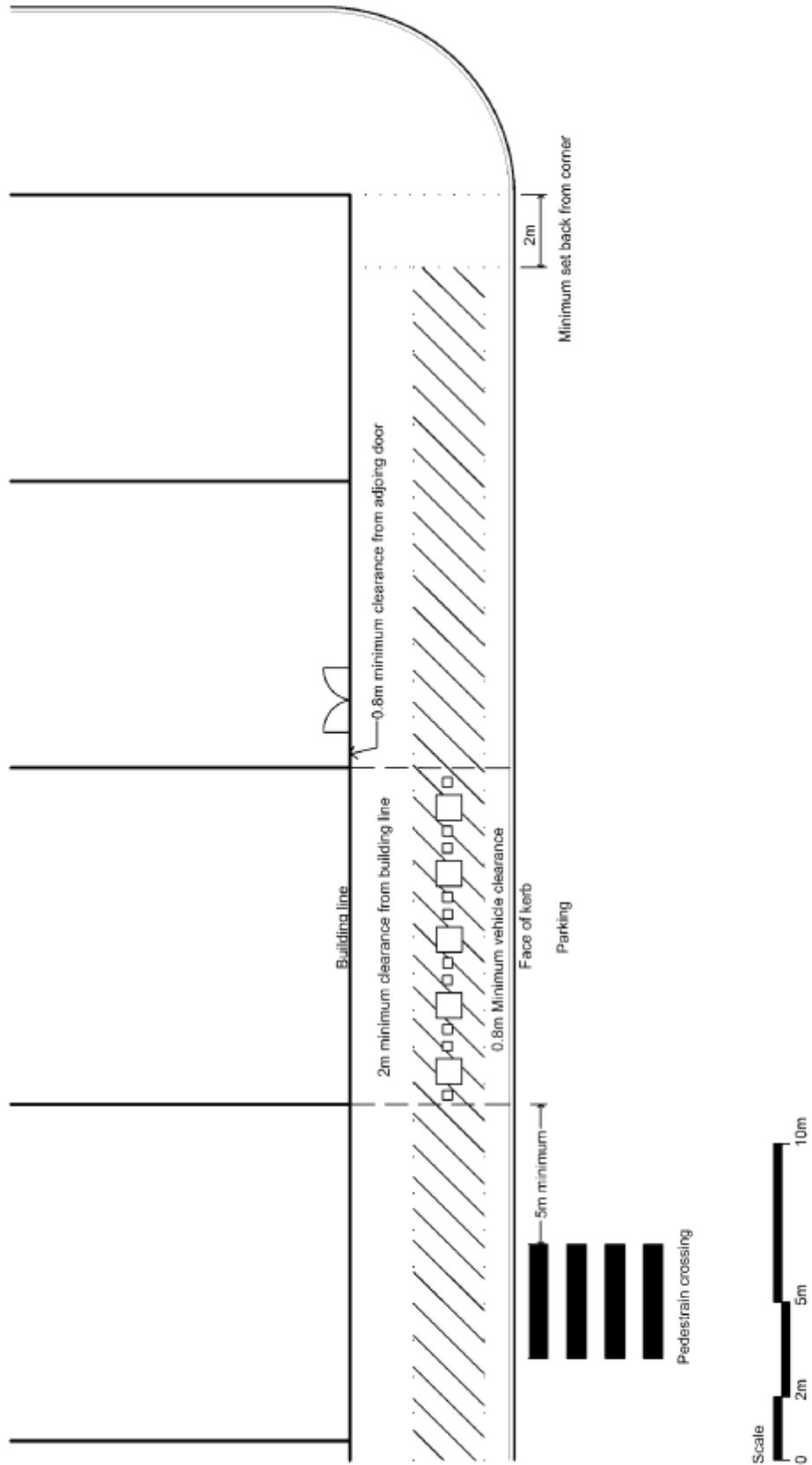
- a) provide an unobstructed pedestrian path of travel of at least 2 metres wide, generally adjacent to the building alignment, along the footway to ensure a continuous path of travel for those using the footpath;

- b) generally be located adjacent to the road kerb, to allow for continuous easy movement of pedestrians along the footpath, browsing in shop windows, entry into shops and ease of movement for people with vision impairment or other disabilities;
- c) in general, maintain a minimum clear width of one (1) metre, exclusive of any obstruction or street fixtures (e.g. bench, bollard, barrier, tree, rubbish bin, pole, etc.) to provide access for pedestrians and persons using a mobility aid. In special circumstances (e.g. high volume pedestrian or traffic areas, such as near busy intersections) greater widths may be required;
- d) at street intersections provide a setback of at least two (2) metres from the building corner, exclusive of any obstruction or street fixture (e.g. bench, tree, rubbish bin, pole etc.).
- e) where vehicles are permitted to park against the kerb, be at least 0.8 metres from the kerb edge for safety considerations and to enable passengers to alight from and access parked vehicles;
- f) there must be a minimum 0.8 setback from any adjoining premises door opening;
- g) no furniture, at any time may be placed outside the outdoor dining area (including while seats are being used);
- h) the layout and space of tables and chairs must provide access and comply with safety standards at all times;
- i) provide a lightweight barrier (temporary, metal framed fabric style or comparable) suitably enclosing the approved outdoor dining area. Such barrier shall be a minimum of 0.6 metres and a maximum of 1.2 metres high and complementary in colour to the outdoor furniture and the surrounding area. The boundary furniture should have no sharp edges and any protruding feet must be contained wholly within the marked outdoor dining area. Safety rails and bollards etc. will be permitted where required for safety reasons.
- j) not impede access to public utilities such as fire hydrants, access holes, inspection chambers, telephone and electricity underground cables, water service pipes and the like;
- k) conform to the RMS's requirements where relevant;
- l) not be located adjacent to bus stops, taxi zones, designated disabled parking spaces, construction zones and the like;
- m) not be located within five (5) metres of any pedestrian crossing access point;
- n) not be located on both sides of the pedestrian access path unless the location has been purpose built to accommodate placement of furniture or there is sufficient footpath width; and
- o) all items must be kept clear of all required fire exits of the premises or of adjoining premises.

6.2.2 Outdoor dining areas may be approved against the shop front where due to pedestrian crossings/site problems they cannot be against the kerb and in otherwise favourable locations minor modifications of the nominated clearances may be appropriate subject to Council's approval.

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6.2.3 Planter boxes may not be included in an outdoor dining area without Council's prior written consent. The location of any planter boxes must be shown on all plans submitted to Council. Planter boxes may only be placed on the kerb side of the dining area and not between adjoining dining areas or between dining areas and pedestrian areas. In addition planter boxes must:

- a) not exceed 1.2 metres in length, 0.6 metres in width and 1.2 metres in height, including the plants;
- b) be located within the approved area at all times;
- c) not display any advertising;
- d) be planted and maintained to the satisfaction of council; and
- e) be removed from the outdoor dining area and stored outside trading hours

6.2.4 Where applicants propose the use of a form of enclosure for outdoor dining areas, such as roll-up blinds and the like, the enclosures are:

- a) to be removed from the outdoor dining area and stored outside trading hours;
- b) not to be permanently rolled down (in the case of blinds), i.e. can be rolled up and down for use only in inclement conditions;
- c) to be used around no more than two (2) sides of the outdoor dining area. In the case of a row of outdoor dining areas, should only be used on the perimeter of the entire row of outdoor dining areas so as not to work against the amenity of outdoor dining;
- d) not cause any obstruction to the minimum path clearance required for public access (including access for the disabled);
- e) not to encroach on the roadway or be able to be blown onto the kerb edge/roadway area or pedestrian area;
- f) not to be located near any heating devices so as to cause a potential fire hazard;
- g) to be securely fitted and installed to ensure that they withstand the effects of wind and further they be removed or closed in extremely windy conditions and must be removed when the outdoor seating is not in use;
- h) fixtures that penetrate or damage the pavement on Council's footpaths will not be permitted;
- i) not undermine the strength of the structure on which they are to be fitted; and
- j) not to be used for the display of advertising.

6.3 Consumption of Alcohol

6.3.1. The use of an outdoor dining area for the consumption of alcohol will be assessed on a case by case basis. The applicant will need to apply for the relevant liquor licence from the Office of Liquor, Gaming and Racing.

6.3.2 The consumption of alcohol will not be permitted within an area identified as an alcohol free zone under the provisions of the *Local Government Act 1993*.

6.3.3 If approved, alcohol shall not be served without a meal service.

6.4 Smoking

6.4.1 The *Smoke Free Environment Act 2000* bans smoking in commercial outdoor dining areas from 6 July 2015 being

- a) a seated dining area; or

- b) within 4 metres of a seated dining area on premises that are licensed premises under the *Liquor Act 2007* or the premises of a restaurant as defined in that Act.

6.4.2 A "seated dining area" is:

- an area which seating is provided and in which food that has been purchased and served on plates or packaged for immediate consumption is consumed. The seating must have been provided by the occupier of the premises where the food is purchased or by the operator of the business from which the food is purchased;
- an area is only a seated dining area when food is being consumed there or is available to be purchased and consumed there;
- an area is not a seated dining area if the area is designated as not being for the consumption of food by the display within the area of signs complying with the Regulations;
- the occupier of an area designated as not being for the consumption of food must take reasonable steps to ensure that the consumption of food does not occur in the area.

7. Furniture Guidelines

7.1 Outdoor Furniture

- 7.1.1 Outdoor furniture must be safe, comfortable, of sturdy construction, hygienic and designed for outdoor use. Surface tops should be non-reflective and be of a design which inhibits the collection of food particles.
- 7.1.2 The design and colour should make a positive contribution to the street environment and complement the surrounding streetscape.
- 7.1.3 A single style and colour scheme must be selected for tables, chairs, umbrellas and edge furniture to provide consistency and identity.
- 7.1.4 Outdoor furniture, including but not limited to tables, chairs, planter boxes and barriers must, at all times, be properly placed and confined within the outdoor dining area and shall not impact upon the safety of other users.
- 7.1.5 Items placed in the outdoor dining area must not cause damage to the existing footway or other public infrastructure. The outdoor dining operator is responsible for any damage caused to third parties.
- 7.1.6 It is the responsibility of the food business operator and employees to ensure that patrons do not move furniture from within the boundaries of the outdoor dining area.
- 7.1.7 No outdoor furniture is to be permanently fastened to the footway.
- 7.1.8 All items must be removed from the outdoor dining area upon completion of trading each day and stored within the adjacent approved food business.
- 7.1.9 Outdoor dining areas on footways and public spaces to which vehicular traffic has access must be protected by approved barriers.
- 7.1.10 No outdoor furniture or other items, other than that approved by Council, is permitted within the outdoor dining area.

7.2 Umbrellas and Shade Structures

- 7.2.1 Umbrellas and shade structures must be anchored to ensure that they are secured to withstand the effects of wind. Fixtures that penetrate or damage Council's pavement will not be permitted.
- 7.2.2 The device used to anchor the umbrella must not present a trip hazard.
- 7.2.3 Umbrellas must not encroach on, or interfere with pedestrian or vehicular movement.
- 7.2.4 Umbrellas and shade structures must be at least 2.2 metres above the ground level at the lowest point and be contained wholly within the outdoor dining area.
- 7.2.5 Umbrellas and shade structures must be manufactured from fire retardant material if adjacent to a heating device.
- 7.2.6 Umbrellas must be removed or closed in extremely windy conditions and must be removed when the outdoor seating area is not in use.
- 7.2.7 Umbrellas must be maintained in sound and aesthetically acceptable condition to the Council's satisfaction.
- 7.2.8 Umbrellas and shade structures must not contain general advertising but may include business premises identification and advertising associated with the adjacent approved food premises (e.g. coffee brand).

7.3 Heating Devices

- 7.3.1 Free standing heaters located within outdoor dining areas must comply with Australian Standard AS 1596 (Storage and Handling) and must be certified by the Australian Gas Association.
- 7.3.2 Heating devices must be contained wholly within the outdoor dining area.
- 7.3.3 Heating devices must be positioned and secured to ensure that they will not cause any injury. Outdoor dining operators are responsible for any damage caused.
- 7.3.4 Access to the gas mains and use of electrical extension cords are not permitted.

7.4 Advertising and Signage

- 7.4.1 The name of the associated food business or logo may be placed on outdoor umbrellas only and no other items of furniture (unless the written consent of Council has been obtained) and only if it:
 - a) Identifies the café or advertises products which are a core part of the food business and are supplied by the business to the public;
 - b) Involves only one product or business name being advertised;
 - c) Is in the nature of a corporate logo or identification; and
 - d) Is of a minor and integral element of the furniture design and does not have an excessive impact on the outdoor dining area or the streetscape.

7.5 Animals

- 7.5.1 Animals are permitted within the outdoor dining area under the *Companion Animals Act 1998*. All requirements of the *Companion Animals Act 1998* must be met including:
 - a) The dog must be under effective control by way of chain, cord or leash;

- b) The person does not feed the dog or permit the dog to be fed; and
 - c) The dog is kept on the ground.
- 7.5.2 The operator of the premises reserves the right to refuse animals within the approved area.

8. Management issues

8.1 Approval Conditions

- 8.1.1 Council will charge a fee for the use of the footpath as an outdoor dining area. Application fees and annual rental fees are as set out in Council's Fees and Charges Schedule.
- 8.1.2 It is the responsibility of the outdoor dining operator to meet all the conditions of approval.
- 8.1.3 All requirements of the food safety standards adopted under NSW legislation are to be fully met.
- 8.1.4 The outdoor dining operator shall take all reasonable precautions to ensure the good conduct of employees and patrons of the outdoor dining area.
- 8.1.5 An approval may be granted for a period up to 7 years and shall conclude at the end of the approval period.
- 8.1.6 Expiration of the approval will require lodgement of a new application.
- 8.1.7 Council will not be responsible for any costs, expenses or losses if public infrastructure needs to be accessed.
- 8.1.8 Council may revoke an approval or amend the approved area due to footway layout being altered (e.g. road works or streetscaping works).
- 8.1.9 An approval lapses if the adjacent approved food business ceases to trade.
- 8.1.10 Approvals are transferable, provided Council is notified and proof of an acceptable current Public Liability Risk Insurance Certificate for the new proprietor is submitted to Council.
- 8.1.11 Despite any provisions of this Policy, Council may amend any approval to meet legislative requirements or altered circumstances at specific sites at any time.

8.2 Insurance Requirements

- 8.2.1 The applicant/operator for an outdoor dining approval is to indemnify Council against any action taken against it by persons suffering any loss or injury as a result of the existence or operation of the outdoor dining area.
- 8.2.2 Public risk insurance must be taken out and maintained by the approval holder of the food business to the minimum value of \$20 million or any other amount as Council may stipulate from time to time (for each accident or event) with Council noted on such policy as an interested party.
- 8.2.3 The approval holder is required to lodge a copy of the policy with Council prior to the placement of furniture within the approved outdoor dining area.
- 8.2.4 A Certificate of Currency is required to be furnished annually or on renewal of the insurance and with each outdoor dining renewal application.

8.3 Cleanliness and Maintenance

- 8.3.1 The outdoor dining area, furniture, facilities and the pavement must be maintained in a clean and tidy condition at all times, free from food scraps, refuse and disfigurement etc.
- 8.3.2 Food must not be cooked or prepared in the outdoor dining area.
- 8.3.3 No equipment ancillary to food service eg cutlery, condiments etc are to be stored within the outdoor dining area.
- 8.3.4 The approval holder must also maintain the adjacent areas and keep them free of any waste generated by the activity within the approved area.
- 8.3.5 The approval holder must have suitable arrangements for a commercial waste collection service for waste to be disposed of (not to street bins).
- 8.3.6 The approval holder is to bear the cost of all pavement repairs which have been caused by the outdoor dining activities. Such damage will be repaired by Council at the approval holder's cost.

8.4 Toilet Facilities

- 8.4.1 Inclusion of outdoor seating increases the number of seats to a cafe or restaurant and as such may require an increase in the provision of toilet facilities. Approval holders must ensure that toilet facilities are made available to patrons (inside and outside) in accordance with the requirements of the National Construction Code Series (Building Code of Australia).

8.5 Non-compliance

- 8.5.1 The use of an outdoor dining area will be reviewed if the use is not in accordance with the approval conditions.
- 8.5.2 The use of an outdoor dining area without approval or not in accordance with an approval is an offence and may result in the issue of a warning notice or other enforcement action.
- 8.5.3 Authorised officers may provide a direction/order either verbally or in writing. Where possible, verbal notices will be followed up by a written notice.
- 8.5.4 The business owner, operator and persons employed by the business owner or operator must comply with any direction/order given by a Council authorised officer with respect to the outdoor dining area.
- 8.5.5 Authorised officers of Council are empowered to issue a direction/order (verbally or in writing), revoke an approval, and remove furniture from an outdoor dining area in the case of a threat to health and safety or where the approval holder does not cease to use the site or does not remove the furniture and restore the site when requested (at the approval holder's expense).
- 8.5.6 An approval may be revoked by Council at any time for failure to comply with a direction/order given by an authorised officer of Council or for a failure to comply with any condition of approval or Policy.
- 8.5.7 Pedestrian movement patterns will be continuously monitored and may lead to a variation or revocation of an approval at any time should authorised officers consider it to be in the public interest to do so. In these circumstances, reasonable notice should be given to the approval holder and a reasonable period of time will

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be provided before the notice becomes effective. Generally, a reasonable period of notice will be 5 working days. This period of notice may however be shortened if the particular circumstances warrant the urgency. The provision of notice will not apply where in the opinion of the authorised officer, there is an imminent threat to the health and safety of the community.

- 8.5.8 If in the opinion of an authorised officer, there is an imminent threat to the health and safety of the community (eg. pedestrian and vehicular traffic hazards, wind blown items etc), the business owner, operator or employee must take immediate action to any direction/order issued by an authorised officer of Council. Should the business owner, operator or employee fail to take immediate action, an authorised officer may remove all furniture and take all necessary action required to eliminate the health and safety threat in respect of the outdoor dining area at the approval holder's expense.
- 8.5.9 Any approval issued under this Policy is subject to any relevant legislative requirements including but not limited to the *Food Act 2003*, *Liquor Act 2007*, *Local Government Act 1993*, *Companion Animals Act 1998*, *Smoke Free Environment Act 2000*, *Work Health and Safety Act 2011*, *Impounding Act 1993* and National Construction Code Series (Building Code of Australia).

RELEVANT LEGISLATION:

Roads Act 1993
Environmental Planning and Assessment Act 1979
Local Government Act 1993
Food Act 2003
Liquor Act 2007
Companion Animals Act 1998
Work Health & Safety Act 2011
Smoke Free Environment Act 2000
Impounding Act 1993
National Construction Code Series (Building Code of Australia)

RELATED POLICIES AND PROCEDURES:

RELEVANT CAMDEN 2040 KEY DIRECTION AND OBJECTIVE:

Strong Local Leadership; 6.2 It is well governed.

RESPONSIBLE OFFICER:

Director Customer and Corporate Services

APPROVALS

ELG, Council

NEXT REVIEW DATE:

Month and Year

RECORD KEEPING NOTES:

CONFIDENTIALITY/PRIVACY REQUIREMENTS: Available to the Public

DRAFT STANDARD CONDITIONS

Example of standard conditions attached to outdoor dining approvals under the Roads Act 1993.

CONDITIONS OF APPROVAL

Approval to use Footway for Outdoor Dining

Section 125 Roads Act 1993

That pursuant to section 125 of the *Roads Act 1993* approval be granted to **(INSERT NAME)**, proprietor of **(INSERT NAME OF FOOD PREMISES)** to use **(INSERT AREA)** m² in front of **(INSERT STREET NAME, SUBURB)** for outdoor dining for a period of **(INSERT TERM)** years, commencing on **(INSERT DATE)**, subject to the following conditions of approval and the provisions of Council's Outdoor Dining Policy.

1. Term

- 1.1 The approval is granted to **(INSERT NAME)** trading as **(INSERT BUSINESS NAME)** "the approval holder" for a term of **(INSERT FROM 1 TO 7)** years commencing on the **(INSERT DATE)** and ceasing on the **(INSERT DATE)** unless: -
- (a) Council cancels or suspend the approval; or
 - (b) The approval holder cancels it; or
 - (c) The approval holder ceases to operate the adjacent food business; or
 - (d) The approval holder becomes bankrupt or dies.

2. Payments

- 2.1 The rental payable for the period from **(INSERT DATE)** shall be **\$(INSERT PER ANNUM AMOUNT)** (GST inclusive) per annum payable in advance to the Council or as it may direct for the first year, with ongoing fees reviewed as per Council's annual fees and charges.

3. Approval

- 3.1 This approval relates to the land delineated in Plan **(INSERT PLAN IDENTIFICATION NUMBER OR SIMILAR)**
- 3.2 The land or any part thereof shall not be used for any purpose other than as an outdoor dining area in accordance with these conditions.
- 3.3 On commencement of the term, the approved area is to be physically delineated by markers prescribed by Council. Any markers will be installed by Council in the footpath at the applicant's expense (included in the application fee).
- 3.4 Installation of or replacement of outdoor furniture must be in accordance with the provisions of Council's Outdoor Dining Policy.
- 3.5 The approval holder shall ensure that at no time do the tables or chairs encroach upon any part of the footpath that does not form part of the approved site area.

4. Right of Inspection

- 4.1 The Council through its authorised agents or officers may enter and view the state of repair of the land and such fixtures as may be installed thereon at any reasonable time.
- 4.2 Council authorised officers may issue a verbal notice to relocate any furniture that is not contained wholly within the approved outdoor dining area.

5. Display of Approval

- 5.1 A copy of the Outdoor Dining approval issued by Council must be available for inspection by Council at any time.

6. Renewal of Approval

- 6.1 The approval holder must give Council written notice of an intention to renew the approval three (3) months before the expiration of this approval.
- 6.2 If no notice of intention to renew is received by Council prior to the expiry date of the approval, the approval will be deemed to have lapsed and no longer valid.

7. Non-compliance

- 7.1 The use of an outdoor dining area will be reviewed if the use is not in accordance with the approval conditions.
- 7.2 The use of an outdoor dining area without approval or not in accordance with an approval is an offence and may result in the issue of a warning notice or other enforcement action.
- 7.3 Authorised officers may provide a direction/order either verbally or in writing. Where possible, verbal notices will be followed up by a written notice.
- 7.4 The business owner, operator and persons employed by the business owner or operator must comply with any direction/order given by a Council authorised officer with respect to the outdoor dining area.
- 7.5 Authorised officers of Council are empowered to issue a direction/order (verbally or in writing), revoke an approval, and remove furniture from an outdoor dining area in the case of a threat to health and safety or where the approval holder does not cease to use the site or does not remove the furniture and restore the site when requested (at the approval holder's expense).
- 7.6 An approval may be revoked by Council at any time for failure to comply with a direction/order given by an authorised officer of Council or for a failure to comply with any condition of approval or policy.
- 7.7 Pedestrian movement patterns will be continuously monitored and may lead to a variation or revocation of an approval at any time should authorised officers consider it to be in the public interest to do so. In these circumstances, reasonable notice should be given to the approval holder and a reasonable period of time will be provided before the notice becomes effective. Generally, a reasonable period of notice will be 5 working days. This period of notice may however be shortened if the particular circumstances warrant the urgency.

- 7.8 The provision of notice will not apply where in the opinion of the authorised officer, there is an imminent threat to the health and safety of the community.
- 7.9 If in the opinion of an authorised officer, there is an imminent threat to the health and safety of the community (eg. pedestrian and vehicular traffic hazards, wind blown items etc), the business owner, operator or employee must take immediate action to any direction/order issued by an authorised officer of Council.
- 7.10 Should the business owner, operator or employee fail to take immediate action, an authorised officer may remove all furniture and take all necessary action required to eliminate the health and safety threat in respect of the outdoor dining area at the approval holder's expense.
- 7.11 Any impounded items are subject to release and holding fees in accordance with Council's annual fees and charges.
- 8. Cancellation of the Approval**
- 8.1 Council may cancel this approval if any of the following occur:
- (a) the approval holder does not meet the requirements of this approval or the outdoor dining policy; or
 - (b) the approval holder gave Council information in the application for this approval that was untrue or incomplete or misleading; or
 - (c) an approval has been revoked by an authorised officer of Council;
 - (d) the approval holder receives notice of Council's decision that Council still requires compliance with any of the requirements in the warning notice, and the approval holder does not meet those requirements; or
 - (e) the approval holder hinders or prevents Council from carrying out any inspection or check; or
 - (f) the approval holder does not pay any of the fees on time.
 - (g) the approval holder fails to hold adequate insurance as required by Clause 11.
- 8.2 If Council decides to cancel this approval, Council will notify the approval holder.
- 8.3 When the approval holder receives a notice under 8.2, the approval holder must cease use of the site immediately, remove all furniture from the site, make good all damage done to the footpath by the reason of occupation of the footpath and restore the footpath to the condition it was in prior to commencement of the approval, including repaving the footpath or otherwise restoring the surface of the footpath to such condition.
- 8.4 If the approval holder does not cease to use the site or does not remove the furniture and restore the site when required, Council's authorised officers may remove it (at the approval holder's expense). Council may also take legal action against the approval holder.
- 8.5 Council is not liable to the approval holder for any compensation if the approval is suspended or cancelled.

9. Approval Holder's Right to End the Approval

- 9.1 The approval holder must notify Council in writing at least thirty (30) days before the approval holder wants to end the approval. The approval then ends after thirty (30) days, or on any later date requested by the approval holder.
- 9.2 When the approval ends, the approval holder must cease to use the site, remove all furniture from the site, make good all damage done to the footpath by reason of occupation of the footpath and restore the footpath to the condition it was in prior to commencement of the approval, including repaving the footpath or otherwise restoring the surface of the footpath to such condition.
- 9.3 If the approval holder does not cease to use the site or does not remove the furniture and restore the site, when the approval ends, Council's authorised officers may do so (at the approval holder's expense). Council may also take legal action against the approval holder.

10. Indemnity

- 10.1 The approval holder shall indemnify the Council against all or any claims in respect of the occupation or use of the land pursuant to the grant of approval.

11. Insurance

- 11.1 The approval holder shall effect and keep effected a public risk policy of insurance with an insurance company approved by the Council against any demand, claim or action in respect of injury, loss or damage to any person or property howsoever sustained arising out of the occupation or use of the land (by the approval holder and/or persons claiming under it) at any time during the term of the approval in such amount as the Council may from time to time require which amount shall not be less than **twenty million dollars**, noting Camden Council as an interested party.
- 11.2 A failure by the approval holder to keep the insurance policy and provide a certificate of currency annually will entitle Council to cancel this approval.
- 11.3 The approval holder must:-
- (a) give Council, not later than the commencement date and within 14 days before each anniversary of that date, evidence of maintenance of the policy; and
 - (b) not terminate a policy without giving Council at least 14 days previous notice; and
 - (c) give Council a copy of each notice given to the approval holder by the insurer.

12. Notices

- 12.1 Notices given under this approval:
- (a) must be in writing;
 - (b) must be delivered personally or by post to the approval holder's address stated in this approval; and
 - (c) are taken to have been received when delivered personally or 2 working days after the date of posting.

13. Resolving Disputes

13.1 Council will try to resolve any dispute by discussing it with the approval holder in the first instance.

14. Assignment of Approval

14.1 This approval is personal to the approval holder. Should the approval holder sell or assign its interests in the adjacent food business this approval may be assigned provided all fee and charge payments are up to date; Council is immediately notified of the purchaser/assignee; and proof of an acceptable current Public Liability Risk Insurance Certificate for the new proprietor is submitted to Council.

14.2 In the event that the conditions outlined in 14.1 are not immediately met the purchaser/assignee shall have no claim or guarantee that the part of the footpath the subject of the approval may be used for the purpose of outdoor dining. Any prospective purchase/assignee then will be required to make separate application to Council for approval to use the part of the footway the subject of the previous approval.

15. Miscellaneous

15.1 The approval holder must comply with any policy relating to outdoor dining as adopted by Council from time to time.

15.2 The approval holder shall maintain and renew from time to time all licences, permits and registrations required for the carrying on of the business of outdoor dining on the land and shall observe, perform and fulfil all the requirements of any statutes, regulations or by-laws in so far as they may apply to the land or to the business conducted thereon.

15.3 The approval holder will comply with the provisions of the *Roads Act 1993*, *Food Act 2003*, *Liquor Act 2007*, *Local Government Act 1993*, *Companion Animals Act 1998*, *Smoke Free Environment Act 2000*, *Work Health and Safety Act 2011*, *Impounding Act 1993* and National Construction Code Series (Building Code of Australia) or any regulations made thereunder and the approval holder shall indemnify and keep indemnified the Council against the failure on the part of the approval holder and/or persons under its control to comply with this condition.

15.4 This approval does not confer on the approval holder an exclusive right to possession of the land and the land may be used as a pedestrian access way by members of the public.

15.5 The *Retail Leases Act 1994* does not apply to an approval under this policy.



CAMDEN COUNCIL

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www.camden.nsw.gov.au ABN:31 117 341 764

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APPLICATION FOR OUTDOOR DINING APPROVAL

<p>This form:</p>	<p>Use this form to apply to use Footway for the following activity and associated structures:</p> <ul style="list-style-type: none"> Outdoor dining/footpath restaurant: the service of food and/or drinks to seated patrons in relation to a restaurant or café; where approval is required under the <i>Roads Act 1993</i>. <p>Food and drink need to be prepared in appropriately approved premises immediately adjacent to the footway to which this application relates. The associated premises must have an existing valid Development Consent or Complying Development Certificate (CDC) to operate as food premises, or confirmed as exempt development, and/or a licence under the <i>Liquor Act 2007</i> (if applicable) prior to an approval for use of public footway being granted.</p> <p>This form is an application only, not an approval.</p> <p>Application fees are payable on submission of this application.</p> <p>Rental fees are applicable and public liability insurance is required.</p>
<p>Lodgement:</p>	<p>Send the application to us by facsimile, mail, courier, email or deliver it in person.</p>
<p>Need help?</p>	<p>Phone Council's Governance Team on 02 4654 7777</p>
<p>PART 1: APPLICANT AND SITE DETAILS</p>	
<p>Your name, address Etc.</p>	<p>Title: Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Other</p> <p>Family Name (or Company)</p> <p>Given Names (or ACN)</p> <p>Trading as</p> <p>Postal Address</p> <p>.....</p> <p style="text-align: right;">Post Code</p> <p><i>We will reply to this address.</i></p> <p>Phone (...) Alternative Phone (...)</p> <p>Fax (...) Email</p>
<p>Location and description of the property</p>	<p>Unit No House No Street</p> <p>Suburb</p> <p>Lot DP</p>

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PART 2: DETAILS OF FOOTPATH AND PROPOSED SEATING	
Please indicate the type of application below:	
New Application <input type="checkbox"/> Renewal <input type="checkbox"/> Change of Ownership <input type="checkbox"/>	
Describe the proposed outdoor dining	Length of outdoor dining area Width of outdoor dining area Proposed number of patrons in outdoor dining area Area m2 Furniture Proposed Associated Structures Proposed: Barriers <input type="checkbox"/> Planter Boxes <input type="checkbox"/> Heaters <input type="checkbox"/> Umbrellas <input type="checkbox"/> No..... No..... No..... No..... Please provide details of other structures if applicable. Do you intend on using the footpath space of adjoining premises? If so, please provide written consent from the owner and tenant of the adjoining premises as part of this application. Do you intend to serve alcohol within the outdoor dining area, if approved? Yes/No Details of current Development Application/Consent to operate a food/licensed premises at this address Development Approval Number: Complying Development Certificate Number: Date Determined (if available)
Attachments to be included when submitting an application	1. Colour photographs of the site, its context and proposed area, including any trees, rubbish bins, pedestrian crossings, bus stops etc. 2. A plan showing: <ul style="list-style-type: none"> • the location of the proposed outdoor seating area and the adjoining premises; • location of all doorways and service openings; and • the identification of pedestrian access ways. 3. Copy of the Public Liability Insurance Policy to the amount of \$20million and noting Camden Council as an interested party.

Your declaration	I apply for consent to operate outdoor dining in a portion of the public domain. I declare that all the information given is true and correct. I also understand that if incomplete, the application may be delayed or rejected.
	Signature..... Date
Privacy Provisions	
The information you provided for your application will be recorded by Camden Council, 37 John Street Camden NSW 2570, and used for the purposes of assessing your proposal. The information is intended for use by the Council as the consent authority and any other relevant government agency who may be required to assess the proposal. Details of the application and any subsequent decision will also be kept in a register by the Council that can be viewed by the public at any time. If this information is not provided your application may not be accepted, not processed or rejected for lack of information. Please contact Council if the information you have provided is incorrect or changes.	
HOW TO LODGE YOUR APPLICATION	

Address the application to:

The General Manager
Camden Council

and send it to us by any of the following methods:

Fax: 02 4654 7829

Mail: PO Box 183
Camden NSW 2570

Courier: 37 John Street
Camden NSW 2570

How to Contact Us:

Phone: 02 4654 7777

Fax: 02 4654 7829

Email: mail@camden.nsw.gov.au

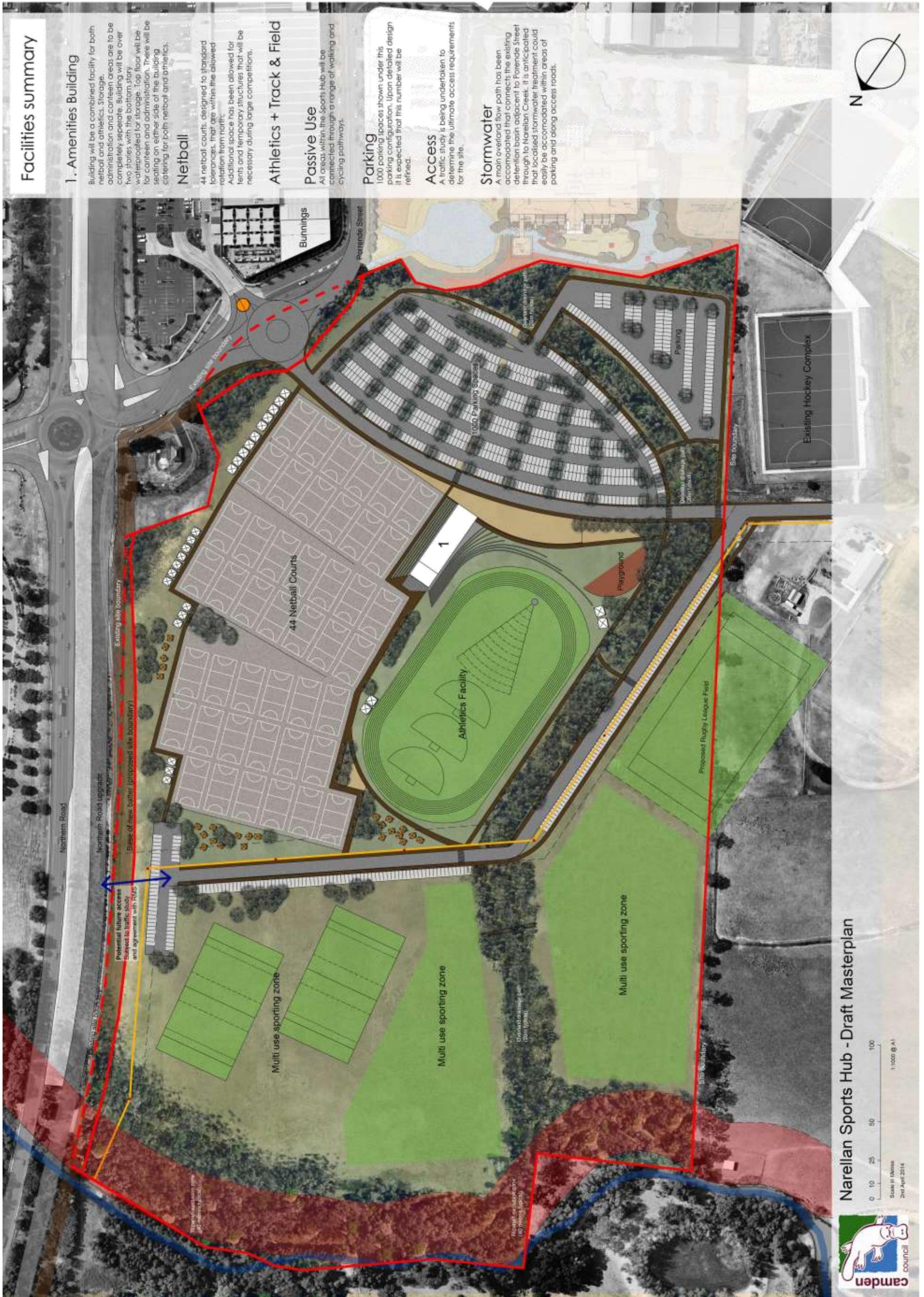
Website

www.camden.nsw.gov.au

We are open for business from 8.30am to 5.00pm
Monday to Friday.

Fees:

The application and annual rental fees are set out
in Council's Schedule of Fees and Charges.



Playground Development options

Current Funds available \$183,400

Option	locationlocation	Amount
1 Enhance existing popular sites	Curry Reserve Elderslie	\$60,000
	Chelleston St end of Kings Bush	\$90,000
	Reserve Camden	\$33,400
	Macarthur Park Camden	
2. Enhance an existing large site and 2 smaller sites	Chelleston St end of Kings Bush	\$108,000
	Reserve Camden	\$45,000
	Currans Hill Park Currans Hill Yandalora Reserve Mt. Annan	\$30,000
3 Develop new playground in areas where currently no playground	Stockmans Drift, Mt. Annan	\$80,000
	Smeaton Res Currans Hill	\$100,000
4. Combination of above	Chelleston St. end of Kings Bush	\$91,700
	Reserve Camden	\$91,700
	Currans Hill Park Currans Hill	

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Attachment 1

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Attachment 1



TREE MANAGEMENT POLICY

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TREE MANAGEMENT POLICY

DIVISION: SUSTAINABILITY

BRANCH: RECREATION AND SUSTAINABILITY

PART 1 - INTRODUCTION

1. BACKGROUND

- 1.1 Trees are important elements that transform the amenity and aesthetics of the area, while providing environmental, cultural and economic benefits to the community. In the long term, trees create a sense of place and enhance the streetscape.
- 1.2 Some of the important environmental, social and economic benefits trees provide, include but not limited to:
 - a) Increased sense of wellbeing within Communities
 - b) Shade
 - c) Deflecting strong winds
 - d) Improving air quality by absorbing air pollutants
 - e) Reducing soil erosion and run-off
 - f) Habitat for local fauna
 - g) Softening the built environment
 - h) Reflecting natural and cultural values
- 1.3 Projected urban growth will have a transformative effect on the future shape and character of Camden. There are many competing pressures on available land to accommodate varied and affordable housing, service infrastructure and provision of a green amenity.
- 1.4 Placing a street tree in front of every residential lot is becoming increasingly difficult to achieve due to a combination of factors including reduced lot size, and narrow lot frontages. There is also less opportunity to establish upper canopy trees on private land making it even more important for trees to be installed on public land, it is a big challenge but one that can be done through good selection.
- 1.5 It is timely for Council to formally adopt a Tree Management Policy to ensure that the value Camden residents place on its trees is reflected through the use of tree species with known qualities and performance and that are relevant to our natural and cultural heritage and vision for how Camden will look in the future.

2. OBJECTIVE

- 2.1 The objective of this policy is to provide guidelines to ensure consistency in the management of tree assets and tree selection within the Camden Local Government Area (LGA).
- 2.2 To provide an indicative species palette suitable for planting in public and private open space within Camden LGA.
- 2.3 To ensure the species palette draws on our unique natural heritage and rich culturally historic landscapes and the experience and input of dedicated groups and individuals.
- 2.4 To identify plant species not suitable for use on public land and not recommended for planting on private land within the Camden LGA.
- 2.5 To promote the Tree Management Policy as a resource to assist Landscape Architects, Developers, Public Authorities (including Council) and Residents to make informed decisions about tree selection.
- 2.6 To update and supplement the species palette with new varieties that have proven characteristics and performance suited for use within Camden LGA.
- 2.7 To ensure that suitable trees are chosen for the intended location.
- 2.8 To ensure trees located on private land are managed in accordance with relevant legislation, namely Clause 5.9 of Camden Local Environmental Plan 2010 and Section B1.5 of Camden Development Control Plan 2011.
- 2.9 For Council to:
 - a) Manage, enhance and conserve the amenity of the streetscape and/or open space;
 - b) Acknowledge trees as important components of the urban/rural landscape;
 - c) Ensure public trees are managed to best practices;
 - d) Meet Council and Community expectations;
within the limitations of Council's resources (excluding emergency works/storm damage).

3. SCOPE

- 3.1 This policy applies to all departments within Council and is a principle source for tree species to be used within Camden LGA.
- 3.2 Council encourages stakeholders, land owners, landscape architects and developers to incorporate the species palette endorsed by Council, where tree planting is proposed for public and private open space.

3.3 The Tree Management Policy is intended for use by:

- a) Camden Council employees and contractors – as a guide for the provision and management of street trees and trees within parks and reserves;
- b) Landowners and developers – To assist in the selection of tree species and understanding of Council’s management of trees; and
- c) The Community – To foster better understanding of tree management.

4. DEFINITIONS

Community	Includes residents, businesses, schools, Camden Council staff, and visitors to the area;
Danger	Potential for a tree’s imminent failure and collapse in full or part, posing an immediate risk of hazard to the safety of persons or damage to property;
Hazard	The threat of danger to persons or property from a tree or tree part resulting from changes in the physical condition, growing environment, or existing physical attributes of a tree;
Public Open Space	Open space in a public ownership that is usually accessible to the public, eg. Parks, bushland reserves, cemeteries;
Public Tree	A tree that is managed and owned by Council;
Tree Management	Planned protection, conservation, maintenance and enhancement of a population of trees;
Risk	The random or potentially foreseeable probability that a hazard will cause harm or damage;
Urban Forest	A single or group of trees that stand within the urban environment.

PART 2 - POLICY STATEMENT

5. GUIDELINES FOR TREE MANAGEMENT – PUBLIC LAND

- 5.1 This policy has been developed to establish the framework for the management and maintenance of trees in streets, parks and reserves within the Camden LGA.
- 5.2 Council is committed to managing and maintaining public trees in accordance with best practices to ensure public safety minimise nuisance and benefit of the community. Trees constitute an important element to the amenity of Camden and are a considerable asset.
- 5.3 Develop management principles for public trees.
- 5.4 Manage public trees in accordance with Council's Tree Management Strategy (Public Land) ie, removal, replacement, identification of additional planting locations, etc.
- 5.5 Ensure all public tree management and maintenance practices are carried out in a safe manner.
- 5.6 Educate the community on the environmental and social benefits of trees.
- 5.7 Consult with the community on large tree management projects that have a significant or direct impact on the community.
- 5.8 Manage public trees that are of significant historic, cultural, commemorative or aesthetic importance and those that define the character of an area.
- 5.9 Recognise and preserve canopy cover and corridors and vistas.
- 5.10 Protect and enhance habitat and wildlife corridors in conjunction with Councils management of natural areas.
- 5.11 The Land and Environment Court (LEC), has published a tree dispute principle in case *Barker v Kyriakides* 2007 LEC 292 which states:

For people who live in urban environments, it is appropriate to expect that some degree of house exterior and grounds maintenance will be required in order to appreciate and retain the aesthetic and environmental benefits of having trees in such an urban environment. In particular, it is reasonable to expect people living in such an environment might need to clean the gutters and the surrounds of their houses on a regular basis.

The dropping of leaves, flowers, fruit, seeds or small elements of deadwood by urban trees ordinarily will not provide the basis for ordering removal of or intervention with an urban tree.

Council adopts and applies this principle.

- 5.12 Council acknowledges that it is excluded from the Trees (Disputes between Neighbours) Act 2006 as per section 4(2)(a), however will manage and coordinate works on public land as outlined in Council's Tree Management Strategy (Public Land) to ensure the best outcome is achieved for the community.

- 5.13 Tree management is a way of mitigating potential risks to property and the community due to interference with below or above ground infrastructure and/or other assets such as buildings or services, trees require effective and coordinated management to maximise their benefits to the community and the environment against their risks.

6. GUIDELINES FOR TREE PRESERVATION

- 6.1 Trees or other vegetation located on private property within Camden Local Government Area are protected by legislation. Detail on Camden's tree preservation controls are prescribed under Clause 5.9 of Camden Local Environment Plan 2010.
- 6.2 A person must not ringbark, cut down, top, lop, remove, injure or wilfully destroy any tree or other vegetation without first obtaining;
- (a) development consent, or
 - (b) a permit granted by the Council
- 6.3 A tree or vegetation is prescribed as being any tree, sapling or shrub which meets or exceeds one of the following;
- (a) is 3 metres or more in height;
 - (b) has a circumference of 300mm (100mm diameter) or more at a height of 1 metre above natural ground surface; or
 - (c) has a branch span of 3 metres or more..
- 6.4 Some exemptions apply and are detailed under Section B1.5 of Camden Development Control Plan 2011
- 6.5 These controls are in place to provide criteria for permitting removal and appropriate ongoing management of prescribed trees and vegetation, establish exemptions that may apply under certain circumstances, ensure that stakeholders are notified where proposals involving tree removal are likely to impact on local amenity and ensure where appropriate tree removals are offset by replacement planting so that overtime there is no net loss of Camden's biomass.
- 6.6 Enquires concerning Tree Preservation can be directed to Council's Vegetation Management Officer

7. GUIDELINES FOR TREE SELECTION

- 7.1 The Tree Management Policy shall be used as the principle source for tree species to be used in Camden LGA.
- 7.2 Council encourages stakeholders, land owners, landscape architects and developers to incorporate the species espoused in the 'Tree and Landscape Species List' where tree planting is proposed for public and private open space.
- 7.3 The species will be selected for their suitability for specific application such as street trees or for open space.

- 7.4 Council will not approve the planting of street trees or tree planting on public land using tree species identified as not being suitable and will discourage private land owners from planting unsuitable trees.
- 7.5 The onus will be on the proponent to demonstrate that an alternate species can reliably perform within known constraints associated with the proposed use or intended location.
- 7.6 Council takes a whole of life approach to tree management and understands that trees need room to grow, will require formative pruning when young, that they may cause superficial damage to hard structures that have shorter lifespans like footpaths and guttering and that for many decades will not require any maintenance and then at some distant point in the future will need to be pruned or removed to allow for succession planting.

8. REVIEW

- 8.1 This policy is to be reviewed every four (4) years by Council, to ensure it aligns with Camden Council's vision and strategies.
- 8.2 Appendices to this policy including the 'Tree and Landscape Species List' will be reviewed on a regular basis and updated accordingly. All updates will be forwarded to Council's Executive Leadership Group (ELG) for approval and adoption.

9. APPENDICES

- A. Tree Management – Tree and Landscape Species List;
B. Tree Management – History of Camden Trees and Landscape.

* * *

RELEVANT LEGISLATION:

- a) Environment and Planning Assessment Act 1979
b) Local Government Act 1993
c) Environment Protection and Biodiversity Conservation Act 1999
d) National Parks and Wildlife Act 1974
e) Roads Act 1993

RELATED POLICIES AND PROCEDURES:

- a) Camden 2040
b) Camden Council Local Environmental Plan (LEP) 2010
c) Camden Council Development Control Plan (DCP) 2011

POLICY NAME
Adopted by Council: (DATE); Amended

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- d) Tree Management Strategy (Public Land)
- e) Local Biodiversity Strategy for Camden LGA
- f) Sydney Region Growth Centres State Environmental Planning Policy
- g) Camden Growth Centre Precincts Development Control Plan 2013
- h) Oran Park and Turner Road Development Control Plan

RESPONSIBLE OFFICER: **Manager Recreation and Sustainability**

APPROVALS **ELG and Council**

NEXT REVIEW DATE: **Month and Year**

RECORD KEEPING NOTES:

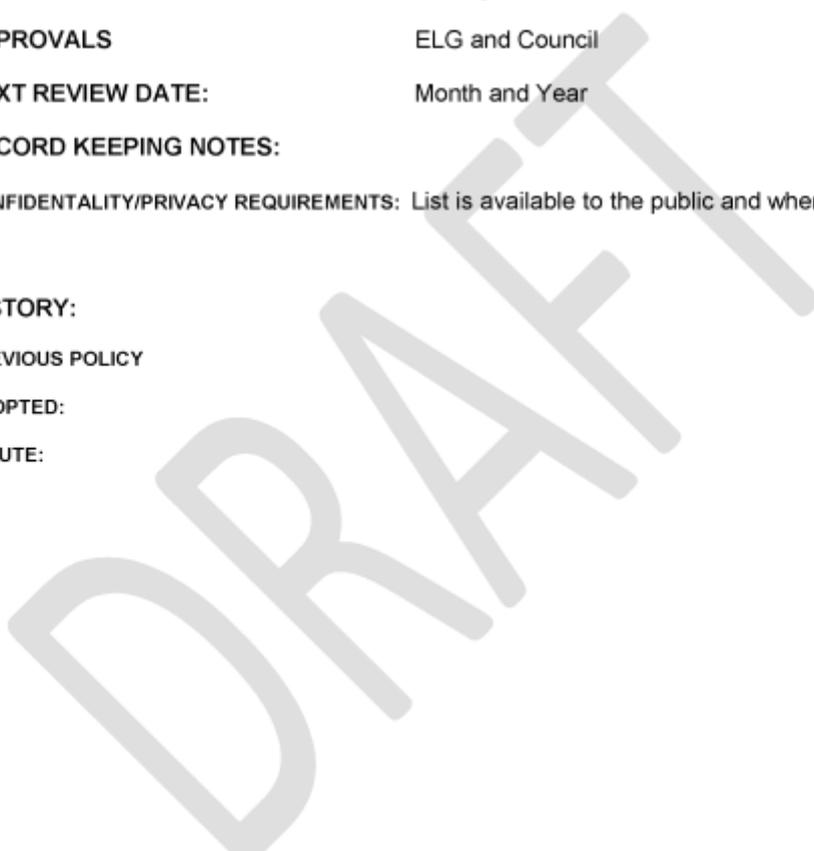
CONFIDENTIALITY/PRIVACY REQUIREMENTS: List is available to the public and where available.

HISTORY:

PREVIOUS POLICY

ADOPTED:

MINUTE:



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Attachment 2



APPENDIX A

Tree and Landscape Species List

(DRAFT)

Camden Council

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RECOGNISED TREE SPECIES

Trees and vegetation contribute to local amenity and help make our urban environment liveable by ameliorating climatic extremes, improving air quality, providing habitat, reducing erosion and salinity. Future development in the Camden LGA will place significant pressure on existing trees and space for new trees as available land becomes increasingly scarce. This subsection aims to prevent unnecessary tree and vegetation removal and poor tree and vegetation management.

This list is to provide an indicative species palette suitable for planting in public and private open space within Camden Local Government Area (LGA). This list is not limited to those recorded and should an alternative species be identified, the species must be suitable for the intended location and be approved by Councils officers.

The selection of street trees should have regard to the following but not limited to:

1. Utilities (Power/Gas/Water/Sewer/etc);
2. Street lighting;
3. Easements;
4. Driveways and bus stops;
5. Pedestrian crossings;
6. House frontages and set backs
7. Lateral spread of subject species
8. Road reserve widths and constraints;
9. Waste service collection
10. Vehicle line of sight; and
11. Cultural and heritage amenity.

Note: The heights and widths listed should be used as a guide and may differ in different situations.

Attachment 2

Camden Council

NEW STREET TREE PLANTING

List Objective: All new street trees planted within Camden LGA are confined to the following list of tree species.

Application: Street tree selection is contingent upon potential site constraints. Not all trees listed below will be suitable for every situation. Where a variation to the list is proposed the onus will be on the proponent to demonstrate that an alternate species can reliably perform within known constraints associated with the proposed use and location.

Botanical Name	Common Name	Origin Native (N) Exotic (E)	Type	Height	Width
			Deciduous (D) Evergreen (E)	In Metres	In Metres
<i>Acer buergeranum</i>	Trident Maple	E	D	6m	6m
<i>Acer negundo</i> 'Sensation'	Box Elder Maple	E	D	9m	6m
<i>Acer palmatum</i> 'Senkaki'	Coral Bark Maple	E	D	6m	5m
<i>Acer rubrum</i> 'October Glory'	Red Maple	E	D	12m	9m
<i>Acmena smithii</i> 'Red Head'	Red Head Acmena	N	E	6m	2m
<i>Angophora hispida</i>	Dwarf Apple	N	E	7m	5m
<i>Brachychiton populneus x acerifolius</i> 'Jerilderie Red'	Jerilderie Red	N		8m	5m
<i>Brachychiton populneus</i>	Kurrajong	N*	E	12m	6m
<i>Brachychiton populneus</i> 'Bella Pink'	Bella Pink	N	E	9m	4m
<i>Brachychiton rupestris</i>	Bottle Tree	N	E	12m	7m
<i>Buckinghamia celsissima</i>	Ivory Curl Flower	N	E	7m	5m
<i>Calodendron capense</i>	Cape Chestnut	E	E	10m	8m
<i>Cercis canadensis</i> 'Forest Pansy'	Canadian Redbud	E	D	5m	5m
<i>Cercis chinensis</i> 'Avondale'	Chinese Redbud	E	D	3m	2m
<i>Ceretopetalum gummiiferum</i>	NSW Xmas Bush	N	E	5m	3m
<i>Corymbia citriodora</i> 'Scentuous'	Lemon Scented Gum	N	E	7m	4m
<i>Corymbia ficifolia</i> cvs	Dwarf grafted varieties	N	E	5m	4m
<i>Cupaniopsis anarcardiodes</i>	Tuckeroo	N	E	8m	6m
<i>Elaeocarpus eumundii</i>	Smooth-leaved Quandong	N	E	7m	4m
<i>Elaeocarpus reticulatus</i>	Blue Berry Ash	N	E	8m	4m
<i>Fraxinus griffithii</i>	Evergreen Ash	E	E	7m	6m
<i>Fraxinus pennsylvanica</i> 'Cimmzam'	Cimmaron	E	D	13m	8m
<i>Fraxinus pennsylvanica</i> 'Urbanite'	Urbanite	E	D	11m	8m
<i>Ginkgo biloba</i> 'Princeton Sentry'	narrow form Ginko	E	D	11m	5m
<i>Glochidion ferdinandi</i>	Cheese Tree	N	E	8m	6m

APPENDIX A - Tree and Landscape Species List

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Attachment 2

Camden Council

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Botanical Name	Common Name	Origin	Type	Height	Width
		Native (N) Exotic (E)	Deciduous (D) Evergreen (E)	In Metres	In Metres
<i>Gordonia axillaris</i>	Poached Egg Camellia	E	E	6m	5m
<i>Hymenosporum flavum</i>	Native Frangipani	N	E	8m	5m
<i>Lagerstroemia species</i>	Crepe Myrtle	E	D	7m	5m
<i>Lirodendron tulipifera</i>	Tulip Tree	E	D	12m	8m
<i>Lirodendron tulipifera</i> 'Fastigiatum'	Fastigate Form of Tulip Tree	E	D	12m	5m
<i>Liquidambar styraciflua</i>	Liquidambar	E	D	18m	12m
<i>Liquidambar styraciflua</i> 'Oakville Highlight'	Liquidambar Oakville Highlight	E	D	15m	4m
<i>Lophostemon confertus</i>	Brush Box	N	E	15m	10m
<i>Magnolia grandiflora</i> 'Exmouth'	Evergreen Magnolia 'Exmouth'	E	D & E	8m	6m
<i>Magnolia grandiflora</i> 'Kay Parris'	Dwarf Evergreen perfumed Magnolia	E	D & E	4m	3m
<i>Magnolia grandiflora</i> 'Little Gem'	Dwarf Evergreen Magnolia	E	D & E	6m	3m
<i>Magnolia grandiflora</i> 'Teddy Bear'	Dwarf Evergreen Magnolia	E	E	4m	3m
<i>Magnolia x soulangeana</i>	Tulip Magnolia	E	D	7m	4m
<i>Malus floribunda</i>	Japenese Crab Apple	E	D	5m	5m
<i>Malus ioensis</i> 'Plena'	Crab Apple	E	D	6m	4m
<i>Malus species</i>	Crab Apple	E	D	6m	5m
<i>Melaleuca decora</i>	White Cloud Tree	N	E	6m	3m
<i>Melaleuca linariifolia</i>	Snow In Summer	N	E	7m	5m
<i>Melaleuca styphelioides</i>	Prickly Paperbark	N	E	8m	5m
<i>Nyssa sylvatica</i>	Black Tupelo	E	D	11m	6m
<i>Nyssa sylvatica</i> 'Autumn Cascade'	Weeping Blackgum	E	D	4m	3m
<i>Parrotia persica</i>	Persian Witch Hazel	E	D	7m	5m
<i>Pistacia chinensis</i>	Pistacia Nut Tree	E	D	8m	6m
<i>Prunus cerasifera</i> 'Oakville Crimson Spire'	Flowering Plum	E	D	6m	2m
<i>Prunus cerasifera</i> 'nigra'	Flowering Plum	E	D	5m	4m
<i>Prunus x blireana</i>	Purple-leafed Plum	E	D	4m	4m
<i>Prunus species</i>	Flowering Plum	E	D	6m	4m
<i>Pyrus betulaefolia</i> 'Southworth Dancer'	Flowering Pear	E	D	7m	4m
<i>Pyrus calleryana</i> 'Aristocrat'	Flowering Pear	E	D	11m	7m
<i>Pyrus calleryana</i> 'Bradford'	Bradford Pear	E	D	12m	9m
<i>Pyrus calleryana</i> 'Capital'	Flowering Pear	E	D	11m	3m
<i>Pyrus calleryana</i> 'Chanticleer'	Flowering Pear	E	D	11m	6m

APPENDIX A - Tree and Landscape Species List

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Camden Council

Botanical Name	Common Name	Origin		Type	Height	Width
		Native (N) Exotic (E)		Deciduous (D) Evergreen (E)	In Metres	In Metres
<i>Pyrus calleryana</i> 'Edgedell'	Edgedell Pear	E		D	8m	6m
<i>Quercus palustris</i>	Pin Oak	E		D	15m	10m
<i>Quercus palustris</i> 'Pringreen'	Narrow Green Pillar	E		D	14m	3m
<i>Quercus robur</i>	English Oak	E		D	11m	11m
<i>Quercus robur</i> 'Fastigiata'	Fastigate Form of English Oak	E		D	13m	3m
<i>Syzygium australe</i> 'Pinnacle'	Narrow tall Syzygium	N		E	8m	6m
<i>Syzygium paniculatum</i>	Brush Cherry	N		E	8m	6m
<i>Syzygium smithii</i> 'Sublime'	Lilly Pilly	N		E	5m	3m
<i>Tristaniopsis laurina</i>	Water Gum	N		E	9m	7m
<i>Tristaniopsis laurina</i> 'Luscious'	Water Gum	N		E	9m	7m
<i>Ulmus glabra</i> 'Lutescens'	Golden Elm	E		D	10m	12m
<i>Waterhousea floribunda</i>	Weeping Lilly Pilly	N		E	10m	8m
<i>Waterhousea floribunda</i> 'Green Avenue'	Waterhousea 'Green Avenue'	N		E	10m	8m
<i>Zelkova serrata</i>	Zelkova	E		D	9m	7m
<i>Zelkova serrata</i> 'Green Vase'	Wine Glass tree	E		D	9m	6m
<i>Zelkova serrata</i> 'Mushashino'	Fastigate form Zelkova	E		D	10m	6m
<i>Zelkova serrata</i> 'Golden Flame'	Zelkova Golden Flame	E		D	10m	9m

Camden Council

REPLACEMENT PLANTING

List Objective: To list trees species for the replacement or infill planting in existing streetscapes to maintain continuity.

Application: Council's Public Tree Management Officer has responsibility to assess and determine matters concerning replacement or infill street tree planting. Not all trees listed below will be suitable for every situation.

Botanical Name	Common Name	Origin	Type	Height	Width
		Native (N) Exotic (E)	Deciduous (D) Evergreen (E)	In Metres	In Metres
<i>Acer buergerianum</i>	Trident Maple	E	D	6m	6m
<i>Angophora hispida</i>	Dwarf Apple	N	E	7m	7m
<i>Backhousia citriodora</i>	Lemon-scented Myrtle	N	E	6m	4m
<i>Backhousia myrtifolia</i>	Cinnamon Myrtle	N*	E	5m	2m
<i>Buckinghamia celsissima</i>	Ivory Curl Flower	N	E	7m	5m
<i>Callistemon salignus</i>	White Bottlebrush	N*	E	9m	5m
<i>Callistemon viminalis</i>	Weeping Bottlebrush	N	E	8m	5m
<i>Calodendron capense</i>	Cape Chestnut	E	E	10m	8m
<i>Corymbia ficifolia</i>	Dwarf grafted varieties	N	E	5m	4m
<i>Corymbia maculata</i>	Spotted Gum	N*	E	20m	15m
<i>Corymbia citriodora</i>	Lemon-scented Gum	N	E	20m	18m
<i>Corymbia citriodora</i> 'Scentuous'	Lemon-scented Gum	N	E	7m	4m
<i>Cupaniopsis anarcardioides</i>	Tuckeroo	N	E	8m	6m
<i>Dais cotinifolia</i>	PomPom Tree	E	E	4m	4m
<i>Elaeocarpus eumundii</i>	Smoth-leaved Quandong	N	E	7m	4m
<i>Elaeocarpus reticulatus</i>	Blue Berry Ash	N	E	8m	4m
<i>Flindersia australis</i>	Australian Teak	N	E	20m	18m
<i>Fraxinus griffithii</i>	Flowering Ash	E	E	7m	6m
<i>Gordonia axillaris</i>	Fried Egg Plant	E	E	6m	5m
<i>Harpullia pendula</i>	Tulipwood	N	E	9m	5m
<i>Hymenosporum flavum</i>	Native Frangipani	N	E	8m	5m
<i>Jacaranda mimosifolia</i>	Jacaranda	E	D	12m	10m
<i>Lagerstroemia species</i>	Crepe Myrtle	E	D	7m	5m
<i>Liquidambar styraciflua</i>	Liquid Amber	E	D	15m	12m
<i>Lirodendron tulipefera</i>	Tulip Tree	E	D	12m	5m
<i>Lophostemon confertus</i>	Brush Box	N	E	15m	12m

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Botanical Name	Common Name	Origin	Type	Height	Width
		Native (N) Exotic (E)	Deciduous (D) Evergreen (E)	In Metres	In Metres
<i>Magnolia grandiflora</i> <i>Exmouth</i>	Magnolia Exmouth	E	D & E	8m	6m
<i>Malus</i> Species	Flowering Ornamental Fruit Varieties	E	D	6m	5m
<i>Nyssa sylvatica</i>	Black Tupelo	E	D	11m	6m
<i>Pistacia chinensis</i>	Chinese Pistachio	E	D	8m	6m
<i>Platanus orientalis</i> 'insularis'	Autumn Glory Plane	E	D	15m	10m
<i>Platanus orientalis</i> 'digitata'	Cut Leaf Plane Tree	E	D	15m	10m
<i>Populus alba</i>	Grey Poplar	E	D	15m	8m
<i>Populus nigra</i> 'italica'	Fastigate Lombardy Poplar	E	D	20m	4m
<i>Prunus</i> Species	Flowering Ornamental Varieties	E	D	6m	4m
<i>Pyrus nivalis</i>	Snow Pear	E	D	8m	6m
<i>Pyrus calleryana</i> cvs	Flowering Ornamental Varieties	E	D	12m	9m
<i>Pyrus ussuriensis</i>	Manchurian Pear	E	D	9m	6m
<i>Quercus palustris</i>	Pin Oak	E	D	15m	10m
<i>Quercus palustris</i> 'Pringreen'	Narrow Green Pillar	E	D	14m	3m
<i>Sapium sebiferum</i>	Chinese Tallowwood	E	D	8m	8m
<i>Syzygium paniculatum</i>	Bush Cherry	N	E	8m	6
<i>Syzygium smithii</i>	Lilly Pilly	N	E	10m	8m
<i>Tilia cordata</i>	Small-Leaved Lime	E	D	12m	8m
<i>Tristanopsis laurina</i>	Water Gum	N	E	9m	7m
<i>Tristanopsis laurina</i> 'Luscious'	Water Gum	N	E	9m	7m
<i>Ulmus americana</i> 'Princeton'	Princeton Elm	E	D	15m	10m
<i>Ulmus glabra</i> 'lutescens'	Golden Elm	E	D	10m	12m
<i>Ulmus parvifolia</i>	Chinese Elm	E	D	12m	10m
<i>Waterhousea floribunda</i>	Weeping Lilly Pilly	N	E	10m	8m
<i>Zelkova serrata</i>	Zelkova	E	D	10m	4m

* Found in Cumberland Plain Woodland

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OPEN SPACE PLANTING

List Objective: To provide a broad palate of large and unique trees that have an association with Camden's natural, cultural and commemorative history.

Application: The trees listed under open space are generally suitable to large unrestricted sites where large trees can grow as either single specimen trees or in groups to establish urban forests.

Botanical Name	Common Name	Origin Native (N) Exotic (E)	Type Deciduous (D) Evergreen (E)	Height	Width
				In Metres	In Metres
<i>Agathis robusta</i>	Kauri Pine	N	E	18m	12m
<i>Angophora costata</i>	Sydney Red Gum	N	E	15m	12m
<i>Angophora floribunda</i>	Rough Barked Apple	N*	E	18m	15m
<i>Angophora subvelutina</i>	Broad Leaf Apple	N*	E	18m	14m
<i>Araucaria araucana</i>	Monkey Puzzle Tree	N	E	20m	15m
<i>Araucaria bidwilli</i>	Bunya Bunya Pine	N	E	30m	15m
<i>Araucaria cunninghamii</i>	Hoop Pine	N	E	25m	15m
<i>Brachychiton acerifolius</i>	Illawarra Flame Tree	N	D	15m	10m
<i>Brachychiton discolor</i>	Lacebark Kurragong	N	E	15m	10m
<i>Caloedendron capense</i>	Cape Chestnut	E	E	10m	10m
<i>Carya illinoensis</i>	Pecan	E	D	25m	18m
<i>Cedrus atlantica</i>	Atlas Cedar	E	E	18m	12m
<i>Cedrus deodara</i>	Deodar Cedar	E	E	25m	18m
<i>Corymbia citriodora</i>	Lemon-Scented Gum	N	E	20m	18m
<i>Corymbia ficifolia cvs</i>	Flower Gum	N	E	5m	4m
<i>Corymbia maculata</i>	Spotted Gum	N*	E	20m	15m
<i>Cupressus funebris</i>	Funeral Cypress	E	E	15m	8m
<i>Eucalyptus amplifolia</i>	Cabbage Gum	N*	E	25m	15m
<i>Eucalyptus bauerana</i>	Blue Box	N*	E	20m	10m
<i>Eucalyptus benthamii</i>	Camden White Gum	N*	E	25m	12m
<i>Eucalyptus crebra</i>	Narrow Leaf Red Iron Bark	N*	E	18m	12m
<i>Eucalyptus fibrosa</i>	Broad Leaf Red Iron Bark	N	E	18m	12m
<i>Eucalyptus microcorys</i>	Tallow Wood	N	E	25m	15m

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Botanical Name	Common Name	Origin		Type	Height	Width
		Native (N) Exotic (E)		Deciduous (D) Evergreen (E)	In Metres	In Metres
<i>Eucalyptus sideroxylon</i>	Red Ironbark	N*		E	15m	12m
<i>Eucalyptus viminalis</i>	Ribbon Gum	N*		E	30m	18m
<i>Ficus macrophylla</i>	Moreton Bay Fig	N		E	20m	25m
<i>Ficus rubiginosa</i>	Port Jackson Fig	N		E	18m	15m
<i>Flindersia australis</i>	Australian Teak	N		E	20m	18m
<i>Ginkgo biloba</i>	Maidenhair Tree	E		D	11m	5m
<i>Glochidion ferdinandi</i>	Cheese Tree	N		E	7m	5m
<i>Jacaranda mimosifolia</i>	Jacaranda	E		D	12m	10m
<i>Jubaea chilensis</i>	Chilean Wine Palm	E		E	15m	8m
<i>Liriodendron tulipifera</i>	Tulip Tree	E		D	12m	5m
<i>Livistona australis</i>	Cabbage Palm	N		E	15m	8m
<i>Macadamia integrifolia</i>	Macadamia Nut Tree	N		E	10m	6m
<i>Magnolia denudata</i>	Yulan Magnolia	E		D	7m	8m
<i>Magnolia grandiflora</i>	Bull Bay Tree	E		E	15m	12m
<i>Malus Species</i>	Flowering Ornamental Varieties	E		D	4m	3m
<i>Phoenix canariensis</i>	Canary Island Date Palm	E		E	12m	8m
<i>Pinus pinea</i>	Italian Stone Pine	E		E	15m	20m
<i>Podocarpus elatus</i>	Illawarra Plum	N		E	15m	12m
<i>Quercus coccinea</i>	Scarlet Oak	E		D	12m	8m
<i>Quercus palustris</i>	Pin Oak	E		D	15m	10m
<i>Quercus robur</i>	English Oak	E		D	11m	11m
<i>Syzygium luehmannii</i>	Small Leaf Water Gum	N		E	8m	6m
<i>Toona ciliata</i>	Red Cedar	N		D	15m	10m
<i>Ulmus glabra 'Lutescens'</i>	Golden Elm	E		D	10m	12m
<i>Ulmus parvifolia</i>	Chinese Elm	E		D	12m	10m
<i>Washington robusta</i>	Mexican Fan Palm	E		E	18m	8m
<i>Zelkova serrata</i>	Zelkova	E		D	12m	10m

* Found in Cumberland Plain Woodland

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TREES SUITABLE UNDER POWERLINES

List Objective: To provide a list of trees that can successfully grow under power lines within acceptable utility clearance.

Application: Council's Public Tree Management Officer has responsibility to assess and determine matters concerning tree planting under power lines.

Botanical Name	Common Name	Origin	Type	Height	Width
		Native (N) Exotic (E)	Deciduous (D) Evergreen (E)	In Metres	In Metres
<i>Acer palmatum</i> 'Senkaki'	Coral Bark Maple	E	D	6m	5m
<i>Acmena smithii</i> 'Red Head'	Red Head Acmena	N	E	6m	2m
<i>Angophora hispida</i>	Dwarf Apple	N	E	7m	5m
<i>Buckinghamia celsissima</i>	Ivory Curl Flower	N	E	7m	5m
<i>Cercis canadensis</i> 'Forest Pansy'	Canadian Redbud	E	D	5m	5m
<i>Ceretopetalum gummiferum</i>	NSW Xmas Bush	N	E	5m	3m
<i>Corymbia ficifolia</i>	Dwarf grafted varieties	N	E	5m	4m
<i>Dais cotinifolia</i>	PomPom Tree	E	E	4m	4m
<i>Elaeocarpus reticulatus</i>	Blue Berry Ash	N	E	8m	4m
<i>Fraxinus griffithii</i>	Evergreen Ash	E	E	7m	6m
<i>Gordonia axillaris</i>	Poached Egg Camellia	E	E	6m	5m
<i>Lagerstroemia species</i>	Crepe Myrtle	E	D	7m	5m
<i>Laurus nobilis</i>	Bay Laurel	E	E	4m	3m
<i>Magnolia grandiflora</i> 'Kay Parris	Dwarf Evergreen perfumed Magnolia	E	D & E	4m	3m
<i>Magnolia grandiflora</i> 'Little Gem	Dwarf Evergreen Magnolia	E	D & E	6m	3m
<i>Malus Species</i>	Flowering Ornamental Fruit Varieties	E	D	6m	5m
<i>Melaleuca decora</i>	White Cloud Tree	N	E	6m	3m
<i>Melaleuca linariifolia</i>	Snow In Summer	N	E	7m	5m
<i>Melaleuca styphelioides</i>	Prickly Paperbark	N	E	8m	5m
<i>Nyssa sylvatica</i> 'Autumn Cascade'	Weeping Blackgum	E	D	4m	3m
<i>Prunus species</i>	Flowering Ornamental Fruit Varieties	E	D	6m	4m
<i>Pyrus betulaefolia</i> 'Southworth Dancer'	Flowering Pear	E	D	7m	4m

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Botanical Name	Common Name	Origin	Type	Height	Width
		Native (N) Exotic (E)	Deciduous (D) Evergreen (E)	In Metres	In Metres
<i>Pyrus calleryana</i> 'Edgedell'	Flowering Pear	E	D	8m	6m
<i>Syzygium australe</i> 'Pinnacle'	Narrow tall Syzygium	N	E	8m	6m

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LANDSCAPE SPECIES OTHER THAN TREES

List Objective: To provide a general list of Shrubs and Ground Covers and Climbers that are suited to a range of Landscape applications within Camden

Application: Unrestricted. Specialist advice is required when making selection. Where a plant name refers to "varieties" or "Spp" this means there are many cultivars or special.

Botanical Name	Common Name
Hedges	
<i>Buxus varieties</i>	Buxus
<i>Brunfelsia varieties</i>	Yesterday Today Tomorrow
<i>Camellia sasanqua varieties</i>	Camellia
<i>Loropetalum chinensis varieties</i>	Chinese fringe flower
<i>Luculia grandiflora</i>	White Luculia
<i>Luculia pinceana</i>	Pink Spice
<i>Michelia figo</i>	Port Wine Magnolia
<i>Michelia yunnanensis</i>	Scented Pearl Magnolia
<i>Murraya varieties</i>	Orange Jasmine
<i>Nandina varieties</i>	Sacred Bamboo
<i>Photonia x fraseri 'Little Red Robin'</i>	Photinia
<i>Viburnum odoratissimum</i>	Sweet Viburnum
Shrubs	
<i>Acmena varieties</i>	Lilly Pilly
<i>Banksia spp</i>	Banksia
<i>Brunfelsia - grandifolia/maliformis/pauciflora/dwarf varieties</i>	Yesterday Today Tomorrow
<i>Callistemon spp</i>	Bottle Brush
<i>Cordyline fruticosa</i>	Cordyline
<i>Crinum pedunculatum</i>	Crinum Lilly
<i>Dodonaea varieties</i>	Hopbush
<i>Doryanthes excelsa</i>	Gynea lily
<i>Eremophila varieties</i>	Emu Bush
<i>Erica varieties</i>	Winter heath
<i>Corymbia ficifolia cvs.</i>	Flower Gum
<i>Gordonia axillaris</i>	Fried Egg Plant
<i>Grevillea shrubs – eg 'Spinebill'</i>	Grevillea
<i>Ixora chinensis</i>	Prince of Orange
<i>Indigofera australis</i>	Australian Indigo
<i>Leptospermum species</i>	Tea Tree

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Botanical Name	Common Name
<i>Loropetalum chinensis</i>	Chinese fringe flower
<i>Luculia grandaeflora</i>	White Luculia
<i>Luculia pinceana</i>	Pink Spice
<i>Magnolia grandifolia</i> 'Little Gem'	Magnolia
<i>Magnolia stellata</i>	Star Magnolia
<i>Melaleuca</i> 'Revolution Gold'	Revolution Gold
<i>Michelia figo</i>	Port Wine Magnolia
<i>Michelia Yunnanensis</i>	Scented Pearl Magnolia
<i>Myoporum montanum</i>	Western Boobialla
<i>Photonia</i> 'Red Robin'	Photonia
<i>Pieris japonica</i>	Japanese pieris
<i>Viburnum</i> varieties, eg <i>odoratissimum</i>	Sweet Viburnum
<i>Syzygium</i> spp.	Lilly Pilly
Climbers	
<i>Clematis aristate</i>	Old Man's Beard
<i>Gelsemium sempervirens</i>	Carolina Jasmine
<i>Jasminum</i> spp.	Jasmine
<i>Hardenbergia violacea</i>	Native Sarsoparilla
<i>Kennedia rubicunda</i>	Dusky Coral Pea
<i>Mandevilla</i> spp	Mandevilla
<i>Pandorea jasminoides</i>	Bower of Beauty
<i>Trachelospermum jasminoides</i>	Star Jasmine
Ground Covers	
<i>Acacia cognate</i> eg 'Mini Cog' & 'Limelight'	Wattle
<i>Anigozanthos</i> "Bush Gems - varieties, eg Bush Haze, Bush Ranger	Kangaroo Paw
<i>Dianella caerulea</i>	Blue Flax Lily
<i>Dichondra repens</i>	Kidney Grass
<i>Convolvulus mauritanicus</i>	Ground Blue-convolvulus
<i>Goodenia hederacea</i>	Goodenia
<i>Hardenbergia violacea</i>	Native Sarsoparilla
<i>Kniphofia</i> "Maid of Orleans"	Torch Flower
<i>Melaleuca pentagona</i> 'Little Penta'	Honey Myrtle
<i>Myoporum parvifolium</i>	Creeping boobialla
<i>Plectranthus parviflorus</i>	Cockspur Flower
<i>Rhodanthe anthemoides</i>	Rhodanthe
<i>Scaevola aemula</i>	Fan-flower
<i>Sedum sempervirens</i>	Hens and Chicks
Herbs	
<i>Dianella</i> spp	Flax Lilly

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Botanical Name	Common Name
<i>Eremophila debilis (syn. Myoporum debile)</i>	Myoporum
<i>Lomandra spp (eg Tanika or Nyalla)</i>	Basket Grass
<i>Plectranthus parvifolius</i>	Cockspur Flower
<i>Pennisetum alopecureoides</i>	Fountain Grass
<i>Scaevola albida</i>	Fan-flower
Grasses	
<i>Carex appressa</i>	Tall Sedge
<i>Danthonia racemosa</i>	Wallaby Grass
<i>Dianella varieties Imperata cylindrical</i>	Flax Lilly
<i>Lomandra varieties incl 'Tanika' 'Nyalla' etc</i>	Basket Grass
<i>Sorghum leiocladum</i>	Wild Sorghum
<i>Themeda australis</i>	Kangaroo Grass

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SALT TOLERANT TREES, SHRUBS AND GROUND COVERS

List Objective: To provide a list of trees, shrubs and groundcovers with known performance in saline conditions

Application: Specialist advice is required when determining site salinity and which of species are suitable.

Botanical Name	Common Name
Trees	
<i>Angophora subvelutina</i>	Broad Leaf Apple
<i>Cupaniopsis anarcardiodes</i>	Tuckeroo
<i>Eucalyptus amplifolia</i>	Cabbage Gum
<i>Eucalyptus fibrosa</i>	Broad Leaf Ironbark
<i>Eucalyptus tereticornis</i>	Forest Red Gum
<i>Eucalyptus moluccana</i>	Grey Box
<i>Casuarina glauca</i>	Swamp Oak
<i>Casuarina cunninghamiana</i>	River Oak
<i>Melaleuca decora</i>	White Cloud Tree
<i>Melaleuca linariifolia</i>	Snow storm in Summer
<i>Melaleuca styphelioides</i>	Prickly leaf Paperbark
<i>Metrosideros excelsa</i>	NZ Christmas Tree
Shrubs	
<i>Banksia ericifolia</i>	Heath Banksia
<i>Banksia speciosa</i>	Showy Banksia
<i>Banksia spinulosa</i>	Hairpin Banksia
<i>Indigofera australis</i>	Australian Indigo
<i>Melaleuca thymifolia</i>	Thyme Honey Myrtle
<i>Melaleuca nodosa</i>	Ball Honey Myrtle
<i>Myoporum floribundum</i>	Boobialla
Ground Covers	
<i>Hardenbergia violacea</i>	Native Sarsoparilla
<i>Myoporum parvifolium</i>	Creeping Boobialla
<i>Cynodon dactylon</i>	Bermuda Grass

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NOT ACCEPTABLE SPECIES FOR USE ON PUBLIC LAND AND NOT RECOMMENDED FOR USE ON PRIVATE LAND

List Objective: To provide a list of trees that Council will not use or approve on Public land and does not recommend to be used on private land. This list excludes established species.

Application: Nil on Public Land, not recommended on Private Land. Council will not approve the planting of tree species identified as not being suitable.

Botanical Name	Common Name
<i>Cinnamomum camphora</i>	Camphor Laurel
<i>Gleditsia triacanthos</i>	Honey locust
<i>Lantana camara</i>	Lantana
<i>Ligustrum lucidum</i>	Broad Leaved Privet
<i>Ligustrum sinense</i>	Small Leaved Privet
<i>Olea Europaea var. Africana</i>	Wild Olive
<i>Robinia pseudoacacia</i>	Robinia
<i>Syagrus rhomanzofianum</i>	Cocos Palm

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APPENDIX B

History of Camden Trees and Landscape

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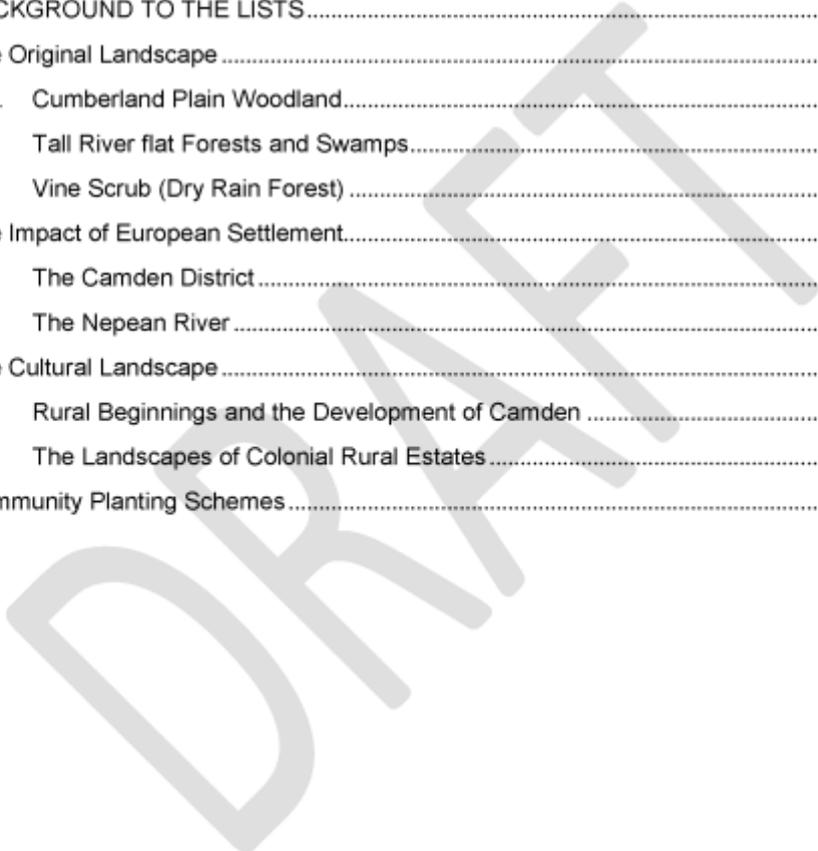
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BACKGROUND TO THE LISTS

1. The Original Landscape

Plant communities grow in response to soil, topography and climatic conditions. The Camden local government area extends over an area of 206 square kilometres within the central southern part of the Cumberland Plain. Bringelly Shales dominate the area, forming landscape of low undulating hills with steeper hillier sections to the north of Cobbitty and along the southern boundary to Wollondilly Shire. These areas are interspersed with extensive alluvial plains along the Nepean River and its tributaries, and narrower flats along the upper tributaries of South Creek. Sandy Tertiary alluvials also occur in the Elderslie area. The Nepean River, the major drainage catchment of the Cumberland Plain, runs through the south-western corner of the LGA and continues to delineate parts of the western and southern boundary with Wollondilly Shire.

1.1. Cumberland Plain Woodland

This once extensive Cumberland Plain Woodland was originally the major vegetation type of this area. It was characterised by the dominant **Grey Box** (*Eucalyptus moluccana*), **Forest Red Gum** (*Eucalyptus tereticornis*), **Narrow-leaved Ironbark** (*Eucalyptus crebra*), **Broad-leaved Apple** (*Angophora subvelutina*), **Thin-leaved Stringybark** (*Eucalyptus eugenoides*) and **Cabbage Gum** (*Eucalyptus amplifolia*). The **Narrow-leaved Ironbark** favoured the drier hills and terraces and occurred in almost pure stands in some locations (eg South Camden area), while **Cabbage Gum** dominated the periodically waterlogged soils of the floodplains. The **Kurrajong** (*Brachychiton populneum*) and **Port Jackson Pine** (*Callitris rhomboidea*) were important components, particularly on the drier hill tops of this area. The only known occurrence of the **Spotted Gum** (*Eucalyptus maculata*) in Camden is an isolated mature stand on the steeper, hilly country of 'Roseneath', north of Cobbitty.

The fertile soils of the Bringelly Shales supported a rich natural pasture dominated by **Kangaroo Grass** (*Themeda australis*) which was quickly exploited by the new European settlers. Patches of understorey shrubs included **Blackthorn** (*Bursaria spinosa*), **Native Indigo** (*Indigofera australis*), (*Myoporum montanum*) and (*Olearia viscidula*).

1.2. Tall River flat Forests and Swamps

A diverse range of Riparian or Tall River flat Forest species would have occurred along the immediate margins of the river and its tributaries, i.e. along the riverbank associated swales, anabranches and the levee banks. This association contained a 25 – 30 metre high, co dominant canopy of **Forest Red Gum** (*Eucalyptus tereticornis*), **Manna Gum** (*Eucalyptus viminalis*), **Blue Box** (*Eucalyptus baueriana*), **River Peppermint** (*Eucalyptus elata*), **Broad-leaved Apple** (*Angophora subvelutina*), **Rough-barked Apple** (*Angophora floribunda*) and **River Oak** (*Casuarina cunninghamiana*). Some of the older trees would certainly have been of massive proportions.

The rare **Camden White Gum** (*Eucalyptus benthamii*), known from the Bent's Basin area to the north, may also have originally occurred in numbers along stretches of the river within

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Camden. It was Sir William Macarthur who first brought this distinctive tree to the attention of the eminent Victorian botanist, Ferdinand von Mueller.

Rain forest trees, such as **White Cedar** (*Melia azedarach*) (once known locally as Hawkesbury Cedar), **Brush Kurrajong** (*Commersonia fraseri*) and **Sandpaper Fig** (*Ficus coronata*) also occurred along the riverbanks. The shrub understorey would have contained a mixture of mesic species, with rain forest affinities, such as **Tree Violet** (*Hymenanthera dentata*), **Hairy Calodendron** (*Calodendron tomentosum*) and **Corkwood** (*Duboisia myoporoides*). Vines and creepers such as **Wonga Vine** (*Pandorea pandorana*) and **Tape Vine** (*Stephania japonica*), would have combined with these shrubs to create closed vine thickets in some places. These fertile, moist areas were the first to be cleared for agriculture and very little of this community remains.

Freshwater wetland communities also occurred along the river and its tributary creeks along the floodplains but have now largely been cleared and drained. The wetland communities ranged from large swamps and billabongs of permanent standing water to generally waterlogged areas of periodic inundation. Emergent reedland of (*Elaeocharis sphacelata*) and **Cumbungi** (*Typha orientalis*) typically flanked the shallower waters surrounding these swamps. The reedland was followed by a waterlogged zone of (*Juncus spp.*) dominated rushland and beyond this tall shrubland thickets of **Swamp Oak** (*Casuarina glauca*) and **Prickly Paperbark** (*Melaleuca styphelioides*), which graded into seasonally waterlogged woodland of **Cabbage Gum** (*Eucalyptus amplifolia*).

1.3. Vine Scrub (Dry Rain Forest)

Isolated pockets of remnant dry vine scrub, a dry rain forest vegetation type, also may have occurred sporadically in this district, particularly south of Camden in the Razorback Range. Of particular importance to Camden is an area known as the 'Native Vineyard', a small isolated patch of vine scrub north of Cobbitty. The area was first reported by the Parramatta botanist William Woolls in 1867. He recorded a number of rare species which were found nowhere else in the Western Sydney area, including **Native Holly** (*Alchornea ilicifolia*), **Native Cascarilla** (*Croton verreauxii*) and (*Sicyos australis*). These are now believed to be extinct at this site, however a number of species with rain forest affinities still persist, including **Whalebone Tree** (*Streblus brunonianus*), **Broad-leaved Brush Wilga** (*Geijera latifolia*) and **Red Olive Plum** (*Cassine australis*). (Benson & McDougall, 1991). Refer to Listing 'The Native Vineyard'.

Together these vegetation associations would have formed a vast and interrelated ecosystem of immense diversity and character.

2. The Impact of European Settlement

2.1. The Camden District

Since European settlement in the late 1790's, the Camden district has undergone enormous changes with most of the indigenous vegetation being cleared, fragmented and modified. Grazing of livestock and pasture enrichment has been the primary land use over this period. Furthermore, timber getting, cultivation and the introduction of exotic plants, the removal of

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the aboriginal population and subsequent changes in fire regimes, quarrying of coal, sand and soil, road construction and urban expansion have all made an enormous impact on the original natural ecosystem.

The most obvious changes have been the replacement of the original mature communities of vegetation by regrowth woodland, the fragmentation of these relatively immature communities into small and often isolated remnants and the introduction of weed species into these communities (Terry & Morgan, 1991). Local and regional extinction of both plant and animal species has occurred, some of which as recently as the 1960's. The Camden area contains about 250 native species of plants, of which 113 are now considered as vulnerable (Benson & McDougall, 1991). Perhaps the one lasting impression is the pace of change which saw the transformation of this district from a vast unexplored wilderness at the end of the 18th century to established rural and urban landscape today.

In spite of all the changes brought upon the pre European landscape, many areas still contain significant vestiges of the original vegetation, albeit in a modified and somewhat fragmented form. These remnants owe their survival to a number of historic factors including the establishment of larger early land grants, the pattern of clearing leases, the proximity to transport corridors, the type of agricultural development, the presence of competitive exotic plants and conservation efforts of the time.

Environmental factors such as poor saline soils in some low lying floodplain areas and the steeper hilly country of the north western sector would have limited the commercial viability of these areas and subsequently reduced the level of clearing and modification. The degree of disturbance and clearing, alterations to drainage, nutrient enrichment, altered fire regimes, location within the sub drainage catchment and the impact of weed introductions have all played a role in determining the quality and viability of these remnant communities.

Community and family interests also played an important role in conserving and protecting significant vegetation, such as Mrs Macarthur-Onslow's interest in protecting the **Narrow-leaved Ironbarks** (*Eucalyptus crebra*) at 'Macarthur Park', Camden. There was also widespread interest in certain local native specimens for ornamental and curiosity value as well as fodder trees in times of drought, such as **Kurrajongs** (*Brachychiton populneum*). Ironically, the Macarthur family also introduced many exotic plants to this area and a number of these have now become major weed species which compete aggressively against native remnant plant communities.

2.2. The Nepean River

In 1819, Quoy described the great contrast from Cumberland Plain woodlands to tall river flat forest of the Nepean River:

...up till then we had met with but poorly watered soil, only a portion of which seemed capable of cultivation, but on either side of the Nepean we saw unfold level country, where the trees were gigantic, and though numerous, growing far enough apart to leave spaces where many grasses grew, forming a magnificent meadow. (Burton, 1992).

The rich agricultural lands surrounding the Nepean River, its tributaries and associated floodplains were the focus of early development and have received the greatest level of

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modification and environmental degradation. The first 100 years of the colony was a period of immense agricultural expansion in the wake of the timber getters. Early records indicate that timber was cleared and harvested from the banks of streams and rivers with little regard to bank stability, erosion and siltation. Often land owners pushed cleared timber directly into the rivers to remove it from farmland.

There were few restrictions placed over logging activities, however by 1826, only four years after opening the country westward of the Nepean River, most of the alluvial land had been cleared and was being cultivated. River banks were undermined and collapsing into the river, while felled trees impeded water flow, leading to significant changes to the river channels and siltation. The introduction and spread of exotic weed species further compounded these problems. Water quality was becoming an issue as early as 1844. Nevertheless, environmental change and degradation continued unabated throughout the 19th and 20th centuries (Recher & Hutchings, 1992).

Remnant pockets of mature tall river flat forest and immature regrowth are still present to varying degrees along the river today, however its future viability is severely threatened by the alteration to the natural flow regime and competition from introduced exotic species. The remnant tall river flat forest in many sections of the river has been reduced to individual mature specimens standing above a dense understorey of exotic and invasive species. The river banks still contain some venerable old specimen trees from the original tall forest, occasionally up to 30 metres in height. The more common species include **Forest Red Gum** (*Eucalyptus tereticornis*), **River Peppermint** (*Eucalyptus elata*), **Broad-leaved Apple** (*Angophora subvelutina*), **Rough-barked Apple** (*Angophora floribunda*) and **River Oak** (*Casuarina cunninghamiana*), the **River Peppermint** (*Eucalyptus elata*) is most commonly found as young regrowth coppices, rather than as single old specimens. The **Manna Gums** (*Eucalyptus viminalis*), with their distinctive white bark and the small rough barked **Blue Box** (*Eucalyptus baueriana*) are generally rare, with a more sporadic distribution than the other listed tree species.

Weed species, which now dominate much of the banks of the Nepean River and its tributaries include **Honey-locust** (*Gleditsia triacanthos*), **Hackberry** (*Celtis occidentalis*), **Broad-leaved Privet** (*Ligustrum lucidum*), **Box Elder** (*Acer negundo*) and **Wild Olive** (*Olea africana*). In the 1830's Sir William Macarthur introduced some of these exotic species as hedge plants to the gardens, paddocks and arboretum at 'Camden Park'. These exotics later become garden escapes, freely colonising the riverbanks of the Nepean River and its tributaries and spreading throughout the district. Although these naturalised exotic plants compete aggressively against native remnant vegetation and prevent regeneration, they now play a vital role in mechanical stabilisation of the riverbanks in many areas. Furthermore, these trees are now a pivotal element in the cultural landscape of Camden and the Nepean River. Their presence in many places is indeed visually significant and evocative of the rural qualities of this district. A balanced and integrated weed management strategy is now needed; one which recognises the values of both remnant indigenous vegetation and the naturalised exotic plants which make up this landscape.

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3. The Cultural Landscape

3.1. Rural Beginnings and the Development of Camden

The Macarthur name is synonymous with the early development of this district. 'Camden Park' was originally established on an area of 2000 hectares, granted to John Macarthur in 1805, on the fertile soils adjacent to the Nepean River. Since the 1790's the area had been known as 'the Cowpastures', after the Colony's domesticated cattle had strayed from Sydney Cove and were some years later discovered in far greater numbers, here running wild. The richness of the area, which had been indicated by the cattle's preference, had created considerable interest within the Colony. John Macarthur's original grant was later increased to more than 3000 hectares through the acquisition of Walter Davidson's 'Belmont' and the area known as 'North Camden'.

A whole new cultural landscape evolved from these beginnings and in the process totally altered the pre existing landscape forever. The colony of New South Wales was entering a new period of consolidation from penal settlement towards a free society. As wealth was created, gardens and estates were increasingly used to signify a new permanence, attempting to emulate the grand gardens of Europe. Although being devoid of an aristocracy or fashion makers and provincial in nature, gardens were developed by borrowing on the traditions of the English Landscape School and European romanticism. Both were well established in Europe at the time New South Wales was founded and provided the main influence for garden design in these early years.

The landscape approach was generally to modify and enhance the standard of life in the colony. The built environment reflected the differences in community origins within the Counties, together with the cultural and artistic differences of London and abroad. These influences were displayed in the elaboration of workmanship, historic details and use of materials. Likewise, the landscape reflected local differences in approach and the fashions which dictate European thinking.

In 1812 a Government order was given, prohibiting anyone from crossing the Nepean River, with the exemption of members of the Macarthur and Davidson family and their servants. This prohibition was aimed at preserving the herd of cattle on 'the Cowpastures' the order operated for ten years, effectively restricting all other grants to the eastern side of the Nepean River and focusing on the area between Prospect and Camden. The major land grants of 'Macquarie Grove', 'Wivenhoe' (now 'Mater Dei'), 'Kirkham' (now 'Camelot'), 'Denbigh', 'Harrington Park' and 'Nonnorrah' (later 'Maryland') were all taken up between the years of 1812-1815.

By the time of opening of the country westward of the Nepean River in 1822 and the building of the Cowpastures Bridge at Camden in 1826, there was already growing settlements in the vicinity of Narellan and Elderslie, in the form of homesteads and huts, saw pits and loggers' camps, blacksmiths' forges, brickfields, mills, stores and grog shops (Proudfoot, 1990). Experienced agriculturalists and tradesmen were also in high demand from the owners of the various large estates. A rapid expansion of the population followed and many clearing leases were taken up in the Camden area during this period.

In 1836 plans were drawn for the township of Camden, one of the first 'private' towns in the colony. An ordered rectilinear layout, and the regulation hierarchy of streets (Argyle and

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John Streets are slightly wider) and basic town block dimensions were adopted. The town was to be located on an alluvial ridge, immediately west of the Nepean River on the 'North Camden' section of the Macarthur estate. Following the death of John Macarthur, his sons James and William advocated strongly for the town development and were closely involved in the establishment of many of its public buildings, including St John's Anglican Church and Rectory on the hill and allotments for the Catholic and Presbyterian churches. The population however, grew slowly after this time and there was a major set back to the town's growth in the 1860's as a result of the increasing rust problems in wheat (Proudfoot 1990).

3.2. The Landscapes of Colonial Rural Estates

The size and scale of rural estates contrasted with the intensive town centre development. 'Camden Park', the earliest and one of the largest estates in the district, continued to be the focus of agricultural, horticultural and pastoral development in the colony. Consequently, the 'Home Farm (Belgenny Homestead)' on the 'Camden Park' estate retained its importance as a centre in its own right, containing workmen's cottages, stables, blacksmiths, storage barns and maintenance sheds. In addition to the many agricultural and pastoral innovations and experimentation on the estate, Sir William, his brother James and their mother Elizabeth Macarthur had a special interest in horticulture. The 'Camden Park Nursery' was established in the 1830's and its first commercial plant catalogue released in 1843. Francis Ferguson, a former employee of Sir William Macarthur at the 'Camden Park Nursery' also established a further nursery in this district. The 'Ferguson's Australia Nursery', known on the original deeds as the 'Old Nursery' was located about one kilometre west of Camden.

By the mid 19th century, large gardens complemented a number of fine estates in the district. During the latter part of the 19th century, the romanticism in garden design was fused with the order of French neo classicism, the Italianate School and many other influences. Furthermore, these many competing design influences merged with the broader interest of collecting and borrowing on a diverse range of plants, made more accessible by the growth of the empire and improvements in communication. These new directions created the gardenesque movement which was marked by an eclectic mix of styles and collections of botanic curiosities from around the world.

Significantly, it was the native rain forest trees which captured the greatest interest, providing visual relief from the grey greens of the surrounding Eucalypt dominated woodlands. Following in the wake of the Red Cedar cutters, botanists and seed collectors brought to commercial nurseries, a wide range of lush densely foliated trees from the native rain forests of the Illawarra and further a field along the New South Wales north coast and Queensland coastal areas.

Commonly cultivated rain forest trees included the **Silky Oak** (*Grevillea robusta*), **Illawarra Flame Tree** (*Brachychiton acerifolia*), **White Cedar** (*Melia azedarach*), **Blackbean** (*Castanospermum australe*) and the **Firewheel Tree** (*Stenocarpus sinuatus*). Other significant and rare specimen rain forest plantings include stunted **Macadamia Nut Trees** (*Macadamia integrifolia*) and **Tuckeroo** (*Cupaniopsis anacardioides*). These ornamental and exotic looking trees provided a link with the colony's heritage and the green memory of European trees as well as evoking the romanticism of a lush antipodeans paradise. Although there are still remnants of these species in early gardens, many rain forest trees were not

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suiting to the dryness and the frosts experienced in this district, thus planting palettes had to be modified.

The exotic and hardy ornamental **Chinese Elms** (*Ulmus parvifolia*), **Pepper Trees** (*Schinus ariera*), **Jacarandas** (*Jacaranda mimosifolia*), **Hackberry** (*Celtis occidentalis*), **Pencil Pines** (*Cupressus sempervirens*), **Funeral Cypress** (*Cupressus funebris*) and other **Cypresses** (*Cupressus spp.* and *Thuja sp.*) and the native, locally occurring **Kurrajong** (*Brachychiton populneum*) remain the most common sub dominants, ornamental species in this district. The ornamental, smooth barked **Lemon-scented Gum** (*Eucalyptus citriodora*), although not indigenous to this area, was a favoured native Eucalypt species in these early planting schemes.

Other less common species included the **Carob Bean** (*Ceratonia siliqua*), **London Plan Tree** (*Platanus hybrida*), **English Oak** (*Quercus robur*), **Holm Oak** (*Quercus ilex*), **Sweet Osmanthus** (*Osmanthus fragrans*), **Common Holly** (*Ilex aquifolium*) and **Norfolk Island Hibiscus** (*Lagunaria patersonia*). Windbreak and hedgerow plantings were dominated by **Lombardy Poplars** (*Populus nigra 'italica'*) and **Cottonwood Poplars** (*Populus deltoides*) as well as species which have become naturalised such as **Wild Olives** (*Olea africana*), **Honey-locust** (*Gleditsia triacanthos*) and **Large-leaved Privet** (*Ligustrum lucidum*). The ornamental **Osage Orange** (*Maclura pomifera*) was another, somewhat rare, hedgerow planting.

The tall, emergent **Bunya Pine** (*Araucaria bidwillii*) and **Hoop Pine** (*Araucaria cunninghamii*) from the drier rain forests of the Bunya Mountains and parts of the north coast of NSW and Queensland proved to be particularly suitable tree species. These native pines with their imposing scale, bold symmetry and distinctive dense green foliage, were planted on the hill top sites around the homesteads and villas of the grand estates, thus visually locating these buildings from a great distance. These species, more than any other, set a definitive grand character to these 19th century landscapes. In coastal Sydney, these pines were usually planted in association with massive **Moreton Bay Figs** (*Ficus macrophylla*) and other Fig species, however these are rare in this district, usually stunted and in poor condition. Similarly, the **Norfolk Island Pine** (*Araucaria heterophylla*), historically the most common component of these Araucaria plantings in Sydney and along the coast, is notably absent from most of these local planting schemes. In response to the drier climate and colder winter nights, hardy exotic pines such as **Monterey Pine** (*Pinus radiata*), **Stone Pine** (*Pinus pinea*) and **Loblolly Pine** (*Pinus taeda*) were planted as co dominants to the Araucarias.

Palms continue this early exotic theme and later reinforced through further palm plantings after the First World War. The tall, exotic **Washington Palm** (*Washingtonia robusta*) is a component of many historic plantings around homesteads in this district. This palm was favoured over the **Cabbage Palm** (*Livistona australis*), a native of the coastal rain forests, as it proved to be a more hardy palm to drought and frost. Nevertheless, Camden contains some rare and significant plantings of the Cabbage Palm. Furthermore, the **Chilean Wine Palm** (*Jubaea chilensis*), a very rarely planted palm in Sydney, is of great botanical significance to Camden. They appear to be first connected with Sir William Macarthur and form a significant component of many historic plantings in the area.

Many of the larger 19th century estates display a number of common thematic elements and similarities in the planting palette and landscape layout. The homestead or villa was usually

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located on a commanding hill top position with panoramic views of the surrounding country side. There were often two sets of gates, firstly to the outer paddocks and secondly to the inner gardens surrounding the residence. The very hardy and long lived **Century Plant** (*Agave americana*) was used in early schemes, as a dramatic accent plant at the entrance to properties (eg Cawdor Road).

The inner gardens around the residence were delineated by hedgerow or windbreak plantings, ranging from shrubs to tall trees. These plantings nowadays are commonly a random mixture of naturalised species, however on some properties it appears that only one species was used or two species, planted alternatively to provide a mixed deciduous/evergreen hedgerow (eg *Burnham Grove*). The gates, posts and immediate fences were generally constructed in timber, though wrought iron gates and brick masonry piers have been used in some instances (eg *Camelot*). A gatehouse or gate keeper's lodge may have also been located adjacent to the entry gates (eg *Maryland*).

Typically, on entering the inner garden area, a curving gravel driveway first leads the visitor through an unkempt 'wilderness' area of tangled tree canopies, shrubs and vines before reaching a circular turn around and drop off point, adjacent to the main entry of the house. This focal area usually opens out to a formal, flat lawn, bordered by tree plantings and garden beds. It contrasts sharply with the previous plantings and is generally the most highly maintained of all landscaped areas.

A 'wilderness' area was typical of many of the larger estate plantings (Refer to *Denbigh*, *Maryland*, *Camelot*, *Gledswood*, the Macarthur Cemetery at *Camden Park* and substantially modified at *Harrington Park*). These are magnificent cloistered, mysterious and eerie landscapes. They are located quite close to the homestead and contain a variety of 'wild' shrubs, hedgerow plants and vines, dominated by species now considered weeds. These areas form a vegetative buffer or extended windbreak planting to the house. **Wild Olives** (*Olea africana*) often dominate the understorey, with their tangled canopies interconnecting over the driveway, creating a 'gothic' landscape composition.

Low clipped formal hedges often lined the driveway edges through the 'wilderness' and onto the formal gardens but now many of these are overgrown. Typical formal hedging plants included **Sky Flower** (*Duranta repens*), **Cape Honeysuckle** (*Tecomaria capensis*) and **Cape Plumbago** (*Plumbago auriculata*). The groundcovers, *Agapanthus* (*Agapanthus orientalis*) and **Kaffir Lily** (*Clivea miniata*) were also commonly used as border plants in these areas and the formal gardens. The formal garden beds contained an eclectic mix of ornamental trees, fruit/orchard trees, shrubs, rose beds and perennial borders in the gardenesque style. These plants were set within rigid geometric or curvilinear pathways, often bordered by low hedge plants. Most of these original formal estate gardens require intensive maintenance and replanting by trained horticulturists. Consequently many gardens have fallen into disrepair over time as maintenance has been reduced. More recent and unsympathetic plantings have sometimes blurred the impact and original design intent. *Gledswood*, *Denbigh*, Belgenny Homestead at *Camden Park* and *Burnham Grove* are notable exceptions, displaying sensitive approaches to landscape maintenance and design for these gardens.

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4. Community Planting Schemes

In parallel with the development of large estates and gardens during the late 19th century, a tradition of public parks, gardens and street tree planting was also established, ensuring public access to open spaces for recreation and embellishment of the town centre. Similarly, ecclesiastical plantings associated with church yards and cemeteries continue the same palette of plants as the rural estates. In particular, **Pencil Pines** (*Cupressus sempervirens*), **Funeral Cypress** (*Cupressus funebris*) and other **Cypresses** (*Cupressus spp.* and *Thuja sp.*) are emphasised in these schemes.

Commemorative plantings, associated with important people in the community and events, such as the World Wars earlier this century, were often featured in these public landscapes (eg *Camden Hospital grounds* and memorial avenue plantings along the Hume Highway). The elevated site of '*Macarthur Park*', Camden, is an outstanding important element in this park scheme. The '*Onslow Park (Showground)*' is a further example of the strong links with the surrounding rural landscape (Refer to Listings). Landscaping of these areas followed from the models for the larger estates and botanic gardens. The species used in these public schemes were often identical to those used on the rural estates. Thus, the parkland and streetscapes of Camden have in many ways continued to complement the plantings which have characterised rural private estates. This has significantly added to the depth of these cultural and historic plantings throughout the district and created a strong cohesive landscape quality.

Photographs dating from 1896 and 1906 show John Street with mature street tree plantings of **Monterey Pines** (*Pinus radiata*) and **Pepper Trees** (*Schinus areira*). Each tree was protected from the ravages of wandering livestock by a heavy timber guard. By 1923 however, records show that a recommendation was made to remove the large Pepper Trees as a result of root damage to neighbouring properties and services. The Monterey Pines also disappeared. New planting schemes replaced many of these earlier trees however the species selected have not been recorded. Nevertheless, many of the street trees throughout Camden town centre and Elderslie still retain close links with historic rural plantings (Refer to Listings). For example, the **Jacaranda** (*Jacaranda mimosifolia*) remains a pivotal element in these street planting schemes while the major entry/exit points to Camden retain the important rural windbreak species, **Lombardy Poplar** (*Populus nigra var. italica*).

Importantly, the substantial plantings of **Liquidambar** (*Liquidambar styraciflua*) along Camden Valley Way, near the Cowpastures Bridge is a good example of recent sensitive cultural plantings, which in time will reinforce the quality of deciduous historic plantings in this district. This deciduous species, with its autumn foliage of bright reds and oranges, will provide a magnificent visual and seasonal display, against the backdrop of hedgerows and other Lombardy Poplar and Southern Cottonwood 'escapes' along the roadside.

Unfortunately, the older street tree plantings are more often in contrast with recent suburban plantings. The increasing suburban development of the local government area has reflected a particular period of interest in the use of native Australian species, particularly Eucalyptus **She-Oaks** (*Casuarina spp.*). This planting palette gained wide support in the early 70's and has only in recent years been supplanted by greater interest in the use of local indigenous species and ornamental exotics. These are trends and styles which have characterised the history of this landscape, however the pattern of developing suburban growth is

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systematically erasing all vestiges of both the remnant vegetation and the rural cultural plantings of Camden.

Residential development in the suburbs of South Camden (Elizabeth Macarthur Estate), Elderslie and Narellan, as well as the estates of Currans Hill, Mount Annan and Grasmere all reflect these changes. Notwithstanding this, there are some fine native street plantings (eg Bruchhauser Estate, Elderslie), but the **Tallowwoods** (*Eucalyptus microcorys*) here are an alien Australian species. These native trees from the NSW north coast have no relevance to the historic or remnant native landscapes of Camden. Similarly, the magnificent woodland remnants in Elizabeth Macarthur Estate, dominated by the **Narrow-leaved Ironbark** (*Eucalyptus crebra*), are slowly being fragmented and replaced with other ornamental trees. The streets have been planted with similar but generic Australian species, such as the ubiquitous **Narrow-leaved Peppermint** (*Eucalyptus nicholii*) and the more ornamental **Pink Flowering Mugga Ironbark** (*Eucalyptus sideroxylon* var. *rosea*). An indigenous and truly distinctive heritage landscape is thus degraded and devalued.

Over recent years the use of local native species has come to the fore and many local plant nurseries now stock local indigenous plant species.

It is equally important to recognise the heritage values of the original remnant vegetation as it is the culturally and historically significant planting since settlement. The remnant vegetation is a major component in establishing the landscape context and the local identity of this area. Furthermore, the district's landscape quality is drawn largely from its rural background and history. Landscape quality is derived from the sum of these factors; it is the balance between the natural remnant vegetation and the cultural landscape. The two are intrinsically intertwined and both are threatened landscapes within the context of suburban development. (Camden Significant Tree & Landscape Register 1993 & 2007)



Figure A – A photograph of St John's Anglican Church, Camden taken by 1896 shows that a pair of **Forest Red Gums** (*Eucalyptus tereticornis*) (right), remnants of the original woodland, were large specimens even at this time. The same trees are still thriving on the

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site. One large **Pencil Pine** (*Cupressus sempervirens*) remains from this planted group in front of the church. The immature **Monterey Pines** (*Pinus radiator*) (left) were possibly removed at a latter date.

Photo taken by Kerry & Co. courtesy of Camden Historical Society



Figure B – A photograph taken at possibly the same time as Figure A, shows John Street, Camden looking south towards the hill and St John's Anglican Church. During the 1890's the street was planted with a mixed avenue of **Pepper Trees** (*Schinus areira*), **Monterey Pines** (*Pinus radiator*) and possibly another unidentified species. Each tree was protected from the ravages of wandering livestock by a heavy timber guard.

Photo taken by Kerry & Co. courtesy of Camden Historical Society

4.1. Present-day Tree Planting

Tree planting in Camden is currently being driven by development and urban growth. This growth generates opportunities for tree planting in new riparian and bush conservation areas, public open space, infill private and commercial development, public authority infrastructure projects (RMS, State Rail), Council works program and private residential tree planting.

Tree planting generally falls into one of several categories of planting;

- street tree planting ie. new residential street
- group tree planting ie. pocket park
- tree planting within landscaping ie. child care centre, industrial complex, road reserve (Camden Valley Way dual carriageway project)
- mass planting ie. conservation areas

Each year Council is responsible for the planting of a considerable number of trees as either infill street tree planting in existing urban areas, conservation areas and parkland

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embellishment however the majority of tree planting currently undertaken within the LGA is carried out by others.

Council is the consenting authority and has final say on the type and location of almost all new trees planting. Where Council does not have final say, for example State projects the Council nevertheless is provided opportunity to comment on the suitability of proposed trees and landscaping on areas to be developed. By making these lists of suitable trees available to the community it is envisaged that tree planting will be conducted in a more informed way.

With many thousands of trees currently being planted and with many more thousands to be planted in the near future suitable tree selection has never been more important.

The second half of this document is divided into a series of lists containing tree species deemed to be suitable for use in particular situations. The title of each list describes the intended purpose and application of the species to be used. For example the street tree planting list is the list of trees that a developer is confined to choose from where street tree planting is concerned. The replacement or infill street tree planting list differs slightly to the street tree list in that it contains species that the Council would not approve in a new streetscape but will use in an existing streetscape to maintain continuity and uniformity.

The remaining sections are self evident in name and are more of a resource to be drawn upon where site constraints, or where specific site objectives need to be met. For instance a site may have a salt issue or there maybe existing overhead power lines.

Many tree species appear in multiply lists because their characteristics and performance is suited to a range of situations.

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CULTURALLY SIGNIFICANT SPECIES

List Objective: To provide a complete list of trees recognised as significant and reflective of Camden's natural, cultural and commemorative history.

Application: The list of significant trees and vegetation is a list of trees that mark different periods of Camden's development since settlement. Many of the species are only suited to large open spaces. Many of the trees are now considered weed species and their use is discouraged. Specialist advice is required before selecting trees from this list.

Botanical Name	Common Name
<i>Acacia parramattensis</i>	Green Wattle
<i>Acer negundo</i>	Box Elder
<i>Adiantum aethiopicum</i>	Maidenhair Fern
<i>Agapanthus orientalis</i>	Agapanthus
<i>Agathis robusta</i>	Kauri Pine
<i>Agave americana</i>	Century Plant
<i>Alectryon subcinereus</i>	Wild Quince
<i>Angophora costata</i>	Sydney Pink Gum
<i>Angophora floribunda</i>	Rough-barked Apple
<i>Angophora subvelutina</i>	Broad-leaved Apple
<i>Araucaria bidwillii</i>	Bunya Pine
<i>Araucaria cunninghamii</i>	Hoop Pine
<i>Araucaria heterophylla</i>	Norfolk Island Pine
<i>Arbutus unedo</i>	Irish Strawberry Tree
<i>Arecastrum romanzoffianum</i>	Queen Palm
<i>Bambusa sp.</i>	Giant Bamboo
<i>Banksia integrifolia</i>	Coastal Banksia
<i>Brachychiton acerifolium</i>	Illawarra Flame Tree
<i>Brachychiton discolor</i>	Lacebarks
<i>Brachychiton populneum</i>	Kurrajong
<i>Brachychiton rupestre</i>	Queensland Bottle Tree
<i>Callitris rhomboidea</i>	Port Jackson Pine
<i>Calodendron capense</i>	Cape Chestnut
<i>Calodendron tomentosum</i>	Hairy Calodendron
<i>Camellia spp.</i>	Camellias
<i>Carya illinoensis</i>	Pecans
<i>Cassine australis</i>	Red Olive Plum
<i>Castanospermum austale</i>	Blackbean
<i>Casuarina cunninghamiana</i>	River Oak
<i>Casuarina glauca</i>	Swamp Oak
<i>Cedrus atlantica</i>	Atlantic Cedar
<i>Cedrus deodara</i>	Deodar Cedar
<i>Celtis australis</i>	Nettle Tree

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Attachment 3

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Botanical Name	Common Name
<i>Celtis occidentalis</i>	Hackberry
<i>Certonia siliqua</i>	Carob Tree
<i>Cinnamomum camphora</i>	Camphor Laurel
<i>Cissus antarctica</i>	Kangaroo Vine
<i>Citriobatus pauciflorus</i>	Orange-Thorn
<i>Corylus avellana</i>	European Hazels
<i>Corymbia citriodora</i>	Lemon-scented Gum
<i>Corymbia maculata</i>	Spotted Gum
<i>Cotoneaster</i> sp.	Cotoneaster
<i>Cupaniopsis anacardiodes</i>	Tuckeroo
<i>Cupressus arizonica</i> 'glabra'	Arizona Cypress
<i>Cupressus funebris</i>	Funeral Cypress
<i>Cupressus macrocarpa</i>	Monterey Cypress
<i>Cupressus macrocarpa</i> 'aurea erecta'	Golden Monterey Cypress
<i>Cupressus sempervirens</i>	Pencil Pine
<i>Dioscorea transversa</i>	Pencil Yam
<i>Diospyros kaki</i>	Persimmon
<i>Duranta repens</i>	Sky Flower
<i>Eriobotrya japonica</i>	Loquat
<i>Eucalyptus amplifolia</i>	Cabbage Gum
<i>Eucalyptus baueriana</i>	Blue Box
<i>Eucalyptus benthamii</i>	Camden White Gum
<i>Eucalyptus crebra</i>	Narrow-leaved Ironbark
<i>Eucalyptus elata</i>	River Peppermint
<i>Eucalyptus eugenoides</i>	Thin-leaved Stringybark
<i>Eucalyptus globulus</i>	Tasmanian Blue Gum
<i>Eucalyptus melliodora</i>	Yellow Box
<i>Eucalyptus moluccana</i>	Grey Box
<i>Eucalyptus nicholii</i>	Narrow-leaved Peppermint
<i>Eucalyptus pilularis</i>	Blackbutt
<i>Eucalyptus robusta</i>	Swamp Mahogany
<i>Eucalyptus sideroxylon</i> 'rosea'	Pink Flowering Ironbark
<i>Eucalyptus tereticornis</i>	Forest Red Gum
<i>Eucalyptus viminalis</i>	Ribbon or Manna Gum
<i>Euphorbia ingens</i>	Candelabra Tree
<i>Eustrephus latifolius</i>	Wombat Berry
<i>Ficus macrophylla</i>	Moreton Bay Fig
<i>Ficus rubiginosa</i>	Port Jackson Fig
<i>Fraxinus biltmoreana</i>	Pennsylvania Ash
<i>Fraxinus excelsior</i> 'aurea'	Golden Ash
<i>Fraxinus oxycarpa</i>	Desert Ash
<i>Fraxinus oxycarpa</i> var. <i>Raywoodii</i>	Claret Ash

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Botanical Name	Common Name
<i>Geijera latifolia</i>	Broad-leaved Brush Wilga
<i>Gleditsia triacanthos</i>	Honey-locust
<i>Gleditsia triacanthos</i> var. Sunburst	Golden Honey-locust
<i>Grevillea robusta</i>	Silky Oak
<i>Ilex aquifolium</i>	Common Holly
<i>Jacaranda mimosifolia</i>	Jacaranda
<i>Jubaea chilensis</i>	Chilean Wine Palms
<i>Lagunaria patersonia</i>	Norfolk Island Hibiscus
<i>Laurus nobilis</i>	Sweet Bays
<i>Ligustrum lucidum</i>	Large-leaved Privet
<i>Ligustrum sinensis</i>	Small-leaved Privet
<i>Liquidamber styraciflua</i>	Liquidamber
<i>Liriodendron tulipifera</i>	Tulip Tree
<i>Livistona australis</i>	Cabbage Palms
<i>Lophostemon confertus</i>	Brush Box
<i>Macadamia integrifolia</i>	Macadamia Nut Tree
<i>Maclura pomifera</i>	Osage Orange
<i>Macrozamia communis</i>	Burrawangs
<i>Magnolia grandiflora</i>	Bull Bay Magnolia
<i>Malus sylvestris</i>	Apple Tree
<i>Melaleuca</i> sp.	Paperbark
<i>Melaleuca styphelioides</i>	Prickly Paperbark
<i>Melia azedarach</i>	White Cedar
<i>Morus alba</i>	Mulberry
<i>Nerium oleander</i>	Oleander
<i>Olea Africana</i>	Wild Olive
<i>Osmanthus fragrans</i>	Sweet Osmanthus
<i>Pandorea pandorana</i>	Wonga Vine
<i>Pellaea falcata</i>	Sickle Fern
<i>Phoenix canariensis</i>	Canary Island Date Palm
<i>Phoenix dactylifera</i>	Date Palm
<i>Phoenix reclinata</i>	Senegal Date Palm
<i>Phoenix rupicola</i>	Cliff Date Palm
<i>Photinia serratifolia</i>	Chinese Hawthorn
<i>Pinus pinea</i>	Stone Pine
<i>Pinus ponderosa</i>	Western Yellow Pine
<i>Pinus radiata</i>	Monterey Pine
<i>Pinus taeda</i>	Loblolly Pine
<i>Platanus x hybrida</i>	London Plane Tree
<i>Plumbago auriculata</i>	Cape Plumbago
<i>Podocarpus elatus</i>	Plum Pine
<i>Populus alba</i>	White Poplar

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Attachment 3

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Botanical Name	Common Name
Populus deltoides	Cottonwood Poplars
Populus nigra 'italica'	Lombardy Poplars
Prunus sp.	Flowering Plum
Quercus ilex	Holm Oak
Quercus palustris	Pin Oak
Quercus robur	English Oak
Robinia pseudoacacia	Black Locust Tree
Rosa sp.	Roses
Salix babylonica	Weeping Willows
Sapium sebiferum	Chinese Tallowwood
Schinus areira	Pepper Tree
Solanum laciniatum	Kangaroo Apple
Stenocarpus sinuatus	Firewheel Tree
Streblus brunonianus	Whalebone Tree
Syzygium australe	Brush Cherry
Taxus sp.	Yew
Tecomaria capensis	Cape Honeysuckle
Thuja orientalis	Bookleaf Cypress
Thuja spp. and Cupressus spp.	Cypress
Toona australis	Red Cedar
Trachycarpus fortunei	Windmill Palm
Ulmus parvifolia	Chinese Elm
Ulmus procera	English Elm
Washingtonia robusta	Washington Palm
Wisteria sinensis	Wisteria
Yucca aloifolia	Spanish Bayonet