



Camden Council

Attachments

Ordinary Council Meeting
9 December 2014

Camden Civic Centre
Oxley Street
Camden



ORDINARY COUNCIL

ATTACHMENTS - ORDINARY COUNCIL

ORD01	Subdivision to Create 121 Community Title Residential Lots, Community Association Land and Associated Site Works at 2A Dan Cleary Drive and C Forestgrove Drive, Harrington Park	
	Attachment 1: Subdivision Plan.....	7
	Attachment 2: Signage Plan	9
	Attachment 3: Engineering Plan	11
	Attachment 4: Harrington Grove Indicative Road Hierarchy Plan	12
ORD02	Camden Local Environmental Plan 2010 Amendment No. 33 - Canal Lands at Gregory Hills	
	Attachment 1: Revised Planning Proposal - Version F - Post Exhibition	13
	Attachment 2: Gateway Determination.....	42
	Attachment 3: Draft Gregory Hills Planning Agreement	50
ORD03	Payment of Expenses and Provision of Facilities to the Mayor and Councillors Policy	
	Attachment 1: DRAFT Policy - as exhibited	144
	Attachment 2: DRAFT Policy - for re-exhibition.....	164
ORD04	Boundary Re-Alignment - East Leppington (Willowdale)	
	Attachment 1: LGA Boundary Amendment	184
ORD06	Policy Dealing with Domestic Violence at Work	
	Attachment 1: Dealing with Domestic Violence at Work Policy	185



ORD07 Request to Apply for Biodiversity Certification of Emerald Hills Estate
Attachment 1: Emerald Hills - Draft Indicative Layout Plan 190



ORD01

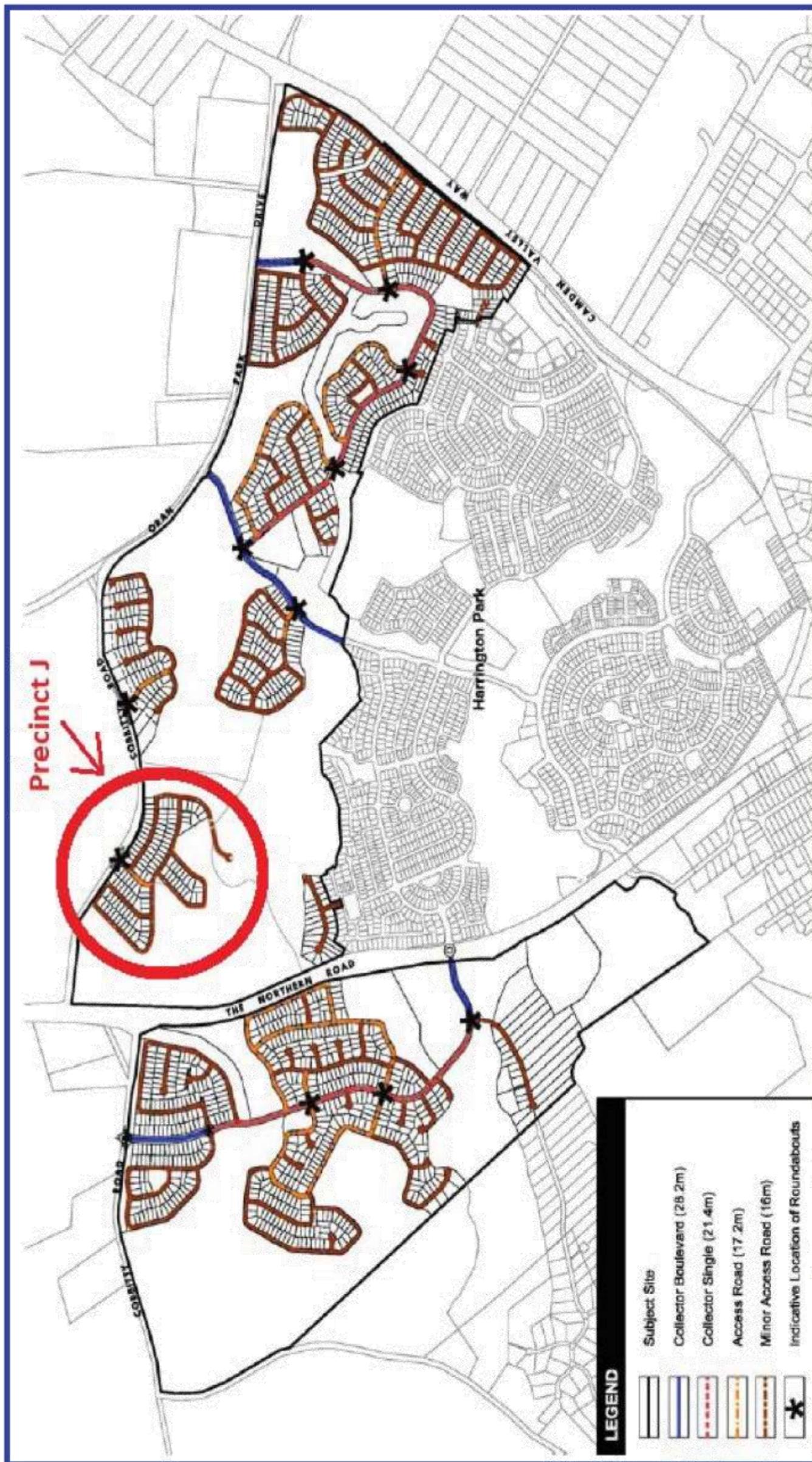
Attachment 1

ORD01

Attachment 1



Figure C32 – Harrington Grove Indicative Road Hierarchy Plan





CAMDEN COUNCIL PLANNING PROPOSAL

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

Date: December 2014 (Version F)

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

ORD02

Attachment 1

Contents

Background 3

Part 1 – Objectives or Intended Outcomes 6

Part 2 – Explanation of provisions 6

Part 3 – Justification 7

PART 4 – MAPS 21

PART 5 – COMMUNITY CONSULTATION 21

PART 6 – PROJECT TIMELINE 21

Conclusion..... 22

Schedule of Attachments..... 22

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

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.

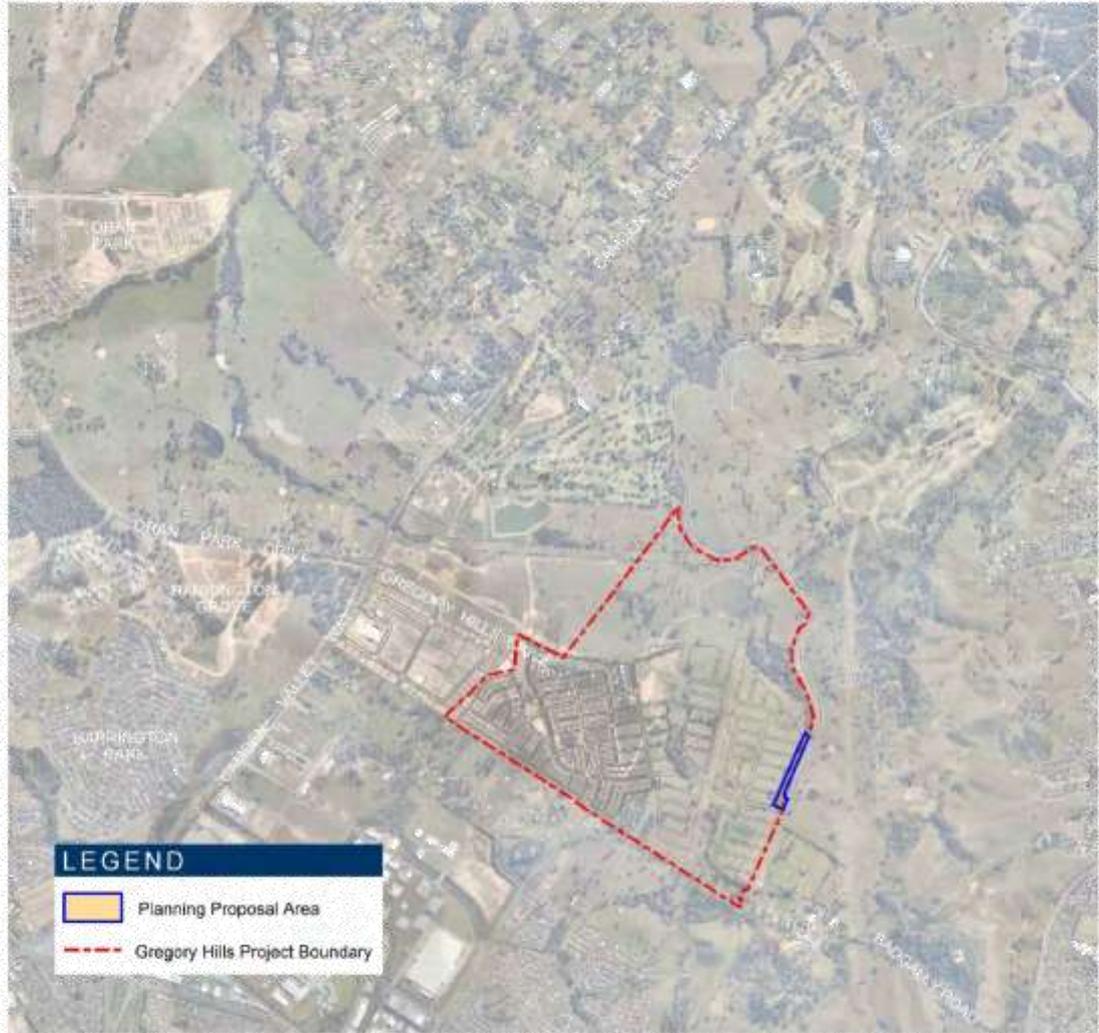
The following chapters in this Planning Proposal report provide a more detailed justification of the proposal, and expand on the matters outlined above.

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

ORD02

Attachment 1

Locality Plan



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

Site Plan



ORD02

Attachment 1

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.

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

ORD02

Attachment 1

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>

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

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>

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.

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

- 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

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

ORD02

Attachment 1

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		

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

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		

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

ORD02

Attachment 1

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		

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

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.

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

ORD02

Attachment 1

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.

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

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.

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

ORD02

Attachment 1

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.

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

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.

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

ORD02

Attachment 1

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 any environmentally significant features.

Existing controls relating to Environmental Management in Section B1 of 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 effects?

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?

In accordance with the Gateway Determination, Council has consulted with the NSW Rural Fire Services, the Office of Environment & Heritage (Heritage Branch), and the Sydney Catchment Authority. These public authorities have raised no objection to the Planning Proposal.

It should be noted that the Office of Environment & Heritage (OEH) have made comment regarding setbacks and the need for a perimeter road. The Turner Road DCP (which applies to land bordering the subject site) includes specific controls that address these issues. In order to develop land in a logical fashion, the Turner Road DCP provisions will inform the assessment of the development application. In addition, the DA will be assessed against relevant heritage provisions contained within the Camden DCP 2011.

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

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 draft amendment to the Gregory Hills VPA was publically exhibited for a period of 28 days from 22 October 2014 to 19 November 2014. A notification was placed in the local newspaper with the exhibition material available on Council's website and available at Council Customer Service Centres and Libraries. A letter was also sent to adjoining land owners inviting comment on the Planning Proposal.

During the exhibition period, Council did not receive any objections to the matter.

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 required by Gateway determination)	September / October 2014
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	December 2014

ORD02

Attachment 1

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

proposal post exhibition	
Date of submission to the department to finalise the LEP	December 2014
Anticipated date RPA will make the plan (if delegated)	January/February 2014
Anticipated date RPA will forward to the department for notification	January/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.

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

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



ORD02

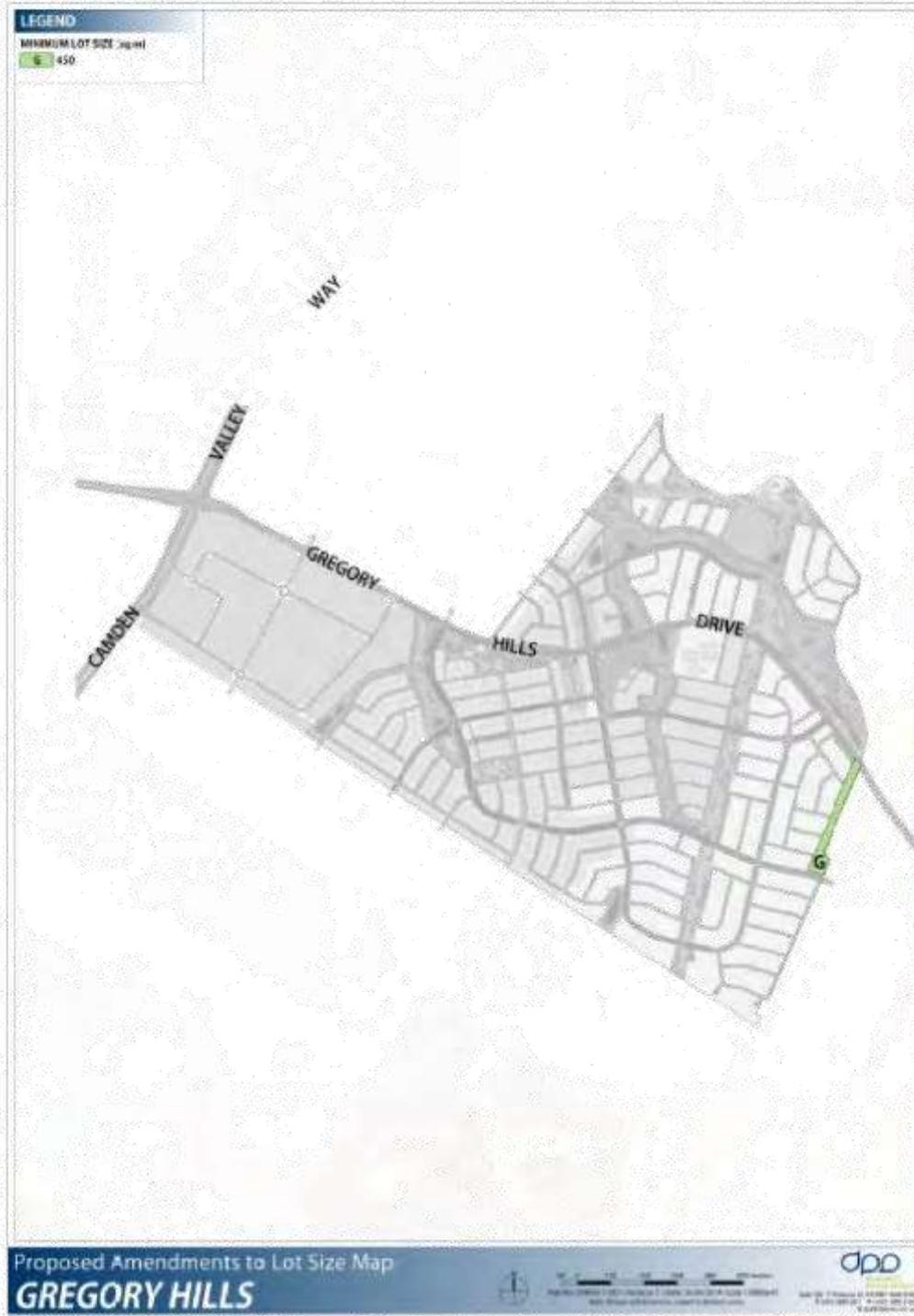
Attachment 1

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Attachment 1

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

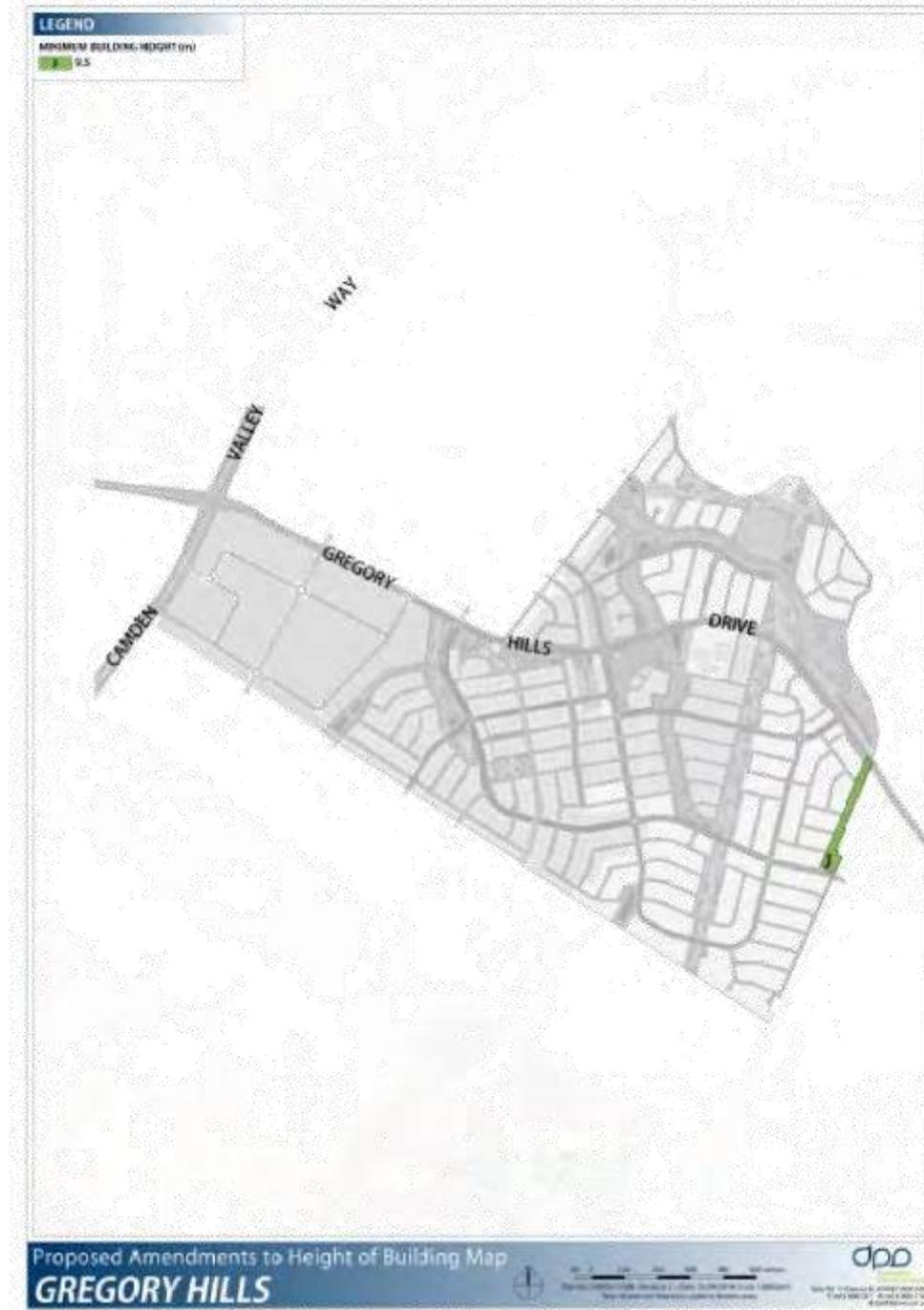
Attachment 2
Proposed Amendments to Camden Local Environmental Plan 2010 Lot Size Map



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



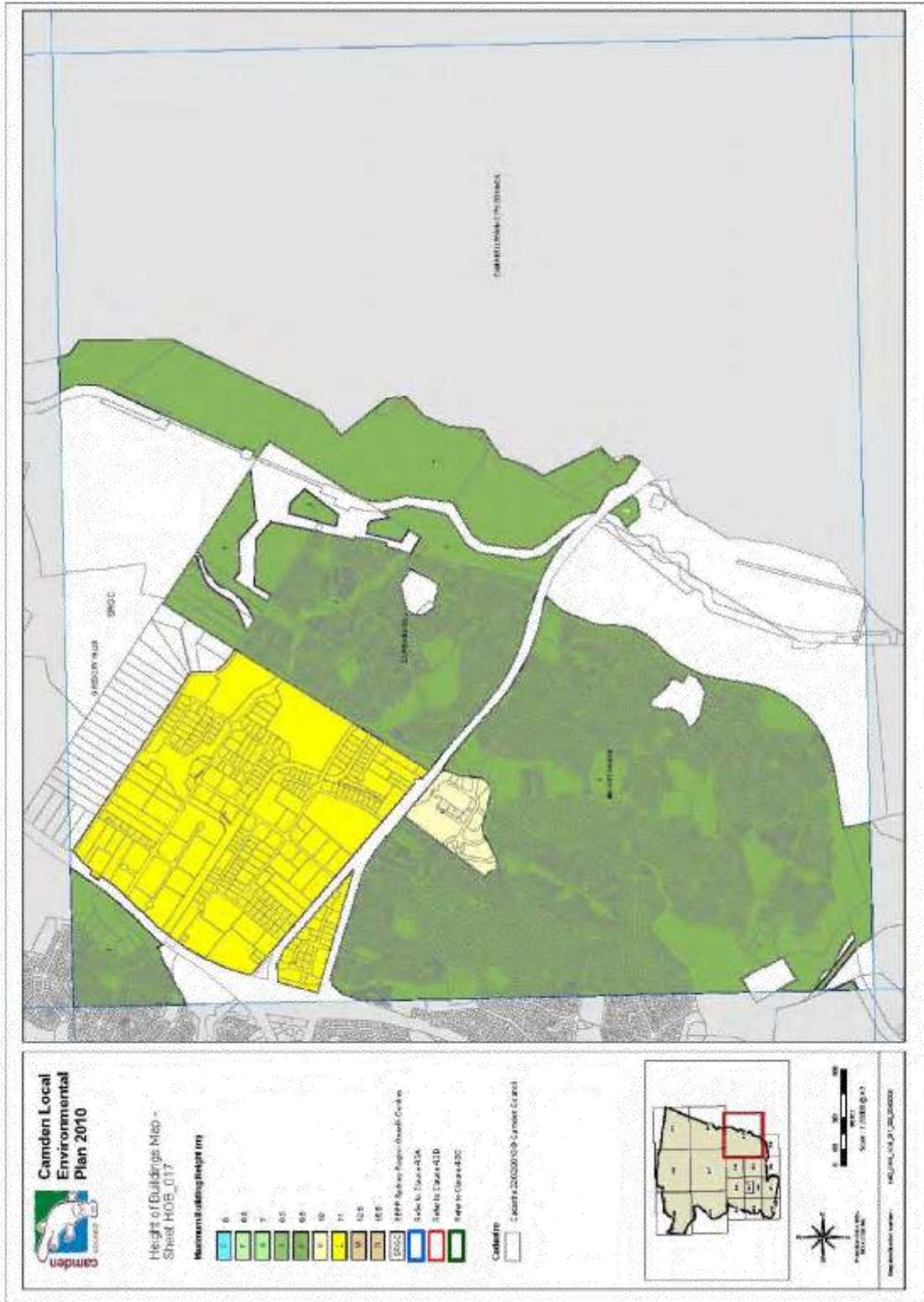
ORD02

Attachment 1

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Attachment 1

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



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 |



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 9860 1560 | F 02 9860 1699 |

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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 2

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:

ORD02

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:

Attachment 2

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?		✓	✓	

ORD02

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.

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Attachment 3



lindsaytaylorlawyers
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:

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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

Table of Contents

Summary Sheet	3
Parties	4
Background	4
Operative provisions	4
1 Interpretation.....	4
2 Status of this Deed.....	5
3 Commencement.....	5
4 Warranties.....	5
5 Amendment of Planning Agreement.....	6
6 Costs.....	6
7 Entire Deed.....	6
8 Governing law and jurisdiction.....	6
9 No fetter.....	6
10 Severability.....	6
11 Explanatory Note.....	7
Execution	8
Appendix 1	10
Appendix 2	11

Attachment 3

ORD02

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

ORD02

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



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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

ORD02

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



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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

11

Attachment 3

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



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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

Table of Contents

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

ORD02

Attachment 3

24	Provision of Security	20
25	Release & return of Security	21
26	Call-up of Security	21
Part 6 - Other Provisions.....		22
27	Recovery of cost of Work carried out by the Council	22
28	Enforcement in a court of competent jurisdiction	22
29	Dispute Resolution – expert determination.....	22
30	Dispute Resolution – mediation	23
31	Registration of this Agreement	23
32	Compulsory Acquisition	24
33	Assignment, sale of Land, etc	25
34	Monitoring & review of this Agreement.....	26
35	Variations to Contribution Items and Staging	27
36	Notices	27
37	Approvals and Consent	28
38	Legal costs.....	28
39	Entire Agreement.....	28
40	Further acts.....	28
41	Notations on section 149(2) Planning Certificates	29
42	Governing law and jurisdiction.....	29
43	Joint and individual liability and benefits.....	29
44	No fetter	29
45	Representations and Warranties	29
46	Severability	29
47	Modification.....	30
48	Waiver.....	30
49	GST.....	30
50	Explanatory Note relating to this Agreement.....	31
Schedule 1		32
Schedule 2		38
Schedule 3		39
Execution.....		76
Appendix A.....		78
1.1	Flooding and Watercycle Management	78

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.

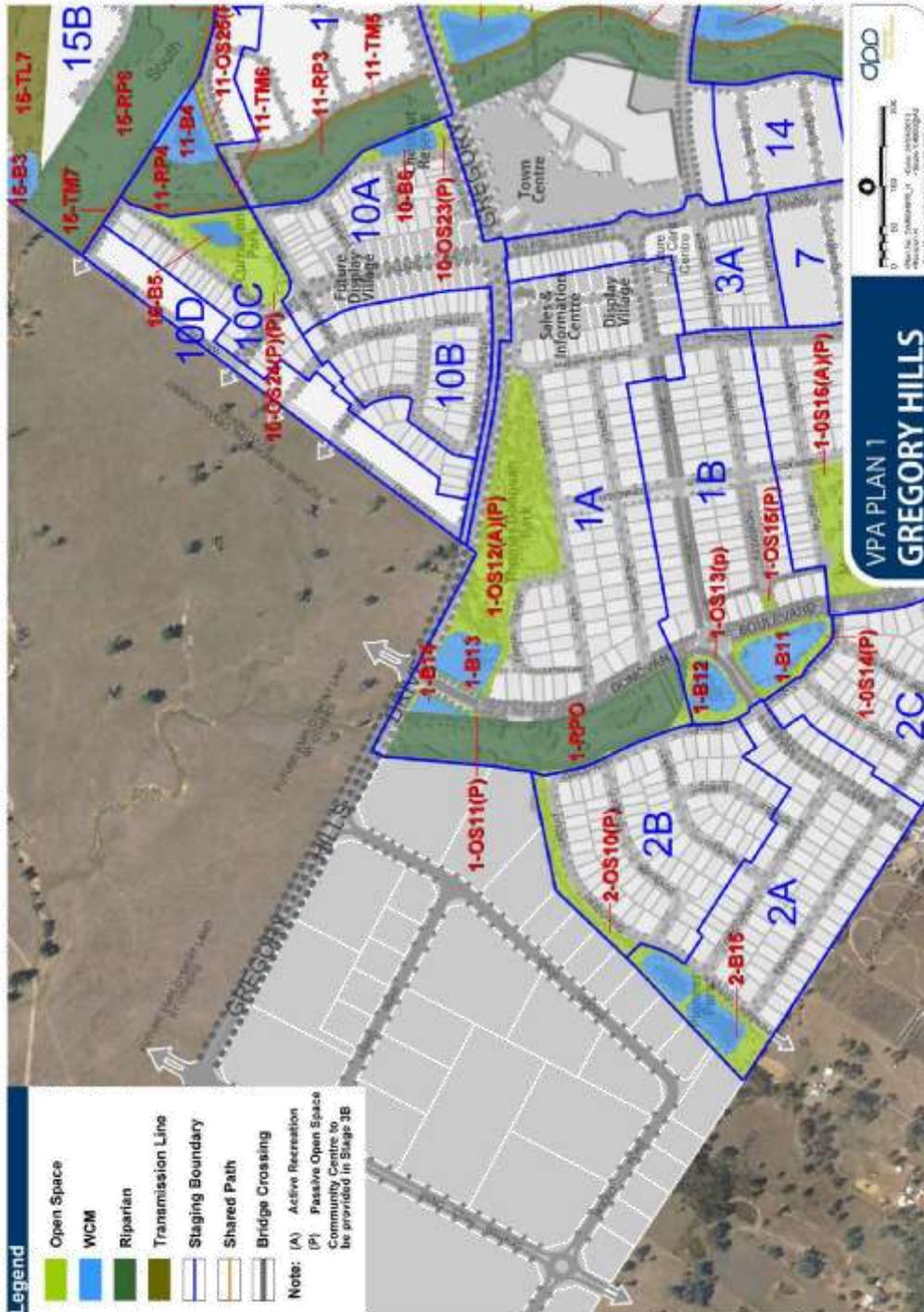
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ORD02

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

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

Column 1 Item	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Description	Column 6 Timing	Column 7 Contribution Value
7	1	OS 16 (OSR3.2)	Active open space and recreation	One children's playground on a 3,000m ² site in the south-western part of Gregory Hills, meeting the specifications provided in the CP.	Prior to the issue of the Subdivision Certificate that creates the first Final Lot in the Relevant Stage.	\$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

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
	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

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

Column 1 Item	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Description	Column 6 Timing	Column 7 Contribution Value
13	3B	C2.2a	Community facility	One 773m ² car park and landscaped area located within the 1,288m ² site for the multi-purpose community centre.	<p>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

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

Column 1 Item	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Description	Column 6 Timing	Column 7 Contribution Value
14	3B	TM4	Transport management	2.5m wide shared path for an approximate length of 304.8m, generally in the location identified as TM4 on the Plan Package provided in Schedule 1.	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

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
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	\$121,966,796.0 <u>409.44</u>

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
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

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
	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	-				

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
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

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

Column 1 Item	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Description	Column 6 Timing	Column 7 Contribution Value
26	11A	RP3	Riparian corridor protection & enhancement	Embellishment of approximately 16,000m ² of riparian land generally in the location identified as RP3 on the Plan Package provided in Schedule 1.	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	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

Attachment 3
ORD02

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

Column 1 Item	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Description	Column 6 Timing	Column 7 Contribution Value
29	11C	RP4	Riparian corridor protection & enhancement	Embellishment of approximately 10,000m ² of riparian land generally in the location identified as RP4 on the Plan Package provided in Schedule 1.	Prior to the issue of the Subdivision Certificate that creates the first Final Lot in the Relevant Stage, or such other date agreed to by Council under clause 11.	\$150,000.00
30	12	OS 20 (OSR4.3)	Passive open space and recreation	576m ² of embellished passive open space.	Prior to the issue of the Subdivision Certificate that creates the first Final Lot in the Relevant Stage, or such other date agreed to by Council under clause 11.	\$13,109.54
31	12	TM3	Transport management	2.5m wide shared path for a length of approximately 560m generally in the location identified as TM3 on the Plan Package provided in Schedule 1.	Prior to the issue of the Subdivision Certificate that creates the first Final Lot in the Relevant Stage, or such other date agreed to by Council under clause 11.	\$160,245.60

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
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

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
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

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
<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

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
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

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
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

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
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

Dart West Gregory Hills Planning Agreement

Camden Council

Dart West Developments Pty Limited

Trustees of the Marist Brothers

Column 1 Item	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Description	Column 6 Timing	Column 7 Contribution Value
	18	-				
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

57

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
<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

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
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 6, 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

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
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	RPO	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	-				

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
<u>6061</u>	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
<u>6162</u>	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
<u>6263</u>	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

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
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 8,420m 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

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
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

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
	6&7	-				
6869	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	-				
6970	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					

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
<u>7071</u>	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
<u>7172</u>	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
<u>7273</u>	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

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
	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

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
<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

Attachment 3

ORD02

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
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

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
8483	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 3938 .	Nil
	14 & 15A	-				
8284	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 4342 .	Nil
8385	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 4443 .	Nil

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
8684	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 4544 , and otherwise in accordance with this Agreement, or at such other date as agreed to by Council	\$2,565,000.00
8587	15C	OS 28 (OSR4.2)	Passive open space and recreation	Dedication of 11,518m ² of embellished passive open space.	On completion, within the meaning of this Agreement, of Item 4645 , and otherwise in accordance with this Agreement, or at such other date as agreed to by Council	\$1,094,210.00

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

Column 1 Item	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Description	Column 6 Timing	Column 7 Contribution Value
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

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
			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

**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
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

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

Column 1 Item	Column 2 Relevant Stage	Column 3 Identifier on Indicative Staging Plan	Column 4 Public Purpose	Column 5 Description	Column 6 Timing	Column 7 Contribution Value
Miscellaneous Works						
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

**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
				<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>	

ORD02

Attachment 3

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

Execution

Executed as an Agreement

Dated:

Executed on behalf of the Council

General Manager

Witness/Name/Position

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

Name/Position

Name/Position

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)

ORD02

Attachment 3

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

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.

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

- (3) Management of 'major' flows using dedicated overland flow paths such as open space areas, roads and riparian corridors for all flows in excess of the pipe drainage system capacity and above the 20% AEP shall be in accordance with Camden Council's *Engineering Design Specification*. Management measures shall be designed to:
- prevent both short term and long term inundation of habitable dwellings,
 - manage flooding to create lots above the designated flood level with flood free access to a public road located above the 1% AEP flood level,
 - control flooding and enable access to lots, stabilise the land form and control erosion,
 - provide for the orderly and safe evacuation of people away from rising floodwaters,
 - stabilise the land form and control erosion, and
 - meet the standards for a 1% AEP flood level.
- (4) Where practical, development shall attenuate up to the 50% AEP peak flow for discharges into the local tributaries, particularly Category 1 and 2 creeks. This will be achieved using detention storage within water quality features and detention basins.
- (5) The developed 1% AEP peak flow is to be reduced to pre-development flows through the incorporation of stormwater detention and management devices.
- (6) All development is to incorporate water sensitive urban design (WSUD). WSUD is to be adopted throughout the development to promote sustainable and integrated management of land and water resources incorporating best practice stormwater management, water conservation and environmental protection. A WSUD Strategy is to be submitted as part of any subdivision DA and shall include:
- identification of water management and other relevant objectives (relating, for example, to salinity hazard),
 - identification and assessment of relevant site characteristics and constraints, including flood evacuation routes,
 - identification of potentially feasible (storm) water management strategies, which may comprise stormwater reuse options, best planning practices, stormwater treatment measures (in both public and private domain),
 - assessment of the potential strategies, including the nature, basis and outcomes of stormwater modelling used to assess alternative solutions. This assessment of alternative strategies should address compliance with management objectives, life cycle costs, ongoing operations and maintenance requirements, land take requirements, expected reliability and future management responsibilities,
 - assessment of the likely construction costs associated with the WSUD strategy as well as a maintenance framework addressing maintenance strategies and costs, and
 - a suitably detailed description of the preferred WSUD strategy and elements therein, in the form of documents, plans and conceptual diagrams (as appropriate).
- (7) The WSUD Strategy shall demonstrate how the stormwater quality targets set by the Department of Environment and Climate Change (DECC) (**Table 10**) will be achieved and shall be consistent with *Technical Note: Interim Recommended Parameters for Stormwater Modelling – North-West and South-West Growth Centres* and *Managing Urban Stormwater: Stormwater Planning* (DECC) and *Australian Runoff Quality* (Engineers Australia). A monitoring plan that encompasses strategies for water sampling, maintenance of WSUD facilities and risk management in the short, medium and longer terms is to be included as part of the WSUD strategy.
- (8) Compliance with the targets at **Table 10** is to be determined through stormwater quality modelling in accordance with the parameters outlined in the relevant technical guidance from DECC.
- (9) The WSUD strategy is to take into account riparian zone and creek management and include the following measures:
- the ephemeral hydrology of creeks is to be maintained or restored, where possible, by diverting excess flow via intercepting stormwater pipes to downstream storages for reuse,

ORD02

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

- flow attenuation and/or diversion via the intercepting stormwater pipes will be required to meet the stream erosion index objectives established by DECC (**Table 10**),
- flow in excess of the 20% AEP peak flow may flow into the creek and be conveyed to detention basins that form part of the major drainage system, and
- erosion control and bank stabilisation measures shall be incorporated within the waterway where required.

Table 10: Environmental Stormwater Objectives

	WATER QUALITY				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

Attachment 3

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

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

ORD03

Attachment 1



PAYMENT OF
EXPENSES &
PROVISION OF
FACILITIES TO THE
MAYOR &
COUNCILLORS
POLICY
POLICY 5.57

5.57 PAYMENT OF EXPENSES & PROVISION OF FACILITIES POLICY
Adopted by Council: [DATE]
Minute No: [INSERT]

Page 1 of 20

CONTENTS

PART 1 - INTRODUCTION	3
1. Background	3
2. Objectives and Scope of the Policy	3
3. Making and Adoption of the Policy	4
4. Reporting Requirements.....	4
5. Relevant Legislation and Policies	4
6. Approval and Support Arrangements	5
PART 2 - PAYMENT OF EXPENSES	6
7. Payment of Expenses Generally	6
8. Attendance at Conferences	7
9. Spouse and Partner Expenses.....	8
10. Incidental Expenses	8
11. Advance Payments.....	8
12. Travel to Civic Events, Ceremonial Functions and Council Related Meetings	9
13. Travel to Conferences	9
14. Interstate Travel.....	9
15. Overseas Travel	10
16. Extending Travel Arrangements	10
17. Accommodation	10
18. Training and Educational Expenses	10
19. Mobile Phones, Ipads and other Telecommunication Related Expenses.....	11
20. Child care and care of elderly, disabled and/or sick immediate family members	12
21. Legal Expenses and Obligations	12
22. Insurance Expenses and Obligations	13
23. Additional Mayoral Expenses	13
PART 3 – PROVISION OF FACILITIES	13
24. General Provisions	13
25. Provision of Equipment.....	14
26. Provision of Facilities	14
27. Provision of Additional Equipment and Facilities for Mayor	15
PART 4 – OTHER MATTERS	15
28. Personal Benefit	15
29. Acquisition and Returning of Facilities and Equipment by Councillors	15
30. General Dispute Resolution.....	16
ANNEXURE A	18
ANNEXURE B	20
ANNEXURE C	21

PAYMENT OF EXPENSES & PROVISION OF FACILITIES

DIVISION: CUSTOMER & CORPORATE SERVICES

BRANCH: CUSTOMER SERVICE & GOVERNANCE

PART 1 - INTRODUCTION

1. BACKGROUND

- 1.1 This document is to be referred to as the 'Payment of Expenses and Provision of Facilities to the Mayor and Councillors Policy'.
- 1.2 The policy will commence from 10 December 2014.
- 1.3 The purpose of this policy is to ensure that there is accountability and transparency in the reimbursement of expenses incurred or to be incurred by Councillors.
- 1.4 The policy comprises four parts, being:
 - **Part 1 Introduction** - defines key terms and describes the legislative and reporting requirements that prescribe the policy's purpose, objectives and scope;
 - **Part 2 Payment of Expenses** - describes the general and specific provisions and the circumstances and Council procedures related to the payment of allowable expenses;
 - **Part 3 Provision of Facilities** - outlines the general and specific provisions, circumstances concerning Councillor use of Council facilities and resources; and
 - **Part 4 Other Matters** - provides guidance on issues related to Councillor acquisition, and return, of facilities and dispute resolution.
- 1.5 This policy is made under sections 252-254 of the *Local Government Act 1993* ('the Act'), section 403 of the *Local Government (General) Regulation 2005*, and in accordance with the Guidelines issued by the then-Division of Local Government (October 2009) under section 23A of the Act. The Act requires that the Council must annually adopt a policy concerning the payment of expenses incurred or to be incurred by, and the provision of facilities to, the Mayor and Councillors in relation to discharging the functions of civic office.

2. OBJECTIVES AND SCOPE OF THE POLICY

- 2.1 The objectives of the policy are to:
 - (a) ensure there is consistency in the application of reimbursement of expenses and provision of facilities to Councillors in an equitable and non-discriminatory manner;

- (b) assist Councillors to represent the interests of residents and ratepayers of Camden and to facilitate communication between the community and Council; and
- (c) provide a level of support which will serve to encourage residents to seek election to civic office.

2.2 This policy applies equally to the Mayor and all Councillors.

3. MAKING AND ADOPTION OF THE POLICY

- 3.1 *The Local Government Act 1993* ('the Act') requires Council to review and submit its policy to the Director-General of the Office of Local Government within 28 days of adoption by the Council, even if it proposes to adopt an unchanged policy. Current policies must be submitted by 30 November each year.
- 3.2 Before adopting or amending this policy, the Council must give public notice of its intention and allow at least 28 days for public submissions. Any public submissions received will be considered, and appropriate changes made, prior to the adoption of the policy.
- 3.3 Even if changes that are considered not substantial are proposed, the required annual adoption of this policy must still be subject to the public notification process outlined above.
- 3.4 At any time, other than the required annual adoption of this policy, if the proposed amendment is not substantial then Council is not required to provide public notice. The term 'not substantial' should be taken to mean minor changes to the wording of the policy, or changes to monetary provisions or rates that are less than five (5) per cent. It also means minor changes to the standard of the provision of equipment and facilities. Any new category of expenses, facilities and equipment included in the policy will require public notice.

4. REPORTING REQUIREMENTS

- 4.1 Section 428 of the Act requires councils to include in their annual report:
 - (a) the Council's policy on the provision of facilities for, and the payment of expenses to, Mayors and Councillors;
 - (b) the total amount of money expended during the year on providing those facilities and paying those expenses; and
 - (c) additional information as required by the *Local Government (General) Regulation 2005*.

5. RELEVANT LEGISLATION AND POLICIES

- 5.1 The following legislation, policies and guidelines are relevant to this policy:
 - Sections 252-254, *Local Government Act 1993* - Payment of expenses and provision of facilities;
 - Section 428, *Local Government Act 1993* - Annual reports;
 - Clause 217, *Local Government (General) Regulation 2005* - Additional information for inclusion in annual reports;
 - Clause 403, *Local Government (General) Regulation 2005* - Payment of

5.57 PAYMENT OF EXPENSES & PROVISION OF FACILITIES POLICY
 Adopted by Council: [DATE]
 Minute No: [INSERT]

Page 4 of 20

- expenses and provision of facilities;
- Camden Council's 'Code of Conduct';
- Department of Local Government Guidelines (May 2009) issued under section 23A of the *Local Government Act 1993*;
- Department of Local Government Circulars to Councils;
 - Circular 05/08 *Legal assistance for Councillors and Council employees*;
 - Circular 10/26, *Misuse of Council resources*;
 - Circular 08/37, *Council decision making prior to ordinary elections*;
 - Circular 11/27, *Findings from review of Councillor expenses and facilities policies*;
- ICAC Publication, *No Excuse for Misuse: preventing the misuse of council resources - Guidelines: 2* (November 2002)

6. APPROVAL AND SUPPORT ARRANGEMENTS

- 6.1 Various approval arrangements are indicated throughout this policy and vary from full Council resolution approval to approval by the Mayor (or Deputy Mayor in the case of a claim by the Mayor) and General Manager.
- 6.2 The Executive Services Coordinator will assist Councillors with respect to seeking reimbursement of expenses incurred in their role as a Councillor, assisting with travel and accommodation arrangements, attendance at civic events, training and education, and the provision of facilities under this policy.
- 6.3 All claims for reimbursement must be made within one (1) month of the date of the receipt and on the appropriate 'Councillor Travel and/or Expense Claim Form' (**Appendix A**), together with production of relevant supporting evidence.
- 6.4 Claims for reimbursement of expenses less than \$75.00 (exclusive of GST) should be accompanied by a receipt, tax invoice, statutory declaration, or some other form of supporting evidence. Claims for reimbursement of expenses over \$75.00 (exclusive of GST) must be accompanied by a tax invoice.
- 6.5 Any claim will be reconciled with the relevant supporting evidence and authorised as follows:
- (a) authorised by the General Manager and Mayor (or Deputy Mayor where the claim is made by the Mayor) for spouse and partner expenses, incidental expenses, advance payments, travel, accommodation, childcare and carer fees;
 - (b) authorised by two of the 'Authorised Officers' as set out in clause 6.6 if the particular expense category does not require approval by the General Manager and Mayor (or Deputy Mayor in the case of a claim by the Mayor).
- 6.6 The General Manager, Mayor, Director Customer & Corporate Services, Manager Customer Service & Governance, Senior Governance Officer and Executive Services Coordinator are 'Authorised Officers' for the purpose of completing the 'Councillor Travel and/or Expense Form'.

PART 2 - PAYMENT OF EXPENSES

7. PAYMENT OF EXPENSES GENERALLY

- 7.1 This policy is applicable to any Council Administrator, should such Administrator act in that capacity from time to time.
- 7.2 Council is committed to ensuring that Councillors are reimbursed for expenses reasonably incurred in their role of Councillor so that they are not financially or otherwise disadvantaged in undertaking their civic duties.
- 7.3 To ensure consistency and transparency all expenses and costs claimed must be done so in accordance with the requirements of this policy.
- 7.4 For the purpose of clarity, it is noted that Councillor-related business refers to functions and duties that Councillors are required to undertake to fulfill their legislated role and responsibilities for the Council that should result in a direct benefit for the Council and/or the local government area.
- 7.5 Any expenses for Councillors attending conferences, including travel to, registration costs and incidental conference costs, will not be reimbursable under this Policy. Instead, Councillors are to personally fund (or utilise their Councillor annual allowance) any expenses incurred with respect to conference attendance.
- 7.6 Any expenses claimed for other meetings must be related to representing Council at official or ceremonial functions or Council related meetings as set out in this policy and in carrying out the civic duties of a Councillor.
- 7.7 For the purpose of clarity, a conference typically involves registration costs, accommodation, travel to and from the conference, sustenance and incidental costs such as taxi fares, telephone calls, etc.
- 7.8 This restriction on reimbursement for conferences does not apply to other Council related meetings. Examples of such other meetings may include external committee meetings, MACROC meetings, civic and ceremonial functions, citizenship ceremonies, Australia Day ceremonies, community group events and Chamber of Commerce meetings which relate to the interests of the local government area.
- 7.9 Claims for reimbursement of expenses will only be made on production of receipts for such amounts where indicated in this policy and on completion of the appropriate 'Councillor Travel and/or Expense Claim Form', itemising the expenses. Reimbursement of general expenses will not be allowed.
- 7.10 Claims for reimbursement of expenses less than \$75.00 (exclusive of GST) should be accompanied by a receipt, tax invoice, statutory declaration, or some other form of supporting evidence.
- 7.11 Claims for reimbursement of expenses over \$75.00 (exclusive of GST) must be accompanied by a tax invoice.

7.12 Payment of expenses will not be made to support a Councillor's attendance at political fundraising functions. Participation in Council elections is also a private matter and Councillors must not use Council resources in the course of this participation.

8. ATTENDANCE AT CONFERENCES

- 8.1 Councillors are encouraged to attend conferences as a formal representative of Council as part of discharging their functions of civic office.
- 8.2 Requests to attend conferences interstate or overseas must be approved by a Council resolution prior to attendance. The report to Council should outline the benefits of attendance by the Councillor.
- 8.3 The Mayor (or Deputy Mayor in the case of a claim by the Mayor) and the General Manager may approve attendance by Councillors at conferences within the State (ACT is taken to be included as part of NSW due to the proximity and ease of travel) without the need for Council resolution.
- 8.4 Any costs incurred relating to conference attendance, including registration fees, transport to and from the conference, accommodation, official lunches and dinners relevant to the conference and incidental expenses are to be personally funded (or paid from the Councillor's annual allowance) and are not reimbursable under this Policy.
- 8.5 For the purpose of clarity, the definition of a 'conference' relates to a formal meeting designed for consultation, exchange of information or discussion. Typically, conferences will involve registration costs, accommodation, travel to and from the conference, sustenance and incidental costs such as taxi fares, telephone calls, etc.
- 8.6 The conferences, and training and development opportunities, that Councillors will generally attend are:
- (a) Local Government NSW Annual Conference;
 - (b) special 'one-off' conferences called by Local Government NSW;
 - (c) annual conferences and seminars of the major professions in Local Government; and
 - (d) seminars which assist Councillors in increasing their awareness and improving their understanding of their legal & other obligations and responsibilities as elected representatives.
- 8.7 Any Councillor who does attend a conference must report back to Council with a full written report on the beneficial aspects of the conference. A report may be submitted via a mayoral minute, a notice of motion or a memorandum via the General Manager. One report may be submitted on behalf of a number of Councillors in attendance.
- 8.8 It is noted that this restriction on reimbursement for conferences does not apply to other Council related meetings. Examples of such other meetings may include external Committee meetings, MACROC meetings, civic and ceremonial functions, citizenship ceremonies, Australia Day ceremonies, ceremonial functions, community group events and Chamber of Commerce meetings relating to the interests of the local government area.

9. SPOUSE AND PARTNER EXPENSES

- 9.1 Where a Councillor is accompanied to a civic event, ceremonial function, conference or Council related meeting by a spouse/partner, costs incurred for the attendance of the spouse/partner shall be the responsibility of the Councillor. These costs relate to travel, partner's programme and out of pocket expenses.
- 9.2 There may be limited instances where certain costs incurred by a Councillor on behalf of their spouse/partner are properly those of the Councillor expended in the performance of civic duties. Accordingly, Council will reimburse reasonable expenses in attending these functions and meetings. Such functions could include those which a Councillors spouse/partner would be reasonably expected to attend such as Council civic and ceremonial receptions, Australia Day ceremonies or, on occasion, citizenship ceremonies.
- 9.3 Any further expenses incurred in relation to spouses/partners will not be reimbursed by Council. For the purposes of clarification, costs for a spouse/partner attending a conference and ancillary conference costs are not reimbursable under this policy.
- 9.4 Outside of these provisions, the Mayor (or Deputy Mayor in the case of a claim by the Mayor) and General Manager may approve payment for the attendance of a spouse/partner as part of a Council group booking to a local charity event or similar function as may occur from time to time.

10. INCIDENTAL EXPENSES

- 10.1 Out of pocket expenses or incidental expenses associated with attending civic events, ceremonial functions or Council related meetings will be reimbursed on presentation of receipts and completion of a claim form as provided above.
- 10.2 Examples of incidental expenses include telephone or facsimile calls, taxi fares, parking fees or meals where not part of the Council related meeting or function. Councillors may claim such expenses by completing the 'Councillor Travel and/or Expense Claim Form' (Appendix A) and attaching the relevant receipts. The Mayor (or Deputy Mayor in the case of a claim by the Mayor) and the General Manager will authorise payment of incidental expenses.
- 10.3 For the purpose of clarification under this paragraph, incidental expenses incurred for and during Councillor-attended conferences are not reimbursable under this policy. Any incidental expenses incurred by a Councillor regarding conference fees and incidental charges are to be personally funded (or be paid out of the Councillor's annual allowance).

11. ADVANCE PAYMENTS

- 11.1 Councillors may request payment in advance in anticipation of expenses being incurred for such matters as attending civic events, ceremonial functions and Council related meetings.
- 11.2 On return Councillors must produce all receipts for the expenditure of those funds, with a full reconciliation to be completed and authorised by the Mayor

(or Deputy Mayor in the case of a claim by the Mayor) and General Manager.

- 11.3 Councillors are to produce the receipts and complete the reconciliation within one month of the expenditure being incurred.

12. TRAVEL TO CIVIC EVENTS, CEREMONIAL FUNCTIONS AND COUNCIL RELATED MEETINGS

- 12.1 Councillors will be reimbursed for travel expenses incurred relating to Council business and/or representing Council at civic events, ceremonial functions and Council related meetings. Reimbursement may include the use of a private motor vehicle, public transport, taxi, parking fees and road tolls.

- 12.2 All travel by Councillors should utilise the most direct route and the most practicable and economical mode of transport subject to any personal medical conditions.

- 12.3 Councillors using private vehicles will be paid the mileage allowance at the then-current rate set by the appropriate Local Government State Award, but subject to any such payment not exceeding economy class air fares to and from the particular destination. The mode and method of transportation to be used shall be agreed with the Mayor (or Deputy Mayor in case of a claim by the Mayor) and the General Manager prior to the travel taking place, and where possible Councillors should attempt to travel with other representatives from the Council in order to minimise costs.

- 12.4 Under this policy, Councillors are personally responsible for all traffic or parking fines incurred while travelling in private or Council vehicles on Council business.

- 12.5 For the purposes of clarification in this policy, the ACT is taken to be included as part of NSW due to the proximity and ease of travel.

13. TRAVEL TO CONFERENCES

- 13.1 Councillors will not be reimbursed for travel expenses incurred relating to attendance at conferences within NSW, interstate or overseas. Expenses incurred relating to Councillors attendance at conferences, including travel costs, are to be personally funded (or paid from the Councillor's annual allowance).

14. INTERSTATE TRAVEL

- 14.1 Full Council resolution approval is required prior to any interstate travel being undertaken by Councillors (excluding travel to ACT which may be authorised by Mayor and General Manager approval). The report to Council should include all details of the travel, including itinerary, expected costs and expected benefits.

- 14.2 Any costs incurred relating to interstate travel for Council business are to be personally funded (or paid from the Councillor's annual allowance).

15. OVERSEAS TRAVEL

- 15.1 Camden Council will not undertake any overseas travel unless a direct and tangible benefit for the Council and the local community can be established.
- 15.2 All overseas travel will be approved by a meeting of the Council prior to a Councillor undertaking a trip. Travel will be approved on an individual trip basis.
- 15.3 Before a proposal for overseas travel is approved, a detailed proposal, including nomination of the Councillor(s) undertaking the trip, purpose of the trip, expected benefits, duration, itinerary and approximate costs, will be furnished to the Council as part of the Council Business Paper.
- 15.4 After returning from overseas, Councillors or an accompanying member of staff will provide a detailed report to a meeting of the Council on the aspects of the trip relevant to council business and/or the local community.
- 15.5 Any costs incurred relating to overseas travel for Council business are to be personally funded by the Councillor (or paid for from the Councillor's annual allowance).

16. EXTENDING TRAVEL ARRANGEMENTS

- 16.1 Councillors wishing to extend their stay in a destination they have visited for council purposes, or to travel to an alternative location, will require the prior approval of the Mayor (or the Deputy Mayor in the case of a claim by the Mayor) and the General Manager. In such instances Councillors should recognise that the Council's responsibility for their travel ends when the business activity ends and not when they return home. Any additional costs incurred following the completion of the business activity, including accommodation, are not considered to be reimbursable expenses.

17. ACCOMMODATION

- 17.1 Councillors are to personally fund (or use their Councillor annual allowance) any accommodation costs incurred as a result of conference attendance.
- 17.2 In the rare occasion that accommodation is required as part of a civic event, ceremonial function or other Council related meeting, accommodation costs may be reimbursed by Council subject to approval by the General Manager and Mayor (or Deputy Mayor in the case of a claim by the Mayor).

18. TRAINING AND EDUCATIONAL EXPENSES

- 18.1 Council provides an amount in the annual budget for 'Councillor Training and Education' expenses to support and encourage active learning and skill development. Expenses for this item are limited to the annual budget allocation in any one year and are separate to this policy. Payment of additional expenses/costs in relation to such training will be as per this policy.

19. MOBILE PHONES, IPADS AND OTHER TELECOMMUNICATION RELATED EXPENSES

- 19.1 Council will provide a mobile phone for use in order to carry out the Councillor's civic functions and responsibilities as provided in this policy under 'Provision of Equipment' below. Call charges incurred for Council related business will be covered up to \$302 per month (inclusive of GST). Councillors are responsible for disclosing any personal calls made on their monthly statement and are to reimburse the Council for such personal calls accordingly.
- 19.2 If a Councillor decides to use their own personal mobile phone for Council related business, Council will reimburse an amount up to \$302 per month (inclusive of GST) for Council related business call costs. Call charges associated with private use must be met by the Councillor.
- 19.3 Council provides three (3) options for Councillors to use iPads for Council related business (as per the Council's 'iPad Usage Policy') as follows:
- (a) a Council-issued iPad;
 - (b) bring-your-own-iPad, where Councillors wish to use their own personal iPad for Council related business; and
 - (c) provision of a SIM card where Councillors chose to use their own personal iPad for Council related business.
- 19.4 It is expected that where Councillors use Council issued iPads or Council issued SIM cards, that the iPads are used primarily for Council related business.
- 19.5 In the case of a Councillor using their own personal iPad for Council related business, Council will reimburse a percentage of the iPad usage costs relevant to Council business, up to a maximum of \$42 per month (inclusive of GST).
- 19.6 If an individual landline is installed to the Councillor's premises, Council will reimburse an amount up to \$122 per month (inclusive of GST) to cover rental as well as call charges for Council related business. Call charges associated with private business must be met by the Councillor.
- 19.7 Council will reimburse an amount up to \$42 per month (inclusive of GST) to Councillors for internet usage incurred primarily for Council related business. It is noted that where the same internet plan is used for internet and iPad connection, the Council will only reimburse up to the value of \$42 per month (inclusive of GST) in total.
- 19.8 Councillors must complete a 'Councillor Travel and/or Expense Claim Form' for each billing period in relation to telecommunication charges associated with Council related business. All claims for reimbursement for phone, iPad and internet costs must be made within one month of the date of the providers' invoice. Any amounts exceeding the limit must be approved for payment by the Mayor (or Deputy Mayor in the case of a claim by the Mayor) and General Manager.

20. CHILD CARE AND CARE OF ELDERLY, DISABLED AND/OR SICK IMMEDIATE FAMILY MEMBERS

- 20.1 Councillors will be reimbursed fees for the reasonable cost of care arrangements including child care expenses and the care of immediate family members who are elderly, disabled and/or sick in order to allow Councillors to attend Council and other official meetings/functions or to attend to their responsibilities and duties as a Councillor. Carer costs will be paid to cover the period 30 minutes prior to the scheduled commencement time of the meeting/function and one hour after the conclusion of the meeting/function.
- 20.2 The rate of reimbursement for care will be to a maximum of \$16 per hour or as varied by Council from time to time, payable on the provision of receipts or a declaration by the Councillor for such payments ('Councillor Travel and/or Expense Claim Form'), within 1 month of the period being claimed. The Mayor (or Deputy Mayor in the case of a claim by the Mayor) and the General Manager will authorise payment of care and other related expenses.

21. LEGAL EXPENSES AND OBLIGATIONS

- 21.1 Council may, by way of resolution specifying the amount involved, indemnify or reimburse the reasonable legal expenses:
- (a) of a Councillor defending an action arising from the performance in good faith of a function under the *Local Government Act 1993* or any other Act for and on behalf of Council; or
 - (b) of a Councillor defending an action in defamation provided the statements complained of were made in good faith in the course of exercising a function under the *Local Government Act 1993*; or
 - (c) of a Councillor for proceedings before the Local Government Pecuniary Interest Tribunal, the Independent Commission Against Corruption, Office of Ombudsman, Office of Local Government, Department of Premier and Cabinet, NSW Police Force, Director of Public Prosecutions or Council's Conduct Review Committee / Reviewer, provided, the subject of the proceedings arises from the performance in good faith by the Councillor of a function under the *Local Government Act 1993*.
- 21.2 If points 21.1(a), (b) or (c) have been satisfied, Council will reimburse the reasonable legal expenses only if the enquiry, investigation, hearing or proceedings taken against a Councillor results in a finding substantially favorable to the Councillor.
- 21.3 In addition, the amount of such reimbursement shall be reduced by the amount of any monies that may be or are recouped by the Councillor on any basis.
- 21.4 Legal costs will not be met for legal proceedings that do not involve a Councillor performing their role as a Councillor.

- 21.5 The Council must not meet the legal costs of legal proceedings initiated by a Councillor under any circumstance.
- 21.6 The Council must not meet the legal costs of a Councillor seeking advice in respect of possible defamation or in seeking a non-litigious remedy for possible defamation.
- 21.7 No legal expenses may be incurred by a Councillor without the express resolution of the Council prior to the expense being incurred.

22. INSURANCE EXPENSES AND OBLIGATIONS

- 22.1 Councillors will receive the benefit of insurance cover to the limit specified in the Council's insurance policies for the following matters arising out of the performance of their civic duties and/or exercise of their council functions:
- (a) Public Liability – public liability and professional indemnity insurances apply in relation to claims arising out of a Councillor's (alleged) negligent performance of civic duties or exercise of their functions as a Councillor, subject to any limitations or conditions set out in the policy.
 - (b) Professional Indemnity – for matters arising out of a Councillor's performance of civic duties or exercise of functions provided the performance or exercise of the relevant civic duty or function is, in the opinion of Council, bona fide and/or proper.
 - (c) Personal accident – coverage where personal injury occurs whilst on Council business Australia wide.
- 22.2 Travel insurance, if considered appropriate, for any approved overseas travel on Council business is to be personally funded (or paid from the Councillor's annual allowance).

23. ADDITIONAL MAYORAL EXPENSES

- 23.1 Nil.

PART 3 – PROVISION OF FACILITIES

24. GENERAL PROVISIONS

- 24.1 Council will provide facilities, equipment and services that are appropriate to support the Mayor and Councillors in undertaking the role of elected members.
- 24.2 Council facilities, equipment and services are not to be used to produce election material or for any other political purposes. Councillors should not generally obtain private benefit from the provision of equipment or facilities, nor from any travel bonus or other such loyalty scheme.
- 24.3 It is acknowledged that incidental use of council equipment and facilities may occur from time to time. Such incidental private use is not subject to compensatory payment.

- 24.4 Where more substantial private use occurs, Councillors will be expected to make a payment to cover the level of private use. This payment will be made on a full cost recovery basis.
- 24.5 Councillors must be scrupulous in their use of Council property, including intellectual property, official services and facilities and should not permit misuse by any other person or body.
- 24.6 Councillors should avoid any action or situation, which could create the appearance that Council property, official services or public facilities are being improperly used for their benefit or the benefit of any other person or body.
- 24.7 The interests of a Councillor in their re-election is considered to be a personal interest and as such the reimbursement of travel expenses incurred on election matters is not appropriate. Council letterhead, council crests and other information that could give the impression it is official council material must not be used for these purposes.
- 24.8 Councillors must not convert any property of the Council to their own use unless properly authorised.
- 25. PROVISION OF EQUIPMENT**
- 25.1 Council will provide the following equipment to Councillors, if requested, subject to the reimbursement of expenses limitations mentioned elsewhere in this policy:
- (a) mobile phone (standard as provided to staff), Blackberry or smart-phone with internet and email capability;
 - (b) computer equipment (standard as provided to staff) or laptop and a wireless capable printer/fax multi-function machine with router, together with printer cartridges and replacements;
 - (c) iPads will be provided to Councillors and are the preferred mechanism for distribution of the Council's Business Paper; and
 - (d) internet and iPad usage for Council related business up to the value of \$42 per month (inclusive of GST).
- 26. PROVISION OF FACILITIES**
- 26.1 The following facilities are provided:
- (a) a Councillors' Room is provided in the Council Offices to assist Councillors in dealing with resident and ratepayer matters and Council business generally;
 - (b) Councillors' letterhead;
 - (c) sustenance is only provided to Councillors at Council/Committee meetings. Meals are provided at civic functions and the like for Councillors and/or partners; and
 - (d) the provision of an Executive Services Coordinator to assist and support Councillors.

27. PROVISION OF ADDITIONAL EQUIPMENT AND FACILITIES FOR MAYOR

27.1 The role of the Mayor is:

- (a) to exercise, in the case of necessity, the policy making functions of the governing body of the Council between meetings;
- (b) to exercise such other functions of the Council as the Council determines;
- (c) to preside at meetings of the Council; and
- (d) to carry out the civic and ceremonial functions of the mayoral office.

27.2 In order to reflect the additional time and commitment required to carry out the responsibilities of the Mayor, in addition to the support provided to Councillors, the following is provided to the Mayor:

- (a) Mayoral Office - to assist in carrying out the Mayoral functions;
- (b) secretarial support is provided by the Executive Services Coordinator;
- (c) a dedicated Mayoral carparking space in the Council carpark adjacent to the Council Offices; and
- (d) a dedicated Mayoral vehicle is currently not provided for private or Council use, however the Mayor may request the use of a Council pool vehicle or, if a Council pool vehicle is unavailable, a hire vehicle, similar to the current Council fleet vehicles, for official Council business, if a vehicle is required.

PART 4 – OTHER MATTERS**28. PERSONAL BENEFIT**

28.1 Councillors should not obtain private benefit from the reimbursement of expenses, provision of equipment and facilities, nor from travel bonuses or any other loyalty schemes.

29. ACQUISITION AND RETURNING OF FACILITIES AND EQUIPMENT BY COUNCILLORS

29.1 On completion of the term of office, extended leave of absence or at the cessation of civic duties and where requested, Councillors are required to return all equipment and facilities issued by the Council within 28 days. This includes unused consumables.

29.2 Any internet allowance provided under this policy is only applicable up until the last month of term of office held by a Councillor.

29.3 All equipment provided to Councillors contained in this policy, remain the property of Camden Council.

29.4 The General Manager will consider requests from Councillors to purchase equipment previously allocated to them (including Blackberry, iPhone and iPad) at an agreed fair market price.

30. GENERAL DISPUTE RESOLUTION

- 30.1 Should a dispute arise as to payment of a claim for reimbursement of expenses or provision of facilities, the matter should be submitted in writing by the Councillor to the General Manager, who will determine the matter in conjunction with the Mayor (or Deputy Mayor in the case of a claim by the Mayor) in accordance with the terms of this policy.

ORD03

Attachment 1

RELEVANT LEGISLATION:	<p><i>Local Government Act 1993 – sections 252-254, 428</i> <i>Local Government (General) Regulation 2005 – clauses 217, 403</i> 'Guidelines for the payment of expenses and the provision of facilities for Mayors and Councillors', Division of Local Government, October 2009 <i>DLG Circular 05/08 Legal assistance for Councillors and Council employees;</i> <i>DLG Circular 10/26, Misuse of Council resources</i> <i>DLG Circular 08/37, Council decision making prior to ordinary elections</i> <i>DLG Circular 11/27, Findings from review of Councillor expenses and facilities policies</i> <i>ICAC Publication, No Excuse for Misuse, preventing the misuse of council resources – Guidelines: 2 (November 2002)</i></p>
RELATED POLICIES AND PROCEDURES:	<p>5.3 Code of Conduct 5.73 iPad Usage Policy</p>
RESPONSIBLE DIRECTOR:	Director Customer & Corporate Services
APPROVALS:	ELG Council
NEXT REVIEW DATE:	November 2015
RECORD KEEPING NOTES:	
CONFIDENTIALITY/PRIVACY:	Publicly available document – available on Council's website.
HISTORY:	
ADOPTED:	26 November 2013
MINUTE:	ORD322/13
ADOPTED:	27 November 2012
MINUTE:	ORD296/12
ADOPTED:	8 November 2011
MINUTE:	ORD 270/11
ADOPTED:	23 November 2010
MINUTE:	ORD262/10
ADOPTED:	27 October 2009
MINUTE:	ORD252/09
ADOPTED:	25 November 2008
MINUTE:	ORD302/08
ADOPTED:	12 February 2007
MINUTE:	ORD25/07
ADOPTED:	11 September 2007
MINUTE:	ORD238/07

5.57 PAYMENT OF EXPENSES & PROVISION OF FACILITIES POLICY
 Adopted by Council: [DATE]
 Minute No: [INSERT]

Page 17 of 20



ANNEXURE A
COUNCILLOR TRAVEL &/OR EXPENSE CLAIM
 SECTION 252 LOCAL GOVERNMENT ACT 1993

COUNCILLOR:	
MONTH:	

TRAVEL EXPENSES				
MEETING DETAILS	DATE	KMS	RATE *	VALUE
			SUB TOTAL:	\$

* Kilometre rate (cents per kilometre) dependant on vehicle capacity and current Local Government (State) Award.

OTHER EXPENSES		
DETAILS	VALUE	
SUB TOTAL:		\$

If additional space is required, please include attachment.
 Note: For amounts over \$75.00 (exclusive of GST) a Tax Invoice **must** be provided.

TOTAL VALUE FOR REIMBURSEMENT:	\$
---------------------------------------	-----------

CERTIFICATION
 I hereby certify that this claim is in accordance with Section 252 of the *Local Government Act* and Council's Policy '5.57 Payment of Expenses & Provision of Facilities'.

SIGNATURE OF CLAIMANT:	
DATE:	

Payment of this claim will be made by Electronic Funds Transfer (EFT), through Council's normal Creditor payment facility. Claimants should ensure that correct banking details are held by Council.

_____ Mayor/Deputy Mayor	_____ Authorised Officer (if within limits provided by the Policy)
_____ General Manager	_____ Authorised Officer (if within limits provided by the Policy)

ORD03

Attachment 1

ORD03

Attachment 1

ANNEXURE B
Monetary Limits to Expenses

EXPENSES	INDICATIVE EXPENSE LIMITS MAYOR & COUNCILLORS	POLICY CLAUSE
In House Training	N/A – Budget allocation	
Local Travel	Private vehicle use - rates set out in Local Government State Award	12 and 13
Interstate Travel	N/A – Council resolution required to approve travel and all expenses to be personally funded (or paid from the Councillor's annual allowance).	14
Overseas Travel	N/A – Council resolution required to approve travel and all expenses to be personally funded (or paid from the Councillor's annual allowance).	15
Mobile phone call costs	\$303 per month	19
Telephone line rental and call costs	\$122 per month	19
Internet / Smart Phone / iPad usage costs	\$42 per month	19
Carer / Childcare	Up to \$16 per hour	20

ANNEXURE C
Available Facilities

EXPENSE	MAYOR	COUNCILLORS
Computer Equipment	Available	Available
Laptop Computer/Ipad	Available	Available
Multifunction Printer/Fax Facility with wireless capability/router	Available	Available
Internet and iPad/smart phone usage	Available	Available
Mobile Phone/Blackberry	Available	Available
Telephone line rental	Available	Available
Secretarial Support	Available	Not Available
Executive Services Coordinator Support	Available	Available
Councillors' Room	Available	Available
Ceremonial dress	Available	Not Available
Corporate clothing	n/a	n/a
Meals/refreshments related to Council Meetings, office functions and committee meetings	Available	Available
Stationary, office supplies, postage, business cards & other similar consumables	Available	Available
Car Parking Space	Available	Not Available
Dedicated Mayoral Vehicle	Not Available	n/a
Council Pool Vehicle Use	Available	Not Available
Disabled Access	Available	Available

ORD03

Attachment 1

ORD03

Attachment 2



PAYMENT OF
EXPENSES &
PROVISION OF
FACILITIES TO THE
MAYOR &
COUNCILLORS
POLICY
POLICY 5.57

5.57 PAYMENT OF EXPENSES & PROVISION OF FACILITIES POLICY
Adopted by Council: [DATE]
Minute No: [INSERT]

Page 1 of 20

CONTENTS

PART 1 - INTRODUCTION	3
1. Background	3
2. Objectives and Scope of the Policy	3
3. Making and Adoption of the Policy	4
4. Reporting Requirements	4
5. Relevant Legislation and Policies	4
6. Approval and Support Arrangements	5
PART 2 - PAYMENT OF EXPENSES	6
7. Payment of Expenses Generally	6
8. Attendance at Conferences	7
9. Spouse and Partner Expenses	8
10. Incidental Expenses	8
11. Advance Payments	8
12. Travel to Civic Events, Ceremonial Functions and Council Related Meetings	9
13. Travel to Conferences	9
14. Interstate Travel	9
15. Overseas Travel	10
16. Extending Travel Arrangements	10
17. Accommodation	10
18. Training and Educational Expenses	10
19. Mobile Phones, I pads and other Telecommunication Related Expenses	11
20. Child care and care of elderly, disabled and/or sick immediate family members	12
21. Legal Expenses and Obligations	12
22. Insurance Expenses and Obligations	13
23. Additional Mayoral Expenses	13
PART 3 – PROVISION OF FACILITIES	13
24. General Provisions	13
25. Provision of Equipment	14
26. Provision of Facilities	14
27. Provision of Additional Equipment and Facilities for Mayor	15
PART 4 – OTHER MATTERS	15
28. Personal Benefit	15
29. Acquisition and Returning of Facilities and Equipment by Councillors	15
30. General Dispute Resolution	16
ANNEXURE A	18
ANNEXURE B	20
ANNEXURE C	21

PAYMENT OF EXPENSES & PROVISION OF FACILITIES

DIVISION: CUSTOMER & CORPORATE SERVICES

BRANCH: CUSTOMER SERVICE & GOVERNANCE

PART 1 - INTRODUCTION

1. BACKGROUND

- 1.1 This document is to be referred to as the 'Payment of Expenses and Provision of Facilities to the Mayor and Councillors Policy'.
- 1.2 The policy will commence from ~~10-December-2014~~ 11 February 2015.
- 1.3 The purpose of this policy is to ensure that there is accountability and transparency in the reimbursement of expenses incurred or to be incurred by Councillors.
- 1.4 The policy comprises four parts, being:
 - **Part 1 Introduction** - defines key terms and describes the legislative and reporting requirements that prescribe the policy's purpose, objectives and scope;
 - **Part 2 Payment of Expenses** - describes the general and specific provisions and the circumstances and Council procedures related to the payment of allowable expenses;
 - **Part 3 Provision of Facilities** - outlines the general and specific provisions, circumstances concerning Councillor use of Council facilities and resources; and
 - **Part 4 Other Matters** - provides guidance on issues related to Councillor acquisition, and return, of facilities and dispute resolution.
- 1.5 This policy is made under sections 252-254 of the *Local Government Act 1993* ('the Act'), section 403 of the *Local Government (General) Regulation 2005*, and in accordance with the Guidelines issued by the then-Division of Local Government (October 2009) under section 23A of the Act. The Act requires that the Council must annually adopt a policy concerning the payment of expenses incurred or to be incurred by, and the provision of facilities to, the Mayor and Councillors in relation to discharging the functions of civic office.

2. OBJECTIVES AND SCOPE OF THE POLICY

- 2.1 The objectives of the policy are to:
 - (a) ensure there is consistency in the application of reimbursement of expenses and provision of facilities to Councillors in an equitable and non-discriminatory manner;

5.57 PAYMENT OF EXPENSES & PROVISION OF FACILITIES POLICY
 Adopted by Council [DATE]
 Minute No. [INSERT]

Page 3 of 20

- (b) assist Councillors to represent the interests of residents and ratepayers of Camden and to facilitate communication between the community and Council; and
- (c) provide a level of support which will serve to encourage residents to seek election to civic office.

2.2 This policy applies equally to the Mayor and all Councillors.

3. MAKING AND ADOPTION OF THE POLICY

- 3.1 *The Local Government Act 1993* (the Act) requires Council to review and submit its policy to the Director-General of the Office of Local Government within 28 days of adoption by the Council, even if it proposes to adopt an unchanged policy. Current policies must be submitted by 30 November each year.
- 3.2 Before adopting or amending this policy, the Council must give public notice of its intention and allow at least 28 days for public submissions. Any public submissions received will be considered, and appropriate changes made, prior to the adoption of the policy.
- 3.3 Even if changes that are considered 'not substantial' are proposed, the required annual adoption of this policy must still be subject to the public notification process outlined above.
- 3.4 At any time, other than the required annual adoption of this policy, if the proposed amendment is not substantial then Council is not required to provide public notice. The term 'not substantial' should be taken to mean minor changes to the wording of the policy, or changes to monetary provisions or rates that are less than five (5) per cent. It also means minor changes to the standard of the provision of equipment and facilities. Any new category of expenses, facilities and equipment included in the policy will require public notice.

4. REPORTING REQUIREMENTS

- 4.1 Section 428 of the Act requires councils to include in their annual report:
 - (a) the Council's policy on the provision of facilities for, and the payment of expenses to, Mayors and Councillors;
 - (b) the total amount of money expended during the year on providing those facilities and paying those expenses; and
 - (c) additional information as required by the *Local Government (General) Regulation 2005*.

5. RELEVANT LEGISLATION AND POLICIES

- 5.1 The following legislation, policies and guidelines are relevant to this policy:
 - Sections 252-254, *Local Government Act 1993* - Payment of expenses and provision of facilities;
 - Section 428, *Local Government Act 1993* - Annual reports;
 - Clause 217, *Local Government (General) Regulation 2005* - Additional information for inclusion in annual reports;

ORD03

Attachment 2

- Clause 403, *Local Government (General) Regulation 2005* - Payment of expenses and provision of facilities;
- Camden Council's 'Code of Conduct';
- Department of Local Government Guidelines (May 2009) issued under section 23A of the *Local Government Act 1993*;
- Department of Local Government Circulars to Councils;
 - Circular 05/08 *Legal assistance for Councillors and Council employees*;
 - Circular 10/26, *Misuse of Council resources*;
 - Circular 08/37, *Council decision making prior to ordinary elections*;
 - Circular 11/27, *Findings from review of Councillor expenses and facilities policies*;
- ICAC Publication, *No Excuse for Misuse: preventing the misuse of council resources - Guidelines: 2* (November 2002)

6. APPROVAL AND SUPPORT ARRANGEMENTS

- 6.1 Various approval arrangements are indicated throughout this policy and vary from full Council resolution approval to approval by the Mayor (or Deputy Mayor in the case of a claim by the Mayor) and General Manager.
- 6.2 The Executive Services Coordinator will assist Councillors with respect to seeking reimbursement of expenses incurred in their role as a Councillor, assisting with travel and accommodation arrangements, attendance at civic events, training and education, and the provision of facilities under this policy.
- 6.3 All claims for reimbursement must be made within one (1) month of the date of the receipt and on the appropriate 'Councillor Travel and/or Expense Claim Form' (**Appendix A**), together with production of relevant supporting evidence.
- 6.4 Claims for reimbursement of expenses less than \$75.00 (exclusive of GST) should be accompanied by a receipt, tax invoice, statutory declaration, or some other form of supporting evidence. Claims for reimbursement of expenses over \$75.00 (exclusive of GST) **must** be accompanied by a tax invoice.
- 6.5 Any claim will be reconciled with the relevant supporting evidence and authorised as follows:
- (a) authorised by the General Manager and Mayor (or Deputy Mayor where the claim is made by the Mayor) for spouse and partner expenses, incidental expenses, advance payments, travel, accommodation, childcare and carer fees;
 - (b) authorised by two of the 'Authorised Officers' as set out in clause 6.6 if the particular expense category does not require approval by the General Manager and Mayor (or Deputy Mayor in the case of a claim by the Mayor).
- 6.6 The General Manager, Mayor, Director Customer & Corporate Services, Manager Customer Service & Governance, Senior Governance Officer and Executive Services Coordinator are 'Authorised Officers' for the purpose of completing the 'Councillor Travel and/or Expense Form'.

PART 2 - PAYMENT OF EXPENSES

7. PAYMENT OF EXPENSES GENERALLY

- 7.1 This policy is applicable to any Council Administrator, should such Administrator act in that capacity from time to time.
- 7.2 Council is committed to ensuring that Councillors are reimbursed for expenses reasonably incurred in their role of Councillor so that they are not financially or otherwise disadvantaged in undertaking their civic duties.
- 7.3 To ensure consistency and transparency all expenses and costs claimed must be done so in accordance with the requirements of this policy.
- 7.4 For the purpose of clarity, it is noted that Councillor-related business refers to functions and duties that Councillors are required to undertake to fulfill their legislated role and responsibilities for the Council that should result in a direct benefit for the Council and/or the local government area.
- 7.5 Any expenses for Councillors attending conferences, including travel to, registration costs and incidental conference costs, will not be reimbursable under this Policy. Instead, Councillors are to personally fund (or utilise their Councillor annual allowance) any expenses incurred with respect to conference attendance.
- 7.6 Any expenses claimed for other meetings must be related to representing Council at official or ceremonial functions or Council related meetings as set out in this policy and in carrying out the civic duties of a Councillor.
- 7.7 For the purpose of clarity, a conference typically involves registration costs, accommodation, travel to and from the conference, sustenance and incidental costs such as taxi fares, telephone calls, etc.
- 7.8 This restriction on reimbursement for conferences does not apply to other Council related meetings. Examples of such other meetings may include external committee meetings, MACROC meetings, civic and ceremonial functions, citizenship ceremonies, Australia Day ceremonies, community group events and Chamber of Commerce meetings which relate to the interests of the local government area.
- 7.9 Claims for reimbursement of expenses will only be made on production of receipts for such amounts where indicated in this policy and on completion of the appropriate 'Councillor Travel and/or Expense Claim Form', itemising the expenses. Reimbursement of general expenses will not be allowed.
- 7.10 Claims for reimbursement of expenses less than \$75.00 (exclusive of GST) should be accompanied by a receipt, tax invoice, statutory declaration, or some other form of supporting evidence.
- 7.11 Claims for reimbursement of expenses over \$75.00 (exclusive of GST) must be accompanied by a tax invoice.

- 7.12 Payment of expenses will not be made to support a Councillor's attendance at political fundraising functions. Participation in Council elections is also a private matter and Councillors must not use Council resources in the course of this participation.

8. ATTENDANCE AT CONFERENCES

- 8.1 Councillors are encouraged to attend conferences as a formal representative of Council as part of discharging their functions of civic office.
- 8.2 Requests to attend conferences interstate or overseas must be approved by a Council resolution prior to attendance. The report to Council should outline the benefits of attendance by the Councillor.
- 8.3 The Mayor (or Deputy Mayor in the case of a claim by the Mayor) and the General Manager may approve attendance by Councillors at conferences within the State (ACT is taken to be included as part of NSW due to the proximity and ease of travel) without the need for Council resolution.
- 8.4 Any costs incurred relating to conference attendance, including registration fees, transport to and from the conference, accommodation, official lunches and dinners relevant to the conference and incidental expenses are to be personally funded (or paid from the Councillor's annual allowance) and are not reimbursable under this Policy.
- 8.5 For the purpose of clarity, the definition of a 'conference' relates to a formal meeting designed for consultation, exchange of information or discussion. Typically, conferences will involve registration costs, accommodation, travel to and from the conference, sustenance and incidental costs such as taxi fares, telephone calls, etc.
- 8.6 The conferences, and training and development opportunities, that Councillors will generally attend are:
- Local Government NSW Annual Conference;
 - special 'one-off' conferences called by Local Government NSW;
 - annual conferences and seminars of the major professions in Local Government; and
 - seminars which assist Councillors in increasing their awareness and improving their understanding of their legal & other obligations and responsibilities as elected representatives.
- 8.7 Any Councillor who does attend a conference must report back to Council with a full written report on the beneficial aspects of the conference. A report may be submitted via a mayoral minute, a notice of motion or a memorandum via the General Manager. One report may be submitted on behalf of a number of Councillors in attendance.
- 8.8 It is noted that this restriction on reimbursement for conferences does not apply to other Council related meetings. Examples of such other meetings may include external Committee meetings, MACROC meetings, civic and ceremonial functions, citizenship ceremonies, Australia Day ceremonies, ceremonial functions, community group events and Chamber of Commerce meetings relating to the interests of the local government area.

9. SPOUSE AND PARTNER EXPENSES

- 9.1 Where a Councillor is accompanied to a civic event, ceremonial function, conference or Council related meeting by a spouse/partner, costs incurred for the attendance of the spouse/partner shall be the responsibility of the Councillor. These costs relate to travel, partner's programme and out of pocket expenses.
- 9.2 There may be limited instances where certain costs incurred by a Councillor on behalf of their spouse/partner are properly those of the Councillor expended in the performance of civic duties. Accordingly, Council will reimburse reasonable expenses in attending these functions and meetings. Such functions could include those which a Councillors spouse/partner would be reasonably expected to attend such as Council civic and ceremonial receptions, Australia Day ceremonies or, on occasion, citizenship ceremonies.
- 9.3 Any further expenses incurred in relation to spouses/partners will not be reimbursed by Council. For the purposes of clarification, costs for a spouse/partner attending a conference and ancillary conference costs are not reimbursable under this policy.
- 9.4 Outside of these provisions, the Mayor (or Deputy Mayor in the case of a claim by the Mayor) and General Manager may approve payment for the attendance of a spouse/partner as part of a Council group booking to a local charity event or similar function as may occur from time to time.

10. INCIDENTAL EXPENSES

- 10.1 Out of pocket expenses or incidental expenses associated with attending civic events, ceremonial functions or Council related meetings will be reimbursed on presentation of receipts and completion of a claim form as provided above.
- 10.2 Examples of incidental expenses include telephone or facsimile calls, taxi fares, parking fees or meals where not part of the Council related meeting or function. Councillors may claim such expenses by completing the 'Councillor Travel and/or Expense Claim Form' (Appendix A) and attaching the relevant receipts. The Mayor (or Deputy Mayor in the case of a claim by the Mayor) and the General Manager will authorise payment of incidental expenses.
- 10.3 For the purpose of clarification under this paragraph, incidental expenses incurred for and during Councillor-attended conferences are not reimbursable under this policy. Any incidental expenses incurred by a Councillor regarding conference fees and incidental charges are to be personally funded (or be paid out of the Councillor's annual allowance).

11. ADVANCE PAYMENTS

- 11.1 Councillors may request payment in advance in anticipation of expenses being incurred for such matters as attending civic events, ceremonial functions and Council related meetings.

- 11.2 On return Councillors must produce all receipts for the expenditure of those funds, with a full reconciliation to be completed and authorised by the Mayor (or Deputy Mayor in the case of a claim by the Mayor) and General Manager.
- 11.3 Councillors are to produce the receipts and complete the reconciliation within one month of the expenditure being incurred.

12. TRAVEL TO CIVIC EVENTS, CEREMONIAL FUNCTIONS AND COUNCIL RELATED MEETINGS

- 12.1 Councillors will be reimbursed for travel expenses incurred relating to Council business and/or representing Council at civic events, ceremonial functions and Council related meetings. Reimbursement may include the use of a private motor vehicle, public transport, taxi, parking fees and road tolls.
- 12.2 All travel by Councillors should utilise the most direct route and the most practicable and economical mode of transport subject to any personal medical conditions.
- 12.3 Councillors using private vehicles will be paid the mileage allowance at the then-current rate set by the appropriate Local Government State Award, but subject to any such payment not exceeding economy class air fares to and from the particular destination. The mode and method of transportation to be used shall be agreed with the Mayor (or Deputy Mayor in case of a claim by the Mayor) and the General Manager prior to the travel taking place, and where possible Councillors should attempt to travel with other representatives from the Council in order to minimise costs.
- 12.4 Under this policy, Councillors are personally responsible for all traffic or parking fines incurred while travelling in private or Council vehicles on Council business.
- 12.5 For the purposes of clarification in this policy, the ACT is taken to be included as part of NSW due to the proximity and ease of travel.

13. TRAVEL TO CONFERENCES

- 13.1 Councillors will not be reimbursed for travel expenses incurred relating to attendance at conferences within NSW, interstate or overseas. Expenses incurred relating to Councillors attendance at conferences, including travel costs, are to be personally funded (or paid from the Councillor's annual allowance).

14. INTERSTATE TRAVEL

- 14.1 Full Council resolution approval is required prior to any interstate travel being undertaken by Councillors (excluding travel to ACT which may be authorised by Mayor and General Manager approval). The report to Council should include all details of the travel, including itinerary, expected costs and expected benefits.
- 14.2 Any costs incurred relating to interstate travel for Council business are to be personally funded (or paid from the Councillor's annual allowance).

15. OVERSEAS TRAVEL

- 15.1 Camden Council will not undertake any overseas travel unless a direct and tangible benefit for the Council and the local community can be established.
- 15.2 All overseas travel will be approved by a meeting of the Council prior to a Councillor undertaking a trip. Travel will be approved on an individual trip basis.
- 15.3 Before a proposal for overseas travel is approved, a detailed proposal, including nomination of the Councillor(s) undertaking the trip, purpose of the trip, expected benefits, duration, itinerary and approximate costs, will be furnished to the Council as part of the Council Business Paper.
- 15.4 After returning from overseas, Councillors or an accompanying member of staff will provide a detailed report to a meeting of the Council on the aspects of the trip relevant to council business and/or the local community.
- 15.5 Any costs incurred relating to overseas travel for Council business are to be personally funded by the Councillor (or paid for from the Councillor's annual allowance).

16. EXTENDING TRAVEL ARRANGEMENTS

- 16.1 Councillors wishing to extend their stay in a destination they have visited for council purposes, or to travel to an alternative location, will require the prior approval of the Mayor (or the Deputy Mayor in the case of a claim by the Mayor) and the General Manager. In such instances Councillors should recognise that the Council's responsibility for their travel ends when the business activity ends and not when they return home. Any additional costs incurred following the completion of the business activity, including accommodation, are not considered to be reimbursable expenses.

17. ACCOMMODATION

- 17.1 Councillors are to personally fund (or use their Councillor annual allowance) any accommodation costs incurred as a result of conference attendance.
- 17.2 In the rare occasion that accommodation is required as part of a civic event, ceremonial function or other Council related meeting, accommodation costs may be reimbursed by Council subject to approval by the General Manager and Mayor (or Deputy Mayor in the case of a claim by the Mayor).

18. TRAINING AND EDUCATIONAL EXPENSES

- 18.1 Council provides an amount in the annual budget for 'Councillor Training and Education' expenses to support and encourage active learning and skill development. Expenses for this item are limited to the annual budget allocation in any one year and are separate to this policy. Payment of additional expenses/costs in relation to such training will be as per this policy.

ORD03

Attachment 2

19. MOBILE PHONES, IPADS AND OTHER TELECOMMUNICATION RELATED EXPENSES

- 19.1 Council will provide a mobile phone for use in order to carry out the Councillor's civic functions and responsibilities as provided in this policy under 'Provision of Equipment' below. Call charges and mobile phone data usage costs incurred for Council related business will be covered-reimbursed up to \$302-200 per month (inclusive of GST). Councillors are responsible for disclosing any personal calls made on their monthly statement and are to reimburse the Council for such personal calls accordingly.
- 19.2 If a Councillor decides to use their own personal mobile phone for Council related business, Council will reimburse an amount up to \$302-200 per month (inclusive of GST) for Council related business call costs and mobile phone data usage costs. Call charges associated with private use must be met by the Councillor.
- 19.3 Council provides three (3) options for Councillors to use iPads for Council related business (as per the Council's 'iPad Usage Policy') as follows:
- (a) a Council-issued iPad;
 - (b) bring-your-own-iPad, where Councillors wish to use their own personal iPad for Council related business; and
 - (c) provision of a SIM card where Councillors chose to use their own personal iPad for Council related business.
- 19.4 It is expected that where Councillors use Council issued iPads or Council issued SIM cards, that the iPads are used primarily for Council related business.
- 19.5 In the case of a Councillor using their own personal iPad for Council related business, Council will reimburse a percentage of the iPad data usage costs relevant to Council business, up to a maximum of \$42-50 per month (inclusive of GST).
- 19.6 If an individual landline is installed to the Councillor's premises, Council will reimburse an amount up to \$122 per month (inclusive of GST) to cover line rental as well as call charges for Council related business. Call charges associated with private business must be met by the Councillor.
- 19.7 Council will reimburse an amount up to \$42-50 per month (inclusive of GST) to Councillors for internet usage incurred primarily for Council related business. It is noted that where the same internet plan is used for internet and iPad connection, the Council will only reimburse up to the value of \$42-50 per month (inclusive of GST) in total.
- 19.8 Councillors must complete a 'Councillor Travel and/or Expense Claim Form' for each billing period in relation to telecommunication charges associated with Council related business. All claims for reimbursement for phone, iPad and internet costs must be made within one month of the date of the providers' invoice. Any amounts exceeding the limit must be approved for payment by the Mayor (or Deputy Mayor in the case of a claim by the Mayor) and General Manager.

20. CHILD CARE AND CARE OF ELDERLY, DISABLED AND/OR SICK IMMEDIATE FAMILY MEMBERS

20.1 Councillors will be reimbursed ~~fees~~ for the reasonable cost of care arrangements including child care expenses and the care of immediate family members who are elderly, disabled and/or sick in order to allow Councillors to attend Council and other official meetings/functions or to attend to their responsibilities and duties as a Councillor. Carer costs will be paid to cover the period 30 minutes prior to the scheduled commencement time of the meeting/function and one hour after the conclusion of the meeting/function.

20.2 The rate of reimbursement for care will be to a maximum of ~~\$46.30~~ per hour or as varied by Council from time to time, payable on the provision of receipts or a declaration by the Councillor for such payments ('Councillor Travel and/or Expense Claim Form'), within 1 month of the period being claimed. The Mayor (or Deputy Mayor in the case of a claim by the Mayor) and the General Manager will authorise payment of care and other related expenses.

21. LEGAL EXPENSES AND OBLIGATIONS

21.1 Council may, by way of resolution specifying the amount involved, indemnify or reimburse the reasonable legal expenses:

- (a) of a Councillor defending an action arising from the performance in good faith of a function under the *Local Government Act 1993* or any other Act for and on behalf of Council; or
- (b) of a Councillor defending an action in defamation provided the statements complained of were made in good faith in the course of exercising a function under the *Local Government Act 1993*; or
- (c) of a Councillor for proceedings before the Local Government Pecuniary Interest Tribunal, the Independent Commission Against Corruption, Office of Ombudsman, Office of Local Government, Department of Premier and Cabinet, NSW Police Force, Director of Public Prosecutions or Council's Conduct Review Committee / Reviewer, provided, the subject of the proceedings arises from the performance in good faith by the Councillor of a function under the *Local Government Act 1993*.

21.2 If points 21.1(a), (b) or (c) have been satisfied, Council will reimburse the reasonable legal expenses only if the enquiry, investigation, hearing or proceedings taken against a Councillor results in a finding substantially favorable to the Councillor.

21.3 In addition, the amount of such reimbursement shall be reduced by the amount of any monies that may be or are recouped by the Councillor on any basis.

21.4 Legal costs will not be met for legal proceedings that do not involve a Councillor performing their role as a Councillor.

- 21.5 The Council must not meet the legal costs of legal proceedings initiated by a Councillor under any circumstance.
- 21.6 The Council must not meet the legal costs of a Councillor seeking advice in respect of possible defamation or in seeking a non-litigious remedy for possible defamation.
- 21.7 No legal expenses may be incurred by a Councillor without the express resolution of the Council prior to the expense being incurred.

22. INSURANCE EXPENSES AND OBLIGATIONS

- 22.1 Councillors will receive the benefit of insurance cover to the limit specified in the Council's insurance policies for the following matters arising out of the performance of their civic duties and/or exercise of their council functions:
- (a) Public Liability – public liability and professional indemnity insurances apply in relation to claims arising out of a Councillor's (alleged) negligent performance of civic duties or exercise of their functions as a Councillor, subject to any limitations or conditions set out in the policy.
 - (b) Professional Indemnity – for matters arising out of a Councillor's performance of civic duties or exercise of functions provided the performance or exercise of the relevant civic duty or function is, in the opinion of Council, bona fide and/or proper.
 - (c) Personal accident – coverage where personal injury occurs whilst on Council business Australia wide.
- 22.2 Travel insurance, if considered appropriate, for any approved overseas travel on Council business is to be personally funded (or paid from the Councillor's annual allowance).

23. ADDITIONAL MAYORAL EXPENSES

- 23.1 Nil.

PART 3 – PROVISION OF FACILITIES

24. GENERAL PROVISIONS

- 24.1 Council will provide facilities, equipment and services that are appropriate to support the Mayor and Councillors in undertaking the role of elected members.
- 24.2 Council facilities, equipment and services are not to be used to produce election material or for any other political purposes. Councillors should not generally obtain private benefit from the provision of equipment or facilities, nor from any travel bonus or other such loyalty scheme.
- 24.3 It is acknowledged that incidental use of council equipment and facilities may occur from time to time. Such incidental private use is not subject to compensatory payment.

- 24.4 Where more substantial private use occurs, Councillors will be expected to make a payment to cover the level of private use. This payment will be made on a full cost recovery basis.
- 24.5 Councillors must be scrupulous in their use of Council property, including intellectual property, official services and facilities and should not permit misuse by any other person or body.
- 24.6 Councillors should avoid any action or situation, which could create the appearance that Council property, official services or public facilities are being improperly used for their benefit or the benefit of any other person or body.
- 24.7 The interests of a Councillor in their re-election is considered to be a personal interest and as such the reimbursement of travel expenses incurred on election matters is not appropriate. Council letterhead, council crests and other information that could give the impression it is official council material must not be used for these purposes.
- 24.8 Councillors must not convert any property of the Council to their own use unless properly authorised.

25. PROVISION OF EQUIPMENT

- 25.1 Council will provide the following equipment to Councillors, if requested, subject to the reimbursement of expenses/limitations mentioned elsewhere in this policy:
- mobile phone (standard as provided to staff), Blackberry or smart-phone with internet and email capability;
 - computer equipment (standard as provided to staff) or laptop and a wireless capable printer/fax multi-function machine with router, together with printer cartridges and replacements;
 - iPads will be provided to Councillors and are the preferred mechanism for distribution of the Council's Business Paper; and
 - internet and iPad data usage for Council related business up to the value of \$42.50 per month (inclusive of GST).

26. PROVISION OF FACILITIES

- 26.1 The following facilities are provided:
- a Councillors' Room is provided in the Council Offices to assist Councillors in dealing with resident and ratepayer matters and Council business generally;
 - Councillors' letterhead;
 - sustenance is only provided to Councillors at Council/Committee meetings. Meals are provided at civic functions and the like for Councillors and/or partners; and
 - the provision of an Executive Services Coordinator to assist and support Councillors.

27. PROVISION OF ADDITIONAL EQUIPMENT AND FACILITIES FOR MAYOR

- 27.1 The role of the Mayor is:
- (a) to exercise, in the case of necessity, the policy making functions of the governing body of the Council between meetings;
 - (b) to exercise such other functions of the Council as the Council determines;
 - (c) to preside at meetings of the Council; and
 - (d) to carry out the civic and ceremonial functions of the mayoral office.
- 27.2 In order to reflect the additional time and commitment required to carry out the responsibilities of the Mayor, in addition to the support provided to Councillors, the following is provided to the Mayor:
- (a) Mayoral Office - to assist in carrying out the Mayoral functions;
 - (b) secretarial support is provided by the Executive Services Coordinator;
 - (c) a dedicated Mayoral carparking space in the Council carpark adjacent to the Council Offices; and
 - (d) a dedicated Mayoral vehicle is currently not provided for private or Council use, however the Mayor may request the use of a Council pool vehicle or, if a Council pool vehicle is unavailable, a hire vehicle, similar to the current Council fleet vehicles, for official Council business, if a vehicle is required.

PART 4 – OTHER MATTERS**28. PERSONAL BENEFIT**

- 28.1 Councillors should not obtain private benefit from the reimbursement of expenses, provision of equipment and facilities, nor from travel bonuses or any other loyalty schemes.

29. ACQUISITION AND RETURNING OF FACILITIES AND EQUIPMENT BY COUNCILLORS

- 29.1 On completion of the term of office, extended leave of absence or at the cessation of civic duties and where requested, Councillors are required to return all equipment and facilities issued by the Council within 28 days. This includes unused consumables.
- 29.2 Any internet allowance provided under this policy is only applicable up until the last month of term of office held by a Councillor.
- 29.3 All equipment provided to Councillors contained in this policy, remain the property of Camden Council.
- 29.4 The General Manager will consider requests from Councillors to purchase equipment previously allocated to them (including Blackberry, iPhone and iPad) at an agreed fair market price.

30. GENERAL DISPUTE RESOLUTION

- 30.1 Should a dispute arise as to payment of a claim for reimbursement of expenses or provision of facilities, the matter should be submitted in writing by the Councillor to the General Manager, who will determine the matter in conjunction with the Mayor (or Deputy Mayor in the case of a claim by the Mayor) in accordance with the terms of this policy.

RESOLUTION Voted 10/12/14

ORD03

Attachment 2

RELEVANT LEGISLATION:	<p><i>Local Government Act 1993 – sections 252-254, 428</i> <i>Local Government (General) Regulation 2005 – clauses 217, 403</i> 'Guidelines for the payment of expenses and the provision of facilities for Mayors and Councillors', Division of Local Government, October 2009 <i>DLG Circular 05/08 Legal assistance for Councillors and Council employees;</i> <i>DLG Circular 10/26, Misuse of Council resources</i> <i>DLG Circular 08/37, Council decision making prior to ordinary elections</i> <i>DLG Circular 11/27, Findings from review of Councillor expenses and facilities policies</i> <i>ICAC Publication, No Excuse for Misuse, preventing the misuse of council resources – Guidelines: 2 (November 2002)</i></p>
RELATED POLICIES AND PROCEDURES:	<p>5.3 Code of Conduct 5.73 iPad Usage Policy</p>
RESPONSIBLE DIRECTOR:	Director Customer & Corporate Services
APPROVALS:	ELG, Council
NEXT REVIEW DATE:	November 2015
RECORD KEEPING NOTES:	
CONFIDENTIALITY/PRIVACY:	Publicly available document – available on Council's website.
HISTORY:	
ADOPTED:	26 November 2013
MINUTE:	ORD322/13
ADOPTED:	27 November 2012
MINUTE:	ORD298/12
ADOPTED:	8 November 2011
MINUTE:	ORD 270/11
ADOPTED:	23 November 2010
MINUTE:	ORD262/10
ADOPTED:	27 October 2009
MINUTE:	ORD252/09
ADOPTED:	25 November 2008
MINUTE:	ORD302/08
ADOPTED:	12 February 2007
MINUTE:	ORD25/07
ADOPTED:	11 September 2007
MINUTE:	ORD238/07
<p>5.57 PAYMENT OF EXPENSES & PROVISION OF FACILITIES POLICY Adopted by Council [DATE] Minute No. [INSERT]</p>	



ANNEXURE A
COUNCILLOR TRAVEL &/OR EXPENSE CLAIM
 SECTION 252 LOCAL GOVERNMENT ACT 1993

COUNCILLOR: _____
MONTH: _____

TRAVEL EXPENSES				
MEETING DETAILS	DATE	KMS	RATE *	VALUE
SUB TOTAL:			\$	

* Kilometre rate (cents per kilometre) depending on vehicle capacity and current Local Government (State) Award.

OTHER EXPENSES	
DETAILS	VALUE
SUB TOTAL:	
\$	

If additional space is required, please include attachment.
 Note: For amounts over \$75.00 (exclusive of GST) an invoice **must** be provided.

TOTAL VALUE FOR REIMBURSEMENT: \$

CERTIFICATION
 I hereby certify that this claim is in accordance with Section 252 of the Local Government Act and Council's Policy '5.57 Payment of Expenses & Provision of Facilities'.

SIGNATURE OF CLAIMANT: _____
DATE: _____

Payment of this claim will be made by Electronic Funds Transfer (EFT), through Council's normal Creditor payment facility. Claimants should ensure that correct banking details are held by Council.

_____ Mayor/Deputy Mayor	_____ Authorised Officer (if within limits provided by the Policy)
_____ General Manager	_____ Authorised Officer (if within limits provided by the Policy)

ORD03

Attachment 2

ANNEXURE B
Monetary Limits to Expenses

EXPENSES	INDICATIVE EXPENSE LIMITS MAYOR & COUNCILLORS	POLICY CLAUSE
In House Training Local Travel	N/A – Budget allocation Private vehicle use - rates set out in Local Government State Award	12 and 13
Interstate Travel	N/A – Council resolution required to approve travel and all expenses to be personally funded (or paid from the Councillor's annual allowance).	14
Overseas Travel	N/A – Council resolution required to approve travel and all expenses to be personally funded (or paid from the Councillor's annual allowance).	15
Mobile phone call costs, including data usage	\$200 \$303 per month	19
Telephone line rental and call costs	\$122 per month	19
Internet / Smart Phone / iPad data usage costs	\$42 \$50 per month	19
Care / Childcare Arrangements	Up to \$30 \$16 per hour	20

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ANNEXURE C
Available Facilities

EXPENSE	MAYOR	COUNCILLORS
Computer Equipment	Available	Available
Laptop Computer/Ipad	Available	Available
Multifunction Printer/Fax Facility with wireless capability/router	Available	Available
Internet and / iPad/smart-phone data usage	Available	Available
Mobile Phone/Blackberry	Available	Available
Telephone line rental	Available	Available
Secretarial Support	Available	Not Available
Executive Services Coordinator Support	Available	Available
Councillors' Room	Available	Available
Ceremonial dress	Available	Not Available
Corporate clothing	n/a	n/a
Meals/refreshments related to Council Meetings, office functions and committee meetings	Available	Available
Stationary, office supplies, postage, business cards & other similar consumables	Available	Available
Car Parking Space	Available	Not Available
Dedicated Mayoral Vehicle	Not Available	n/a
Council Pool Vehicle Use	Available	Not Available
Disabled Access	Available	Available



DEALING WITH DOMESTIC VIOLENCE AT WORK POLICY 0.00

0.00 DEALING WITH DOMESTIC VIOLENCE AT WORK
Adopted by Council: [DATE]
Minute No: [INSERT]

Page 1 of 5

DEALING WITH DOMESTIC VIOLENCE AT WORK

DIVISION: CUSTOMER AND CORPORATE SERVICES

BRANCH: EMPLOYEE SERVICES

PART 1 - INTRODUCTION

1. BACKGROUND

- 1.1 Council recognises that employees may face situations of violence or abuse in their personal life that may affect their attendance or performance at work.
- 1.2 Council recognises that domestic violence is unacceptable either at home or in the workplace.

2. OBJECTIVE

- 2.1 The policy provides avenues of support for employees who experience domestic violence.

3. SCOPE

- 3.1 This policy applies to employees of Camden Council.

4. DEFINITIONS

- 4.1 Council accepts the definition of domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*. The most commonly acknowledged forms are physical and sexual violence, threat and intimidation, emotional and social abuse, and economic deprivation.

PART 2 - POLICY STATEMENT

5. GENERAL MEASURES

- 5.1 Proof of domestic violence will be required and can be in the form of a document issued by the Police Force, a Court, a health professional who specialises in dealing with domestic violence, district nurse or a Family Violence Support Officer.
- 5.2 For employee protection the Australian Domestic & Family Violence Clearinghouse recommends employees experiencing domestic violence obtain a domestic violence court protection order that includes their work place as well as their home. An employee can also use this order as proof for accessing leave for dealing with domestic violence.
- 5.3 All personal information concerning domestic violence will be kept confidential in line with Council policy and relevant legislation. Information will not be kept on an employee's personnel file without their express written permission.

- 5.4 No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing domestic violence provided the required evidence has been provided.
- 5.5 The Council contact will be the Manager Employee Services & Community Engagement. Council will also provide an employee contact trained in dealing with staff experiencing domestic violence and the name of these contact/s will be available on the staff intranet.
- 5.6 An employee experiencing domestic violence may raise the issue with their immediate supervisor or the Manager Employee Services & Community Engagement. The supervisor may seek advice from the Manager Employee Services & Community Engagement if the employee chooses not to see Employee Services.
- 5.7 Where requested by an employee, the Manager Employee Services & Community Engagement will liaise with the employee's supervisor on the employee's behalf, and will make a recommendation on the most appropriate form of individual support to be provided in accordance with the Leave Entitlements and Individual Support options contained in this policy.
- 5.8 In the event that an employee reports domestic violence, the employee should be referred to local domestic violence contacts. These contacts will be available on the intranet.
- 5.9 Employee guidelines to accompany this policy will be developed and placed on the staff intranet.

6. LEAVE

- 6.1 An employee experiencing domestic violence will be granted [paid Special Leave of up to five days](#) for medical appointments, legal proceedings and other activities related to dealing with domestic violence.
- 6.2 This leave may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval (although notification is still needed), provided appropriate evidence is provided on the employees return.
- 6.3 An employee who supports a person experiencing domestic violence may apply for leave to accompany them to court or to hospital, or as agreed by the Manager Employee Services & Community Engagement provided appropriate evidence is provided.

7. INDIVIDUAL SUPPORT

- 7.1 In order to provide support to an employee experiencing domestic violence and to provide a safe work environment to all employees, Council will consider any reasonable request from an employee experiencing domestic violence for:
 - (i) temporary changes to their span of hours or pattern of hours and/or shift patterns;
 - (ii) temporary job redesign or changes to duties;
 - (iii) temporary relocation to suitable employment within the Council;
 - (iv) a change to the employee's work telephone number or work email address to avoid harassing contact; and

(v) any other measures deemed appropriate and agreed in consultation with the employee, their supervisor and the Manager Employee Services & Community Engagement.

7.2 An employee experiencing domestic violence will be referred to the Employee Assistance Program (EAP) and/or other support services. The EAP provider employs professionals trained to support staff experiencing a range of personal, relationship and work related issues.

7.3 An employee who discloses to the Manager Employee Services & Community Engagement or their supervisor that they are experiencing domestic violence will be given a USB of information regarding support services provided by the Camden Wollondilly Domestic Violence Group.

8. PERPETRATING DOMESTIC VIOLENCE FROM THE WORKPLACE

8.1 Camden Council does not tolerate domestic violence being perpetrated in or from the workplace.

8.2 An employee who threatens, harasses or abuses a family or household member at, or from, the workplace will be subject to disciplinary action.

8.3 This includes the use of Council resources such as phones and email.

* * *

RELEVANT LEGISLATION: *Crimes (Domestic and Personal Violence) Act 2007*

RELATED POLICIES AND PROCEDURES: 5.14 Flexible Working Hours
5.55 Respect and Dignity in the Workplace

RESPONSIBLE DIRECTOR: Director Customer & Corporate Services

APPROVALS: Consultative Committee, ELG, Council

NEXT REVIEW DATE: **October 2016**

RECORD KEEPING NOTES:

CONFIDENTIALITY/PRIVACY: Available to the public.

HISTORY:

ADOPTED: [dd month yyyy]
MINUTE: [ORDxx/yy]

ORD07

Attachment 1

Note: Biodiversity certification to be conferred over the entire site located within the Camden LGA (as outlined in red below)

