



# Camden Council

## Attachments

**Ordinary Council Meeting**  
**28 November 2017**

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**Camden Council**  
**Administration Centre**  
**70 Central Avenue**  
**Oran Park**



# ORDINARY COUNCIL

## ATTACHMENTS - ORDINARY COUNCIL

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### 1.0 - General Conditions of Consent

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

- (1) **Approved Plans and Documents** - Development shall be carried out in accordance with the following plans and documentation, and all recommendations made therein, except where amended by the conditions of this development consent:

Plan Reference/ Drawing No.	Name of Plan	Prepared by	Date
14073 – DA02 revision C	Demolition Plan	De Angleis Taylor & Associates	20 December 2016
14073 – DA03 revision J	Site Plan - Ground	De Angleis Taylor & Associates	16 December 2016
14073 – DA04 revision F	Site Plan – First Floor	De Angleis Taylor & Associates	17 August 2017
14073 – DA05 revision H	Ground Floor Plan	De Angleis Taylor & Associates	16 August 2017
14073 – DA06 revision E	First Floor Plan	De Angleis Taylor & Associates	16 May 2017
14073 – DA07 revision E	Roof Plan	De Angleis Taylor & Associates	20 February 2017
14073 – DA08 revision D	Elevations	De Angleis Taylor & Associates	20 February 2017
14073 – DA09 revision G	Elevations	De Angleis Taylor & Associates	16 August 2017
14073 – DA10 revision D	Sections	De Angleis Taylor & Associates	20 February 2017
14073 – DA11 revision G	Sections	De Angleis Taylor & Associates	16 May 2017
14073 – DA12 revision G	Perspectives	De Angleis Taylor & Associates	16 August 2017
02-16.00	Cover Sheet	Distinctive	19.05.17
02-16.01	Palettes, Schedule, Notes & Details	Distinctive	19.05.17
02-16.02 issue E	Landscape Plan	Distinctive	19 May 2017
15165CON Revision H Sheets 1-6	Concept Plans Drainage and Stormwater Management	SitePlus	November 2017
-	Plan for	SitePlus	November

	Accessway Extension		2017
Document Title	Prepared by	Date	
Flood Risk Assessment and Flood Evacuation Plan - Revision 6	Siteplus	6 October 2017	
Letter - <i>Alteration &amp; Additions to Camden Vale Milk Company Building</i> Ref, SC17089	MSL Consulting Engineers Pty Ltd	15 March 2017	
Remediation Action Plan Revised Lot 100 (DP 1147682)	Harvest Scientific Services	17 August 2017	
Noise Impact Assessment	Rodney Stevens Acoustics	9 May 2017	
Traffic and Parking Impact Assessment	TSA	April 2017	
Waste Management Plan	De Angelis Taylor & Associates	August 2017	
Arboricultural Assessment & Impact Report	Horticultural Management Services	30 March 2015	
Salinity Assessment	Harvest Scientific Services	4 May 2016	
Heritage Scope of Works	Denis Gojak	17 August 2016	

- (2) **General Terms of Approval/Requirements of State Authorities** - The general terms of approval/requirements from state authorities shall be complied with prior to, during, and at the completion of the development.

The general terms of approval/requirements are:

1. Roads and Maritime Services SYD16/00398/04 dated 26 May 2017.
  2. NSW Police Force dated 29 March 2016.
  3. Sydney Water email dated 31 March 2017.
- (3) **Outdoor Seating** – There is no outdoor seating approved as part of this consent.
- (4) **Existing Support Posts on Council Land** - The two existing support posts which are located within Council road reserve that support the awning on the Argyle Street frontage must be removed. This part of the awning must be supported by a cantilever.
- (5) **Signage** – The only signage approved as part of this consent is the building identification sign on the heritage building and the pylon sign as shown on the approved plans to the eastern side of the Argyle Street vehicular access.

- (6) **Building Code of Australia** - All building work shall be carried out in accordance with the BCA. In this clause, a reference to the BCA is a reference to that Code as in force on the date the application for the relevant Construction Certificate is made.
- (7) **Works in Road Reserves** - Where any works are proposed in a public road reservation, a Road Opening Permit shall be obtained from Council in accordance with Section 138 of the *Roads Act 1993* prior to works commencing.
- (8) **Engineering Specifications** - The entire development shall be designed and constructed in accordance with Council's Engineering Specifications.
- (9) **Local Traffic Committee Concurrence** - Installation of or changes to regulatory signage, line marking and devices are subject to the concurrence of Council's Local Traffic Committee on local roads, and the Roads and Maritime Services on State roads.

These concurrences (as required) must be obtained prior to the installation of or any changes to regulatory signage, line-marking and devices.

- (10) **Tree Removal** - The trees identified below and/or as shown in the approved landscape plan Arboricultural Assessment & Impact Report is approved for removal.
- (11) **Reflectivity** - The reflectivity of glass index for all glass used externally shall not exceed 20%.
- (12) **Roof Mounted Equipment** - All roof mounted equipment such as air conditioning units, etc., required to be installed shall be integrated into the overall design of the building and not appear visually prominent or dominant from any public view.
- (13) **Noxious Weeds Management** - Any noxious or environmentally invasive weed infestations that occur during or after works must be fully and continuously suppressed and destroyed by appropriate means. New infestations must be reported to Council.

Pursuant to the *Noxious Weeds Act 1993*, the applicant must at all times ensure that any machinery, vehicles or other equipment entering or leaving the site are clean and free from any noxious weed material.

Earth moved containing noxious weed material must be disposed of at any approved waste management facility and be transported in compliance with the *Noxious Weeds Act 1993*.

- (14) **Graffiti Resistant Materials and Finishes** – Graffiti resistant materials and finishes must be used where possible.
- (15) **Use of a Heritage Consultant** - A heritage consultant experienced in heritage restoration and renovation works is to be commissioned to work with the consultant team throughout the design development, contract documentation and construction stages of the project. The heritage consultant is to be involved in the resolution of all matters where existing significant fabric and spaces are to be subject to preservation, restoration, reconstruction, adaptive reuse, recording and demolition.

The heritage consultant is to be provided with full access to the site and authorised by the applicant to respond directly to Council where information or clarification is required regarding the resolution of heritage issues throughout the project. Evidence

and details of the above commission on the above terms are to be provided to Council's Heritage Advisor prior to commencement of work on site.

- (16) **General Requirements for Works to Heritage Building** – The following must be adhered to during works to the heritage building:
- (a) The proposed works are to be carried out in a manner that minimises demolition, alterations and new penetrations/fixings to the significant fabric of the existing building which is listed as a Heritage Item.
  - (b) The fabric and features to be retained by the proposal must be properly protected during the process of demolition and construction.
  - (c) All conservation and adaptation works are to be in accordance with the Articles of the Australian ICOMOS Burra Charter 1999.
  - (d) New services are to be surface mounted rather than chased-in to existing walls to minimise impact on heritage fabric.
  - (e) Appropriately qualified tradespersons (as appropriate) are to be commissioned who are skilled in traditional building and engineering trades to carry out the proposed scope of works.
  - (f) The new reconstructed windows on the existing building must match the original material, which is timber joinery and steel-framed.
  - (g) The original face brickwork must not be rendered, painted or coated.
- (17) **Remediation Works** - All works proposed as part of the Remediation Action Plan that includes: excavation, remediation, monitoring, validations, placement of soils, site management and security, health and safety of workers, must be undertaken on the site in accordance with the Remediation Action Plan titled "Remediation Action Plan (RAP) Revised Lot 100 (DP 1147682) Argyle Street Camden, prepared by Harvest Scientific, Ref No 201489, dated 17 August 2017." (except as stated in any other condition of this consent).
- (18) **Variation or Modification of Works** – Any variation or modification of remedial works or compliance or validation works, from that stated in the approved 2 Remediation Action Plan, other than those variations or modifications as stated in this consent, must be requested from the Consent Authority in writing and approved by the Consent Authority and a NSW DEC Accredited Site Auditor in writing prior to any such works being undertaken. Where variation/s or modification/s is considered by the Consent Authority to be "major" then separate development consent may be required.
- (19) **Remediation Works Inspections** – A qualified environmental consultant or scientist will be required to inspect the remediation works to confirm compliance with the RAP that includes all health and safety requirements.
- (20) **Works as Executed Plan** – A works as executed plan must be submitted to the Consent Authority (Camden Council) within 30 days of validation of remediation works that identifies the locations of where the remediation works was undertaken on the site.
- (21) **Site Audit Statement** - All remediation works and the Validation Report shall be reviewed by a NSW EPA Accredited Site Auditor (Site Auditor) as defined under the *Contaminated Land Management Act 1997* at the conclusion of the remediation works.

The Site Auditor shall provide a Site Audit Statement (SAS) in accordance with the contaminated lands planning guidelines, *Contaminated Lands Management Act 1997*, SEPP 55 and Council's Contaminated Lands Policy, confirming the land is suitable for the intended use. The SAS shall be provided to the Consent Authority within 30 days following the completion of the remediation works and submission of the Validation Report.

- (22) **Workcover Authority** - All remediation work must comply with relevant requirements of NSW WorkCover Authority.
- (23) **Licenses** – It is the responsibility of the applicant / land owner / site operator to ensure that all relevant licenses are obtained from all appropriate authorities in accordance with relevant legislation requirements prior to the commencement of remediation works.
- (24) **Compliance of Remediation Work** - All remediation work must also comply with the following requirements:
- Contaminated Land Management Act 1997;
  - Department of Urban Affairs and Planning – Contaminated Land Planning Guidelines 1998;
  - SEPP55 – Remediation of Land;
  - Sydney Regional Plan No. 20 Hawkesbury Nepean River (No.2 –1997); and,
  - Camden Council's Adopted Policy for the Management of Contaminated lands.
- (25) **Window Glazing** – All external windows on the building must have 6.38 mm glazing installed on solid aluminium frames with rubber seals.
- (26) **Sealing of Gaps** – All gaps in finished external construction materials must be sealed with acoustic rated sealant.
- (27) **Selection of Roof / Ceiling Material** – The roof / ceiling of buildings must be constructed of materials that have a minimum RW35 (acoustic) rating.
- (28) **Conditional Approval for Tree Removal** - Consent is granted for the removal of six (6) trees as indicated within the Arboricultural Assessment and Impact Report prepared by Horticultural Management Services dated 30 March 2015.

The following conditions apply;

- a) Approved tree works are to be undertaken in accordance with the relevant provisions of AS 4373 'Pruning of amenity trees' and is to be carried out in accordance with the WorkCover NSW Code of Practice for the Amenity Tree Industry.
- b) Approved tree work should only be carried out by a fully insured and qualified Arborist. Suitable qualifications for an Arborist are to be a minimum standard of Australian Qualification Framework (AQF) Level 3 in Arboriculture for the actual carrying out of tree works and AQF Level 5 in Arboriculture for Hazard, Tree Health and Risk Assessments and Reports.
- c) This consent does not grant access to adjoining land. The applicant must negotiate any issues of access with adjoining property owners.

- d) Green waste and or timber generated from the approved tree work is to be recycled into mulch and reused on site or transferred to a designated facility for composting. Stock piles of green waste or processed timber for reuse including firewood must be stored behind the building line or place out view from the street within 28 days of the tree works authorised by this consent.
  - e) All reasonable measures must be taken to protect the remaining vegetation on the site from damage during the approved tree works.
- (29) **Flood Compatible Building Materials** - Buildings are required to be constructed using flood compatible building materials below the Flood Planning Level (FPL) as per Camden Council's Flood Risk Management Policy, the letter from MSL Consulting Engineers Pty Ltd *'RE: Alteration & Additions to Camden Vale Milk Company Building at 11 Argyle Street Camden'* - Ref, SC17089 (15 March 2017) and Section 5.4 – *Flood Compatible Materials* of the Siteplus report *'Camden Vale Milk Company Building Alterations and Additions – Flood Risk Management and Flood Evacuation Plan'* - Revision 6 (6 October 2017).
- (30) **Electrical Installations** - Electrical installations for both buildings are to be provided in accordance with Council's Flood Risk Management Policy and section 5.3 – *Electrical Installations* of the Siteplus report *'Camden Vale Milk Company Building Alterations and Additions – Flood Risk Management and Flood Evacuation Plan'* - Revision 6 (6 October 2017).
- (31) **Flood Storage** – No net reduction in flood storage below the 1% AEP flood level is permitted, as specified in the Siteplus Engineering plans – Plan No: 15 165 CON - Sheet 4 of 6 dated November 2017.
- (32) **Carpark Requirements** - All carpark areas to comply with AS 2890.1, AS 2890.2 and AS 2890.6.
- (33) **Water Quality Devices** – The following requirements for water quality must be provided:
- i. The *Ecosol Litter Basket* (RSF 100) is to be installed on all grated surface inlet pits on proposed development site.
  - ii. The *Humeceptor STC 2* water quality treatment device proposed to treat the car park catchment is not to be reduced in size nor replaced with an alternate manufacturer's product
  - iii. The Gross Pollutant Trap on proposed Pit 4 is to be designed and sized to treat a minimum 6 month ARI flow for the contributing 8.5 hectare catchment.

## 2.0 – Prior to Issue of a Construction Certificate

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

- (1) **Modified Documents and Plans** - The development shall be modified as follows:
- a) The car park aisle must be extended to provide uninterrupted access for Council's maintenance vehicles to access the Gross Pollutant Trap on proposed Pit 4.

- b) The paved area to be extended must be provided in accordance with the area shown in red as hatched on approved sketch plan for accessway extension.
- c) The extended paved area must be line marked to indicate that the area is for maintenance vehicles only.
- d) A turning template must be provided showing how a maintenance vehicle can reverse into the maintenance area.

Amended plans or documentation demonstrating compliance shall be provided to the Certifying Authority and Council prior to the issue of a Construction Certificate.

- (2) **Concrete Pipes** - All proposed concrete pipes from Pit 1 to Pit 6 (extent of works) are to be amended to Class 4 or higher if sub-standard cover according to Council's Engineering Specifications 2009 (or as amended).

Details demonstrating compliance shall be provided to the Certifying Authority with the Construction Certificate application.

- (3) **Civil Engineering Plans** - Civil engineering plans indicating drainage, roads, accessways, earthworks, pavement design, details of line-marking, traffic management, water quality and quantity facilities including stormwater detention and disposal, shall be prepared in accordance with the approved plans and Council's Engineering Design and Construction Specifications. Details demonstrating compliance shall be provided to the Certifying Authority with the Construction Certificate application.

The modifications as requested in conditions 1 & 2 above must be incorporated into the civil engineering plans.

A stormwater plan is to be submitted to the Certifying Authority prior to the augmentation of the existing drainage system to accommodate drainage from the approved development and to protect other property to the satisfaction of the Certifying Authority.

**Note** – Under the *Roads Act 1993*, only the Roads Authority can approve commencement of works within an existing road reserve.

- (4) **Performance Bond** - The applicant is to lodge a bond with Council to provide security for works undertaken within the existing public domain in accordance with Council's Development Infrastructure Bonds Policy.

**Note** – An administration fee is payable upon the lodgement of a bond with Council.

- (5) **Structural Engineer's Certificate** - A certificate must be prepared by a practising structural engineer certifying that the building design is capable of withstanding the effects of water and water pressure due to flooding.

Details demonstrating compliance with the letter from MSL Consulting Engineers Pty Ltd 'RE: Alteration & Additions to Camden Vale Milk Company Building at 11 Argyle Street Camden', Ref; SC17089 (15 March 2017) and Section 5.5 – *Structural Soundness of the Siteplus report 'Camden Vale Milk Company Building Alterations and Additions – Flood Risk Management and Flood Evacuation Plan' - Revision 6 (6 October 2017)*. shall be provided to the Certifying Authority with the Construction Certificate application

- (6) **Evacuation Plan Required** - A plan indicating that permanent, fail-safe, maintenance free measures are incorporated in the development to ensure that timely, orderly and safe evacuation of people and potential pollutant material from the buildings on-site should a flood occur. Details demonstrating compliance shall be provided to the Certifying Authority with the Construction Certificate application.
- (7) **Free Flow of Water** - The location and design of the proposed doors must allow free access and escape of floodwaters without causing damage to the building. Details demonstrating compliance shall be provided to the Certifying Authority with the Construction Certificate application.
- (8) **Water Resisting Construction** - All external and internal partitions, framework, service and flooring must be constructed using flood compatible material. Details demonstrating compliance shall be provided to the Certifying Authority with the Construction Certificate application.
- (9) **Electrical Installations** - Electrical Installations are to be provided in accordance with Council's Flood Risk Management Policy and Section 5.3 – Electrical Installations of the Siteplus report 'Camden Vale Milk Company Building Alterations and Additions – Flood Risk Management and Flood Evacuation Plan' – Revision 6 dated 6 October 2017.
- (10) **Hazardous Materials** - The storage of hazardous materials is not permitted below the Flood Planning Level. The applicant must demonstrate that there are adequate available areas above the Flood Planning Level for any proposed hazardous goods storage.
- (11) **Acoustic Report** - The development shall be constructed in accordance with Noise Impact Assessment prepared by Rodney Stevens Pty Ltd dated 9 May 2017. Details demonstrating compliance shall be provided to the Certifying Authority with the Construction Certificate application.
- (12) **Structural Engineer's Details** - The piers/slabs/footings/structural elements shall be designed and certified by a suitably qualified structural engineer and shall take into consideration the recommendations of any geotechnical report applicable to the site. A statement to that effect shall be provided to the Certifying Authority.
- (13) **Building Platform** - This consent restricts excavation or fill for the purposes of creating a building platform. The building platform shall not exceed 2m from the external walls of the building. Where the external walls are within 2m of any property boundary, no parallel fill is permitted and a deepened edge beam to natural ground level shall be used. Details demonstrating compliance shall be provided to the Certifying Authority with the Construction Certificate application.
- (14) **Retaining Walls** - The following restrictions apply to any retaining wall erected within the allotment boundaries:
  - a) retaining walls shall be constructed a minimum of 300mm from any property boundary to ensure all associated drainage and backfill remain wholly within the subject property;
  - b) adequate provisions shall be made for surface and subsurface drainage of retaining walls and all water collected shall be diverted to, and connected to, a stormwater disposal system within the property boundaries;
  - c) retaining walls shall not be erected within drainage easements;

- d) retaining walls shall not be erected in any other easement present on the land without the approval of the relevant authority benefited.

Details demonstrating compliance shall be provided to the Certifying Authority prior to issue of a Construction Certificate.

- (15) **Soil, Erosion, Sediment and Water Management** - An erosion and sediment control plan shall be prepared in accordance with Council's Engineering Specifications. Details demonstrating compliance shall be provided to the Certifying Authority with the Construction Certificate application.
- (16) **Validation Report** - A validation report prepared by a suitability qualified person shall be provided to the Certifying Authority and Council within 30 days following completion of the remediation works, which demonstrates:
  - a) compliance with the approved RAP;
  - b) that the remediation acceptance criteria (in the approved RAP) has been fully complied with;
  - c) that all remediation works undertaken comply with the contaminated lands planning guidelines, *Contaminated Lands Management Act 1997*, SEPP 55 and Council's Management of Contaminated Lands Policy;
 

and includes:

    - d) Works-As-Executed Plan(s) that identify the extent of the remediation works undertaken (that includes any encapsulation work) prepared by a registered surveyor;
    - e) a "notice of completion of remediation work" as required under Clause 18 of SEPP 55; and
    - f) statement confirming that the site following remediation of contamination is suitable for the intended use.

- (17) **Pollutants** - Discharge of pollutants is strictly forbidden. Measures to prevent the pollution of waters, air and land shall be incorporated into the development to comply with the requirements of the *Protection of the Environment Operations Act 1997*.

Where there is potential for pollutant discharge, a report by a suitably qualified expert shall be provided to the PCA detailing the pollution mitigation measures incorporated into the building design so that any discharges comply with the requirements of the *Protection of the Environment Operations Act 1997*.

- (18) **Garbage Room** - Plans showing the location and details of garbage room(s) and room(s) used for the washing and storage of garbage receptacles shall be provided to the Certifying Authority for approval. Garbage room(s) are to be constructed of solid material, cement rendered and trowelled to a smooth even surface. Floors are to be impervious, coved, graded and drained to an appropriate floor waste connection. Walls are to be smooth impervious surfaces. Ventilation, pest proofing and a hose tap must be provided.

- (19) **Detailed Landscape Plan** - A detailed landscape plan must be prepared in accordance with Council's Engineering Specifications. Details demonstrating compliance shall be provided to the Certifying Authority.
- (20) **Sydney Water Trade Waste** - The applicant shall contact the Commercial Trade Waste section of Sydney Water regarding the trade waste requirements. A written response from Sydney Water demonstrating compliance shall be provided to the Certifying Authority and Council.
- (21) **Food Premises** - The design, construction, fit-out, use and ongoing operation of the food premises and/or food storage area shall comply with all applicable Acts, Regulation, codes and standards including:
- a) the *Food Act 2003*;
  - b) the Food Regulation 2015;
  - c) Food Standards Australia and New Zealand – Food Standards Code 2003;
  - d) Council's Food Premises Code;
  - e) AS 1668.1-2015 and 1668.2-2012;
  - f) the BCA; and
  - g) AS 4674-2004 Design, construction and fitout of food premises

Details demonstrating compliance shall be provided to the Certifying Authority with the Construction Certificate application.

- (22) **Mechanical Ventilation** - Any room or area not provided with natural ventilation in accordance with the relevant requirements of the Building Code of Australia must be provided with a system of mechanical ventilation that complies with the requirements of Australian Standard 1668, Parts 1 & 2. Details demonstrating compliance shall be provided to the Certifying Authority with the Construction Certificate application.
- (23) **Archaeological Assessment** - An archaeological assessment undertaken by a suitably qualified archaeologist must be submitted to the PCA and Council's Heritage Advisor prior to the issue of a Construction Certificate.

The report must assess whether the proposed works have the potential to disturb any archaeological remains and the need for any archaeological investigation prior to commencement of any works on site. The report must also recommend measures and documentation to be undertaken during the process of demolition and excavation work.

- (24) **Building Works To Comply With BCA – Heritage Buildings** - Any building works required to ensure compliance with the BCA or new building standards not specified in the approved plans must not damage existing fabric and building features. If such upgrading works have impact or potentially have impact on existing fabric and features, details of the works must be submitted to the PCA and Council's Heritage Advisor prior to issue of a Construction Certificate.
- (25) **External Colour Scheme** - A schedule of colours based on paint scrapes is to be submitted to the PCA and Council's Heritage Advisor prior to the issue of the

Construction Certificate. The documentation must show the distribution of the colours on the elevation drawings, specify paint types and include colour swatches/colour names and codes.

- (26) **Heritage Conservation Works** - Prior to the issue of the Construction Certificate, a schedule of conservation works of all fabric identified as having heritage value to be undertaken concurrent with the works is to be submitted to the PCA and Council's Heritage Advisor.

The schedule is to be supported by outline specifications, methodologies and detailed architectural sections, elevations and plans for reconstruction works.

- (27) **Archival Recording** - Prior to a construction certificate being issued, an archival photographic recording of the heritage item is to be prepared and submitted the PCA and Council. The recording is to be in digital form prepared in accordance with the NSW Heritage Division of the Department of Environment and Heritage guidelines titled "Photographic Recording of Heritage Items using Film or Digital Capture". One copy of the record is to be submitted to Council to be lodged with Council's Archives.

The form of the recording is to be as follows:

- (a) The Development Application number must be noted on the submitted information.
  - (b) Include a summary report detailing the project description, date and authorship of the photographic record, method of documentation and limitations of the photographic record.
  - (c) Include written confirmation, issued with the authority of both the applicant and the photographer that Camden Council is granted a perpetual non-exclusive licence to make use of the copyright in all images supplied, including the right to make copies available to third parties as though they were Council images. The signatures of both the applicant and the photographer must be included.
  - (d) The report is to be submitted on a USB, CD, or PDF format, (created directly from the digital original), with the digital catalogue of images containing the following data for each: DOS title, image subject/description and data photograph was taken.
  - (e) The electronic images are to be taken with a minimum 8 megapixel camera, saved as JPEG TIFF or PDF files with a size of approximately 4-6MB, and cross referenced to the digital catalogue sheets and base plans. Choose only images that are necessary to document the process, and avoid duplicate images.
- (28) **Heritage Interpretation Plan** - An interpretation plan must be submitted to the PCA and Council's Heritage Advisor prior to a Construction Certificate being issued. The plan is to be prepared by a suitably qualified and experienced heritage practitioner or historian.

The interpretation plan must detail how information on the history and significance of the subject site will be provided for the public and make recommendations regarding public accessibility, signage and lighting. Public art, details of the heritage design, the display of selected artefacts are some of the means that can be used.

The plan must specify the location, type, making materials and contents of the interpretation device being proposed.

(29) **Long Service Levy** - In accordance with Section 34 of the *Building and Construction Industry Long Service Payments Act 1986*, the applicant shall pay a long service levy at the prescribed rate to either the Long Service Payments Corporation or Council for any building work that cost \$25,000 or more.

(30) **Damages Bonds** - The applicant is to lodge a bond with Council to ensure any damage to existing public infrastructure is rectified in accordance with Council's Development Infrastructure Bonds Policy.

**Note** – An administration fee is payable upon the lodgement of a bond with Council.

(31) **Premises Standards** - Prior to the issue of a Construction Certificate details shall be provided to the Principal Certifying Authority demonstrating compliance with the requirements of *Disability (Access to Premises – Buildings) Standards 2010*.

(32) **Fire Safety Upgrade** – Pursuant to Clause 94 of the *Environmental Planning and Assessment Regulation 2000*, the existing building is to be upgraded, as Camden Council considers that the measures contained in the building are inadequate:

- (a) to protect persons using the building, and to facilitate their egress from the building, in the event of fire; and
- (b) to restrict the spread of fire from the building to other buildings nearby.

Compliance with the following Parts of the *Building Code of Australia* is to be achieved in the fire safety upgrade of the existing building

- (a) Part B1
- (b) Part C1
- (c) Part C2
- (d) Part C3
- (e) Part D1
- (f) Part D2
- (g) Part D3
- (h) Part E1
- (i) Part E2
- (j) Part E4

If an Alternative Solution is proposed to achieve compliance with these Parts of the *Building Code of Australia*, it is to be prepared by a properly qualified and accredited Fire Engineer.

Details on the method of compliance are to be submitted to Camden Council with the Construction Certificate and Building Certificate application including detailed plans, and a scope of works.

All work required as part of the Fire Safety Upgrade of the existing building is to be completed prior to the issue of an Occupation Certificate

(33) **Easement Creation** – The following easements must be provided:

- a. An amended drainage easement must be provided along the eastern boundary of the site benefitting Council and burdening Lot 100 DP 114768. The width of the drainage easement shall be a minimum of five (5) metres.

- b. The existing drainage easement on the northern boundary of the site benefitting Lot 101 DP 1147682 and burdening Lot 100 DP 1147682 is to be retained.
- c. An amended Right of Carriageway benefitting Lot 101 DP 1147682 and burdening Lot 100 DP 1147682 is to be created to allow ingress and egress Lot 101 DP 1147682.
- d. A Right of Carriageway benefitting Council and burdening Lot 100 DP 1147682 is to be created to provide uninterrupted access for maintenance vehicles to the Gross Pollutant Trap. The Right of Carriageway shall extend over the entire access route through the site and car park aisle to the Gross Pollutant Trap.

Details demonstrating compliance shall be provided to Council with the Construction Certificate application.

### 3.0 - Prior to Commencement of Works

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

- (1) **Public Liability Insurance** - The owner or contractor shall take out a Public Liability Insurance Policy with a minimum cover of \$20 million in relation to the occupation of, and works within, public property (i.e. kerbs, gutters, footpaths, walkways, reserves, etc) for the full duration of the proposed works. Evidence of this Policy shall be provided to Council and the Certifying Authority.
- (2) **Notice of PCA Appointment** - Notice shall be given to Council at least two (2) days prior to subdivision and/or building works commencing in accordance with Clause 103 of the EP&A Regulation 2000. The notice shall include:
  - a) a description of the work to be carried out;
  - b) the address of the land on which the work is to be carried out;
  - c) the registered number and date of issue of the relevant development consent;
  - d) the name and address of the PCA, and of the person by whom the PCA was appointed;
  - e) if the PCA is an accredited certifier, his, her or its accreditation number, and a statement signed by the accredited certifier consenting to being appointed as PCA; and
  - f) a telephone number on which the PCA may be contacted for business purposes.
- (3) **Notice of Commencement of Work** - Notice shall be given to Council at least two (2) days prior to subdivision and/or building works commencing in accordance with Clause 104 of the EP&A Regulation 2000. The notice shall include:
  - a) the name and address of the person by whom the notice is being given;
  - b) a description of the work to be carried out;

- c) the address of the land on which the work is to be carried out;
  - d) the registered number and date of issue of the relevant development consent and construction certificate;
  - e) a statement signed by or on behalf of the PCA/developer (only where no PCA is required) to the effect that all conditions of the consent that are required to be satisfied prior to the work commencing have been satisfied; and
  - f) the date on which the work is intended to commence.
- (4) **Construction Certificate Required** - In accordance with the provisions of Section 81A of the *EP&A Act 1979*, construction or subdivision works approved by this consent shall not commence until the following has been satisfied:
- a) a Construction Certificate has been issued by a Certifying Authority;
  - b) a Principal Certifying Authority (PCA) has been appointed by the person having benefit of the development consent in accordance with Section 109E of the *EP&A Act 1979*;
  - c) if Council is not the PCA, Council is notified of the appointed PCA at least two (2) days before building work commences;
  - d) the person having benefit of the development consent notifies Council of the intention to commence building work at least two (2) days before building work commences; and
  - e) the PCA is notified in writing of the name and contractor licence number of the owner/builder intending to carry out the approved works.
- (5) **Sign of PCA and Contact Details** - A sign shall be erected in a prominent position on the site stating the following:
- a) that unauthorised entry to the work site is prohibited;
  - b) the name of the principal contractor (or person in charge of the site) and a telephone number on which that person can be contacted at any time for business purposes and outside working hours; and
  - c) the name, address and telephone number of the PCA.
- The sign shall be maintained while the work is being carried out, and shall be removed upon the completion of works.
- (6) **Archaeological Assessment** - Recommendations by the archaeological assessment are to be implemented during the process of demolition and excavation work. Should the assessment report suggest the site may contain relics and the proposed work may disturb them, council may request the applicant to amend the proposal so that the relics are properly protected or interpreted.
- (7) **Demolition Work** - Consent is granted for the demolition as per the approved demolition plan only, subject to compliance with the following conditions:

- a) The developer shall notify adjoining residents of demolition works seven (7) working days prior to demolition. Such notification is to be clearly written on A4 size paper giving the date demolition will commence and be placed in the letterbox of every premises (including every residential flat or unit, if any) either side, immediately at the rear of, and directly opposite, the demolition site;
  - b) Prior to demolition, the applicant shall erect a sign at the front of the property with the demolisher's name, licence number, contact phone number and site address;
  - c) Prior to demolition, the applicant shall erect a 1.8m high temporary fence and hoarding between the work site and any public property (footpaths, roads, reserves etc). Access to the site shall be restricted to authorised persons only and the site shall be secured against unauthorised entry when work is not in progress or when the site is otherwise unoccupied;
  - d) Prior to demolition, all services (such as sewer, telephone, gas, water and electricity) must be disconnected. The developer must consult with the relevant service authorities regarding their requirements for the disconnection of services;
  - e) Suitable erosion and sediment control measures in accordance with an approved erosion and sediment control plan shall be installed prior to the commencement of demolition works and shall be maintained at all times;
  - f) A Work Plan prepared by a suitably qualified person in accordance with AS 2601 'Demolition of Structures' shall be provided to the PCA for approval prior to demolition works commencing. The Work Plan shall identify hazardous materials including surfaces coated with lead paint, method of demolition, the precautions to be employed to minimise any dust nuisance and the disposal methods for hazardous materials;
  - g) If the property was built prior to 1987, an asbestos survey shall be carried out by a suitably qualified person prior to demolition. If asbestos is found, a WorkCover Authority licensed contractor shall remove all asbestos in accordance with the requirements of the WorkCover Authority, including notification of adjoining neighbours of asbestos removal. All asbestos material must be disposed of at a facility licenced to accept asbestos. Tipping receipts for the disposal of the asbestos must be retained.
  - h) The burning of any demolished material on site is not permitted and offenders will be prosecuted; and
  - i) Care shall be taken during demolition to ensure that existing services on the site (i.e. sewer, electricity, gas, phone, etc) are not damaged. Any damage caused to existing services is to be repaired by the relevant authority at the expense of the applicant.
- (8) **Soil Erosion and Sediment Control** - Soil erosion and sediment controls must be implemented prior to works commencing on the site in accordance with 'Managing Urban Stormwater – Soils and Construction' ('the blue book') and any Sediment and Erosion plans approved with this development consent.

- (9) **Dilapidation Report – Adjoining Property** – A dilapidation report prepared by a suitably qualified person, including a photographic survey of the following adjoining properties shall be prepared.

a) 40 Edward Street, Camden

All costs incurred in preparing the dilapidation report and complying with the conditions it imposes shall be borne by the applicant.

In the event that access for undertaking the dilapidation report is denied by an adjoining owner, the applicant shall demonstrate in writing that all reasonable steps have been taken to obtain access to and advise the affected property owner of the reason for the survey and that these steps have failed. Written concurrence shall be obtained from the PCA in such circumstances.

- (10) **Dilapidation Report – Council Property** - A dilapidation report prepared by a suitably qualified person, including a photographic survey of existing public roads, kerbs, footpaths, drainage structures, street trees and any other existing public infrastructure within the immediate area of the site shall be prepared. The report must be submitted to the PCA and Council at least 2 days prior to the commencement of works.

Should any public property or the environment sustain damage during the course of and as a result of construction, or if the construction works put Council's assets or the environment at risk, Council may carry out any works necessary to repair the damage or remove the risk. The costs incurred will be deducted from the applicant's damages bond.

- (11) **Traffic Management Plan** - A traffic management plan shall be prepared in accordance with Council's Engineering Specifications and AS 1742.3. The plan must be submitted to the PCA.

- (12) **Hazardous Building Materials Assessment** - A hazardous building material assessment shall be undertaken on all buildings and structures to be demolished that identifies all hazardous components on site. A HBMA report shall be provided to the PCA and Council.

Once hazardous components are identified, all demolition works that involve the demolition and removal of the hazardous materials shall ensure that all site personnel are protected from risk of exposure in accordance with relevant NSW WorkCover Authority and NSW Demolition Guidelines. Premises and occupants on adjoining land shall also be protected from exposure to any hazardous materials.

- (13) **Construction Management Plan** - A construction management plan that includes dust, soil and sediment and traffic management, prepared in accordance with Council's Engineering Design Specification, shall be provided to the PCA.

- (14) **Site and Environmental Management Plans** – In accordance with the approved remediation action plan and environmental management plan and occupational health and safety plan that addresses all relevant legislative requirements and environmental effects is required to be completed prior to the commencement of remediation works. The plan is to be provided by the remediation contractor and recognise all remediation requirements of the remediation action plan.

- (15) **Fill Management Plan** – A fill management plan (FMP) must be submitted with the Construction Certificate application. The FMP shall include procedures and controls for certifying that all material imported onto the site is VENM only and the management of the imported fill to facilitate earth and construction works as part of the approved development. The FMP must also facilitate compliance with the condition of this development consent entitled "Fill Material (VENM)".
- (16) **Environmental Management Plan** - An environmental management plan (EMP) prepared in accordance with Council's Engineering Design Specification shall be provided to the PCA.

The EMP shall address the manner in which site operations are to be conducted and monitored to ensure that adjoining land uses and the natural environment are not unacceptably impacted upon by the proposal. The EMP shall include but not be necessarily limited to the following measures:

- a) measures to control noise emissions from the site;
  - b) measures to suppress odours and dust emissions;
  - c) soil and sediment control measures;
  - d) measures to control air emissions that includes odour;
  - e) measures and procedures for the removal of hazardous materials that includes waste and their disposal;
  - f) any other recognised environmental impact;
  - g) work, health and safety; and
  - h) community consultation.
- (17) **Construction Noise Management Plan** – A construction noise management plan shall be provided to the PCA and include the following:
- i) noise mitigation measures;
  - j) noise and/or vibration monitoring;
  - k) use of respite periods;
  - l) complaints handling; and
  - m) community liaison and consultation.

#### 4.0 - During Works

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

- (1) **Approved and Prepared Plans and Reports to be Complied With** - All plans and reports approved by, and required to be prepared by this development consent, must be complied with.

- (2) **Construction Hours** - All work (including delivery of materials) shall be restricted to the hours of 7.00am to 5.00pm Monday to Saturday inclusive. Work is not to be carried out on Sundays or Public Holidays.
- (3) **Compliance with BCA** - All building work shall be carried out in accordance with the requirements of the BCA.
- (4) **Excavations and Backfilling** - All excavations and backfilling associated with this development consent shall be executed safely, and be properly guarded and protected to prevent them from being dangerous to life or property, and in accordance with the design of a suitably qualified structural engineer.

If an excavation extends below the level of the base of the footings of a building on an adjoining allotment, the person causing the excavation shall:

- a) preserve and protect the building from damage;
- b) if necessary, underpin and support the building in an approved manner; and
- c) give at least seven (7) days notice to the adjoining owner before excavating, of the intention to excavate.

The principal contractor, owner builder or any person who needs to excavate and undertake building work, shall contact "Dial Before You Dig" prior to works commencing, and allow a reasonable period of time for the utilities to provide locations of their underground assets.

This condition does not apply if the person having the benefit of the development consent owns the adjoining land or the owner of the adjoining land has given consent in writing to that condition not applying.

- (5) **Site Management** - The following practices are to be implemented during construction:
  - a) stockpiles of topsoil, sand, aggregate, spoil or other material shall be kept clear of any drainage path, easement, natural watercourse, kerb or road surface and shall have measures in place to prevent the movement of such material off site;
  - b) builder's operations such as brick cutting, washing tools, concreting and bricklaying shall be confined to the building allotment. All pollutants from these activities shall be contained on site and disposed of in an appropriate manner;
  - c) waste shall not be burnt or buried on site or any other properties, nor shall wind-blown rubbish be allowed to leave the site. All waste shall be disposed of at a licenced waste disposal facility;
  - d) a waste control container shall be located on the site;
  - e) all building materials, plant, equipment and waste control containers shall be placed on the building site. Building materials, plant and equipment (including water closets), shall not to be placed on public property (footpaths, roadways, public reserves, etc);

- f) toilet facilities shall be provided at, or in the vicinity of, the work site at the rate of 1 toilet for every 20 persons or part thereof employed at the site. Each toilet shall:
- i) be a standard flushing toilet connected to a public sewer; or
  - ii) have an on-site effluent disposal system approved under the *Local Government Act 1993*; or
  - iii) be a temporary chemical closet approved under the *Local Government Act 1993*.
- (6) **Finished Floor Level** - A survey report prepared by a registered land surveyor confirming that the finished floor level complies with the approved plans or floor levels specified by the development consent, shall be provided to PCA prior to the development proceeding beyond floor level stage.
- (7) **Survey Report** - The building shall be set out by a registered land surveyor. A peg out survey detailing the siting of the building in accordance with the approved plans shall be provided to the PCA prior to the pouring of concrete.
- (8) **Traffic Management Plan Implementation** - All traffic management procedures and systems identified in the approved traffic management plan shall be introduced and maintained during construction of the development to ensure safety and to minimise the effect on adjoining pedestrian and traffic systems.
- (9) **Vehicles Leaving the Site** - The construction supervisor must ensure that:
- a) all vehicles transporting material from the site cover such material so as to minimise sediment transfer;
  - b) the wheels of vehicles leaving the site:
    - i. do not track soil and other waste material onto any public road adjoining the site; and
    - ii. fully traverse the site's stabilised access point.
- (10) **Fill Compaction** - All fill must be compacted in accordance with Camden Council's current Engineering Design Specifications.
- (11) **Removal of Waste Materials** - Where there is a need to remove any identified materials from the site that contain fill/rubbish/asbestos, the waste material shall be assessed and classified in accordance with the NSW EPA Waste Classification Guidelines 2014 (refer to: [www.epa.nsw.gov.au/wasteregulation/classify-guidelines.htm](http://www.epa.nsw.gov.au/wasteregulation/classify-guidelines.htm))
- Once assessed, the materials shall be disposed of to a licensed waste facility suitable for that particular classification of waste. Copies of tipping dockets shall be retained and supplied to Council upon request.
- (12) **Soil, Erosion, Sediment and Water Management – Implementation** - All requirements of the erosion and sediment control plan and/or soil and water management plan shall be maintained at all times during the works and any measures required by the plan shall not be removed until the site has been stabilised.

- (13) **Hazardous Building Materials Assessment** - All works (including demolition and materials handling, storage, transport and disposal) shall be undertaken in accordance with the requirements outlined in the hazardous building material assessment. All material not suitable for recycling or reuse must be disposed of at a licenced waste facility authorised to accept that waste.
- (14) **Noise During Work** - Noise levels emitted during works shall be restricted to comply with the construction noise control guidelines set out in Chapter 171 of the NSW Environment Protection authority's Environmental Noise Control Manual.
- (15) **Location of Stockpiles** - Stockpiles of soil shall not be located on / near any drainage lines or easements, natural watercourses or water bodies, footpath or roadway without first providing suitable protective measures adequate to protect these water bodies. All stockpiles of contaminated materials shall be suitably covered to prevent dust and odour nuisance.
- (16) **Disposal of Stormwater** - Water seeping into any site excavations is not to be pumped into the stormwater system unless it complies with relevant EPA and ANZECC standards for water quality discharge.
- (17) **Delivery Register** - The applicant must maintain a register of deliveries which includes date, time, truck registration number, quantity of fill, origin of fill and type of fill delivered. This register must be made available to Council officers on request and be provided to the Council at the completion of the development.
- (18) **Fill Material (VENM)** - Prior to the importation and/or placement of any fill material on the subject site, a validation report and sampling location plan for such material must be provided to and approved by the PCA.

The validation report and associated sampling location plan must:

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

Virgin Excavated Natural Material (VENM):

- i) the Department of Land and Water Conservation publication "Site investigation for Urban Salinity;" and
  - ii) the Department of Environment and Conservation - Contaminated Sites Guidelines "Guidelines for the NSW Site Auditor Scheme (Second Edition) - Soil Investigation Levels for Urban Development Sites in NSW."
- d) confirm that the fill material;
    - i) provides no unacceptable risk to human health and the environment;
    - ii) is free of contaminants;

- iii) has had salinity characteristics identified in the report, specifically the aggressiveness of salts to concrete and steel (refer Department of Land and Water Conservation publication "Site investigation for Urban Salinity");
- iv) is suitable for its intended purpose and land use; and
- v) has been lawfully obtained.

Sampling of VENM for salinity of fill volumes:

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

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

Sampling of VENM for contamination and salinity must be undertaken in accordance with the following table:

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

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

- (19) **Offensive Noise, Dust, Odour and Vibration** - All work shall not give rise to offensive noise, dust, odour or vibration as defined in the *Protection of the Environment Operations Act 1997* when measured at the property boundary.
- (20) **Erosion and Sedimentation Control** - Soil erosion and sedimentation controls are required to be maintained for the duration of the works. The controls must be undertaken in accordance with version 4 of the Soils and Construction – Managing Urban Stormwater manual (Blue Book).

Soil erosion and sediment control measures shall only be removed upon completion of the works when all landscaping and disturbed surfaces have been stabilised (for example, with site turfing, paving or re-vegetation).

- (21) **Fill Management Plan Compliance** - All fill material approved to be imported onto the site must be assessed and determined to comply with all procedures, controls and protocols contained within the approved fill management plan before the material is placed on the site.

All fill assessment reports (including those where material is considered not suitable for importation onto the development site) assessed under the approved fill management plan must be provided to Council on a monthly basis to facilitate an audit for compliance with the fill management plan.

- (22) **Unexpected Finds Contingency (Remediation)** – Should any additional contamination or hazardous materials be encountered during any stage of the remediation process, all remediation works in the vicinity of the findings shall cease and compliance with the contingency recommendations in the approved remediation action plan shall be adopted.
- (23) **Remediation Works Inspections** – A qualified environmental consultant or scientist must frequently inspect the remediation works to confirm compliance with the RAP including all health and safety requirements.
- (24) **Salinity Management Plan** - All approved development that includes earthworks, imported fill, landscaping, buildings and associated infrastructure must be carried out or constructed in accordance with the management strategies as contained within the report Salinity Assessment: Lot 100 (DP 1147682) Argyle Street Camden, Prepared by Harvest Scientific Services, Ref No 201489, dated 4 May 2016."
- (25) **Construction and Demolition Waste Management Plan** – The construction and demolition waste management plan "Waste Management Plan, Prepared by De Angelis Taylor & Associates, Dated May 2017." or similar must be created and utilised to manage all waste generated from all construction activities. Recycling of waste material where appropriate must be incorporated into the plan
- (26) **Air Monitoring** – The monitoring of air quality for the detection of asbestos fibres must be conducted during the process of earthworks and remediation works. The analysis and reporting of results that includes any corrective actions undertaken must be included in the validation report.
- (27) **Protection of Existing Street Trees** - No existing nature strip, street tree, tree guard, protective bollard, garden bed surrounds or root barrier installation shall be disturbed, relocated, removed or damaged during earthworks, demolition, excavation (including any driveway installation), construction, maintenance and/or establishment works applicable to this consent, without Council agreement and/or consent.
- The protection methods for existing nature strip, street tree, tree guard, protective bollard, garden bed surrounds or root barrier installation during all works approved by this development consent, shall be installed in accordance with AS 4970-2009 'Protection of Trees on Development Sites'.
- (28) **Protection of Trees to be Retained** - Protection of trees to be retained shall be in accordance with Council's Engineering Specifications. The area beneath the canopies of the tree(s) to be retained shall be fenced. Tree protection signage is required to be attached to each tree protection zone, and displayed in a prominent position.
- (29) **Seal Up Existing Redundant Laybacks** - All existing redundant laybacks must be sealed up to match the existing concrete gutter on the road.

### 5.0 - Prior to Issue of an Occupation Certificate

The following conditions of consent shall be complied with prior to the issue of an Occupation Certificate.

- (1) **Occupation Certificate Required**- An Occupation Certificate shall be obtained prior to any use or occupation of the development.

- (2) **Upgrade with the BCA** - All building upgrade measures required to be installed pursuant to Clause 94 of the EP&A Regulation 2000, shall be certified prior to use of the building for the purposes approved by this consent.
- (3) **Fire Safety Certificates** - A Fire Safety Certificate shall be provided to the PCA in accordance with the requirements of the EP&A Regulation 2000.
- (4) **Compliance with Acoustic Requirements** - Documentary evidence shall be provided to the PCA confirming the building/s has been constructed in accordance with the approved acoustic report
- (5) **Services** - Certificates and/or relevant documents shall be obtained from the following service providers and provided to the PCA:
  - a) Energy supplier – A Notice of Arrangement for the provision of distribution of electricity from Endeavour Energy to service the proposed development.
  - b) Telecommunications – Evidence demonstrating that satisfactory arrangements have been made with a telecommunications carrier to service the proposed development.
  - c) Water supplier – A Section 73 Compliance Certificate demonstrating that satisfactory arrangements have been made with a water supply provider to service the proposed development.
- (6) **Driveway Crossing Construction** – A footpath crossing (where required) and a driveway crossing shall be constructed in accordance with this development consent and the driveway crossing approval prior to use or occupation of the development.
- (7) **Flood Management Plan** - A certificate of compliance prepared by a suitably qualified engineer shall be provided to the PCA stating that all aspects of the flood risk management plan have been completed and/or implemented in accordance with the approved Plan.
- (8) **Flooding – Evacuation Management Plan** - A Flood Emergency Evacuation and Management Plan for the proposed development shall be prepared in accordance with Council's Flood Risk Management Policy (as amended).
- (9) **Flood Warning Signage** is required to be clearly displayed in prominent locations on the premises both within the carpark and on the lower floor of the building. The signage should include the likelihood of flooding of the site and the building and the relevant warning and trigger points for evacuation.
- (10) **Flood Response and Evacuation Plan** - A Flood Response and Evacuation Plan is to be developed for the site which incorporates the implementation of a warning system that is in line with the Table in Section 8 – *Evacuation Summary Table* of the Siteplus report '*Camden Vale Milk Company Building Alterations and Additions – Flood Risk Management and Flood Evacuation Plan*' - Revision 6 (6 October 2017).

The flood response and evacuation plan must specify that all tenancies are to be closed when the flood level reaches the evacuation trigger point. This trigger point relates to the inundation of Cowpasture Bridge at RL 64.3m AHD and also coincides with the trigger for evacuation of the premises.

- (11) **Directional Traffic Flow Signs** - The Edward Street driveway for egress purposes only. All driveways shall be suitably signposted and directional arrows painted on the internal driveways. All signs shall be maintained in good repair at all times.
- (12) **Waste Management Plan** - The PCA shall ensure that all works have been completed in accordance with the approved waste management plan referred to in this development consent.
- (13) **Waste Collection Contract** - The building owner shall ensure that there is a contract with a licensed contractor for the removal of all waste. A copy of the contract is to be held on the premises at all times.
- (14) **Completion of Landscape Works** - All landscape works, including the removal of noxious weed species, are to be undertaken in accordance with the approved landscape plan and conditions of this development consent.
- (15) **Food Premises** - The following notifications shall occur:
  - a) Council shall be notified that the premises is being used for the preparation, manufacture or storage of food for sale and an inspection of the completed fit out is to be conducted. A 'Food Business Registration' form can be found on Council's website; and
  - b) the NSW Food Authority shall be notified and a copy of the notification shall be provided to Council. Notification can be completed on the NSW Food Authority website.
- (16) **Indemnity Agreement** – The strata body corporate or community association must have an indemnity agreement in place with Council before occupation and before waste collection will occur from private roads.
- (17) **Interpretation Plan** - The interpretation plan as required by condition 2 (28) of this consent is to be implemented prior to the issue of an Occupation Certificate or the commencement of the use, whichever is earlier.
- (18) **Sign off from Heritage Consultant** - The heritage consultant must sign off the completed project and submit a final report to Council's Heritage Advisor specifying how the heritage conditions are satisfied prior to the issue of an Occupation Certificate.
- (19) **Easement Registration** – All easements shall be registered with the NSW Land & Property Information prior to the issue of an Occupation Certificate
- (20) **Section 88B Instrument** - The applicant shall prepare a Section 88B Instrument for approval by the PCA which incorporates the following easements, positive covenants and restrictions to user where necessary:
  - a) easement for services;
  - b) easement to drain water and drainage easement/s over overland flow paths;
  - c) easement for on-site-detention;
  - d) positive covenant over the on-site detention / water quality facility for the maintenance, repair and insurance of such a facility;

- e) reciprocal right of carriageway for Lot 101 DP 1147682 (the owners of the subject properties burdened by the right of carriageway shall be responsible for on-going maintenance and the Public Liability of the right of carriageway);
  - f) reciprocal right of carriageway for Council over the accessway and car park aisles to the Gross Pollutant Trap (the owners of the subject properties burdened by the right of carriageway shall be responsible for on-going maintenance and the Public Liability of the right of carriageway)
  - g) easement for Gross Pollutant Trap in Proposed Pit 4;
  - h) positive covenant over the *Ecosol Litter Baskets* installed in all grated surface inlet pits in the development site for the maintenance, repair and insurance of such facilities; and
  - i) positive covenant over the *Humeceptor STC 2* water quality treatment device treating the car park area for the maintenance, repair and insurance of such a facility.
- (21) **Positive Covenant – OSD / On Site Retention / Water Quality Facility** - A positive covenant shall be created under Section 88E of the *Conveyancing Act 1919* burdening the owner(s) with a requirement to maintain the on-site detention facility and the water quality facilities treating the car park runoff on the property, prior to the issue of an Occupation Certificate.
- The terms of the Section 88E instrument with positive covenant shall include the following:
- a) The Proprietor of the property shall be responsible for maintaining and keeping clear all pits, pipelines, trench barriers and other structures associated with the on-site detention and water quality system.
  - b) The Proprietor shall have the entire on-site detention system and water quality system inspected annually by a competent person.
  - c) The on-site detention system and the water quality system shall be maintained in good working order in perpetuity.
  - d) The Council shall have the right to enter upon the land referred to above, at all reasonable times to inspect the on-site detention facility and repair the on-site detention system if required. The costs of any remedial actions required by Council will be borne by the owner(s).
  - e) The registered proprietor shall indemnify the Council and any adjoining land owners against damage to their land arising from the failure of any component of the on-site detention system, or failure to clean, maintain and repair the on-site detention system.
- The proprietor or successor shall bear all costs associated in the preparation of the subject Section 88E instrument. Proof of registration with Land and Property information shall be provided to and approved by the PCA prior to the issue of an Occupation Certificate.
- (22) **Validation Report** - A validation report prepared by a suitable qualified person shall be provided to the PCA within 30 days of completion of the remediation works, and prior to the issue of a Subdivision Certificate, which demonstrates:
- a) compliance with objectives of the approved RAP;

- b) that the remediation acceptance criteria (in the approved RAP) has been fully complied with;
- c) that all remediation works comply with the contaminated lands planning guidelines, *Contaminated Lands Management Act 1997* and SEPP 55;

and includes:

- d) Works-As-Executed Plan(s) that identify the extent of the remediation works undertaken (that includes any encapsulation work) prepared by a registered surveyor;
  - e) a "notice of completion of remediation work" as required under Clause 18 of SEPP 55; and
  - f) a statement confirming that the site following remediation of contamination is suitable for the intended use.
- (23) **Median Island** - A concrete median island must be constructed in accordance with relevant Australian Standards and Road and Maritime Services guidelines.
- (24) **Incomplete Works Bond** - Where the applicant proposes deferral of work in accordance with Council's engineering specifications, a bond is to be lodged with Council for the construction of incomplete works in accordance with Council's Development Infrastructure Bonds Policy.

**Note** – An administration fee is payable upon the lodgement of a bond with Council.

- (25) **Defects and Liability Bond** - The applicant is to lodge a bond with Council to cover 10% of value cost of the following:
- a) all stormwater drainage/ pipe works including all pits and lintels on Argyle Street and in drainage easement.
  - b) purchase and installation/ construction of Gross Pollutant Trap
  - c) all other works on Council's road reserve such as kerb & gutter, footpath and road pavement works. all other works on drainage easement
  - d) any defects and liabilities of any new public infrastructure in accordance with Council's Development Infrastructure Bonds Policy.

**Note** – An administration fee is payable upon the lodgement of a bond with Council.

## 6.0 – Ongoing Use

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

- (1) **Manoeuvring of Vehicles** - All vehicles shall enter and exit the site in a forward direction.
- (2) **Removal of Graffiti** - The owner/manager of the site is responsible for the removal of all graffiti from the building and fences within 48 hours of its application.
- (3) **Hours of Operation** – All five restaurants and the function centre are only to be open for business within the following hours:

Day	Hours of Operation
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Sunday to Monday inclusive	8.00am – 10.30pm
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- (4) **Parking – Signage (Loading docks)** - Proposed parking areas, service bays, truck docks, driveways and turning areas shall be maintained clear of obstructions and be used exclusively for purposes of car parking, loading/ unloading, and vehicle access respectively for the life of the development. Under no circumstances are such areas to be used for the storage of goods or waste materials.
- (5) **Occupant Capacity – Function Centre** - The seating capacity of the function centre is restricted to a maximum of 130 patrons at any one time.
- (6) **Driveways to be Maintained** - All access crossings and driveways shall be maintained in good order for the life of the development.
- (7) **Parking Areas to be Kept Clear** - At all times, the loading, car parking spaces, driveways, maintenance areas and footpaths shall be kept clear of goods and shall not be used for storage purposes.
- (8) **Noise** - The use and occupation of the premises must comply with the requirements of the approved Noise Impact Assessment dated 9 May 2017 prepared by Rodney Stevens Acoustics.
- (9) **Amenity** - The approved development shall be conducted and patrons controlled at all times so that no interference occurs to the amenity of the area, the footpath, adjoining occupations or residential/business premises.
- (10) **Maintenance of Landscaping** - Landscaping shall be maintained in accordance with the approved landscape plan.
- (11) **Waste Water Treatment Devices** - All wastewater treatment devices (including drainage systems, sumps, traps and pumps) shall be regularly maintained in good working order to ensure that they remain effective. A maintenance schedule shall be developed and incorporated into a Plan of Management (PoM) and kept on-site at all times for staff to comply with. All liquid and solid wastes collected from the treatment device shall be disposed of in accordance with relevant environmental protection and waste control legislation.
- (12) **Disposal of Waste Oil and By-Products** - All waste oil, grease and associated products shall be transferred to a waste disposal depot or recycling facility, approved for the reception of such materials by an appropriate liquid waste contractor.
- All waste disposal shall be in accordance with the EPA's waste tracking requirements. Under the waste tracking requirements all documentation relating to waste disposal shall be kept for 4 years. This documentation shall be made available at the request of Council.
- (13) **Loading to Occur on Site** - All loading and unloading operations are to be carried out wholly within the building/site.  
The loading dock (if provided) shall be used for loading and unloading operations in connection with the approved use.
- (14) **Emergency Response Plans** - Individual tenancy occupants must develop their own individual emergency response plans for flooding in accordance with standard SES 'flood safe' guidelines and the SitePlus report '*Camden Vale Milk Company*

*Building Alterations and Additions – Flood Risk Management and Flood Evacuation Plan* - Revision D (March 2017). The facility manager must conduct bi-yearly audits of the commercial tenant emergency response plans.

- (15) **Requirement to Close Tenancies** - All tenancies are to be closed when the flood level reaches the evacuation trigger point. This trigger point relates to the inundation of Cowpasture Bridge at RL 64.3m AHD and also coincides with the trigger for evacuation of the premises.
- (16) **Maintenance of Water Quality and OSD Systems** - The development must at all times maintain the Water Quality and On-Site Detention systems. Where through mechanical failure or redundancy the Humeceptor STC-2 requires replacement, it shall be replaced by a water quality system which provides pollutant removal rates for Gross Pollutants, Total Suspended Solids, Total Phosphorus, Total Nitrogen and Total Hydrocarbons that are equal to or higher than the Humeceptor STC-2.





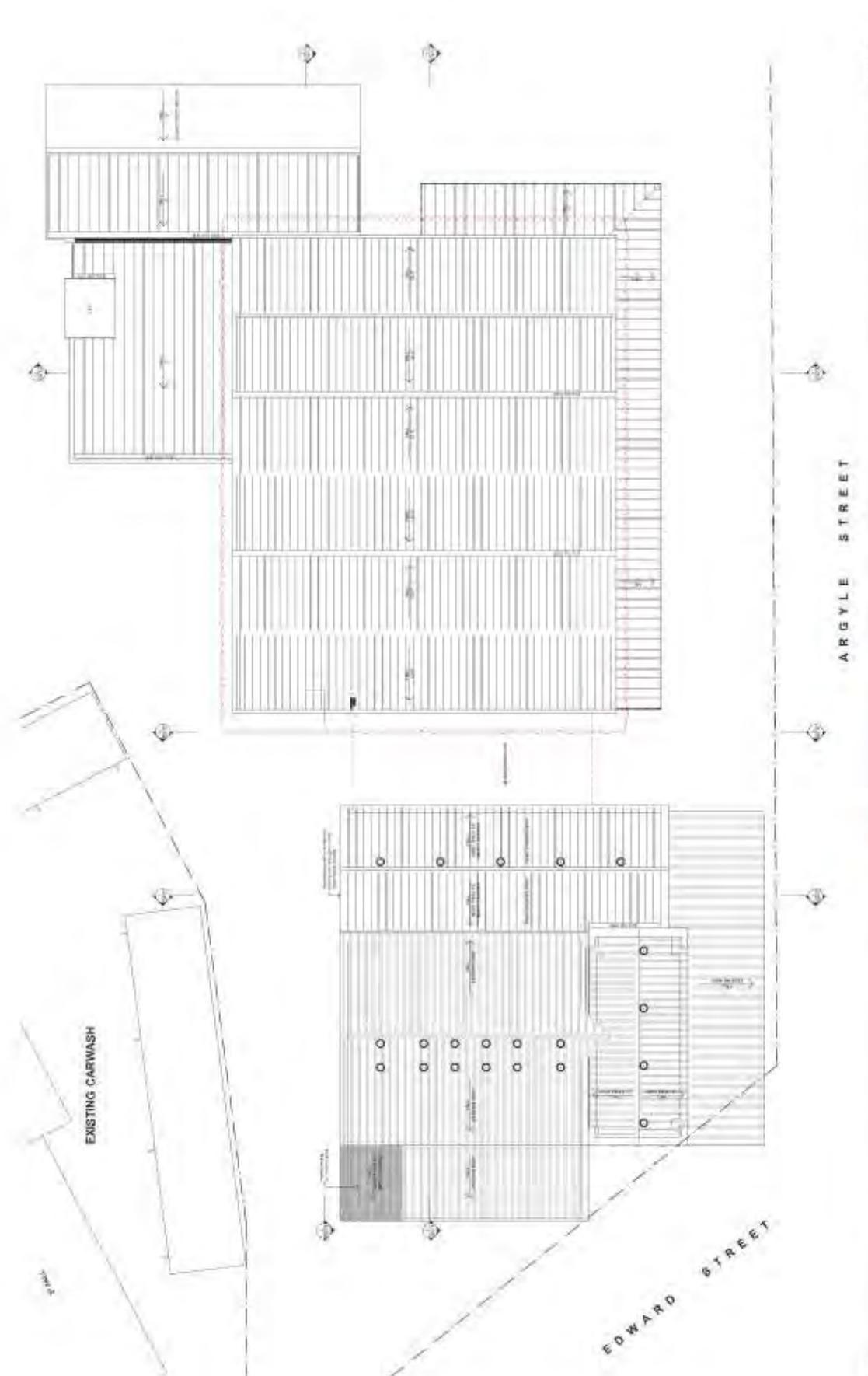




ORD01

Attachment 2





Scale: 1:500

Client: **Causton Van Milk Company Building - Alterations & Refurbishment**  
 1st Floor Plan - 11/19/2017, 11/19/2017  
 Project: **ROOF PLAN**  
 Drawing No: **S4D73**  
 Date: **04/11/17**  
 Scale: **1:500**  
 Author: **DM**  
 Check: **DM**  
 Date: **04/11/17**

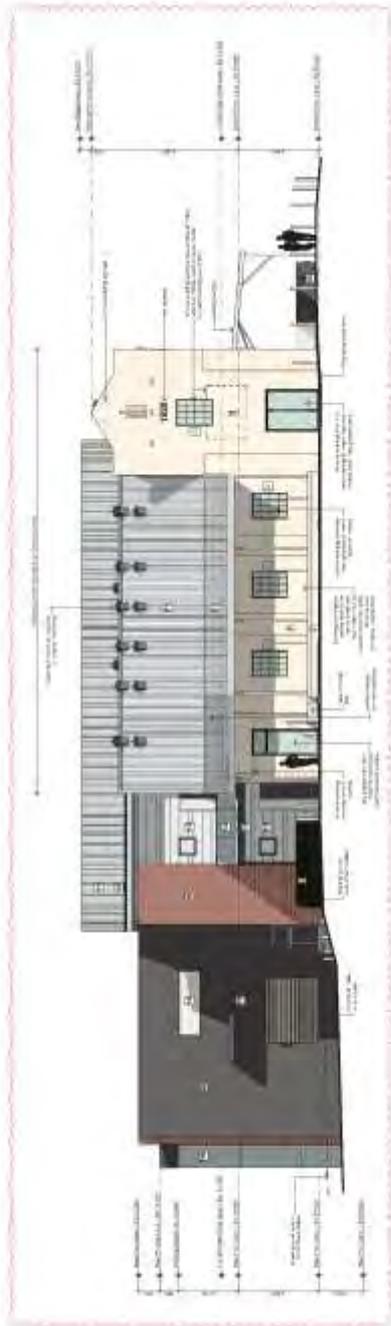
de ornellis in vior - associates  
 45 Duffell Street, Glasgow G1 1JH  
 Tel: 0141 206 0100, Fax: 0141 206 0101, www.doi.co.uk

CMCM Holdings Pty Ltd

Attachment 2

ORD01

- MATERIALS LIST**
1. As shown on drawings
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REAR ELEVATION  
1:50



FRONT ELEVATION  
1:50



SIDE ELEVATION  
1:50

**de angelis in vivo - ASSOCIATES**  
 architects interior design urban design  
 155, North Circular Road, London N4 3JL, UK  
 Tel: +44 (0)20 8448 2000 Fax: +44 (0)20 8448 2001  
 Email: d.angelis@invoivo.com www.invoivo.com

**CMCM Holdings Pty Ltd**  
 Camden Vale Milk Company Building - Alterations & Additions  
 Lot 100 DP 1147950, 11 Ayrish Street  
 Camden NSW 2570  
 Project: ELKX1048  
 Date: 27/01/17  
 Scale: 1:50  
 Drawing No: 04/17  
 Drawing Title: DMS

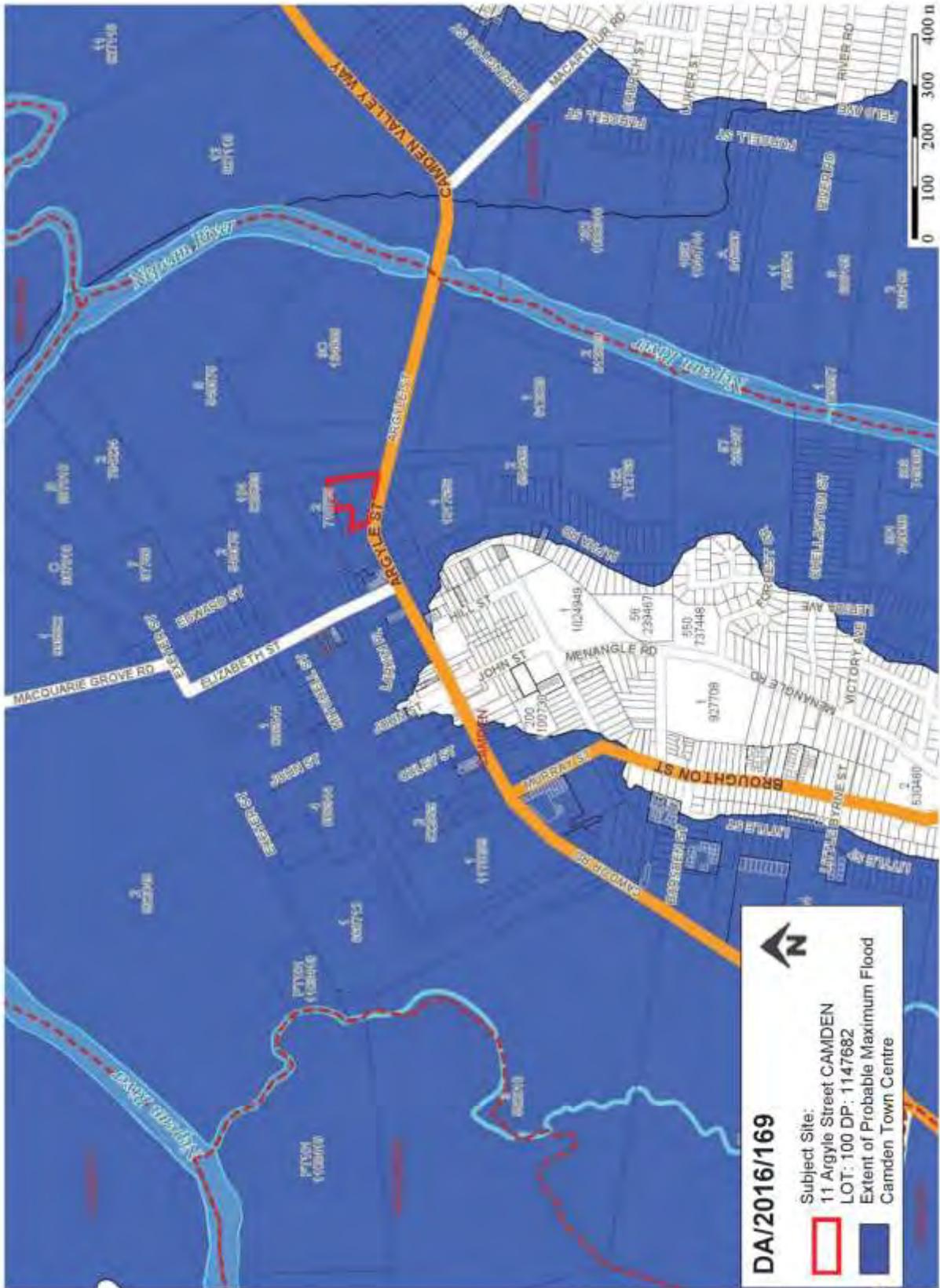














## RECOMMENDED CONDITIONS

### 1.0 - General Conditions of Consent

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

- (1) **General Terms of Approval/Requirements of State Authorities** - The general terms of approval/requirements from state authorities shall be complied with prior to, during, and at the completion of the development.

The general terms of approval/requirements are:

1. General Terms of Approval from the Department of Primary Industries Water dated 28 August 2017.
  2. Bush Fire Safety Authority from the NSW Rural Fire Service dated 14 November 2017.
  3. E-mail and attachments from Endeavour Energy dated 31 May 2017.
- (2) **Approved Plans and Documents** - Development shall be carried out in accordance with the following plans and documentation, and all recommendations made therein, except where amended by the conditions of this development consent:

Plan Reference/ Drawing No.	Name of Plan	Prepared by	Date
14194PS C Sheets 1 and 2 of 2	Proposed Subdivision (Stages 1 and 2)	JMD Development Consultants	9 October 2017
14194E3 Sheets as stamped approved by Camden Council	Engineering and related plans	JMD Development Consultants	Various
14194E2 A Sheet ADD1 of 12 sheets	Turning Movements Plan	JMD Development Consultants	7 November 2017
LC01 C	Landscape Concept Plan	Taylor Brammer	17 June 2016

Document Title	Prepared by	Date
Salinity Management Plan	GeoEnviro Consultancy Pty Ltd	October 2017
Remedial Action Plan	GeoEnviro Consultancy Pty Ltd	September 2017
Flora and Fauna Assessment	Ecological Australia	3 August 2015
Vegetation Management Plan	Ecological Australia	October 2017
Bush Fire Addendum	Ecological Australia	19 October 2017

- (3) **Modified Plans and Documents** - The development shall be modified as follows:

- a) The kerb alignment for the north western corner of Arlington Street must be amended to reflect the modified kerb alignment as shown on the turning movements plan (ref: 1419E2 A sheet AAD1 of 12 sheets dated 7 November 2017 by JMD Development Consultants).
- b) The gradient of road 32 must be modified to be a maximum of 10%.
- c) The kerb alignment along both sides of Ascot Drive must be modified to provide 2.3m wide parking bays along its entire length (excluding the culvert crossing).
- d) The required street piping shall be sized to cater for the urbanised condition of external catchment E2.
- e) 1.2m wide footpaths and 1.7m wide street tree landscaping areas must be provided on both verges of the approved local streets as required by Camden Development Control Plan 2011.

Amended plans or documentation demonstrating compliance shall be provided to the Certifying Authority and Council prior to the issue of a construction certificate.

- (4) **Shoring and Adequacy of Adjoining Property Works** - If the approved development involves an excavation that extends below the level of the base of the footings of a building, structure or work on adjoining land, the person having the benefit of the consent shall, at the person's own expense:
- a) protect and support the adjoining building, structure or work from possible damage from the excavation; and
  - b) where necessary, underpin the building, structure or work to prevent any such damage.

This condition does not apply if the person having the benefit of the consent owns the adjoining land or the owner of the adjoining land has given consent in writing to that condition not applying

A copy of the written consent must be provided to the PCA prior to the excavation commencing.

- (5) **Works in Road Reserves** - Where any works are proposed in a public road reservation, a Road Opening Permit shall be obtained from Council in accordance with Section 138 of the *Roads Act 1993* prior to works commencing.
- (6) **Engineering Specifications** - The entire development shall be designed and constructed in accordance with Council's Engineering Specifications.
- (7) **Local Traffic Committee Concurrence** - Installation of or changes to regulatory signage, line marking and devices are subject to the concurrence of Council's Local Traffic Committee on local roads, and the Roads and Maritime Services on State roads.

These concurrences (as required) must be obtained prior to the installation of or any changes to regulatory signage, line-marking and devices.

- (8) **Street Lighting** - Street lighting for the subdivision shall be designed and installed in accordance with relevant Australian Standards and to the satisfaction of the Roads Authority (Council).

- (9) **Demolition of Temporary Water Quality Facilities** - All temporary water quality facilities will be made redundant upon the provision of an approved permanent water quality facility. The temporary water quality facilities must be demolished and the area containing the facilities reinstated. Any resulting impediment to existing permanent infrastructure, as a result of the removal of the associated stormwater drainage system, is to be rectified to Council's standards.

Prior to the commencement of any such demolition all contributing stormwater flows to the facilities must be diverted to the permanent water quality facilities by way of a stormwater drainage system approved by Council.

The temporary water quality facilities referred to in this condition pertain to the temporary construction sediment control basins shown on the sediment and erosion control plans.

- (10) **Construction of Permanent Water Quality Facilities** - Permanent water quality facilities must be constructed:

- a) in accordance with the approved plans;
- b) to Council's standards; and
- c) when 80% of the catchment is built out.

Earth batters associated with the facilities must be compacted and stabilised to ensure that the integrity of the batters is continually maintained.

The permanent water quality facilities referred to in this condition pertains to the 'interim' on-site detention and water quality facilities shown on the approved DA plans.

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

The following procedures shall be strictly observed:

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

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

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

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

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

- (12) **Street Tree Establishment and Maintenance Period** - For a period of 12 months commencing from the installation date of the street trees and their protective guards, the applicant will be responsible for their successful establishment.

At the completion of the 12 month establishment and maintenance period all street trees plantings must have signs of healthy and vigorous growth and all protective guards must be in an undamaged, safe and functional condition.

- (13) **Prohibition of Burning** - The open burning of waste and other refuse is prohibited throughout the Camden LGA.

- (14) **Noxious Weeds Management** - Any noxious or environmentally invasive weed infestations that occur during or after works must be fully and continuously suppressed and destroyed by appropriate means. New infestations must be reported to Council.

Pursuant to the *Noxious Weeds Act 1993*, the applicant must at all times ensure that any machinery, vehicles or other equipment entering or leaving the site are clean and free from any noxious weed material.

Earth moved containing noxious weed material must be disposed of at any approved waste management facility and be transported in compliance with the *Noxious Weeds Act 1993*.

- (15) **Waste Bin Collection Points** - A waste bin collection point that is clear from the positioning of driveways, tree plantings (or tree canopies), street lighting and other fixtures must be provided for each approved lot. This area is to be 3m long x 0.9m wide and provide a 3.9m clear vertical space to allow for the truck-lifting arm.

- (16) **Street Tree Planting** - Street tree planting must be provided at a rate of 1 street tree per lot. More than 1 street tree per lot frontage can be provided if the following can be achieved:

- a) space for future driveways and waste storage collections points;
- b) street lighting, utilities, bus stops and pedestrian crossings; and
- c) appropriate sight distances in accordance with relevant standards.

- (17) **Approved Levels Underneath Existing Dwelling House on 187 Turner Road** - The proposed levels shown on engineering plan ref: 14194E3 D sheet 6 of 17 sheets

dated 25 October 2017 by JMD Development Consultants are the approved levels for this part of the development and are not subject to the removal of the existing dwelling house in that location.

- (18) **Ultimate Design** - All references on the approved plans to the ultimate subdivision and drainage design for this site are shown for conceptual purposes only and are not approved by this development consent. The ultimate design is subject to a separate planning proposal and a separate DA.
- (19) **Extent of Approved Development** - The extent of works, as shown on the approved engineering plans, overrides the extent of works shown on / contained within any other plans or documents approved by this development consent, to the extent of the inconsistency (subject to the conditions of this development consent).
- (20) **South Eastern Riparian Corridor** - The treatment of the south eastern riparian corridor located on 203 Turner Road forms part of the approved stage 1 works and must comply with the approved vegetation management plan and Bush Fire Safety Authority from the NSW Rural Fire Service.
- (21) **Retaining Wall Finish** - The finish of the approved retaining walls must match that of the retaining walls approved in the adjoining residential subdivision in Gregory Hills to the north of the site.

## 2.0 – Prior to Issue of a Construction Certificate

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

- (1) **Performance Bond** - The applicant is to lodge a bond with Council to provide security for works undertaken within the existing public domain in accordance with Council's Development Infrastructure Bonds Policy.

**Note** – An administration fee is payable upon the lodgement of a bond with Council.

- (2) **Electrical Services – Padmounted Substation** - In the event that a padmounted substation(s) is necessary to service the development, and this substation is to be located within any existing or future public land, the applicant shall consult with Council about the proposed location. Council shall agree to the location of any padmounted substation(s) within any existing or future public lands prior to its construction. Padmounted substations must be located outside of flood prone land and above the probable maximum flood and flood planning levels.
- (3) **Civil Engineering Plans** - Civil engineering plans indicating drainage, roads, accessways, earthworks, pavement design, details of line-marking, traffic management, water quality and quantity facilities including stormwater detention and disposal, shall be prepared in accordance with the approved plans and Council's Engineering Design and Construction Specifications. Details demonstrating compliance shall be provided to the Certifying Authority with the Construction Certificate application.

A stormwater plan is to be submitted to the Certifying Authority prior to the augmentation of the existing drainage system to accommodate drainage from the approved development and to protect other property to the satisfaction of the Certifying Authority.

**Note** – Under the *Roads Act 1993*, only the Roads Authority can approve commencement of works within an existing road reserve.

- (4) **Turning Facilities** - Turning facilities shall be provided at all dead end roads. All turning and manoeuvring facilities, including turning heads, cul-de-sac, etc, shall be designed in accordance with Council's Engineering Specifications. Turning heads must be provided at the end of all dead end roads for subdivisions that are progressively developed in a staged manner.

Details demonstrating compliance shall be provided to the Certifying Authority prior to issue of a Construction Certificate.

- (5) **Stormwater Detention and Water Quality** - An on-site detention system and water quality system shall be provided for the site and designed in accordance with Council's Engineering Specifications.

Where a Construction Certificate is required by this development consent, a detailed on-site detention and water quality report reflecting the Construction Certificate plans shall be provided to the Certifying Authority with the Construction Certificate application.

Where a Construction Certificate is not required by this development consent, a detailed on-site detention and water quality report reflecting the approved development application plans and Council's Engineering Specifications shall be provided to Council prior to works commencing.

- (6) **Soil, Erosion, Sediment and Water Management** - An erosion and sediment control plan shall be prepared in accordance with Council's Engineering Specifications. Details demonstrating compliance shall be provided to the Certifying Authority with the Construction Certificate application.

- (7) **Provision of Kerb Outlets** - Where proposed lots grade to an existing/proposed public road, kerb outlets shall be provided in the kerb and gutter adjacent to those lots.

The outlets shall be located within 2m downstream of the prolongation of the lot corner with the lowest reduced level and to the requirements of the PCA.

- (8) **Validation Report** - A validation report prepared by a suitability qualified person shall be provided to the Certifying Authority and Council within 30 days following completion of the remediation works, which demonstrates:

- a) compliance with the approved RAP;
- b) that the remediation acceptance criteria (in the approved RAP) has been fully complied with;
- c) that all remediation works undertaken comply with the contaminated lands planning guidelines, *Contaminated Lands Management Act 1997*, SEPP 55 and Council's Management of Contaminated Lands Policy;

and includes:

- d) Works-As-Executed Plan(s) that identify the extent of the remediation works undertaken (that includes any encapsulation work) prepared by a registered surveyor;
  - e) a "notice of completion of remediation work" as required under Clause 18 of SEPP 55; and
  - f) a statement confirming that the site following remediation of contamination is suitable for the intended use.
- (9) **Detailed Landscape Plan** - A detailed landscape plan must be prepared in accordance with Council's Engineering Specifications. Details demonstrating compliance shall be provided to the Certifying Authority.

The detailed landscape plan must include the following:

- Updated subdivision layout to show only the approved stage 1 and 2 subdivisions.
  - The street tree positions must be amended to align as closely as possible with the shared boundaries between properties.
  - Street trees to be sourced in accordance with tests and measurements contained within AS2303-2015 – *Tree Stock for Landscape Use*.
  - Tree planting detail to specify root barriers where trees are planted in close proximity to hard surfaces.
  - Where roads adjoining existing streets, species selection shall align with existing landscape treatment and is to be in accordance with Council's recommended tree planting list.
  - Installation of street trees to be in accordance with Clause B.2.3, Appendix B of Council's Engineering Design Specifications.
  - Identify existing street trees and include notation for the protection of these trees during construction phase.
  - Provide landscaping details, including species and numbers, for the area of the riparian corridor on lot 210 outside of the approved rock rip-rap area.
- (10) **Section 94 Contributions – Works In Kind** - Section 94 contributions may be offset by the value of land and/or works as part of a "Works in Kind" agreement with Council. Works in kind to be carried out shall be agreed to by Council in writing prior to the payment of the contributions and issue of a construction certificate (related to the works in kind). All such agreements shall be in accordance with Council's Works In Kind Policy.
- (11) **Damages Bond** - The applicant is to lodge a bond with Council to ensure any damage to existing public infrastructure is rectified in accordance with Council's Development Infrastructure Bonds Policy.

**Note** – An administration fee is payable upon the lodgement of a bond with Council.

- (12) **Section 94 Contributions – Monetary** - A contribution pursuant to the provisions of Section 94 of the *EP&A Act 1979* for the services and amounts detailed below.

Plan Name	Contribution Type	Indexed Rate	Amount Payable
Camden Contributions Plan 2011	Open Space Land Acquisition - indexed Annually by land values	\$10,677 per lot	\$427,080.00
Camden Contributions Plan 2011	Community Land Acquisition - indexed Annually by land values	\$66 per lot	\$2,640.00
Camden Contributions Plan 2011	Recreation and Community Facilities, Volunteer Emergency Services Facilities and Plan Preparation and Administration Services - indexed Quarterly to the CPI	\$10,623 per lot	\$424,920.00
	<b>Total</b>		<b>\$854,640.00</b>

A copy of the Section 94 Contributions Plan may be inspected at Council's Camden office at 70 Central Avenue Oran Park or can be accessed on Council's website at [www.camden.nsw.gov.au](http://www.camden.nsw.gov.au).

The amount of contribution payable under this condition has been calculated at the date of consent. In accordance with the provisions of the Contributions Plan, this amount shall be indexed at the time of actual payment in accordance with the applicable Index.

- (13) **Desilting Dams or Creeks** - A geotechnical report prepared by a suitably qualified geotechnical engineer and detailing works required to desilt any existing dams or creek beds, shall be provided to the Certifying Authority in conjunction with the engineering drawings with the Construction Certificate application.
- (14) **Bush Fire Safety – Subdivision** - The site is located within a bush fire prone area. Certification from a suitably qualified bush fire consultant shall be provided to certify that the development complies with:
- the RFS' Bush Fire Safety Authority for the DA; and
  - the NSW Rural Fire Service publication "Planning for Bush Fire Protection 2006."
- (15) **De-Watering Plan** - A de-watering plan for the site's existing waterbody must be prepared.

- (16) **Geotechnical Report** - A geotechnical report must be prepared by a suitably qualified and experienced person. The report must specify guidelines for structural and engineering works related to the design and construction of future dwelling houses on the approved lots with finished gradients greater than 15%.
- (17) **Lots 206 and 207** - The finished ground levels for lots 206 and 207 must ensure that as a minimum they are above the 1% AEP plus 300mm freeboard as required by Council's Flood Risk Management Policy 2006.

Details demonstrating compliance shall be provided to the Certifying Authority prior to issue of a Construction Certificate.

- (18) **Endeavour Energy Requirements** - Endeavour Energy must be consulted regarding all development within and adjacent to the area of their easement and infrastructure. All requirements from Endeavour Energy must be fully complied with and incorporated into the construction certificate plans as required.

Details demonstrating compliance shall be provided to the Certifying Authority prior to issue of a Construction Certificate.

### 3.0 - Prior to Commencement of Works

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

- (1) **Public Liability Insurance** - The owner or contractor shall take out a Public Liability Insurance Policy with a minimum cover of \$20 million in relation to the occupation of, and works within, public property (i.e. kerbs, gutters, footpaths, walkways, reserves, etc) for the full duration of the proposed works. Evidence of this Policy shall be provided to Council and the Certifying Authority.
- (2) **Notice of PCA Appointment** - Notice shall be given to Council at least two (2) days prior to subdivision and/or building works commencing in accordance with Clause 103 of the EP&A Regulation 2000. The notice shall include:
- a) a description of the work to be carried out;
  - b) the address of the land on which the work is to be carried out;
  - c) the registered number and date of issue of the relevant development consent;
  - d) the name and address of the PCA, and of the person by whom the PCA was appointed;
  - e) if the PCA is an accredited certifier, his, her or its accreditation number, and a statement signed by the accredited certifier consenting to being appointed as PCA; and
  - f) a telephone number on which the PCA may be contacted for business purposes.
- (3) **Notice of Commencement of Work** - Notice shall be given to Council at least two (2) days prior to subdivision and/or building works commencing in accordance with Clause 104 of the EP&A Regulation 2000. The notice shall include:

- a) the name and address of the person by whom the notice is being given;
  - b) a description of the work to be carried out;
  - c) the address of the land on which the work is to be carried out;
  - d) the registered number and date of issue of the relevant development consent and construction certificate;
  - e) a statement signed by or on behalf of the PCA/developer (only where no PCA is required) to the effect that all conditions of the consent that are required to be satisfied prior to the work commencing have been satisfied; and
  - f) the date on which the work is intended to commence.
- (4) **Construction Certificate Required** - In accordance with the provisions of Section 81A of the *EP&A Act 1979*, construction or subdivision works approved by this consent shall not commence until the following has been satisfied:
- a) a Construction Certificate has been issued by a Certifying Authority;
  - b) a Principal Certifying Authority (PCA) has been appointed by the person having benefit of the development consent in accordance with Section 109E of the *EP&A Act 1979*;
  - c) if Council is not the PCA, Council is notified of the appointed PCA at least two (2) days before building work commences;
  - d) the person having benefit of the development consent notifies Council of the intention to commence building work at least two (2) days before building work commences; and
  - e) the PCA is notified in writing of the name and contractor licence number of the owner/builder intending to carry out the approved works.
- (5) **Sign of PCA and Contact Details** - A sign shall be erected in a prominent position on the site stating the following:
- a) that unauthorised entry to the work site is prohibited;
  - b) the name of the principal contractor (or person in charge of the site) and a telephone number on which that person can be contacted at any time for business purposes and outside working hours; and
  - c) the name, address and telephone number of the PCA.
- The sign shall be maintained while the work is being carried out, and shall be removed upon the completion of works.
- (6) **Site is to be Secured** - The site shall be secured and fenced.
- (7) **Soil Erosion and Sediment Control** - Soil erosion and sediment controls must be implemented prior to works commencing on the site in accordance with 'Managing Urban Stormwater – Soils and Construction (the blue book)' and any Sediment and Erosion plans approved with this development consent.

- (8) **Dilapidation Report - Adjoining Property** - A dilapidation report, prepared by a suitably qualified person, including a photographic survey of the following adjoining properties shall be prepared:
- a) 181 and 187 Turner Road, Currans Hill; and
  - b) 30, 32, 34, 36, 38, 40, 42 & 44 Atlantis Crescent, Gregory Hills.

All costs incurred in preparing the dilapidation report and complying with the conditions it imposes shall be borne by the applicant. The report's conditions must include a requirement for the rectification of any damage caused by the approved development to the aforementioned properties.

In the event that access for undertaking the dilapidation report is denied by an adjoining owner, the applicant shall demonstrate in writing that all reasonable steps have been taken to obtain access to and advise the affected property owner of the reason for the survey and that these steps have failed. Written concurrence shall be obtained from the PCA in such circumstances.

- (9) **Dilapidation Report – Council Property** - A dilapidation report prepared by a suitably qualified person, including a photographic survey of existing public roads, kerbs, footpaths, drainage structures, street trees and any other existing public infrastructure within the immediate area of the site shall be prepared. The report must be submitted to the PCA and Council at least 2 days prior to the commencement of works.

Should any public property or the environment sustain damage during the course of and as a result of construction, or if the construction works put Council's assets or the environment at risk, Council may carry out any works necessary to repair the damage or remove the risk. The costs incurred will be deducted from the applicant's damages bond.

- (10) **Traffic Management Plan** - A traffic management plan shall be prepared in accordance with Council's Engineering Specifications and AS 1742.3. The plan must be submitted to the PCA.
- (11) **Construction Management Plan** - A construction management plan that includes dust, soil and sediment and traffic management, prepared in accordance with Council's Engineering Design Specification, shall be provided to the PCA.
- (12) **Construction and Demolition Waste Management Plan** - A construction and demolition waste management plan must be prepared for all construction and demolition work on the site. The plan must incorporate the concept of recycling and reuse where practicable, include the requirement to dispose of material not suitable for reuse or recycling at a licenced waste facility. The plan must be kept on site for compliance until the completion of all construction and demolition works.
- (13) **Environmental Management Plan** - An environmental management plan (EMP) prepared in accordance with Council's Engineering Design Specification shall be provided to the PCA.

The EMP shall address the manner in which site operations are to be conducted and monitored to ensure that adjoining land uses and the natural environment are not

unacceptably impacted upon by the proposal. The EMP shall include but not be necessarily limited to the following measures:

- a) measures to control noise emissions from the site;
  - b) measures to suppress odours and dust emissions;
  - c) soil and sediment control measures;
  - d) measures to control air emissions that includes odour;
  - e) measures and procedures for the removal of hazardous materials that includes waste and their disposal;
  - f) any other recognised environmental impact;
  - g) work, health and safety; and
  - h) community consultation.
- (14) **Construction Noise Management Plan** - A construction noise management plan shall be provided to the PCA and include the following:
- a) noise mitigation measures;
  - b) noise and/or vibration monitoring;
  - c) use of respite periods;
  - d) complaints handling; and
  - e) community liaison and consultation.
- (15) **Protection of Existing Street Trees** - No existing nature strip, street tree, tree guard, protective bollard, garden bed surrounds or root barrier installation shall be disturbed, relocated, removed or damaged during earthworks, demolition, excavation (including any driveway installation), construction, maintenance and/or establishment works applicable to this consent, without Council agreement and/or consent.

The protection methods for existing nature strip, street tree, tree guard, protective bollard, garden bed surrounds or root barrier installation during all works approved by this development consent shall be installed in accordance with AS 4970-2009 Protection of Trees on Development Sites.

- (16) **Decommissioning of On-Site Sewerage Management** - Written confirmation verifying that the existing on-site sewerage management facility has been decommissioned in accordance with the following, shall be provided to the PCA and Council:

Option 1: (Removal of system from site)

That the septic tank, disposal field and all associated drainage shall be decommissioned in accordance with the following:

- a) The septic tank/holding well and grease trap shall be emptied by a liquid wastewater contractor and the contents disposed of at an approved wastewater depot. A copy of the receipt is to be provided to Council;
- b) The sides, lid, baffle (if fitted) and square junctions of the tank should be hosed down as the waste is being removed; and
- c) The inlets and outlets should be plugged and the tank should then be filled with clean water and disinfected to a minimum level of 5mg/l of free residual chlorine, with a one half hour contact time. The lid should be exposed to the chlorine solution. The chlorine should be allowed to dissipate naturally and not be neutralised. The contents of the tank/ and or well shall than be emptied by a liquid wastewater contractor.

The septic tank and any associated drainage and disposal field including materials and drainage pipes used in the construction and connection of the existing redundant transpiration beds/ absorption trenches/ irrigation fields shall be removed and disposed of at a suitably licensed landfill site. (i.e. aggregates, rubble, sand, concrete slabs and the like) A copy of the receipt for disposal of the waste materials shall be provided to Council.

The tank excavation /transpiration beds/ absorption trenches are to be backfilled with clean filling material and finished to the surrounding ground level.

Option 2: (decommissioning on site)

The septic tank system shall be de-commissioned in the following manner:

- a) The septic tank/holding well and grease trap shall be emptied by a liquid wastewater contractor and the contents disposed of at an approved wastewater depot. A copy of the receipt is to be provided to Council;
  - b) the septic tank and holding well shall be thoroughly dusted with commercial grade agricultural lime;
  - c) the base(s) of the tank(s) is to be punctured (to prevent future holding of water), the lids broken in and the top edges broken down 300mm below ground level; and
  - d) the tanks are to be backfilled with clean filling material and finished to the surrounding ground level.
- (17) **Demolition Work** - Consent is granted for the demolition of the existing structures currently existing on the property, subject to compliance with the following conditions:
- a) The developer shall notify adjoining residents of demolition works seven (7) working days prior to demolition. Such notification is to be clearly written on A4 size paper giving the date demolition will commence and be placed in the letterbox of every premises (including every residential flat or unit, if any) either side, immediately at the rear of, and directly opposite, the demolition site;
  - b) Prior to demolition, the applicant shall erect a sign at the front of the property with the demolisher's name, licence number, contact phone number and site address;

- c) Prior to demolition, the applicant shall erect a 1.8m high temporary fence and hoarding between the work site and any public property (footpaths, roads, reserves etc). Access to the site shall be restricted to authorised persons only and the site shall be secured against unauthorised entry when work is not in progress or when the site is otherwise unoccupied;
  - d) Prior to demolition, all services (such as sewer, telephone, gas, water and electricity) must be disconnected. The developer must consult with the relevant service authorities regarding their requirements for the disconnection of services;
  - e) Suitable erosion and sediment control measures in accordance with an approved erosion and sediment control plan shall be installed prior to the commencement of demolition works and shall be maintained at all times;
  - f) A Work Plan prepared by a suitably qualified person in accordance with AS 2601 'Demolition of Structures' shall be provided to the PCA for approval prior to demolition works commencing. The Work Plan shall identify hazardous materials including surfaces coated with lead paint, method of demolition, the precautions to be employed to minimise any dust nuisance and the disposal methods for hazardous materials;
  - g) If the property was built prior to 1987, an asbestos survey shall be carried out by a suitably qualified person prior to demolition. If asbestos is found, a WorkCover Authority licensed contractor shall remove all asbestos in accordance with the requirements of the WorkCover Authority, including notification of adjoining neighbours of asbestos removal. All asbestos material must be disposed of at a facility licenced to accept asbestos. Tipping receipts for the disposal of the asbestos must be retained.
  - h) The burning of any demolished material on site is not permitted and offenders will be prosecuted; and
  - i) Care shall be taken during demolition to ensure that existing services on the site (i.e. sewer, electricity, gas, phone, etc) are not damaged. Any damage caused to existing services is to be repaired by the relevant authority at the expense of the applicant.
- (19) **Archaeologically Sensitive Area** - During stage 1 no plant, equipment, works or other associated construction activity are to impact the surface and subsurface of the archaeologically sensitive area. Prior to undertaking works on site a management plan is to be submitted to Council. The management plan is to detail how the archaeologically sensitive area will be protected during stage 1. This plan must be developed in consultation with a suitably qualified archaeological consultant and include monitoring and reporting.

#### 4.0 - During Works

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

- (1) **Approved and Prepared Plans and Reports to be Complied With** - All plans and reports approved by, and required to be prepared by this development consent, must be complied with.

- (2) **Construction Hours** - All work (including delivery of materials) shall be restricted to the hours of 7.00am to 5.00pm Monday to Saturday inclusive. Work is not to be carried out on Sundays or Public Holidays.
- (3) **Site Management** - The following practices are to be implemented during construction:
- a) stockpiles of topsoil, sand, aggregate, spoil or other material shall be kept clear of any drainage path, easement, natural watercourse, kerb or road surface and shall have measures in place to prevent the movement of such material off site;
  - b) builder's operations such as brick cutting, washing tools, concreting and bricklaying shall be confined to the building allotment. All pollutants from these activities shall be contained on site and disposed of in an appropriate manner;
  - c) waste shall not be burnt or buried on site or any other properties, nor shall wind-blown rubbish be allowed to leave the site. All waste shall be disposed of at a licenced waste disposal facility;
  - d) a waste control container shall be located on the site;
  - e) all building materials, plant, equipment and waste control containers shall be placed on the building site. Building materials, plant and equipment (including water closets), shall not to be placed on public property (footpaths, roadways, public reserves, etc);
  - f) toilet facilities shall be provided at, or in the vicinity of, the work site at the rate of 1 toilet for every 20 persons or part thereof employed at the site. Each toilet shall:
    - i) be a standard flushing toilet connected to a public sewer; or
    - ii) have an on-site effluent disposal system approved under the *Local Government Act 1993*; or
    - iii) be a temporary chemical closet approved under the *Local Government Act 1993*.
- (4) **Traffic Management Plan Implementation** - All traffic management procedures and systems identified in the approved traffic management plan shall be introduced and maintained during construction of the development to ensure safety and to minimise the effect on adjoining pedestrian and traffic systems.
- (5) **Site Signage** - A sign shall be erected at all entrances to the subdivision site and be maintained until the subdivision has been registered with Land and Property Information. The sign shall be constructed of durable materials, be a minimum of 1200mm x 900mm, and read as follows:
- "WARNING UP TO \$8,000 FINE. It is illegal to allow soil, cement slurry or other building materials to enter, drain or be pumped into the stormwater system. Camden Council (02 4654 7777) – Solution to Pollution."*
- The wording shall be a minimum of 120mm high and the remainder a minimum of 60mm high. The warning and fine details shall be in red bold capitals and the

remaining words in dark coloured lower case letters on a white background, surrounded by a red border

- (6) **Compaction (Lots)** - The approved lots, which are subject to filling, must be compacted in accordance with Council's current Engineering Construction Specifications. A suitably qualified and experienced geotechnical engineer must supervise the placing of fill material and certify that the work has been carried out to level 1 responsibility in accordance with Appendix B of AS 3798.
- (7) **Vehicles Leaving the Site** - The construction supervisor must ensure that:
- a) all vehicles transporting material from the site cover such material so as to minimise sediment transfer;
  - b) the wheels of vehicles leaving the site:
    - i) do not track soil and other waste material onto any public road adjoining the site; and
    - ii) fully traverse the site's stabilised access point.
- (8) **Fill Compaction** - All fill must be compacted in accordance with Camden Council's current Engineering Design Specifications.
- (9) **Removal of Waste Materials** - Where there is a need to remove any identified materials from the site that contain fill/rubbish/asbestos, the waste material shall be assessed and classified in accordance with the NSW EPA Waste Classification Guidelines 2014 (refer to [www.epa.nsw.gov.au/wasteregulation/classify-guidelines.htm](http://www.epa.nsw.gov.au/wasteregulation/classify-guidelines.htm))
- Once assessed, the materials shall be disposed of to a licensed waste facility suitable for that particular classification of waste. Copies of tipping dockets shall be retained and supplied to Council upon request.
- (10) **Soil, Erosion, Sediment and Water Management – Implementation** - All requirements of the erosion and sediment control plan and/or soil and water management plan shall be maintained at all times during the works and any measures required by the plan shall not be removed until the site has been stabilised.
- (11) **Noise During Work** - Noise levels emitted during works shall be restricted to comply with the construction noise control guidelines set out in Chapter 171 of the NSW Environment Protection authority's Environmental Noise Control Manual.
- (12) **Location of Stockpiles** - Stockpiles of soil shall not be located on / near any drainage lines or easements, natural watercourses or water bodies, footpath or roadway without first providing suitable protective measures adequate to protect these water bodies. All stockpiles of contaminated materials shall be suitably covered to prevent dust and odour nuisance.
- (13) **Disposal of Stormwater** - Water seeping into any site excavations is not to be pumped into the stormwater system unless it complies with relevant EPA and ANZECC standards for water quality discharge.
- (14) **Delivery Register** - The applicant must maintain a register of deliveries which includes date, time, truck registration number, quantity of fill, origin of fill and type of

fill delivered. This register must be made available to Council officers on request and be provided to the Council at the completion of the development.

- (15) **Fill Material (VENM)** - Prior to the importation and/or placement of any fill material on the subject site, a validation report and sampling location plan for such material must be provided to and approved by the PCA.

The validation report and associated sampling location plan must:

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

Virgin Excavated Natural Material (VENM):

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

Sampling of VENM for salinity of fill volumes:

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

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

Sampling of VENM for contamination and salinity must be undertaken in accordance with the following table:

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

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

- (16) **Offensive Noise, Dust, Odour and Vibration** - All work shall not give rise to offensive noise, dust, odour or vibration as defined in the *Protection of the Environment Operations Act 1997* when measured at the property boundary.
- (17) **Erosion and Sedimentation Control** - Soil erosion and sedimentation controls are required to be maintained for the duration of the works. The controls must be undertaken in accordance with version 4 of the *Soils and Construction – Managing Urban Stormwater manual (Blue Book)*.

Soil erosion and sediment control measures shall only be removed upon completion of the works when all landscaping and disturbed surfaces have been stabilised (for example, with site turfing, paving or re-vegetation).

- (18) **Unexpected Finds Contingency (General)** - Should any suspect materials (identified by unusual staining, odour, discolouration or inclusions such as building rubble, asbestos, ash material, etc.) be encountered during any stage of works (including earthworks, site preparation or construction works, etc.), such works shall cease immediately until a qualified environmental specialist has been contacted and conducted a thorough assessment.

In the event that contamination is identified as a result of this assessment and if remediation is required, all works shall cease in the vicinity of the contamination and Council shall be notified immediately.

Where remediation work is required, the applicant will be required to obtain consent for the remediation works.

- (19) **Salinity Management Plan** - All approved development that includes earthworks, imported fill, landscaping, buildings and associated infrastructure must be carried out or constructed in accordance with the management strategies as contained within the report titled 'Salinity Management Plan, Proposed Residential Development Nos 187 and 195-203 Turner Road Currans Hill NSW' prepared by GeoEnviro Consultancy Pty Ltd and dated October 2017.
- (20) **Hazardous Building Materials Assessment** - All works (including demolition and materials handling, storage, transport and disposal) shall be undertaken in accordance with the requirements outlined in the hazardous building material assessment. All material not suitable for recycling or reuse must be disposed of at a licenced waste facility authorised to accept that waste.
- (21) **Heritage** - If any object having interest due to its age or association with the past is uncovered during the course of the work:
- (a) all work must stop immediately in that area; and

(b) the Office of Environment and Heritage must be advised of the discovery.

**Note.** Depending on the significance of the object uncovered, an archaeological assessment and excavation permit under the *Heritage Act 1997* may be required before further the work can continue.

(22) **Aboriginal Heritage** - If any Aboriginal object (including evidence of habitation or remains) is discovered during the course of the work:

(a) all excavation or disturbance of the area must stop immediately in that area; and

(b) the Office of Environment and Heritage must be advised of the discovery in accordance with Section 89A of the *National Parks and Wildlife Act 1974*.

**Note.** If an Aboriginal object is discovered, an Aboriginal heritage impact permit may be required under the *National Parks and Wildlife Act 1974*.

(23) **De-Watering Activities** - Measures must be taken consistent with *National Parks and Wildlife Act 1974* to ensure that any fauna inhabiting the water body, or surrounding vegetation, are treated humanely and relocated before development activities commence. A qualified ecologist or wildlife carer must be present throughout de-watering activities to relocate fauna or take fauna into care where appropriate (i.e. juvenile or nocturnal fauna). Nesting animals must be left in situ until young have fledged and/or left the nest.

#### 5.0 - Prior to Issue of a Subdivision Certificate

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

- (1) **Requirement for a Subdivision Certificate** - The application for subdivision certificate(s) shall be made in accordance with the requirements of Clause 157 of the Environmental Planning & Assessment Regulation 2000.
- (2) **Show Easements/Restrictions on the Plan of Subdivision** - The developer shall acknowledge all existing easements and/or restrictions on the use of the land on the final plan of subdivision.
- (3) **Burdened Lots To Be Identified** - Any lots subsequently identified during the subdivision as requiring restrictions shall also be suitably burdened.
- (4) **Subdivision Certificate** - The issue of a Subdivision Certificate is not to occur until all conditions of this development consent have been satisfactorily addressed and all engineering works are complete (where the subdivision involves engineering works), unless otherwise approved in writing by the PCA.
- (5) **Fill Plan** - A fill plan shall be provided to the PCA prior to the issue of any Subdivision certificate. The plan must show (where applicable):
  - a) lot boundaries;
  - b) road/drainage/public reserves;
  - c) street names;
  - d) final fill contours and boundaries; and
  - e) depth in filling in maximum 0.5m Increments.

The plan is to be provided electronically in portable document format (.PDF).

- (6) **Incomplete Works Bond** - Where the applicant proposes deferral of work in accordance with Council's engineering specifications, a bond is to be lodged with Council for the construction of incomplete works in accordance with Council's Development Infrastructure Bonds Policy.

**Note** – An administration fee is payable upon the lodgement of a bond with Council.

- (7) **Surveyor's Report** - Prior to the issue of the Subdivision Certificate a certificate from a registered surveyor must be provided to the PCA, certifying that all drainage lines have been laid within their proposed easements. Certification is also to be provided stating that no services or accessways encroach over the proposed boundary other than as provided for by easements as created by the final plan of subdivision.
- (8) **Value of Works** - Itemised data and value of civil works shall be provided to Council for inclusion in Council's Asset Management System in accordance with Council's Engineering Specifications.
- (9) **Electricity Notice of Arrangement** - A Notice of Arrangement for the provision of distribution of electricity from Endeavour Energy must be submitted to the PCA (Council). The arrangement must include the provision of street lighting in accordance with the electrical design approved by Council.
- (10) **Soil Classification** - A soil classification report prepared by a suitably qualified person in accordance with AS 2870 'Residential Slabs and Footings', detailing the general classification of soil type generally found within the subdivision, shall be provided to the PCA. A classification shall be provided for each lot within the subdivision. The soil classification report shall also be provided to Council.
- (11) **Services** - Certificates and/or relevant documents shall be obtained from the following service providers and provided to the PCA.
- a) Energy supplier – A Notice of Arrangement for the provision of distribution of electricity from Endeavour Energy to service the proposed development;
  - b) Telecommunications – Evidence demonstrating that satisfactory arrangements have been made with a telecommunications carrier to service the proposed development, and
  - c) Water supplier – A Section 73 Compliance Certificate demonstrating that satisfactory arrangements have been made with a water supply provider to service the proposed development.

The assessment will determine the availability of water and sewer services, which may require extension, adjustment or connection to Sydney Water mains. Sydney Water will assess the development and if required will issue a Notice of Requirements letter detailing all requirements that must be met. Applications can be made either directly to Sydney Water or through a Sydney Water accredited Water Servicing Coordinator (WSC). Go to [www.sydneywater.com.au/section73](http://www.sydneywater.com.au/section73) or phone 1300 082 746 to learn more about applying through an authorised WSC or Sydney Water.

- (12) **Works As Executed Plan** - Works As Executed Plans shall be prepared and provided in accordance with Council's Engineering Specifications.

Digital data must be in AutoCAD .dwg or .dxf format, and the data projection coordinate must be in (GDA94.MGA zone 56).

- (13) **Section 88B Instrument** - The applicant shall prepare a Section 88B Instrument for approval by the PCA which incorporates the following easements, positive covenants and restrictions to user where necessary:
- a) easement for services;
  - b) easement to drain water and drainage easement/s over overland flow paths;
  - c) easement for on-site-detention;
  - d) positive covenant over the on-site detention / water quality facility for the maintenance, repair and insurance of such a facility;
  - e) easement for water quality facility;
  - f) retaining wall, positive covenant, and restriction to user;
  - g) restriction as to user on the approved lots with finished gradients greater than 15% that requires compliance with the geotechnical report prepared in accordance with condition 2.0(16) of this development consent; and
  - h) restriction as to user on all lots requiring that all construction works that include earthworks, imported fill, landscaping, roads, buildings and associated infrastructure must be carried out in accordance with the management strategies as contained within the report titled 'Salinity Management Plan, Proposed Residential Development Nos 187 and 195-203 Turner Road Currans Hill NSW' prepared by GeoEnviro Consultancy Pty Ltd and dated October 2017.
- (14) **Water Quality Facility** - A water quality facility must be constructed for the site in accordance with the approved plans and Council's Engineering Specifications.
- (15) **Water Quality Facility Operation, Maintenance and Monitoring Manual/s** - Operation, Maintenance and Monitoring Manual/s ('Manuals') for the permanent water quality facility shall be provided for approval to the PCA. The Manuals shall be prepared by a suitably qualified person in accordance with Council's Engineering Specifications.
- (16) **Compaction Report** - A compaction report must be submitted that demonstrates that all roads and lots have been compacted in accordance with Council's Engineering Specifications.
- (17) **Flood Mapping** - An updated flood map based upon the final completed subdivision layout as a separate layer in .dxf or .dwg format, showing the flood planning level, PMF, 1% and 5% AEP levels, for integration into Council's mapping system must be submitted to Council.
- (18) **Flood Line Identification** - The 1% AEP flood line must be marked on the plan of the subdivision.

- (19) **Lot Numbers and Street Names** - Lot numbers and street names must be stencilled on the face of kerb or in alternative locations directed by the PCA.

The stencil medium must be of good quality UV stabilised paint and applied to the kerb thusly:

- a) Lot numbers – White number in Brunswick Green background located on the prolongation of both common boundaries of each lot.
- b) Street names – White lettering on Brunswick Green background at kerb and gutter tangent points.

- (20) **Footpath Works Bond** - Where the applicant proposes deferral of work in accordance with Council's engineering specifications, a bond is to be lodged with Council for the construction of concrete footpaths and/or pedestrian/cycle shared ways in accordance with Council's Development Infrastructure Bonds Policy.

The deferred footpath works must be completed once 80% of housing has been constructed within the approved subdivision, or within 2 years from the date of deferrals, whichever occurs first.

**Note** – An administration fee is payable upon the lodgement of a bond with Council.

- (21) **Defects and Liability Bond** - The applicant is to lodge a bond with Council to cover any defects and liabilities of any new public infrastructure in accordance with Council's Development Infrastructure Bonds Policy.

**Note** – An administration fee is payable upon the lodgement of a bond with Council.

- (22) **Water Quality Facility Works Bond** - Where the applicant proposes deferral of work in accordance with Council's engineering specifications, a bond is to be lodged with Council for the construction of approved water quality facilities in accordance with Council's Development Infrastructure Bonds Policy.

**Note** – An administration fee is payable upon the lodgement of a bond with Council.

- (23) **Update of Bush Fire Prone Land Map** - A revised draft Bush Fire Prone Land Map shall be produced showing all asset protection zones and bush fire prone land within the subdivision and shall include the following.

- a) a statement that clarifies and certifies that the changes to the Maps are in accordance with the *Planning for Bush Fire Protection Guidelines* and *Guideline for Bush Fire Prone Land Mapping NSW Rural Fire Service*. See [http://www.rfs.nsw.gov.au/dsp\\_content.cfm?CAT\\_ID=900](http://www.rfs.nsw.gov.au/dsp_content.cfm?CAT_ID=900).

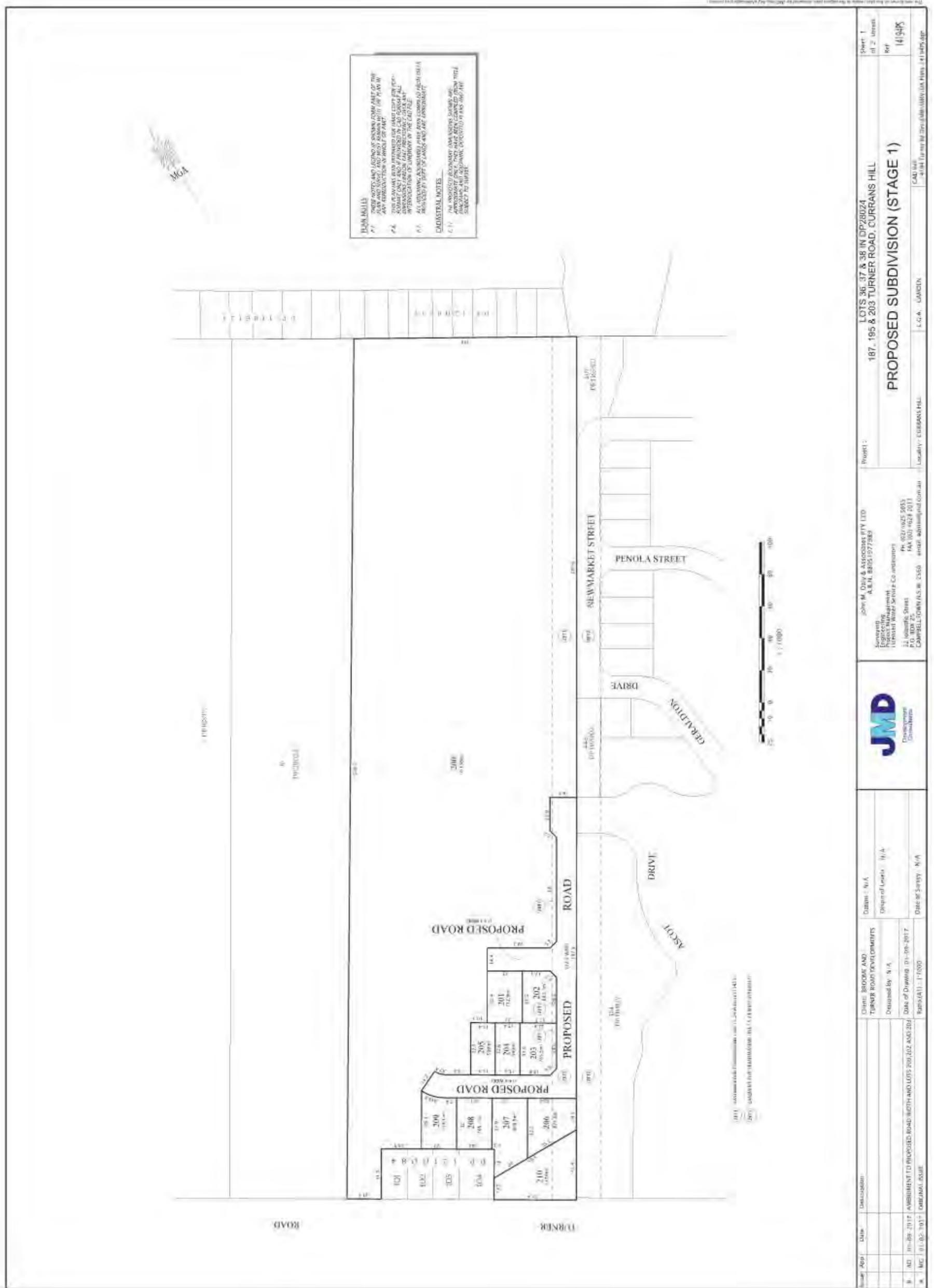
The statement shall be prepared by a suitably qualified and experienced consultant who has:

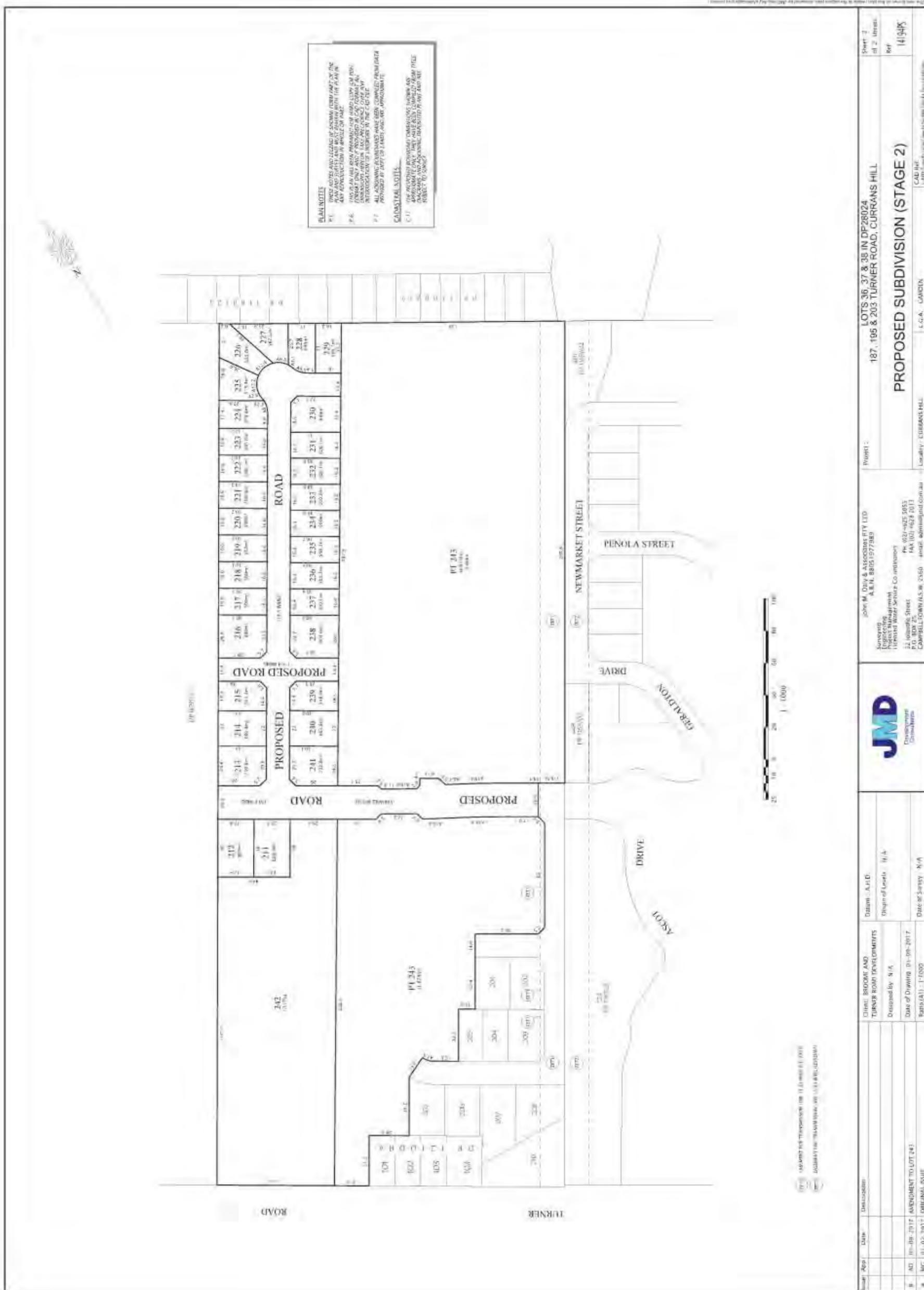
- i) experience in identifying bushfire prone land within NSW;
- ii) experience in assessing potential bushfire impact and developing and submitting bushfire risk assessments and deemed to satisfy designs and plans for development in bushfire prone areas;

- iii) a detailed knowledge of and experience with the bushfire planning, design and construction guidelines requirements for NSW (such as Planning for Bushfire Protection and Australian Standards) for subdivisions, new buildings, modifications to existing buildings;
- iv) a detailed knowledge of, and experience with, the bushfire provisions and hierarchy within the *Building Code of Australia*;
- v) a detailed understanding of, and experience with, the bushfire provisions within, and the operation of the NSW and Local Government planning systems;
- vi) a thorough understanding of the Macarthur District Bush Fire Risk Management Plan and Macarthur District Bush Fire Operations Plan; and
- vii) public liability/professional indemnity insurance, each to a minimum of \$30 million.

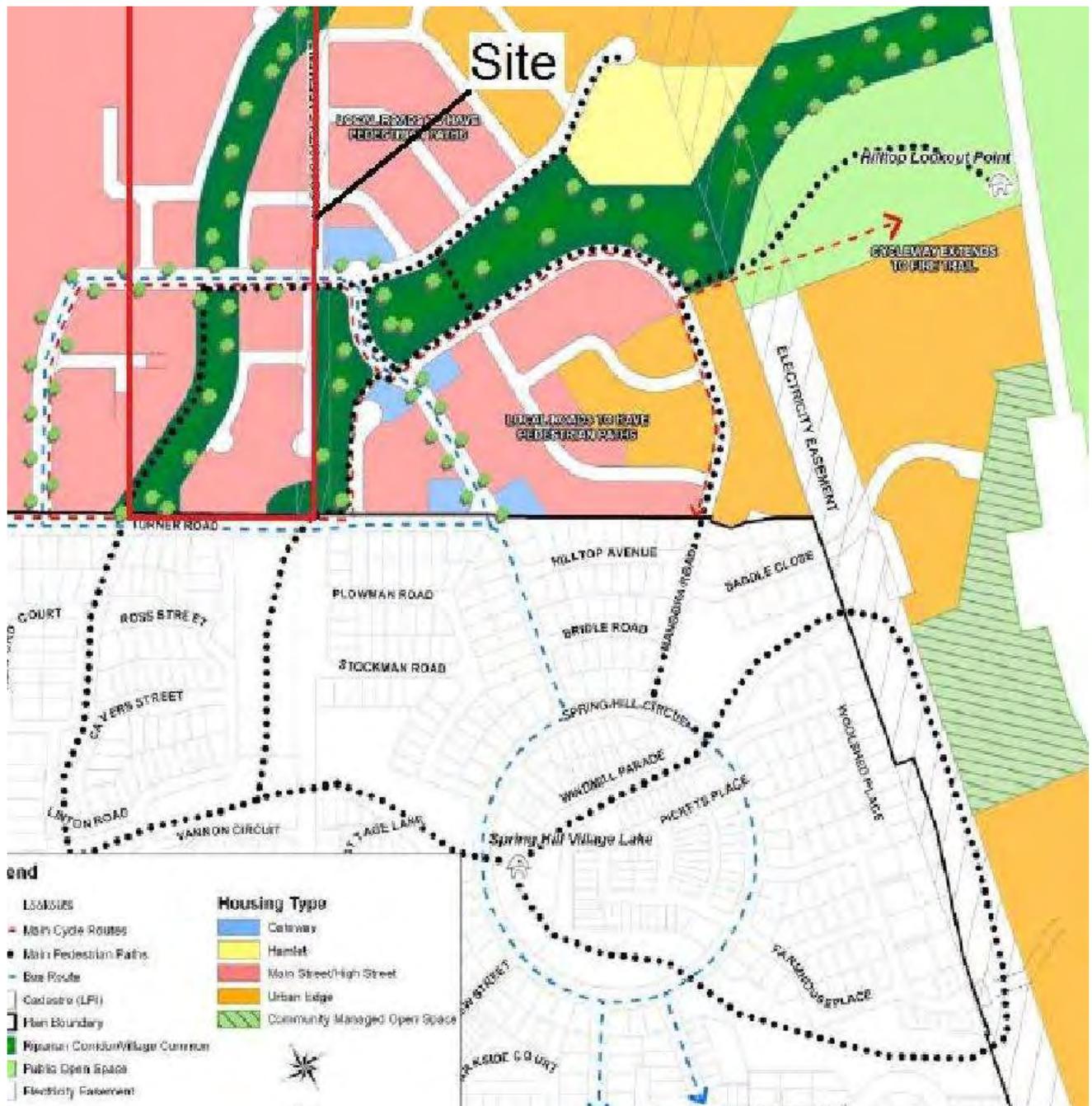
**Note** – The above criteria has been adopted from the Certification Guidelines for Bushfire Planning and Design BPAD (A & D) – Certified Practitioners (as per the FPA (Fire Protection Australia) Certified Practitioner and Business Programme (see website <http://www.fpa.com.au/certification/index.php?certification=bpad>).

- b) Maps including the final layout of the subdivision and as a separate layer in .dxf or .dwg format.
- (24) **Completion of Landscape Works** - All landscape works, including the removal of noxious weed species, are to be undertaken in accordance with the approved landscape plan and conditions of this development consent.
- (25) **Inspection of Existing Street Trees** - All existing street trees must be inspected by Council to ensure that they are undamaged and in a healthy condition.





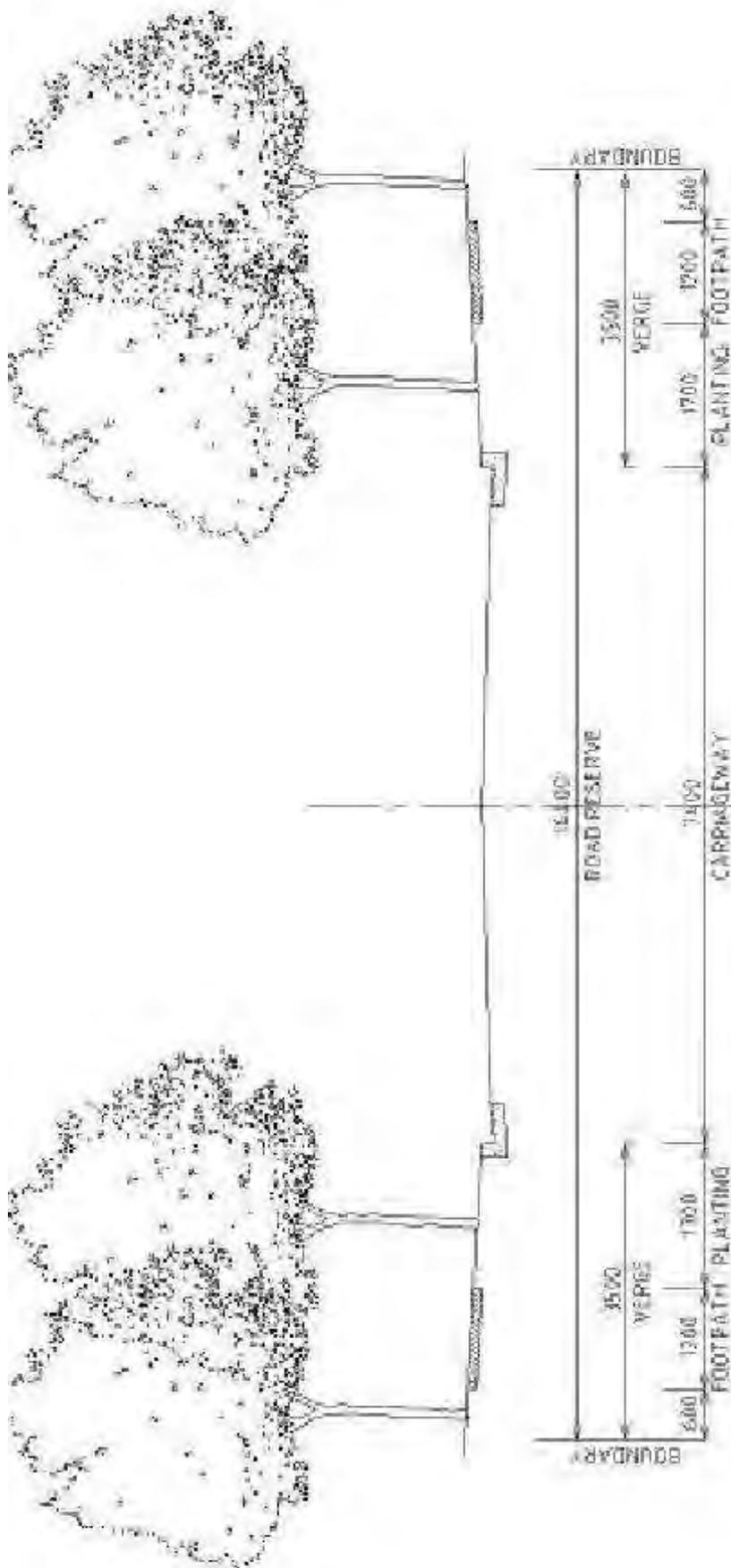
Sheet 2 of 2 sheets	Ref 141345
<b>PROPOSED SUBDIVISION (STAGE 2)</b> 187, 195 & 203 TURNER ROAD, CURRANS HILL	
Surveyor: JMD Development Consultants 22 Ipswich Street P.O. BOX 25 CAMPBELL TOWN (N.S.W.) 2560 email: admin@jmd.com.au	Project: JOHN M. DEY & ASSOCIATES PTY LTD A.B.N. 88051577389 Project Management 11 Ipswich Street P.O. BOX 25 CAMPBELL TOWN (N.S.W.) 2560 PH: 02-4625 5055 FAX: (02) 4628 2013 email: admin@jmd.com.au
Client: BROOKIE AND TURNER ROAD DEVELOPMENTS Occupied by: N/A Date of Diagram: 01-06-2017 Ratio (A1): 1:1000	Diagram A1/D Diagram of Lots: N/A Date of Survey: N/A
Name: AD Date: 01-02-2017 Description: AMENDMENT TO LOT 241	Name: MC Date: 01-02-2017 Description: ORIGINAL ISSUE



ORD02

Attachment 4



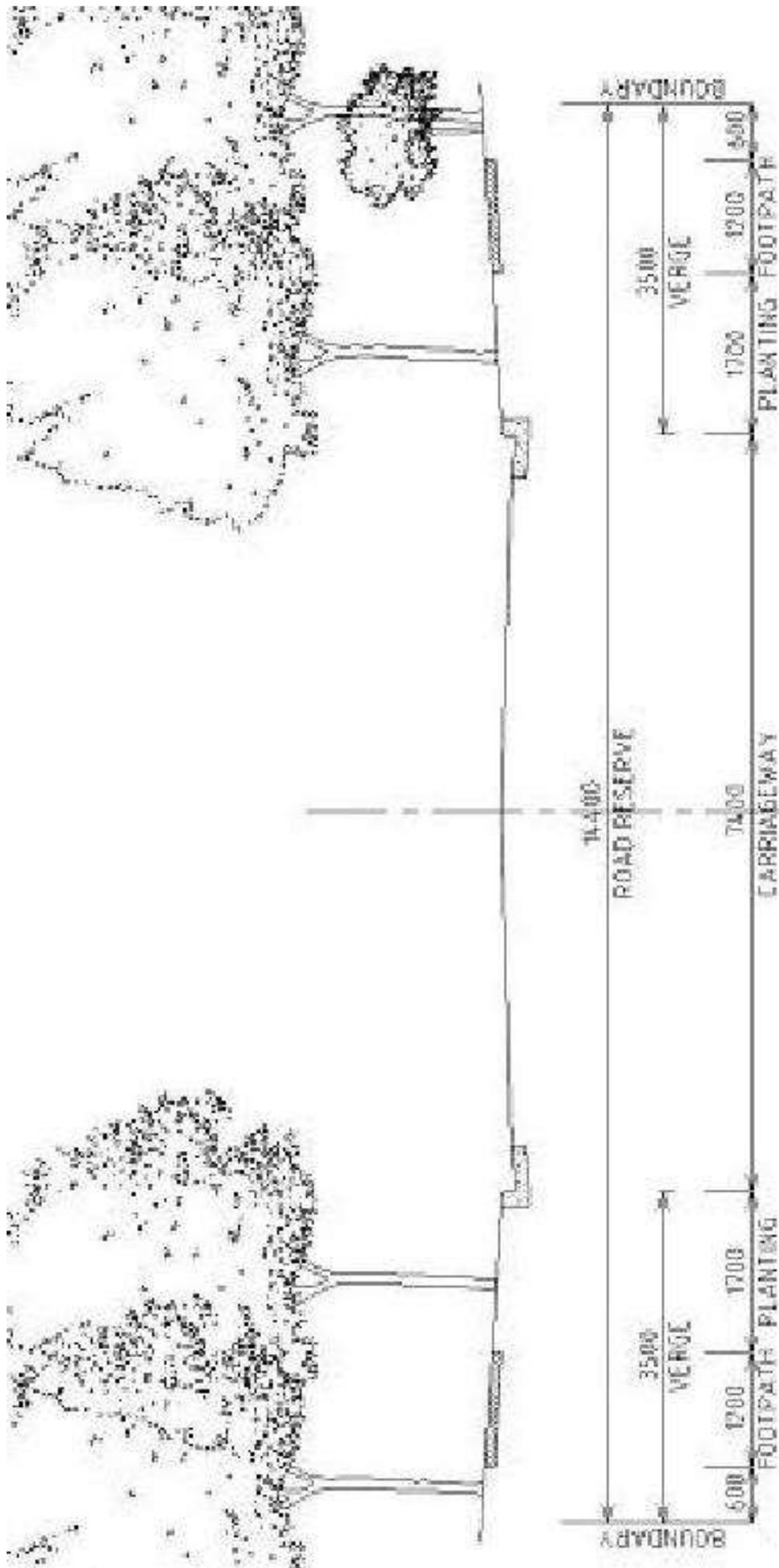


**Collector Road Typical Section**

not to scale

**Figure C28.1 Manooka Valley Road Typical Section**

**Note:** Collector roads with proposed cycle paths shall adopt a 22m wide road reserve.



# Local Street Typical Section

**Details of Conditions:****1.0 - General Conditions of Consent**

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

- (1) **Approved Plans and Documents** - Development shall be carried out in accordance with the following plans and documentation, and all recommendations made therein, except where amended by the conditions of this development consent:

Plan Reference/ Drawing No.	Name of Plan	Prepared by	Date
Sheet 02 Issue 05	Location Plan	Boka-Krslovic Homes	1 November 2017
Sheet 03 Issue 05	Plan of Proposed Subdivision	Boka-Krslovic Homes	1 November 2017
Sheet 01 Issue 07	Cover Sheet Lot 50591	Boka-Krslovic Homes	1 November 2017
Sheet 02 Issue 07	Site Plan Lot 50591	Boka-Krslovic Homes	1 November 2017
Sheet 03 Issue 07	Ground Floor Plan Lot 50591	Boka-Krslovic Homes	1 November 2017
Sheet 04 Issue 07	First Floor Plan Lot 50591	Boka-Krslovic Homes	1 November 2017
Sheet 05 Issue 07	Roof & Stormwater Plan Lot 50591	Boka-Krslovic Homes	1 November 2017
Sheet 06 Issue 07	Front & Right Elevations Lot 50591	Boka-Krslovic Homes	1 November 2017
Sheet 07 Issue 07	Rear & Left Elevations Lot 50591	Boka-Krslovic Homes	1 November 2017
Sheet 08 Issue 07	Section A-A/Driveway Section Lot 50591	Boka-Krslovic Homes	1 November 2017
Sheet 09 Issue 07	External Door & Window Schedule/BASIX Lot 50591	Boka-Krslovic Homes	1 November 2017
Sheet 10 Issue 07	Roof & Stormwater Plan Lot 50591	Boka-Krslovic Homes	1 November 2017
Sheet 11 Issue 07	Shadow Diagrams – Winter Lot 50591	Boka-Krslovic Homes	1 November 2017
Sheet 01 Issue 05	Cover Sheet Lot 50592	Boka-Krslovic Homes	28 September 2017
Sheet 02 Issue 05	Site Plan Lot 50592	Boka-Krslovic Homes	28 September 2017

Sheet 03 Issue 05	Ground Floor Plan Lot 50592	Boka-Krslovic Homes	28 September 2017
Sheet 04 Issue 05	First Floor Plan Lot 50592	Boka-Krslovic Homes	28 September 2017
Sheet 05 Issue 05	Roof and Stormwater Plan Lot 50592	Boka-Krslovic Homes	28 September 2017
Sheet 06 Issue 05	Front & Right Elevations Lot 50592	Boka-Krslovic Homes	28 September 2017
Sheet 07 Issue 05	Rear & Left Elevation Lot 50592	Boka-Krslovic Homes	28 September 2017
Sheet 08 Issue 05	Section A-A/Driveway Section Lot 50592	Boka-Krslovic Homes	28 September 2017
Sheet 09 Issue 05	External Door & Window Schedule/BASIX Lot 50592	Boka-Krslovic Homes	28 September 2017
Sheet 10 Issue 05	Sediment Control Details Lot 50592	Boka-Krslovic Homes	28 September 2017
Sheet 11 Issue 05	Landscape Concept Plan Lot 50592	Boka-Krslovic Homes	28 September 2017
Sheet 12 Issue 05	Shadow Diagrams - Winter Lot 50592	Boka-Krslovic Homes	28 September 2017
030517 Sheet 1 Issue C	Stormwater Drainage and Rainwater Reuse	Stormwater Engineers Pty Ltd	October 2017
030517 Sheet 2 Issue C	Stormwater Drainage and Rainwater Reuse	Stormwater Engineers Pty Ltd	October 2017
040517 Sheet 1 Issue B	Stormwater Drainage and Rainwater Reuse	Stormwater Engineers Pty Ltd	October 2017
040517 Sheet 2 Issue B	Stormwater Drainage and Rainwater Reuse	Stormwater Engineers Pty Ltd	October 2017
S2813/76359/1/JMK Sheet 1 of 1	Contour & Detail Survey for Lot 5059 in DP 1211914 Jamboree Avenue Leppington	Burton & Field Surveying & Land Development	31 May 2017

Document Title	Prepared by	Date
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Waste Management Plan	Boka-Kryslavic	6 June 2017
BASIX Certificate Lot 50591 Certificate no. 819164S	Thermal Performance	15 May 2017
BASIX Certificate Lot 50592 Certificate no. 819165S	Thermal Performance	15 May 2017
External Colours Lot 1 and Lot 2	Submitted with DA Documentation	Submitted with DA Documentation

- (2) **BASIX Certificate** - The applicant shall undertake the development strictly in accordance with the commitments listed in the approved BASIX certificate(s) for the development to which this consent applies.
- (3) **Building Code of Australia** - All building work shall be carried out in accordance with the BCA. In this clause, a reference to the BCA is a reference to that Code as in force on the date the application for the relevant Construction Certificate is made.
- (4) **Home Building Act** - Pursuant to Section 80A(11) of the *EP&A Act 1979*, residential building work within the meaning of the *Home Building Act 1989* shall not be carried out unless the PCA for the development to which the work relates:
- a) in the case of work for which a principal contractor has been appointed:
    - i) has been informed in writing of the name and licence number of the principal contractor; and
    - ii) where required has provided an insurance certificate with the name of the insurer by which the work is insured under Part 6 of that Act.
  - b) in the case of work to be carried out by an owner-builder;
    - i) has been informed in writing of the name of the owner-builder; and
    - ii) if the owner-builder is required to hold an owner-builder permit under that Act; has provided a copy of the owner builder permit.
- (5) **Home Building Act – Insurance** - Building work that involves residential building work within the meaning of the *Home Building Act 1989*, shall not commence until such time as a contract of insurance is in force in accordance with Part 6 of that Act.
- This clause does not apply:
- a) to the extent to which an exemption is in force under Clause 187 or 188 of the EP&A Regulation 2000, subject to the terms of any condition or requirement referred to in Clause 187(6) or 188(4) of the EP&A Regulation 2000; or
- to the erection of a temporary building, other than a temporary structure to which subclause (1A) of Clause 98 of the EP&A Regulation 2000 applies.
- (6) **Shoring and Adequacy of Adjoining Property Works** - If the approved development involves an excavation that extends below the level of the base of the footings of a building, structure or work on adjoining land, the person having the benefit of the consent shall, at the person's own expense:

- a) protect and support the adjoining building, structure or work from possible damage from the excavation; and
- b) where necessary, underpin the building, structure or work to prevent any such damage.

This condition does not apply if the person having the benefit of the consent owns the adjoining land or the owner of the adjoining land has given consent in writing to that condition not applying

A copy of the written consent must be provided to the PCA prior to the excavation commencing.

- (7) **General Terms of Approval/Requirements of State Authorities** - The general terms of approval/requirements from state authorities shall be complied with prior to, during, and at the completion of the development.

The general terms of approval/requirements are:

1. Rural Fire Service, General Terms of Approval Ref. D17/2146, dated 21 July 2017.

## 2.0 – Prior to Issue of a Construction Certificate

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

- (1) **Structural Engineer's Details** - The piers/slabs/footings/structural elements shall be designed and certified by a suitably qualified structural engineer and shall take into consideration the recommendations of any geotechnical report applicable to the site. A statement to that effect shall be provided to the Certifying Authority.
- (2) **Special Infrastructure Contribution** - The applicant shall make a special infrastructure contribution (SIC) in accordance with the determination made by the Minister administering the *EP&A Act 1979* under Section 94EE of that Act and as in force on the date of this consent. This contribution shall be paid to the Department of Planning and Environment (DPE).

Evidence of payment of the SIC shall be provided to Council and the Certifying Authority.

Alternatively, the applicant must obtain written confirmation from DPE that the SIC is not required to be paid for the approved development.

- (3) **Section 94 Contributions – Monetary (Camden Contributions Plan 2011)** - A contribution pursuant to the provisions of Section 94 of the *EP&A Act 1979* for the services and amounts detailed below.

Plan Name	Contribution Type	Indexed Rate	Amount Payable
Camden Contributions Plan 2011	Open Space – Land Acquisition	\$9,994 per dwelling	\$9,994.00

Camden Contributions Plan 2011	Community Land – Land Acquisition	\$62 per dwelling	\$62.00
Camden Contributions Plan 2011	Recreation and Community Facilities, Volunteer Emergency Services Facilities and Plan Preparation and Administration Services	\$9,944 per dwelling	\$9,944.00
	<b>Total</b>		<b>\$20,000.00</b>

A copy of the Camden Contributions Plan 2011 may be inspected at Council's Camden office at 70 Central Avenue Oran Park or can be accessed on Council's website at [www.camden.nsw.gov.au](http://www.camden.nsw.gov.au).

The amount of contribution payable under this condition has been calculated at the date of consent. In accordance with the provisions of the Contributions Plan, this amount shall be indexed at the time of actual payment in accordance with the applicable Index.

- (4) **Building Platform** - This consent restricts excavation or fill for the purposes of creating a building platform. The building platform shall not exceed 2m from the external walls of the building. Where the external walls are within 2m of any property boundary, no parallel fill is permitted and a deepened edge beam to natural ground level shall be used. Details demonstrating compliance shall be provided to the Certifying Authority with the Construction Certificate application.
- (5) **Acoustic Report** - The development shall be constructed in accordance with the road traffic noise assessment titled "Vulcan Ridge Leppington, prepared by Renzo Tonin & Associates, Ref TH200-01F02(r2), dated 7 August 2015". Details demonstrating compliance shall be provided to the Certifying Authority with the Construction Certificate application.
- (6) **Driveway Gradients and Design** – The design of all driveways shall comply with AS 2890.1-2004 'Off street car parking' and:
- the driveway shall comply with Council's Access Driveway Specifications; <https://www.camden.nsw.gov.au/assets/pdfs/Development/Preparing-a-DA/Development-Guidelines-and-policies/Access-Driveways-Specifications-and-Drawings.pdf>
  - the driveway shall be at least 1m from any street tree, stormwater pit or service infrastructure;
  - the level for the driveway across the footpath area shall achieve a gradient of 4%, and
  - a Driveway Crossing Approval (PRA) must be obtained prior to the issue of a Construction Certificate.
- Details demonstrating compliance shall be provided to the Certifying Authority prior to issue of a Construction Certificate.
- (7) **Salinity (Dwellings & Outbuildings)** - The dwelling, landscaping and associated works for the development shall comply with the requirements of the salinity

management plan titled "Salinity Investigation & Management Plan 51 St Andrews Road, Leppington", prepared by Douglas Partners, project no. 76571.02 dated 2 July 2014."

- (8) **Long Service Levy** - In accordance with Section 34 of the *Building and Construction Industry Long Service Payments Act 1986*, the applicant shall pay a long service levy at the prescribed rate to either the Long Service Payments Corporation or Council for any building work that cost \$25,000 or more.
- (9) **Boundary Fencing** - All boundary fencing is to be in accordance with the Camden Growth Centre Precincts Development Control Plan as marked on the approved site plan for Lot 50591.
- (10) **Substation Requirements** – Prior to the issue of a Construction Certificate, the applicant shall contact Endeavour Energy regarding requirements for building within the easement for Padmount Substation. Details of the requirements (if any) shall be provided to the Certifying Authority with the Construction Certificate application.
- (11) **Substation Construction Requirements** – The building shall comply with the restriction on the site designated 'D' on the deposited plan number 1211914 including:
1. The external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and,
  2. The external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and,
  3. The owner provides the authority benefited with an engineer's certificate to this effect.

Note: the fire ratings mentioned in point 2 must be achieved without the use of firefighting systems such as automatic sprinklers.

### 3.0 - Prior to Commencement of Works

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

- (1) **Notice of PCA Appointment** - Notice shall be given to Council at least two (2) days prior to subdivision and/or building works commencing in accordance with Clause 103 of the EP&A Regulation 2000. The notice shall include:
- a) a description of the work to be carried out;
  - b) the address of the land on which the work is to be carried out;
  - c) the registered number and date of issue of the relevant development consent;
  - d) the name and address of the PCA, and of the person by whom the PCA was appointed;
  - e) if the PCA is an accredited certifier, his, her or its accreditation number, and a statement signed by the accredited certifier consenting to being appointed as PCA; and

- f) a telephone number on which the PCA may be contacted for business purposes.
- (2) **Notice of Commencement of Work** - Notice shall be given to Council at least two (2) days prior to subdivision and/or building works commencing in accordance with Clause 104 of the EP&A Regulation 2000. The notice shall include:
- a) the name and address of the person by whom the notice is being given;
  - b) a description of the work to be carried out;
  - c) the address of the land on which the work is to be carried out;
  - d) the registered number and date of issue of the relevant development consent and construction certificate;
  - e) a statement signed by or on behalf of the PCA/developer (only where no PCA is required) to the effect that all conditions of the consent that are required to be satisfied prior to the work commencing have been satisfied; and
  - f) the date on which the work is intended to commence.
- (3) **Construction Certificate Required** - In accordance with the provisions of Section 81A of the *EP&A Act 1979*, construction or subdivision works approved by this consent shall not commence until the following has been satisfied:
- a) a Construction Certificate has been issued by a Certifying Authority;
  - b) a Principal Certifying Authority (PCA) has been appointed by the person having benefit of the development consent in accordance with Section 109E of the *EP&A Act 1979*;
  - c) if Council is not the PCA, Council is notified of the appointed PCA at least two (2) days before building work commences;
  - d) the person having benefit of the development consent notifies Council of the intention to commence building work at least two (2) days before building work commences; and
  - e) the PCA is notified in writing of the name and contractor licence number of the owner/builder intending to carry out the approved works.
- (4) **Sign of PCA and Contact Details** - A sign shall be erected in a prominent position on the site stating the following:
- a) that unauthorised entry to the work site is prohibited;
  - b) the name of the principal contractor (or person in charge of the site) and a telephone number on which that person can be contacted at any time for business purposes and outside working hours; and
  - c) the name, address and telephone number of the PCA.

The sign shall be maintained while the work is being carried out, and shall be removed upon the completion of works.

- (5) **Sydney Water Approval** – The approved construction certificate plans must also be approved by Sydney Water to determine if sewer, water or stormwater mains or easements will be affected by any part of the development. Go to [www.sydneypwater.com/tapin](http://www.sydneypwater.com/tapin) to apply.

A copy of the approval receipt from Sydney Water must be submitted to the PCA.

- (6) **Soil Erosion and Sediment Control** - Soil erosion and sediment controls must be implemented prior to works commencing on the site in accordance with 'Managing Urban Stormwater – Soils and Construction (the blue book)' and any Sediment and Erosion plans approved with this development consent.
- (7) **Protection of Existing Street Trees** - No existing nature strip, street tree, tree guard, protective bollard, garden bed surrounds or root barrier installation shall be disturbed, relocated, removed or damaged during earthworks, demolition, excavation (including any driveway installation), construction, maintenance and/or establishment works applicable to this consent, without Council agreement and/or consent.  
The protection methods for existing nature strip, street tree, tree guard, protective bollard, garden bed surrounds or root barrier installation during all works approved by this development consent shall be installed in accordance with AS 4970-2009 Protection of Trees on Development Sites.

#### 4.0 - During Works

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

- (1) **Construction Hours** - All work (including delivery of materials) shall be restricted to the hours of 7.00am to 5.00pm Monday to Saturday inclusive. Work is not to be carried out on Sundays or Public Holidays.
- (2) **Compliance with BCA** - All building work shall be carried out in accordance with the requirements of the BCA.
- (3) **Excavations and Backfilling** - All excavations and backfilling associated with this development consent shall be executed safely, and be properly guarded and protected to prevent them from being dangerous to life or property, and in accordance with the design of a suitably qualified structural engineer.

If an excavation extends below the level of the base of the footings of a building on an adjoining allotment, the person causing the excavation shall

- a) preserve and protect the building from damage;
- b) if necessary, underpin and support the building in an approved manner, and
- c) give at least seven (7) days notice to the adjoining owner before excavating, of the intention to excavate.

The principal contractor, owner builder or any person who needs to excavate and undertake building work, shall contact "Dial Before You Dig" prior to works commencing, and allow a reasonable period of time for the utilities to provide locations of their underground assets.

This condition does not apply if the person having the benefit of the development consent owns the adjoining land or the owner of the adjoining land has given consent in writing to that condition not applying.

- (4) **Retaining Walls** - The following restrictions apply to any retaining wall erected within the allotment boundaries:
- a) retaining walls shall be constructed a minimum of 300mm from any property boundary to ensure all associated drainage and backfill remain wholly within the subject property;
  - b) adequate provisions shall be made for surface and subsurface drainage of retaining walls and all water collected shall be diverted to, and connected to, a stormwater disposal system within the property boundaries;
  - c) retaining walls shall not be erected within drainage easements; and
  - d) retaining walls shall not be erected in any other easement present on the land without the approval of the relevant authority benefited.
- (5) **Stormwater – Collection and Discharge Requirements** - The roof of the subject building(s) shall be provided with guttering and down pipes and all drainage lines, including stormwater drainage lines from other areas and overflows from rainwater tanks, conveyed to the street gutter.
- Connection to the drainage easement or kerb shall only occur at the designated connection point for the allotment. New connections that require the rectification of an easement pipe or kerb shall only occur with the prior approval of Camden Council.
- All roofwater shall be connected to the approved roofwater disposal system immediately after the roofing material has been fixed to the framing members. The PCA shall not permit construction works beyond the frame inspection stage until this work has been carried out.
- (6) **Works by Owner** - Where a portion of the building works do not form part of a building contract with the principal contractor (builder) and are required to be completed by the owner, such works shall be scheduled by the owner so that all works coincide with the completion of the main building being erected by the principal contractor.
- (7) **Survey Report** - The building shall be set out by a registered land surveyor. A peg out survey detailing the siting of the building in accordance with the approved plans shall be provided to the PCA prior to the pouring of concrete.
- (8) **Easements** - No changes to site levels, or any form of construction shall occur within any easements that may be located on the allotment.
- (9) **Vehicles Leaving the Site** - The construction supervisor must ensure that:
- a) all vehicles transporting material from the site cover such material so as to minimise sediment transfer;
  - b) the wheels of vehicles leaving the site:

- i) do not track soil and other waste material onto any public road adjoining the site; and
  - ii) fully traverse the site's stabilised access point.
  
- (10) **Protection for Existing Trees** – The protection of existing trees (on-site and street trees) must be carried out as specified by AS 4970 Protection of Trees on Development Sites.
  
- (11) **Noise During Work** - Noise levels emitted during works shall be restricted to comply with the construction noise control guidelines set out in Chapter 171 of the NSW Environment Protection authority's Environmental Noise Control Manual.
  
- (12) **Offensive Noise, Dust, Odour and Vibration** - All work shall not give rise to offensive noise, dust, odour or vibration as defined in the *Protection of the Environment Operations Act 1997* when measured at the property boundary.
  
- (13) **Site Management** - The following practices are to be implemented during construction:
  - a) stockpiles of topsoil, sand, aggregate, spoil or other material shall be kept clear of any drainage path, easement, natural watercourse, kerb or road surface and shall have measures in place to prevent the movement of such material off site;
  - b) builder's operations such as brick cutting, washing tools, concreting and bricklaying shall be confined to the building allotment. All pollutants from these activities shall be contained on site and disposed of in an appropriate manner;
  - c) waste shall not be burnt or buried on site or any other properties, nor shall wind-blown rubbish be allowed to leave the site. All waste shall be disposed of at a licenced waste disposal facility;
  - d) a waste control container shall be located on the site;
  - e) all building materials, plant, equipment and waste control containers shall be placed on the building site. Building materials, plant and equipment (including water closets), shall not to be placed on public property (footpaths, roadways, public reserves, etc);
  - f) toilet facilities shall be provided at, or in the vicinity of, the work site at the rate of 1 toilet for every 20 persons or part thereof employed at the site. Each toilet shall:
    - i) be a standard flushing toilet connected to a public sewer; or
    - ii) have an on-site effluent disposal system approved under the *Local Government Act 1993*; or
    - iii) be a temporary chemical closet approved under the *Local Government Act 1993*.
  
- (14) **Location of Stockpiles** - Stockpiles of soil shall not be located on / near any drainage lines or easements, natural watercourses or water bodies, footpath or roadway without first providing suitable protective measures adequate to protect

these water bodies. All stockpiles of contaminated materials shall be suitably covered to prevent dust and odour nuisance.

- (15) **Disposal of Stormwater** - Water seeping into any site excavations is not to be pumped into the stormwater system unless it complies with relevant EPA and ANZECC standards for water quality discharge.

### 5.0 - Prior to Issue of an Occupation Certificate

The following conditions of consent shall be complied with prior to the issue of an Occupation Certificate

- (1) **Survey Certificate** - A registered surveyor shall prepare a Survey Certificate to certify that the location of the building in relation to the allotment boundaries complies with the approved plans or as specified by this consent. The Survey Certificate shall be provided to the satisfaction of the PCA.
- (2) **Registration of Land** - Documentary evidence shall be provided to the PCA confirming registration of the subject allotment with NSW Land & Property Information.
- (3) **Driveway Crossing Construction** - A footpath crossing (where required) and a driveway crossing shall be constructed in accordance with this development consent and the driveway crossing approval prior to use or occupation of the development.
- (4) **Waste Management Plan** - The PCA shall ensure that all works have been completed in accordance with the approved waste management plan referred to in this development consent.
- (5) **House Numbering** - The dwellings on the site (existing and approved, primary and secondary) must be readily identifiable from the street by displaying their Council allocated house numbers. The allocated house numbers will be in accordance with the current Geographical Names Board of NSW Address Policy. E-mail Council at [lis\\_mailbox@camden.nsw.gov.au](mailto:lis_mailbox@camden.nsw.gov.au) to obtain the allocated house numbers. Any alternative numbering of the dwellings is not permitted.

### 6.0 – Ongoing Use

The following conditions of consent are operational conditions applying to the development

- (1) **Occupation Certificate Required** - An Occupation Certificate shall be obtained prior to any use or occupation of the development.
- (2) **Residential Air Conditioning Units** - The operation of air conditioning units shall operate as follows:
- a) be inaudible in a habitable room during the hours of 10pm – 7am on weekdays and 10pm to 8am on weekends and public holidays; and
  - b) emit a sound pressure level when measured at the boundary of any neighbouring residential property, at a time other than those specified in (a) above, which exceeds the background (LA90, 15 minutes) by more than 5dB(A). The source noise level shall be measured as a LAeq 15 minute.

## 7.0 - Prior to Issue of a Subdivision Certificate

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

- (1) **Section 88B Instrument** - The applicant shall prepare a Section 88B Instrument for approval by the PCA which incorporates the following easements, positive covenants and restrictions to user where necessary:
  - a) restriction as to user directing that the burdened lot shall not be developed other than in accordance with the dwelling houses plans approved under DA/2017/787/1,
  - b) restriction as to user creating an easement for support and maintenance 900mm wide adjacent to the "zero" lot line wall;
  - c) restriction as to user specifying that all development shall comply with the requirements of the salinity management plan "Salinity Investigation & Management Plan 51 St Andrews Road, Leppington", prepared by Douglas Partners, project no. 76571.02 dated 2 July 2014.
  - d) restriction as to user specifying that all development shall comply with the requirements of the road traffic noise assessment titled "Vulcan Ridge Leppington, prepared by Renzo Tonin & Associates, Ref TH200-01F02(r2), dated 7 August 2015". Details demonstrating compliance shall be provided to the Certifying Authority with the Construction Certificate application.
  
- (2) **Services** - Certificates and/or relevant documents shall be obtained from the following service providers and provided to the PCA:
  - a) Energy supplier – A Notice of Arrangement for the provision of distribution of electricity from Endeavour Energy to service the proposed development;
  - b) Telecommunications – Evidence demonstrating that satisfactory arrangements have been made with a telecommunications carrier to service the proposed development, and
  - c) Water supplier – A Section 73 Compliance Certificate demonstrating that satisfactory arrangements have been made with a water supply provider to service the proposed development.

The assessment will determine the availability of water and sewer services, which may require extension, adjustment or connection to Sydney Water mains. Sydney Water will assess the development and if required will issue a Notice of Requirements letter detailing all requirements that must be met. Applications can be made either directly to Sydney Water or through a Sydney Water accredited Water Servicing Coordinator (WSC). Go to [www.sydneywater.com.au/section73](http://www.sydneywater.com.au/section73) or phone 1300 082 746 to learn more about applying through an authorised WSC or Sydney Water.
  
- (3) **Surveyor's Report** - Prior to the issue of the Subdivision Certificate a certificate from a registered surveyor must be provided to the PCA, certifying that all drainage lines have been laid within their proposed easements. Certification is also to be provided stating that no services or accessways encroach over the proposed boundary other than as provided for by easements as created by the final plan of subdivision.

- (4) **Subdivision Certificate** - The issue of a Subdivision Certificate is not to occur until all conditions of this development consent have been satisfactorily addressed and all engineering works are complete (where the subdivision involves engineering works), unless otherwise approved in writing by the PCA.
- (5) **Burdened Lots To Be Identified** - Any lots subsequently identified during the subdivision as requiring restrictions shall also be suitably burdened.
- (6) **Show Easements/Restrictions On The Plan Of Subdivision** - The developer shall acknowledge all existing easements and/or restrictions on the use of the land on the final plan of subdivision.
- (7) **Requirement for a Subdivision Certificate** - The application for subdivision certificate(s) shall be made in accordance with the requirements of Clause 157 of the Environmental Planning & Assessment Regulation 2000.
- (8) **Section 94 Contributions** - Prior to the issue of a subdivision certificate evidence of contribution payment pursuant to the provisions of Section 94 of the EP&A Act 1979 for the services and amounts detailed in Condition 2.0(3) of this consent must be provided to the Principal Certifying Authority (PCA).

If a subdivision certificate for the approved lots is sought prior to the approved dwelling houses being constructed, the Section 94 Contributions detailed in condition 2.0(3) of this consent must be paid to Council prior to the issue of the subdivision certificate.

- (9) **Special Infrastructure Contribution** - The applicant shall make a special infrastructure contribution (SIC) in accordance with the determination made by the Minister administering the *EP&A Act 1979* under Section 94EE of that Act and as in force on the date of this consent. This contribution shall be paid to the Department of Planning and Environment (DPE).

Evidence of payment of the SIC shall be provided to Council and the Certifying Authority.

Alternatively, the applicant must obtain written confirmation from DPE that the SIC is not required to be paid for the approved development.

#### Reasons for Conditions:

- (1) To ensure that the development complies with statutory requirements including the *Environmental Planning and Assessment Act 1979*, the Environmental Planning and Assessment Regulation 2000, the Building Code of Australia and applicable Australian Standards.
- (2) To ensure that the development meets the aims, objectives and requirements of the environmental planning instruments, development controls plans, Council policies and Section 94 contribution plans that apply to the site and development.
- (3) To ensure that the development complies with the submitted plans and supporting documentation.

- (4) To ensure that the development will be constructed/operated in a manner that will minimise impacts upon the environment.

**Advisory Conditions:**

- (1) **Land and/or Building Uses** - Unless consent for the use of a building is expressly stated in the conditions of consent, a separate Development Application for the use of each separate unit/occupant will be required to be approval by Council.

It is not permitted for garden sheds, carports, garages, outbuildings, rural sheds, etc. to be adapted, converted or used for commercial, industrial or residential purposes without the prior approval of Council. Carports are not to be enclosed in any manner, including with the use of solid gates or door, without the prior consent from Council.

- (2) **Services** - All services within a subdivision should be underground. The registered proprietor of the land is responsible for all costs incurred in the necessary relocation of any services affected by the required construction works. Council and other service authorities should be contacted for specific requirements prior to commencement of any works.

It is noted that prior to building occupation and use all buildings shall be connected to reticulated water and sewer.

- (3) **Council shall be nominated as PCA for subdivision works** - Under Section 109E of the *EP&A Act 1979*, Council shall be nominated as the PCA for subdivision work and has the option of undertaking inspection of physical construction works.

- (4) **Component Certificates (where Council is PCA)** - Where Council is appointed as the PCA for the development, the following component certificates, as relevant to the development, shall be provided prior to the issued of a final Occupation Certificate:

- a) Insulation installation certificates;
- b) Termite management system installation certificates;
- c) Smoke alarm installation certificate from installing licensed electrician;
- d) Survey certificate(s), prepared by a registered land surveyor, certifying that the building has been correctly and wholly located upon the subject allotment;
- e) Certification attesting that retaining walls have been constructed in accordance with Engineers details or manufacturers specifications as applicable;
- f) All certificates or information relating to BASIX compliance for the development;
- g) An 'Approval to Operate a Sewage Management System' issued by Council (for areas that are not serviced by a Sydney Water sewer);
- h) A certificate certifying that the wet areas have been waterproofed in accordance with the requirements of the Building Code of Australia;
- i) All certificates relating to salinity, as required by conditions of the Development Consent; and

- j) Any other certificates relating to the development (for example, engineering certification for foundations, piers, reinforcing steel or hydraulic certification for all stormwater drainage works).

Where the appointed PCA is not Council, the matters listed in this condition should be regarded as advisory only.

**Note:** The above certification does not override any requirements of the *EP&A Act 1979* with respect to any required critical stage inspections.

(5) **Works in the Public Road Reserve:**

**Public Road Activity approval** - A Public Road Activity application shall be made to Council for the carrying out of any work that will impact upon a Public Road in such a manner that impact the normal vehicle movement, peak hour and school zone traffic, or immediate residents enjoyment of local amenity or pedestrian thoroughfares. The following activities on a Public Road will require an approval:

- a) New footpath, gutter crossings or stormwater kerb adaptor;
- b) Roadworks;
- c) Hoarded Zones and Truck Zones;
- d) Surveying;
- e) Outdoor Cafés;
- f) Crane / Cherry Picker / Concrete Pump operation;
- g) Shoring / Ground Anchors / Formwork; and
- h) Landscaping.

Most public road activities will require a Traffic Control Plan drawn up by a suitably qualified person. Activities involving temporary traffic control measures (e.g. diversion of traffic to alternative routes; changes to traffic control devices and on-street parking restrictions; potential impact on traffic operation of Regional and State Roads) shall be referred to Council at least two (2) months in advance of works for consideration and concurrence by the Camden Local Traffic Committee.

Public Road Activity application forms are available from Council's Customer Service Counter or downloaded from Council's website.

The Public Road Activity application shall include:

- a) Supporting information that details all proposed activities;
- b) A Certificate of Currency for an appropriate Public Liability Policy;
- c) A Traffic Control Plan prepared by a Roads and Maritime Services accredited person or organisation; and
- d) Details of the notification process to be applied, for affected street residents.

**Changes to Regulatory Signage, Line-Markings and Devices** - Permanent changes to regulatory signage, line-marking and devices are subject to the concurrence of Council's Local Traffic Committee on local roads, and the Roads and Maritime Services on State roads.

**Costs for Adjustment or Relocation of Public Utility Service** - The cost of adjustment or relocation of any public utility service shall be borne by the owner/applicant. Where the finished levels of the new works will result in changes to the existing surface levels, the cost of all necessary adjustments or transitions beyond the above scope of works shall be borne by the owner/applicant.

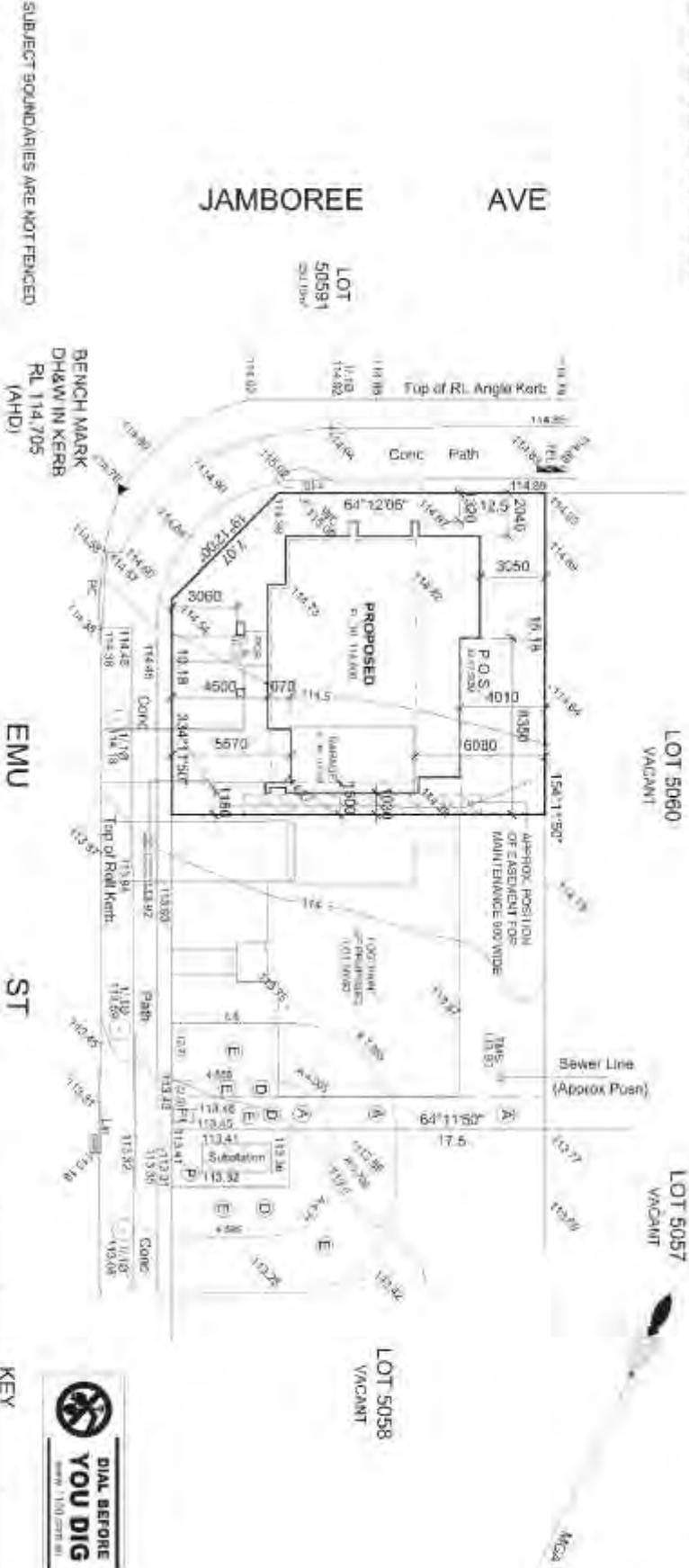
- (6) **Securing Work Sites** - If the approved work involves the erection or demolition of a building and is likely to cause pedestrian or vehicular traffic on public property to be obstructed or rendered inconvenient, or building involves the enclosure of public property, a hoarding or fence will be required to be erected between the work site and the public property.

It is noted that separate approval is required to erect a hoarding or temporary fence on public property. Approvals for hoardings and/or scaffolding on public land shall be obtained and clearly displayed on site for the duration of the works.

- (7) **Responsibility for damage for tree removal/pruning** - The applicant is responsible for any damage caused to existing public utilities, footpaths or public roads during the cutting down, grinding, removal and disposal of the timber and roots. Care must also be taken by the applicant and the applicant's agents to prevent any damage to adjoining properties. The applicant or the applicants' agent may be liable to pay compensation to any adjoining owner if, due to tree works, damage is caused to such adjoining property.



- A) EASEMENT TO DRAIN WATER 1.5 WIDE
- B) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- C) RESTRICTION ON THE USE OF LAND
- D) RESTRICTION ON THE USE OF LAND
- E) RESTRICTION ON THE USE OF LAND

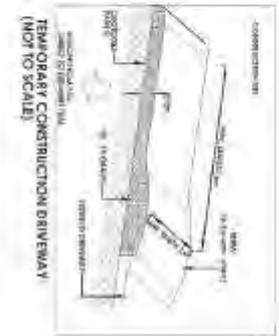


NOTES 1 -  
 1) Boundary, Area & Dimensions are to the centre line unless stated  
 2) Rectification of measurements to contours is descriptive only. Where objects are indicated they should be confirmed by further survey.  
 3) Contours shown except the topography. Easement of spot levels shown they do not necessarily represent the actual level at any particular point.  
 4) Surveying information is shown for information only. There is no guarantee of accuracy of contour or spot level information.  
 5) The location of any easement or restriction should be confirmed by the applicant.  
 6) The symbols are not to scale and are indicative only.  
 7) The symbols are not to scale and are indicative only.  
 8) Australian Height Datum (AHD) was established from SS81 1984/1985. (1:25,000 Scale Survey Area shown)

SUBJECT BOUNDARIES ARE NOT FENCED

**IMPORTANT NOTE:**  
 FLOOR LEVELS TO BE PLUS OR MINUS 100MM

**Boka-Krslovic Homes**



**KEY**

ET - Electric Tunnels	HW - Highwall
LP - Light Pole	LIN - Linch
PP - Power Pole	SIP - Sewer Insp. Point
GM - Gas Meter	SMH - Sewer Manhole
HYD - Hydrant	TMS - Terminal Manhole Shaft
SV - Stop Valve	TEL - Telecom Pit
WC - Water Connection	PC - Farm Crossing
WM - Water Meter	VC - Vehicle Crossing
SWP - Stormwater Pit	DHW/Driveway & W/ing



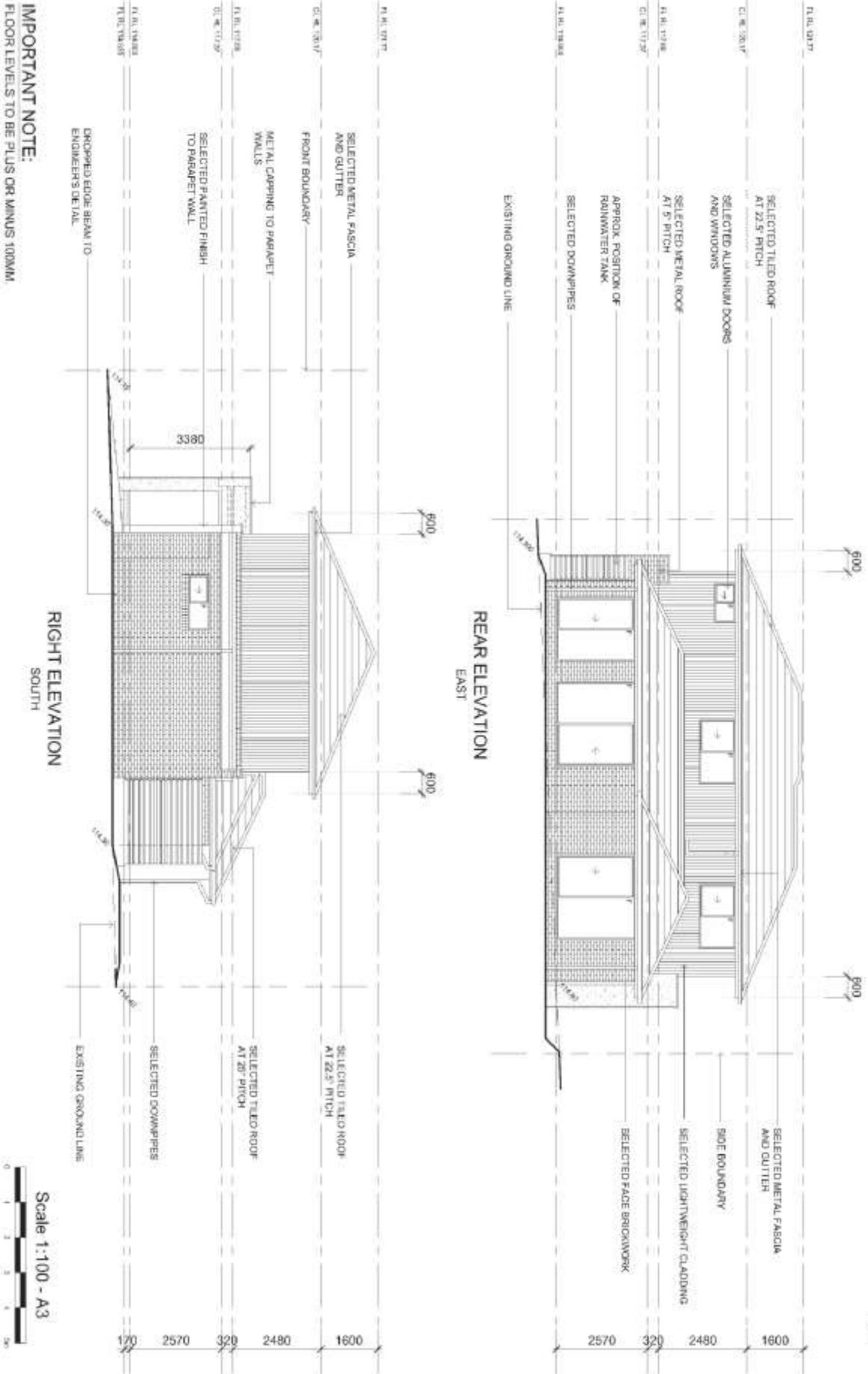
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Proposed New Dwelling      **SITE PLAN**

Lot/indention 5059 Piv. Ltd.      **LOT 50591 JAMBOREE AVE. LEPPINGTON**

1st November 2017      **DO NOT SCALE**      **02**





**IMPORTANT NOTE:**  
FLOOR LEVELS TO BE PLUS OR MINUS 100MM.

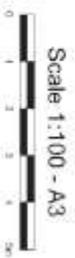
**Boka-Krslovic Homes**  
CORPORATE OFFICE: 100/100A WILSON AVENUE, WILSON, VIC 3207  
CONTACT: 03 9499 9999

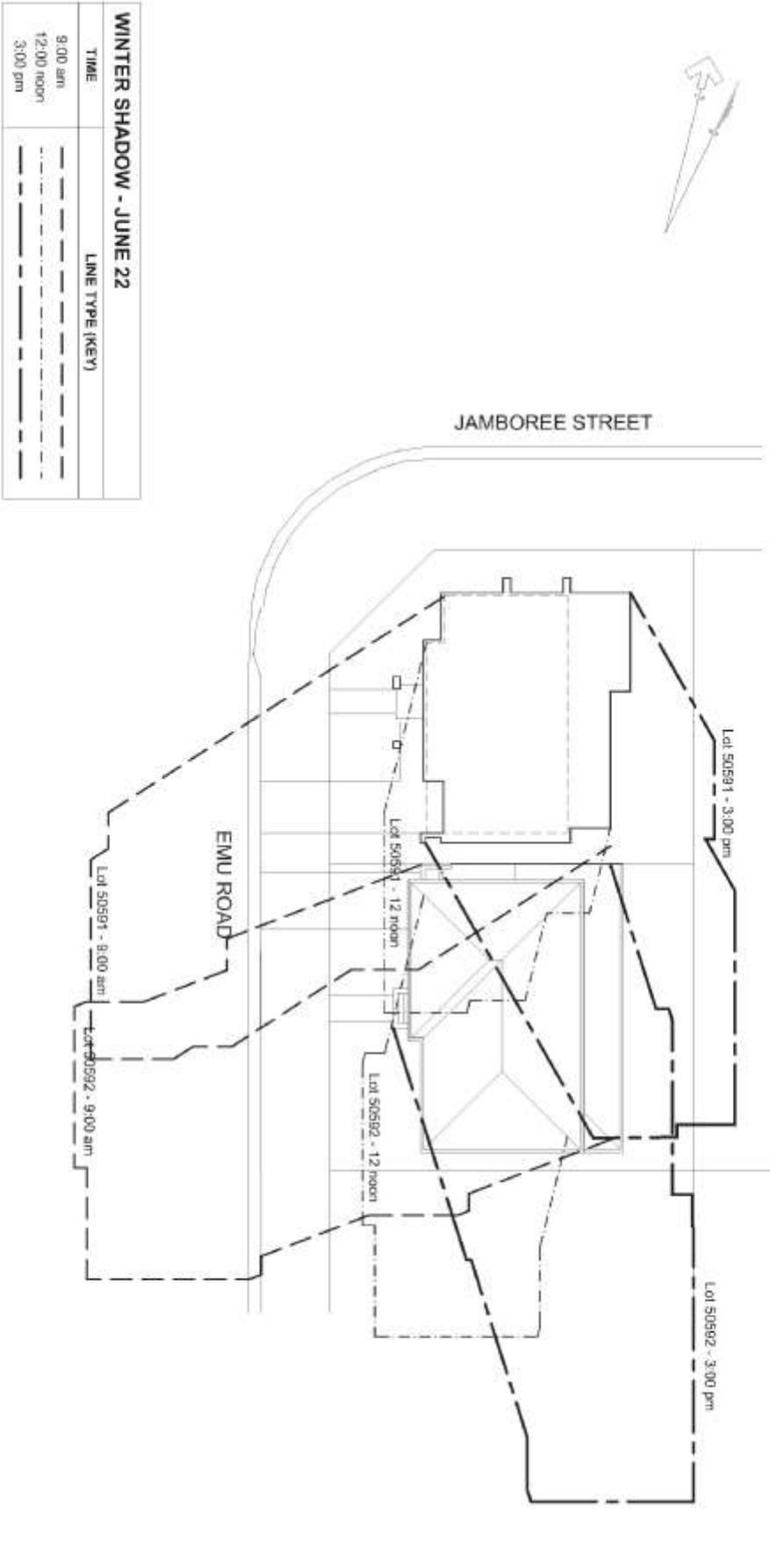
CONTRACT: Design and construction of proposed new dwelling at 5059 Leppington Road, Leppington, VIC 3005.  
DRAWING NO: 07

Proposed New Dwelling  
Leppington 5059 Plv. Ltd.

REAR & LEFT ELEVATIONS  
LOT 50591 JAMBOREE AVE. LEPPINGTON

1st November 2017  
DO NOT SCALE  
SHEET 07





**Boka-Krslovic Homes**

COMPANY: Boka-Krslovic Homes Pty Ltd  
 ADDRESS: 10/100 Jamboree Ave, Leppington NSW 2154  
 PHONE: (02) 9638 1111  
 WWW: www.bokakrslovichomes.com.au

Proposed New Dwelling  
 Leppington 5059 Pty. Ltd.

SHADOW DIAGRAMS - WINTER  
 LOT 50591 JAMBOREE AVE. LEPPINGTON

- A) EASEMENT TO DRAIN WATER 1.5 WIDE
- B) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- C) RESTRICTION ON THE USE OF LAND
- D) RESTRICTION ON THE USE OF LAND
- E) RESTRICTION ON THE USE OF LAND



- NOTES:
- 1) Dimensions shall & boundaries are by TBM and/or grade only
  - 2) All dimensions and boundaries are by TBM and/or grade only
  - 3) Balance of topography to be shown in appropriate way. Where relevant are areas that should be confirmed by Google earth.
  - 4) Dimensions shown depend on the topography. Space is given where they do not necessarily represent the exact true in any particular point.
  - 5) All dimensions are given in meters and centimeters or the equivalent in feet and inches. Dimensions are given in meters and centimeters or the equivalent in feet and inches.
  - 6) The center line of the proposed road is shown in the plan.
  - 7) The symbols are to be used in accordance with the standard symbols.
  - 8) True dimensions are approximately shown in the plan.
  - 9) All dimensions are approximately shown in the plan.
  - 10) All dimensions are approximately shown in the plan.

**IMPORTANT NOTE:**  
FLOOR LEVELS TO BE PLUS OR MINUS 10MM

**NOTE:**  
ALL PROPOSED ACOUSTICAL REQUIREMENTS TO BE INSTALLED AND COMPLETED IN ACCORDANCE WITH ROAD TRAFFIC NOISE ASSESSMENT TR200-DIF02-V21 ROAD TRAFFIC NOISE PREPARED BY - RENZO TONIN & ASSOCIATES, DATED 7 AUGUST 2015.

**KEY**

ET	Electric Turret	HW	Handrail
LP	Liquid Pipe	LM	Lined
PP	Power Pole	SIP	Sewer Insp. Point
GM	Gas Meter	SMH	Sewer Manhole
HYD	Hydrant	TMS	Terminal Manhole
SV	Stop Valve	TEL	Telephone Pit
WC	Water Connection	PC	Pipe Crossing
WM	Water Meter	VC	Vehicle Crossing
SWP	Stormwater Pit	DH&W	Drainage & Wiring



**Boka-Krslovic Homes**

Proposed New Dwelling

SITE PLAN

Landholding 5059 Plv. Ltd.

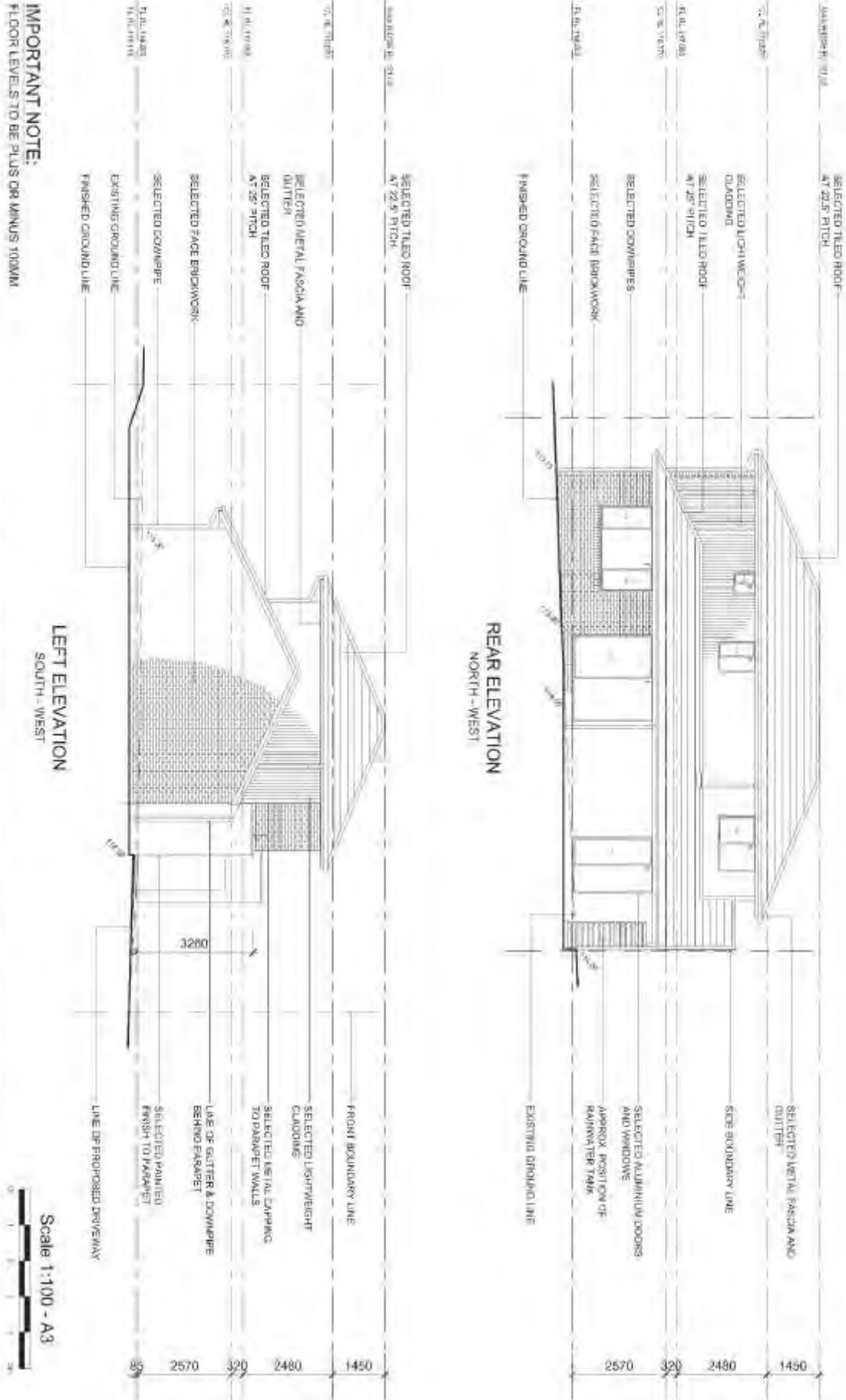
LOT 50592 EMU ROAD, LEPPINGTON

Scale 1:200 - A3  
28th September 2017  
DO NOT SCALE

ORD03

Attachment 2





**Boka-Krslovic Homes**  
Architectural Services Ltd  
 1000 Lakeshore Drive, Suite 100, Mississauga, ON L4W 1A4  
 Tel: (905) 876-8888  
 Fax: (905) 876-8889  
 Email: info@boka-krslovichomes.com

**Proposed New Dwelling**  
 Leppington 5059 Plv. Ltd.  
**REAR & LEFT ELEVATION**  
 LOT 50592 EMU ROAD, LEPPINGTON

28th September 2017  
DO NOT SCALE  
07





## ATTACHMENT 1 - RECOMMENDED CONDITIONS

### 1.0 - General Conditions of Consent

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

- (1) **Approved Plans and Documents** - Development shall be carried out in accordance with the following plans and documentation, and all recommendations made therein, except where amended by the conditions of this development consent:

Plan Reference/ Drawing No.	Name of Plan	Prepared by	Date
Lot 1 Sheet 2 Issue 5	Site plan	Boka-Krslovic Homes	28/09/2017
Lot 1 Sheet 3 Issue 5	Ground floor	Boka-Krslovic Homes	28/09/2017
Lot 1 Sheet 4 Issue 5	First floor plan	Boka-Krslovic Homes	28/09/2017
Lot 1 Sheet 5 Issue 5	Roof plan	Boka-Krslovic Homes	28/09/2017
Lot 1 Sheet 6 Issue 5	Front and right elevation	Boka-Krslovic Homes	28/09/2017
Lot 1 Sheet 7 Issue 5	Rear and left elevation	Boka-Krslovic Homes	28/09/2017
Lot 1 Sheet 8 Issue 5	Section A-A	Boka-Krslovic Homes	28/09/2017
Lot 1 Sheet 10 Issue 5	Landscape plan	Boka-Krslovic Homes	28/09/2017
Lot 2 Sheet 2 Issue 5	Site plan	Boka-Krslovic Homes	28/09/2017
Lot 2 Sheet 3 Issue 5	Ground floor plan	Boka-Krslovic Homes	28/09/2017
Lot 2 Sheet 4 Issue 5	First floor plan	Boka-Krslovic Homes	28/09/2017
Lot 2 Sheet 5 Issue 5	Roof plan	Boka-Krslovic Homes	28/09/2017
Lot 2 Sheet 6 Issue 5	Front and right elevation	Boka-Krslovic Homes	28/09/2017
Lot 2 Sheet 7 Issue 5	Rear and left elevation	Boka-Krslovic Homes	28/09/2017
Lot 2 Sheet 8 Issue 5	Section A-A	Boka-Krslovic Homes	28/09/2017
Lot 2 Sheet 11 Issue 5	Landscape plan	Boka-Krslovic Homes	28/09/2017
Sheet 3 Issue 4	Subdivision plan	Boka-Krslovic Homes	21/09/2017
Sheet 1 Dwg 010517 Issue D	Stormwater plan Lot 1	Leon Savage	October 2017
Sheet 2 Dwg	Stormwater	Leon Savage	October 2017

This is the report submitted to the field on

Page 1



010517 Issue D	drainage and rainwater reuse		
Sheet 1 Dwg 020517 Issue C	Stormwater plan lot 2	Leon Savage	October 2017
Sheet 2 Dwg 020517 Issue C	Stormwater drainage and rainwater reuse	Leon Savage	October 2017

Document Title	Prepared by	Date
BASIX Certificate No. 818720S	Thermal Performance	15 May 2017
BASIX Certificate No. 818724S	Thermal Performance	15 May 2017
Waste Management Plan	DA Angels	6 June 2017

- (2) **BASIX Certificate** - The applicant shall undertake the development strictly in accordance with the commitments listed in the approved BASIX certificate(s) for the development to which this consent applies.
- (3) **Building Code of Australia** - All building work shall be carried out in accordance with the BCA. In this clause, a reference to the BCA is a reference to that Code as in force on the date the application for the relevant Construction Certificate is made.
- (4) **Home Building Act** - Pursuant to Section 80A(11) of the *EP&A Act 1979*, residential building work within the meaning of the *Home Building Act 1989* shall not be carried out unless the PCA for the development to which the work relates:
- a) in the case of work for which a principal contractor has been appointed:
    - i) has been informed in writing of the name and licence number of the principal contractor; and
    - ii) where required has provided an insurance certificate with the name of the insurer by which the work is insured under Part 6 of that Act.
  - b) in the case of work to be carried out by an owner-builder:
    - i) has been informed in writing of the name of the owner-builder; and
    - ii) if the owner-builder is required to hold an owner-builder permit under that Act; has provided a copy of the owner builder permit.
- (5) **Home Building Act – Insurance** - Building work that involves residential building work within the meaning of the *Home Building Act 1989*, shall not commence until such time as a contract of insurance is in force in accordance with Part 6 of that Act.

This clause does not apply:



- a) to the extent to which an exemption is in force under Clause 187 or 188 of the EP&A Regulation 2000, subject to the terms of any condition or requirement referred to in Clause 187(6) or 188(4) of the EP&A Regulation 2000; or

to the erection of a temporary building, other than a temporary structure to which subclause (1A) of Clause 98 of the EP&A Regulation 2000 applies.

- (6) **Shoring and Adequacy of Adjoining Property Works** - If the approved development involves an excavation that extends below the level of the base of the footings of a building, structure or work on adjoining land, the person having the benefit of the consent shall, at the person's own expense:

- a) protect and support the adjoining building, structure or work from possible damage from the excavation; and
- b) where necessary, underpin the building, structure or work to prevent any such damage.

This condition does not apply if the person having the benefit of the consent owns the adjoining land or the owner of the adjoining land has given consent in writing to that condition not applying

A copy of the written consent must be provided to the PCA prior to the excavation commencing.

- (7) **General Terms of Approval/Requirements of State Authorities** - The general terms of approval/requirements from state authorities shall be complied with prior to, during, and at the completion of the development.

The general terms of approval/requirements are:

1. Rural Fire Service, General Terms of Approval Ref. D17/2105, dated 21 July 2017.

## 2.0 – Prior to Issue of a Construction Certificate

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

- (1) **Structural Engineer's Details** - The piers/slabs/footings/structural elements shall be designed and certified by a suitably qualified structural engineer and shall take into consideration the recommendations of any geotechnical report applicable to the site. A statement to that effect shall be provided to the Certifying Authority.
- (2) **Special Infrastructure Contribution** - The applicant shall make a special infrastructure contribution (SIC) in accordance with the determination made by the Minister administering the *EP&A Act 1979* under Section 94EE of that Act and as in force on the date of this consent. This contribution shall be paid to the Department of Planning and Environment (DPE).

Evidence of payment of the SIC shall be provided to Council and the Certifying Authority.



Alternatively, the applicant must obtain written confirmation from DPE that the SIC is not required to be paid for the approved development.

- (3) **Section 94 Contributions – Monetary (Camden Contributions Plan 2011)** - A contribution pursuant to the provisions of Section 94 of the *EP&A Act 1979* for the services and amounts detailed below.

Plan Name	Contribution Type	Indexed Rate	Amount Payable
Camden Contributions Plan 2011	Open Space – Land Acquisition	\$9,994 per lot	\$9,994
Camden Contributions Plan 2011	Community Land – Land Acquisition	\$62 per lot	\$62
Camden Contributions Plan 2011	Drainage, Roadworks, Traffic Facilities, Open Space Embellishment & Masterplan	\$8,371 per lot	\$8,371
Camden Contributions Plan 2011	Recreation and Community Facilities, Volunteer Emergency Services Facilities and Plan Preparation and Administration Services	\$1,573 per lot	\$1,573
	<b>Total</b>		<b>\$20,000</b>

A copy of the Camden Contributions Plan 2011 may be inspected at Council's Camden office at 70 Central Avenue Oran Park or can be accessed on Council's website at [www.camden.nsw.gov.au](http://www.camden.nsw.gov.au).

The amount of contribution payable under this condition has been calculated at the date of consent. In accordance with the provisions of the Contributions Plan, this amount shall be indexed at the time of actual payment in accordance with the applicable Index.

- (4) **Building Platform** - This consent restricts excavation or fill for the purposes of creating a building platform. The building platform shall not exceed 2m from the external walls of the building. Where the external walls are within 2m of any property boundary, no parallel fill is permitted and a deepened edge beam to natural ground level shall be used. Details demonstrating compliance shall be provided to the Certifying Authority with the Construction Certificate application.
- (5) **Driveway Gradients and Design** – The design of all driveways shall comply with AS 2890.1-2004 'Off street car parking' and:
- the driveway shall comply with Council's Access Driveway Specifications; <http://www.camden.nsw.gov.au/assets/pdf/Development/Residential-Vehicle-Crossing-Specification.pdf>

This is the report submitted to the field on

Page 4



- b) the driveway shall be at least 1m from any street tree, stormwater pit or service infrastructure;
- c) the level for the driveway across the footpath area shall achieve a gradient of 4%, and
- d) a Driveway Crossing Approval (PRA) must be obtained prior to the issue of a Construction Certificate.

Details demonstrating compliance shall be provided to the Certifying Authority prior to issue of a Construction Certificate

- (6) **Salinity** - The dwelling, landscaping and associated works for the development shall comply with the requirements of the salinity management plan "Salinity Investigation & Management Plan 51 St Andrews Road, Leppington", prepared by Douglas Partners, project no. 76571.02 dated 2 July 2014

Details demonstrating compliance shall be provided to the Certifying Authority with the Construction Certificate application.

- (7) **Long Service Levy** - In accordance with Section 34 of the *Building and Construction Industry Long Service Payments Act 1986*, the applicant shall pay a long service levy at the prescribed rate to either the Long Service Payments Corporation or Council for any building work that cost \$25,000 or more.
- (8) **Boundary Fencing** – All boundary fencing is to be in accordance with the Camden Growth Centre Precincts Development Control Plan as marked on the approved site plan for Lot 1.
- (9) **Services** - The registered proprietor of the land is responsible for all costs incurred in the necessary relocation of any services affected by the required construction works. Council and other service authorities should be contacted for specific requirements prior to commencement of any works.
- (10) **Substation Requirements** – Prior to the issue of a Construction Certificate, the applicant shall contact Endeavour Energy regarding requirements for building within the easement for Padmount Substation. Details of the requirements (if any) shall be provided to the Certifying Authority with the Construction Certificate application.
- (11) **Substation Construction Requirements** – The building shall comply with the restriction on the site designated 'D' on the deposited plan number 1211914 including:
  - 1 The external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and,
  2. The external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and,
  3. The owner provides the authority benefited with an engineer's certificate to this effect.



Note: the fire ratings mentioned in point 2 must be achieved without the use of firefighting systems such as automatic sprinklers.

- (12) **Upper Floor Setback Lot 1** – For the dwelling on proposed Lot 1, the setback between the upper floor of the dwelling and the southern boundary shall be a minimum of 1.5m.

Details demonstrating compliance shall be provided to the Certifying Authority with the Construction Certificate application.

### 3.0 - Prior to Commencement of Works

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

- (1) **Notice of PCA Appointment** - Notice shall be given to Council at least two (2) days prior to subdivision and/or building works commencing in accordance with Clause 103 of the EP&A Regulation 2000. The notice shall include:
- a) a description of the work to be carried out;
  - b) the address of the land on which the work is to be carried out;
  - c) the registered number and date of issue of the relevant development consent;
  - d) the name and address of the PCA, and of the person by whom the PCA was appointed;
  - e) if the PCA is an accredited certifier, his, her or its accreditation number, and a statement signed by the accredited certifier consenting to being appointed as PCA; and
  - f) a telephone number on which the PCA may be contacted for business purposes.
- (2) **Notice of Commencement of Work** - Notice shall be given to Council at least two (2) days prior to subdivision and/or building works commencing in accordance with Clause 104 of the EP&A Regulation 2000. The notice shall include:
- a) the name and address of the person by whom the notice is being given;
  - b) a description of the work to be carried out;
  - c) the address of the land on which the work is to be carried out;
  - d) the registered number and date of issue of the relevant development consent and construction certificate;
  - e) a statement signed by or on behalf of the PCA/developer (only where no PCA is required) to the effect that all conditions of the consent that are required to be satisfied prior to the work commencing have been satisfied; and
  - f) the date on which the work is intended to commence.

This is the report submitted to the field on

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- (3) **Construction Certificate Required** - In accordance with the provisions of Section 81A of the *EP&A Act 1979*, construction or subdivision works approved by this consent shall not commence until the following has been satisfied:
- a) a Construction Certificate has been issued by a Certifying Authority;
  - b) a Principal Certifying Authority (PCA) has been appointed by the person having benefit of the development consent in accordance with Section 109E of the *EP&A Act 1979*;
  - c) if Council is not the PCA, Council is notified of the appointed PCA at least two (2) days before building work commences;
  - d) the person having benefit of the development consent notifies Council of the intention to commence building work at least two (2) days before building work commences; and
  - e) the PCA is notified in writing of the name and contractor licence number of the owner/builder intending to carry out the approved works.
- (4) **Sign of PCA and Contact Details** - A sign shall be erected in a prominent position on the site stating the following:
- a) that unauthorised entry to the work site is prohibited;
  - b) the name of the principal contractor (or person in charge of the site) and a telephone number on which that person can be contacted at any time for business purposes and outside working hours; and
  - c) the name, address and telephone number of the PCA.
- The sign shall be maintained while the work is being carried out, and shall be removed upon the completion of works.
- (5) **Sydney Water Approval** - The approved construction certificate plans must also be approved by Sydney Water to determine if sewer, water or stormwater mains or easements will be affected by any part of the development. Go to [www.sydneywater.com/tapin](http://www.sydneywater.com/tapin) to apply.
- A copy of the approval receipt from Sydney Water must be submitted to the PCA.
- (6) **Soil Erosion and Sediment Control** - Soil erosion and sediment controls must be implemented prior to works commencing on the site in accordance with 'Managing Urban Stormwater - Soils and Construction (the blue book)' and any Sediment and Erosion plans approved with this development consent.
- (7) **Protection of Existing Street Trees** - No existing nature strip, street tree, tree guard, protective bollard, garden bed surrounds or root barrier installation shall be disturbed, relocated, removed or damaged during earthworks, demolition, excavation (including any driveway installation), construction, maintenance and/or establishment works applicable to this consent, without Council agreement and/or consent.



The protection methods for existing nature strip, street tree, tree guard, protective bollard, garden bed surrounds or root barrier installation during all works approved by this development consent shall be installed in accordance with AS 4970-2009 Protection of Trees on Development Sites.

- (8) **Costs for adjustment or Relocation of Public Utility Service** - The cost of adjustment or relocation of any public utility service shall be borne by the owner/applicant. Where the finished levels of the new works will result in changes to the existing surface levels, the cost of all necessary adjustments or transitions beyond the above scope of works shall be borne by the owner/applicant.

#### 4.0 - During Works

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

- (1) **Construction Hours** - All work (including delivery of materials) shall be restricted to the hours of 7.00am to 5.00pm Monday to Saturday inclusive. Work is not to be carried out on Sundays or Public Holidays.
- (2) **Compliance with BCA** - All building work shall be carried out in accordance with the requirements of the BCA.
- (3) **Excavations and Backfilling** - All excavations and backfilling associated with this development consent shall be executed safely, and be properly guarded and protected to prevent them from being dangerous to life or property, and in accordance with the design of a suitably qualified structural engineer.

If an excavation extends below the level of the base of the footings of a building on an adjoining allotment, the person causing the excavation shall:

- a) preserve and protect the building from damage;
- b) if necessary, underpin and support the building in an approved manner; and
- c) give at least seven (7) days notice to the adjoining owner before excavating, of the intention to excavate.

The principal contractor, owner builder or any person who needs to excavate and undertake building work, shall contact "Dial Before You Dig" prior to works commencing, and allow a reasonable period of time for the utilities to provide locations of their underground assets.

This condition does not apply if the person having the benefit of the development consent owns the adjoining land or the owner of the adjoining land has given consent in writing to that condition not applying.

- (4) **Retaining Walls** - The following restrictions apply to any retaining wall erected within the allotment boundaries:



- 
- a) retaining walls shall be constructed a minimum of 300mm from any property boundary to ensure all associated drainage and backfill remain wholly within the subject property;
  - b) adequate provisions shall be made for surface and subsurface drainage of retaining walls and all water collected shall be diverted to, and connected to, a stormwater disposal system within the property boundaries;
  - c) retaining walls shall not be erected within drainage easements; and
  - d) retaining walls shall not be erected in any other easement present on the land without the approval of the relevant authority benefited.
- (5) **Stormwater – Collection and Discharge Requirements** - The roof of the subject building(s) shall be provided with guttering and down pipes and all drainage lines, including stormwater drainage lines from other areas and overflows from rainwater tanks, conveyed to the street gutter.
- Connection to the drainage easement or kerb shall only occur at the designated connection point for the allotment. New connections that require the rectification of an easement pipe or kerb shall only occur with the prior approval of Camden Council.
- All roofwater shall be connected to the approved roofwater disposal system immediately after the roofing material has been fixed to the framing members. The PCA shall not permit construction works beyond the frame inspection stage until this work has been carried out.
- (6) **Works by Owner** - Where a portion of the building works do not form part of a building contract with the principal contractor (builder) and are required to be completed by the owner, such works shall be scheduled by the owner so that all works coincide with the completion of the main building being erected by the principal contractor.
- (7) **Survey Report** - The building shall be set out by a registered land surveyor. A peg out survey detailing the siting of the building in accordance with the approved plans shall be provided to the PCA prior to the pouring of concrete.
- (8) **Easements** - No changes to site levels, or any form of construction shall occur within any easements that may be located on the allotment.
- (9) **Vehicles Leaving the Site** - The construction supervisor must ensure that:
- a) all vehicles transporting material from the site cover such material so as to minimise sediment transfer;
  - b) the wheels of vehicles leaving the site:
    - i) do not track soil and other waste material onto any public road adjoining the site; and
    - ii) fully traverse the site's stabilised access point.



- 
- (10) **Protection for Existing Trees** – The protection of existing trees (on-site and street trees) must be carried out as specified by AS 4970 Protection of Trees on Development Sites.
- (11) **Noise During Work** - Noise levels emitted during works shall be restricted to comply with the construction noise control guidelines set out in Chapter 171 of the NSW Environment Protection authority's Environmental Noise Control Manual.
- (12) **Offensive Noise, Dust, Odour and Vibration** - All work shall not give rise to offensive noise, dust, odour or vibration as defined in the *Protection of the Environment Operations Act 1997* when measured at the property boundary.
- (13) **Site Management** - The following practices are to be implemented during construction:
- a) stockpiles of topsoil, sand, aggregate, spoil or other material shall be kept clear of any drainage path, easement, natural watercourse, kerb or road surface and shall have measures in place to prevent the movement of such material off site;
  - b) builder's operations such as brick cutting, washing tools, concreting and bricklaying shall be confined to the building allotment. All pollutants from these activities shall be contained on site and disposed of in an appropriate manner;
  - c) waste shall not be burnt or buried on site or any other properties, nor shall wind-blown rubbish be allowed to leave the site. All waste shall be disposed of at a licenced waste disposal facility;
  - d) a waste control container shall be located on the site;
  - e) all building materials, plant, equipment and waste control containers shall be placed on the building site. Building materials, plant and equipment (including water closets), shall not to be placed on public property (footpaths, roadways, public reserves, etc);
  - f) toilet facilities shall be provided at, or in the vicinity of, the work site at the rate of 1 toilet for every 20 persons or part thereof employed at the site. Each toilet shall:
    - i) be a standard flushing toilet connected to a public sewer, or
    - ii) have an on-site effluent disposal system approved under the *Local Government Act 1993*; or
    - iii) be a temporary chemical closet approved under the *Local Government Act 1993*.
- (14) **Location of Stockpiles** - Stockpiles of soil shall not be located on / near any drainage lines or easements, natural watercourses or water bodies, footpath or roadway without first providing suitable protective measures adequate to protect these water bodies. All stockpiles of contaminated materials shall be suitably covered to prevent dust and odour nuisance.



- 
- (15) **Disposal of Stormwater** - Water seeping into any site excavations is not to be pumped into the stormwater system unless it complies with relevant EPA and ANZECC standards for water quality discharge.

#### 5.0 - Prior to Issue of an Occupation Certificate

The following conditions of consent shall be complied with prior to the issue of an Occupation Certificate.

- (1) **Occupation Certificate Required** - An Occupation Certificate shall be obtained prior to any use or occupation of the development.
- (2) **Survey Certificate** - A registered surveyor shall prepare a Survey Certificate to certify that the location of the building in relation to the allotment boundaries complies with the approved plans or as specified by this consent. The Survey Certificate shall be provided to the satisfaction of the PCA.
- (3) **Registration of Land** - Documentary evidence shall be provided to the PCA confirming registration of the subject allotment with NSW Land & Property Information.
- (4) **Driveway Crossing Construction** - A footpath crossing (where required) and a driveway crossing shall be constructed in accordance with this development consent and the driveway crossing approval prior to use or occupation of the development.
- (5) **Waste Management Plan** - The PCA shall ensure that all works have been completed in accordance with the approved waste management plan referred to in this development consent.
- (6) **House Numbering** - The dwellings on the site (existing and approved, primary and secondary) must be readily identifiable from the street by displaying their Council allocated house numbers. The allocated house numbers will be in accordance with the current Geographical Names Board of NSW Address Policy. E-mail Council at [lis\\_mailbox@camden.nsw.gov.au](mailto:lis_mailbox@camden.nsw.gov.au) to obtain the allocated house numbers. Any alternative numbering of the dwellings is not permitted.

#### 6.0 - Ongoing Use

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

- (1) **Residential Air Conditioning Units** - The operation of air conditioning units shall operate as follows:
  - a) be inaudible in a habitable room during the hours of 10pm – 7am on weekdays and 10pm to 8am on weekends and public holidays; and
  - b) emit a sound pressure level when measured at the boundary of any neighbouring residential property, at a time other than those specified in (a) above, which exceeds the background (LA90, 15 minutes) by more than 5dB(A). The source noise level shall be measured as a LAeq 15 minute.



## 7.0 - Prior to Issue of a Subdivision Certificate

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

- (1) **Section 88B Instrument** - The applicant shall prepare a Section 88B Instrument for approval by the PCA which incorporates the following easements, positive covenants and restrictions to user where necessary:
  - a) restriction as to user creating an easement for support and maintenance 900mm wide adjacent to the "zero" lot line wall;
  - b) restriction as to user directing that each lot shall not be developed other than in accordance with the approved plans under DA/2017/784/1.
  - c) Restriction as to user specifying that all development shall comply with the requirements of the salinity management plan "Salinity Investigation & Management Plan 51 St Andrews Road, Leppington", prepared by Douglas Partners, project no. 76571.02 dated 2 July 2014.
  
- (2) **Services** - Certificates and/or relevant documents shall be obtained from the following service providers and provided to the PCA.
  - a) Energy supplier – A Notice of Arrangement for the provision of distribution of electricity from Endeavour Energy to service the proposed development;
  - b) Telecommunications – Evidence demonstrating that satisfactory arrangements have been made with a telecommunications carrier to service the proposed development; and
  - c) Water supplier – A Section 73 Compliance Certificate demonstrating that satisfactory arrangements have been made with a water supply provider to service the proposed development.

The assessment will determine the availability of water and sewer services, which may require extension, adjustment or connection to Sydney Water mains. Sydney Water will assess the development and if required will issue a Notice of Requirements letter detailing all requirements that must be met. Applications can be made either directly to Sydney Water or through a Sydney Water accredited Water Servicing Coordinator (WSC). Go to [www.sydneywater.com.au/section73](http://www.sydneywater.com.au/section73) or phone 1300 082 746 to learn more about applying through an authorised WSC or Sydney Water.
  
- (3) **Surveyor's Report** - Prior to the issue of the Subdivision Certificate a certificate from a registered surveyor must be provided to the PCA, certifying that all drainage lines have been laid within their proposed easements. Certification is also to be provided stating that no services or accessways encroach over the proposed boundary other than as provided for by easements as created by the final plan of subdivision.
  
- (4) **Subdivision Certificate** - The issue of a Subdivision Certificate is not to occur until all conditions of this development consent have been satisfactorily addressed and all engineering works are complete (where the subdivision involves engineering works), unless otherwise approved in writing by the PCA.

This is the report submitted to the field on

Page 12



- 
- (5) **Burdened Lots To Be Identified** - Any lots subsequently identified during the subdivision as requiring restrictions shall also be suitably burdened.
  - (6) **Show Easements/Restrictions On The Plan Of Subdivision** - The developer shall acknowledge all existing easements and/or restrictions on the use of the land on the final plan of subdivision.
  - (7) **Requirement for a Subdivision Certificate** - The application for subdivision certificate(s) shall be made in accordance with the requirements of Clause 157 of the Environmental Planning & Assessment Regulation 2000.
  - (8) **Section 94 Contributions** - Prior to the issue of a subdivision certificate evidence of contribution payment pursuant to the provisions of Section 94 of the EP&A Act 1979 for the services and amounts detailed in Condition 2.0(3) of this consent must be provided to the Principal Certifying Authority (PCA).

If a subdivision certificate for the approved lots is sought prior to the approved dwelling houses being constructed, the Section 94 Contributions detailed in condition 2.0(3) of this consent must be paid to Council prior to the issue of the subdivision certificate.

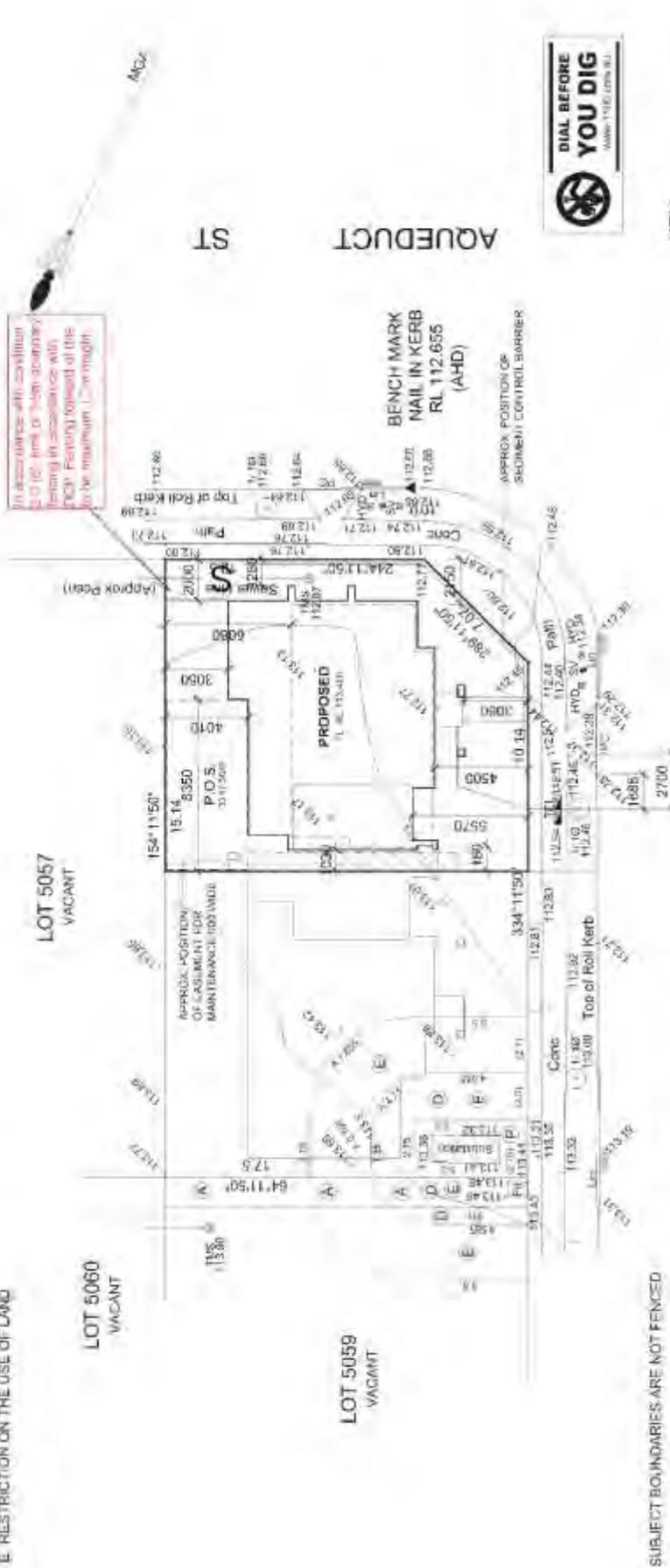
- (9) **Special Infrastructure Contribution** - The applicant shall make a special infrastructure contribution (SIC) in accordance with the determination made by the Minister administering the *EP&A Act 1979* under Section 94EE of that Act and as in force on the date of this consent. This contribution shall be paid to the Department of Planning and Environment (DPE).

Evidence of payment of the SIC shall be provided to Council and the Certifying Authority.

Alternatively, the applicant must obtain written confirmation from DPE that the SIC is not required to be paid for the approved development.

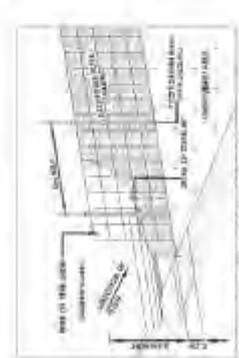
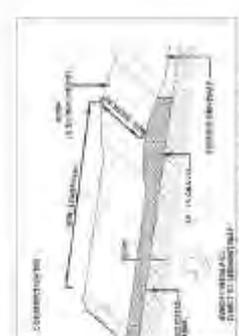
05

- A) EASEMENT TO DRAIN WATER 1.5 WIDE
- B) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- C) RESTRICTION ON THE USE OF LAND
- D) RESTRICTION ON THE USE OF LAND
- E) RESTRICTION ON THE USE OF LAND



**KEY**

ET	Electric Turret	HW	Headwall
LP	Light Pole	LIM	Limit
PP	Power Pole	SIP	Sewer Insp. Point
GM	Gas Meter	SMH	Sewer Manhole
HYD	Hydrant	TMS	Terminal / Manr. Shaft
SV	Stop Valve	TEL	Telephone Pit
WC	Water Connection	PC	Prem Crossing
WM	Water Meter	VC	Vehicle Crossing
SWP	Stormwater Pit	DH&M	Ductholes & Wiring



**NOTES**

- 1) Boundaries, Areas & Contours are as per this and to be double only.
- 2) No boundary investigation has been carried out.
- 3) Boundaries of improvements to boundaries in diagrams are only for reference. All improvements shown should be confirmed by further survey.
- 4) Boundaries shown should be confirmed by further survey.
- 5) Boundaries shown should be confirmed by further survey.
- 6) Boundaries shown should be confirmed by further survey.
- 7) Boundaries shown should be confirmed by further survey.
- 8) Boundaries shown should be confirmed by further survey.
- 9) Boundaries shown should be confirmed by further survey.
- 10) Boundaries shown should be confirmed by further survey.



28th September 2017  
DO NOT SCALE

**SITE PLAN**  
LOT 50581 AQUEDUCT STREET, LEPPINGTON

Proposed New Dwelling  
Leppington 5058 Pty. Ltd.

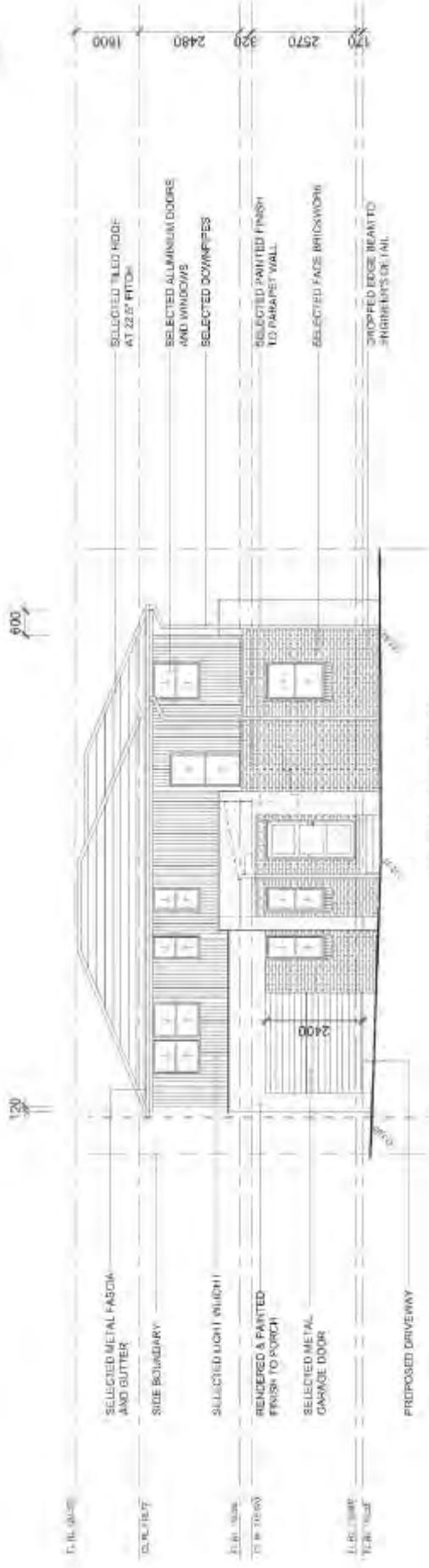
**Boka-Krslovic Homes**  
2/100-110/112 Leppington Drive, Leppington NSW 2155  
Phone: 02 9638 8888  
www.bokakrslovichomes.com.au

**Attachment 2**

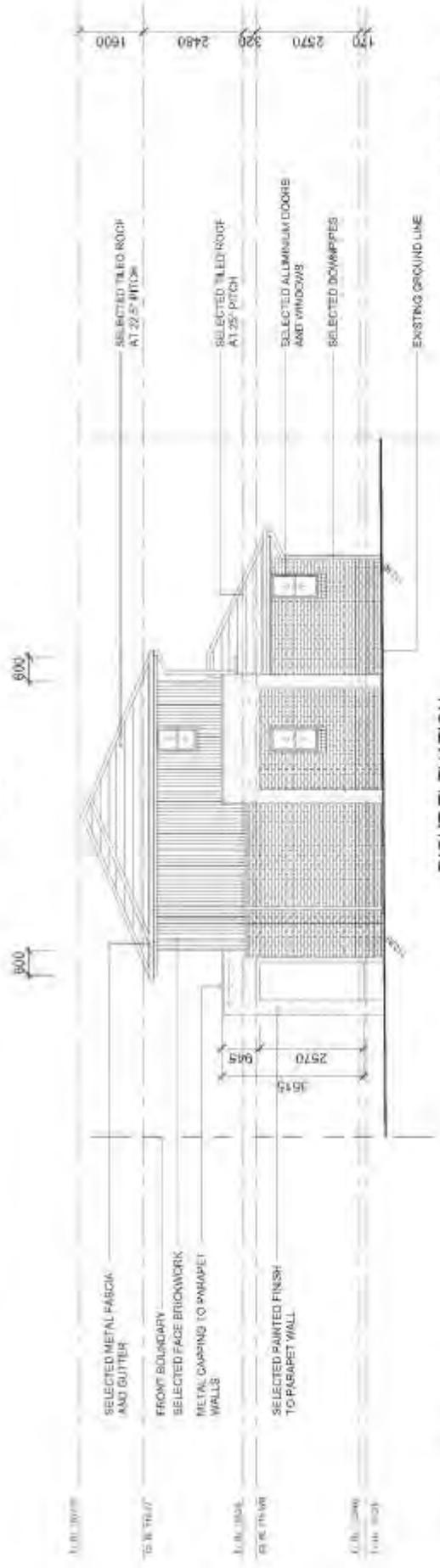
**ORD04**



05



FRONT ELEVATION SOUTH



RIGHT ELEVATION EAST



IMPORTANT NOTE:  
FLOOR LEVELS TO BE PLUS OR MINUS 100MM.

**Boka-Krslovic Homes**  
Architects & Builders  
10/100-1000

Proposed New Dwelling  
Leppington 5058 Pty. Ltd.

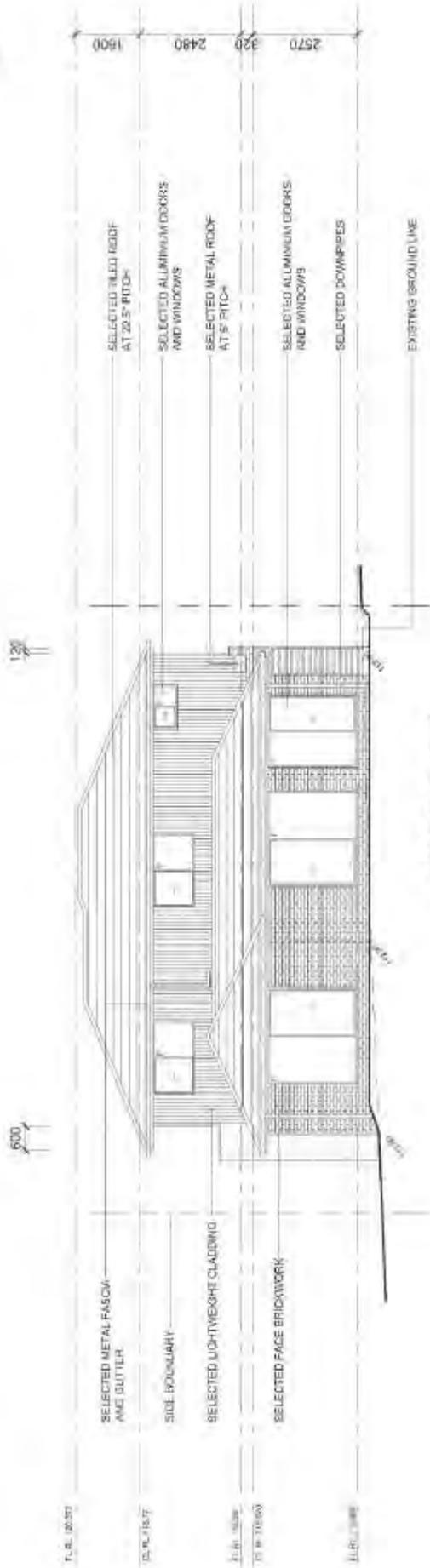
ELEVATIONS  
LOT 50581 AQUEDUCT STREET, LEPPINGTON

28th September 2017  
DO NOT SCALE  
06

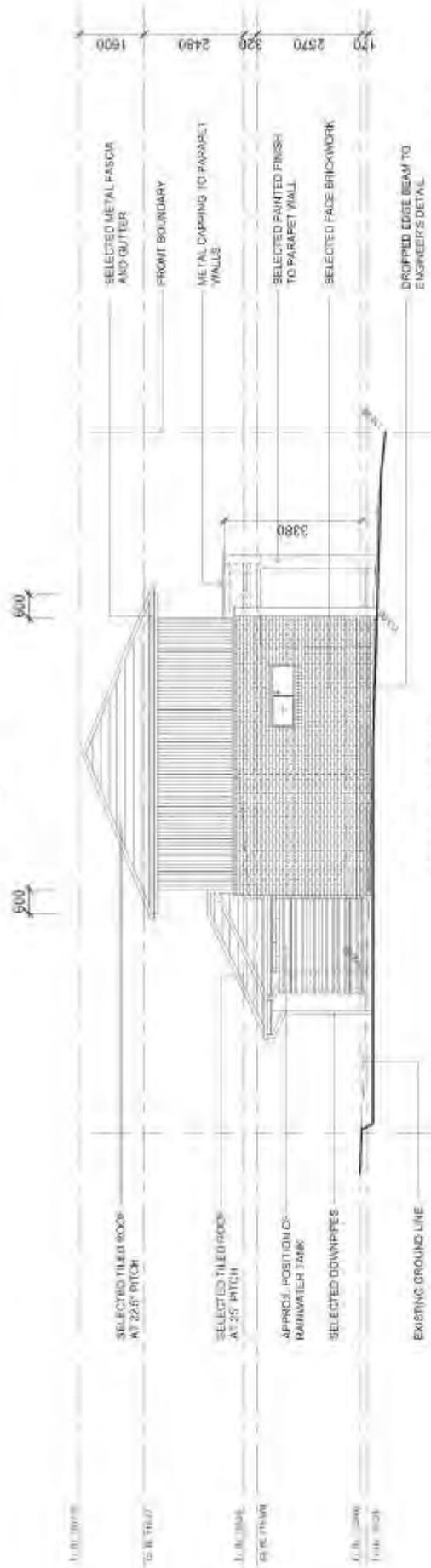
Attachment 2

ORD04

05



REAR ELEVATION NORTH



LEFT ELEVATION WEST

Scale 1:100 - A3



IMPORTANT NOTE:  
FLOOR LEVELS TO BE PLUS OR MINUS 100MM.

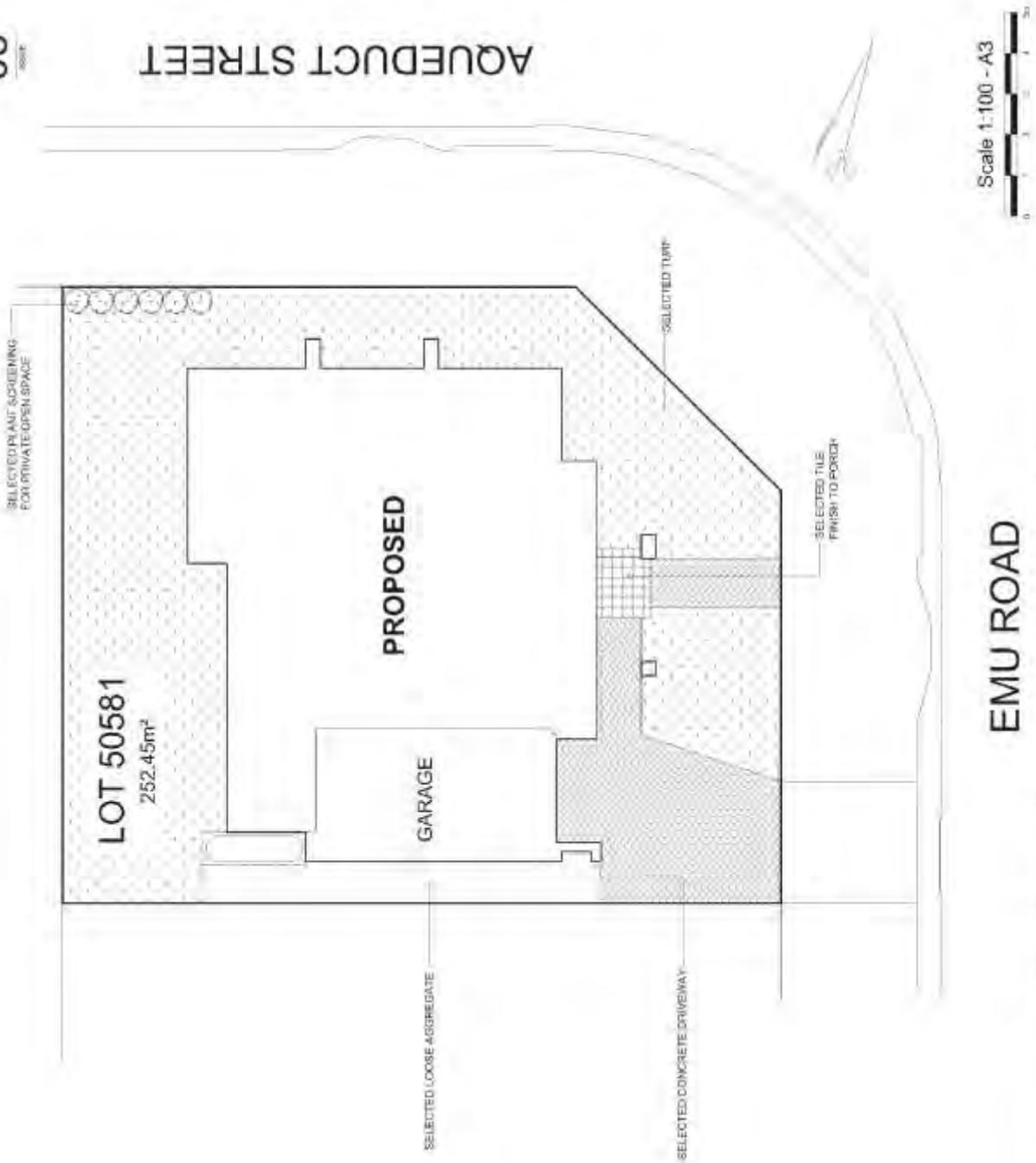
**Boka-Krslovic Homes**

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Proposed New Dwelling  
Leppington 5058 Pty. Ltd.  
ELEVATIONS  
LOT 50581 AQUEDUCT STREET, LEPPINGTON

28th September 2017  
DO NOT SCALE  
07

05  
SITE



<b>AREA CALCULATIONS</b>	
SITE AREA	252.45
<b>CONSTRUCTION AREA</b>	
GROUND FLOOR	88.33
GARAGE	19.60
PORCH	2.48
FIRST FLOOR	76.70
<b>TOTAL AREA</b>	<b>187.31</b>
<b>SITE COVERAGE</b>	<b>43%</b>
<b>GROUND FLOOR</b>	
GROUND FLOOR	88.33
GARAGE	19.60
<b>TOTAL AREA</b>	<b>108.13</b>
<small>AREA UNDER ROOF AT BUILDING COMPLETION</small>	
<b>FIRST FLOOR</b>	<b>30%</b>
FIRST FLOOR	76.70
<b>TOTAL AREA</b>	<b>76.70</b>
<small>AREA UNDER COVERED AT COMPLETION</small>	
<b>LANDSCAPE AREA 46%</b>	
SITE AREA	252.45
GROUND FLOOR	-88.33
GARAGE	-19.80
PORCH	-2.48
DRIVEWAY & PATH	-21.50
SLAB UNDER RW TANK	-2.13
<b>TOTAL AREA</b>	<b>117.81</b>
<small>AREA UNOCCUPIED AREA 13%</small>	
<small>All numbers contained in this plan are approximate.</small>	

**IMPORTANT NOTE:**  
 LANDSCAPE PLAN IS A CONCEPT ONLY.  
 DESIGN AND METHODS TO BE VERIFIED  
 PRIOR TO CONSTRUCTION.

**Boka-Krslovic Homes**  
 Architects & Planners  
 10/100 The Arcade  
 Leppington NSW 2157

Proposed New Dwelling  
 Leppington 5058 Pty. Ltd.

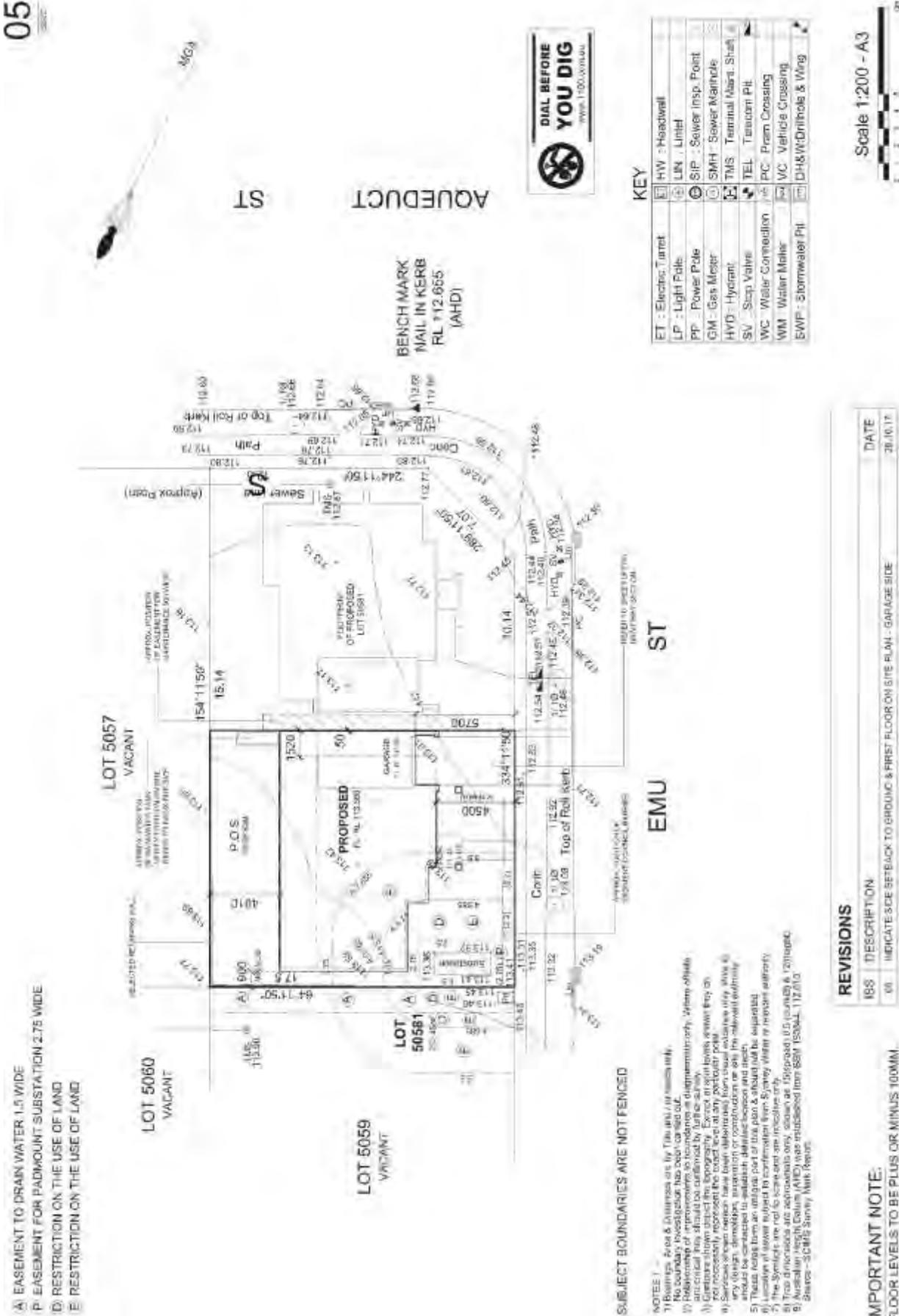
LANDSCAPE CONCEPT PLAN  
 LOT 50581 AQUEDUCT STREET, LEPPINGTON

29th September 2017  
 DO NOT SCALE 10

EMU ROAD



05



- A) EASEMENT TO DRAIN WATER 1.5 WIDE
- P) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- D) RESTRICTION ON THE USE OF LAND
- E) RESTRICTION ON THE USE OF LAND

SUBJECT BOUNDARIES ARE NOT FENCED

- NOTE 1 - 1) Bearings, Area & Distances are by TDA and/or records only.  
 2) Boundaries of adjacent lots are shown for reference only.  
 3) Boundaries of areas not shown are not shown.  
 4) Gradients shown are for topography. Except in special cases, they are not necessarily representative of the level at any particular point.  
 5) Section lines are shown as thin lines and are not to be construed as boundaries. They are shown for reference only and should be constructed to establish defined sections and areas.  
 6) These notes form an integral part of this plan and should not be separated.  
 7) Locations of sewer subject to confirmation from Sydney Water or relevant authority.  
 8) The symbols are not to scale and are illustrative only.  
 9) Topographical and astronomical data, shown as appropriate, is based on 1:25,000 scale.  
 10) Australian North Datum (AND) was established from BSM 150044 - 112/013.  
 Source - SCRS Survey, Main Report.

REVISIONS

ISS	DESCRIPTION	DATE
01	INDICATE SIDE SETBACK TO GROUND & FIRST FLOOR ON SITE PLAN - GARAGE SIDE	28/10/17

IMPORTANT NOTE:  
 FLOOR LEVELS TO BE PLUS OR MINUS 100MM.

**Boka-Krslovic Homes**

Proposed New Dwelling  
 Leppington 5058 Pty. Ltd.

SITE PLAN  
 LOT 50582 EMU ROAD, LEPPINGTON

28th September 2017  
 DD NOT SCALE 02

05  
50582

AQUEDUCT STREET

LOT 50581  
252.45m<sup>2</sup>

LOT 50582  
260.05m<sup>2</sup>

APPROX. POSITION  
OF BAKWATER TANK  
- VERIFY POSITION ON SITE  
- REFER TO BASIX FOR SIZE

25°

22.5°

10°



28th September 2017 SHEET  
DO NOT SCALE 05

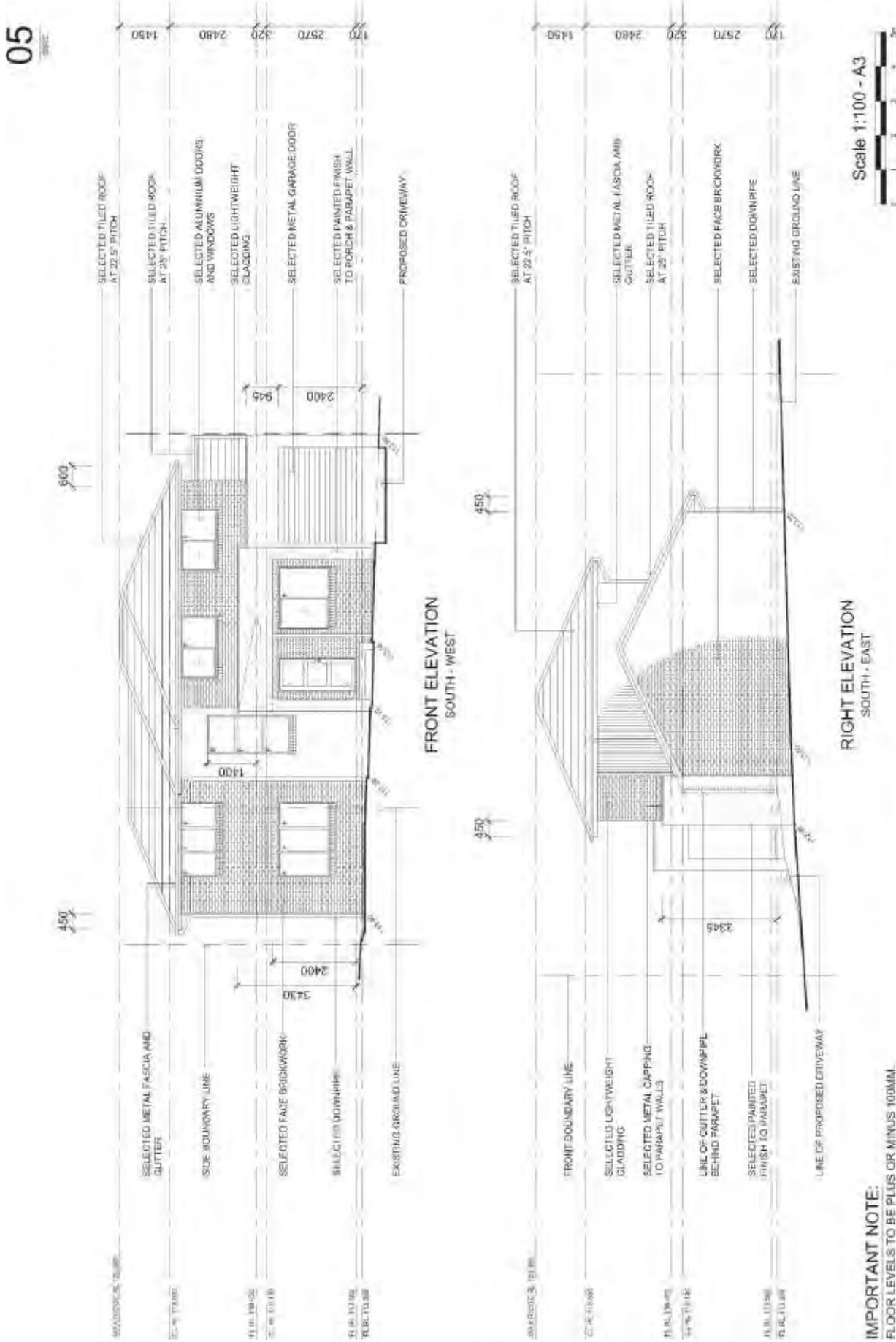
EMU ROAD

Proposed New Dwelling  
Leppington 5058 Pty. Ltd.  
ROOF & STORMWATER PLAN  
LOT 50582 EMU ROAD, LEPPINGTON

**IMPORTANT NOTE:**  
ROOF PLAN IS A GUIDE ONLY,  
AND METHOD AND DESIGN NEEDS TO BE VERIFIED  
PRIOR TO CONSTRUCTION.  
- REFER TO HYDRAULIC DRAWINGS FOR STORMWATER

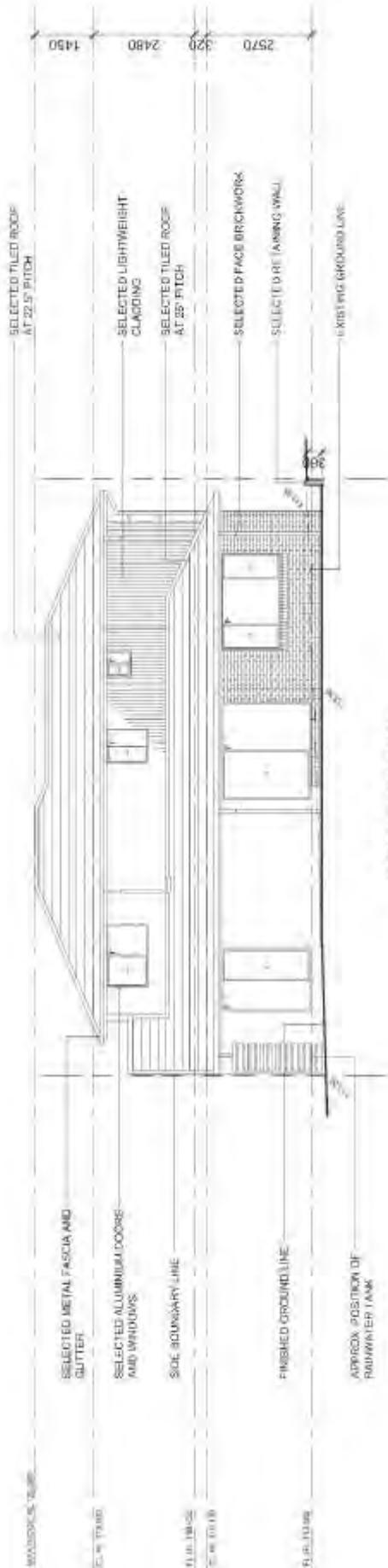
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Attachment 2  
ORD04

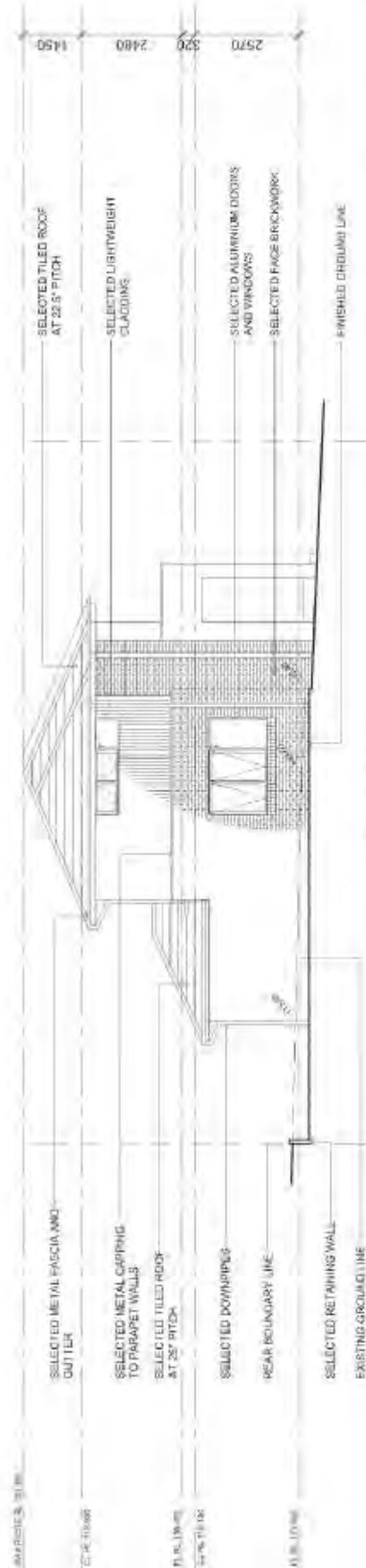


**Boka-Krslovic Homes**  
 28th September 2017  
 DO NOT SCALE  
 05  
 Proposed New Dwelling  
 FRONT & RIGHT ELEVATIONS  
 LOT 50582 EMU ROAD, LEPPINGTON

05  
SPEC



REAR ELEVATION  
NORTH - EAST



LEFT ELEVATION  
NORTH - WEST

IMPORTANT NOTE:  
FLOOR LEVELS TO BE PLUS OR MINUS 100MM.



20th September 2017  
DO NOT SCALE  
07

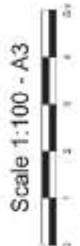
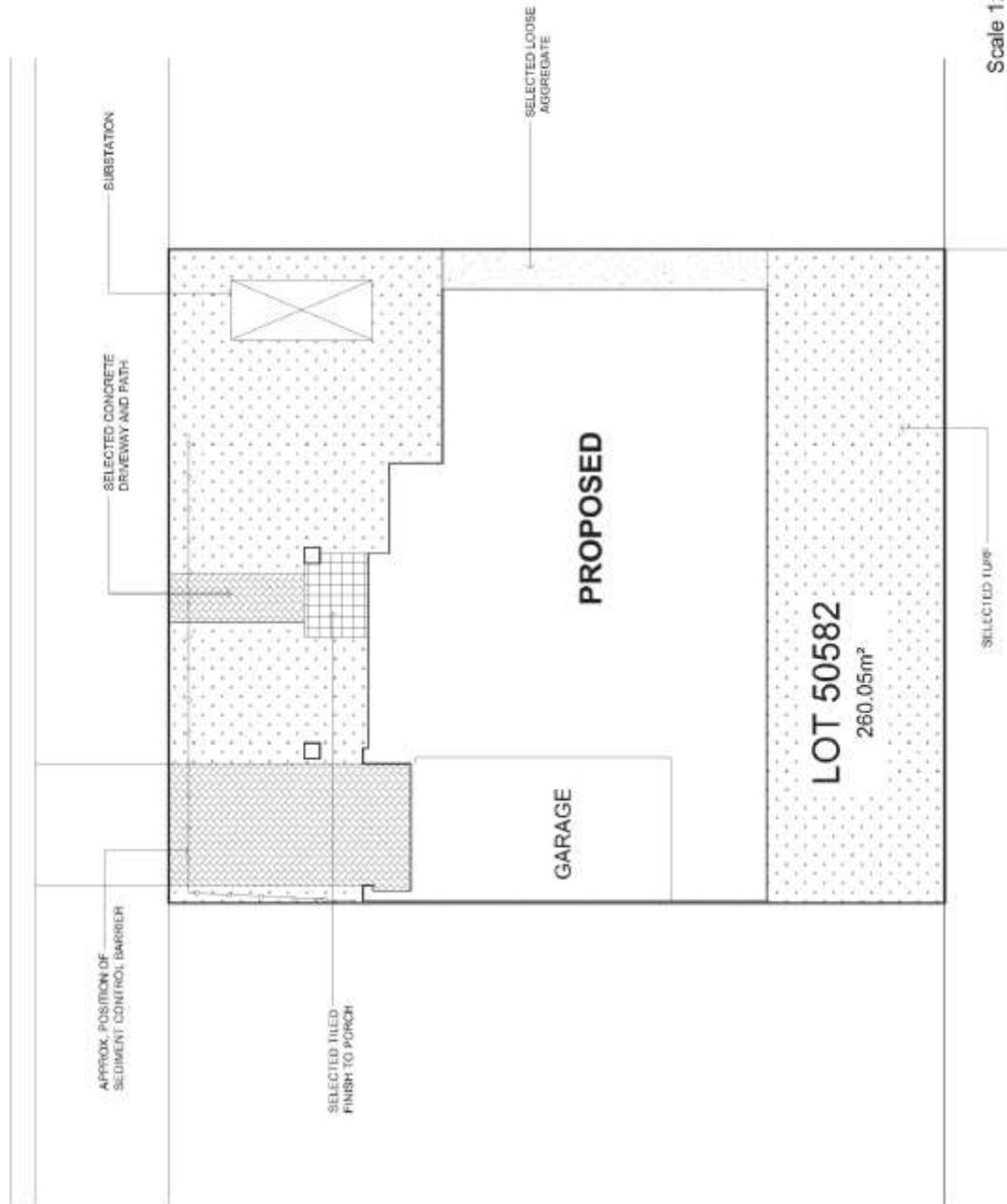
Proposed New Dwelling  
Leppington 5058 Pty. Ltd.  
REAR & LEFT ELEVATION  
LOT 50582 EMU ROAD, LEPPINGTON

**Boka-Krslovic Homes**  
1/2525 GIFF ROAD, LEPPINGTON NSW 5058  
www.bokakrslovichomes.com.au  
08 8333 1111

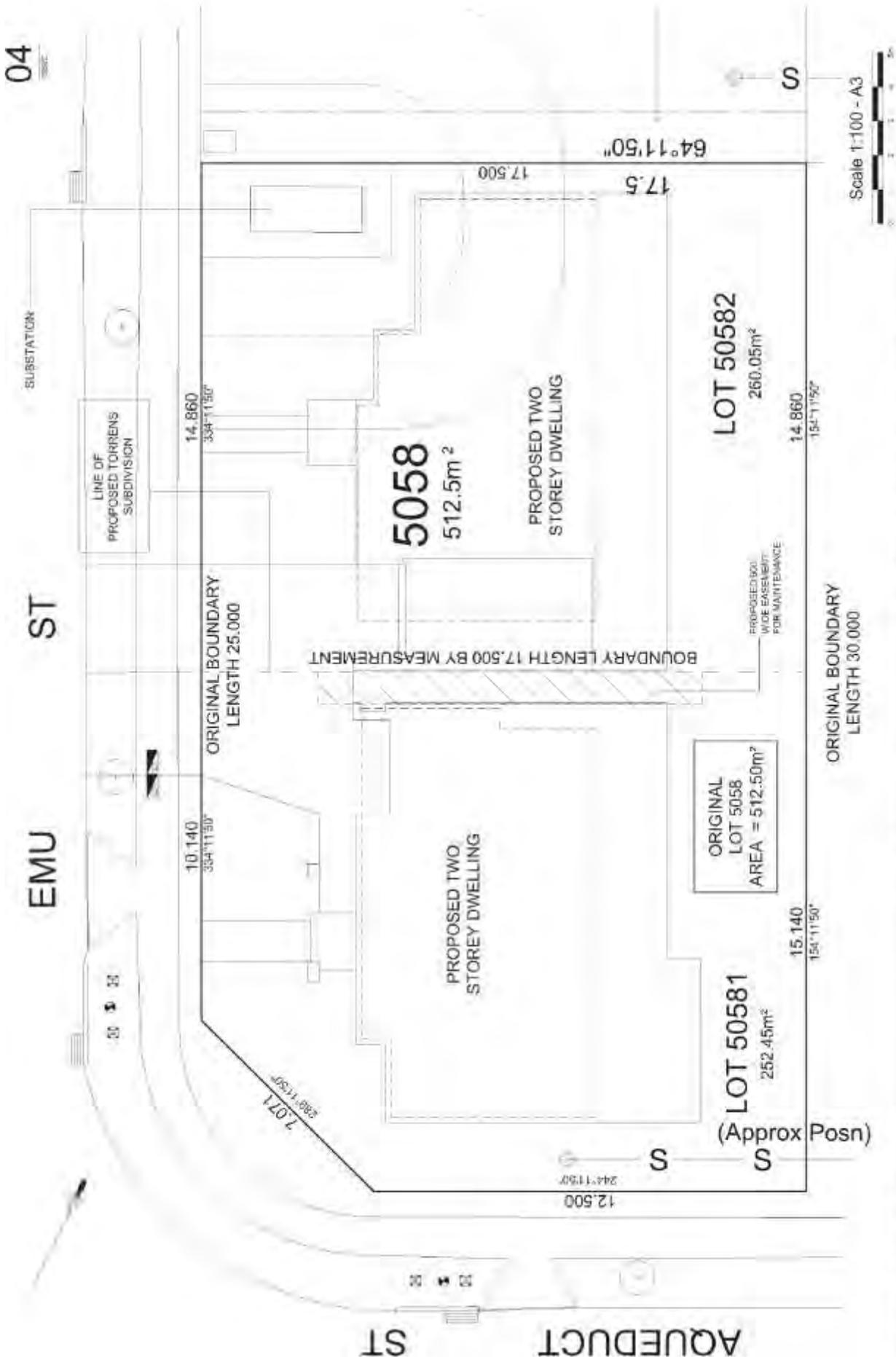
05  
PAGE

EMU ROAD

<b>AREA CALCULATIONS</b>	
SITE AREA	260.05
<b>CONSTRUCTION AREA</b>	
GROUND FLOOR	92.23
GARAGE	22.47
PORCH	2.75
FIRST FLOOR	77.29
<b>TOTAL AREA</b>	<b>194.28</b>
<b>SITE COVERAGE</b>	<b>44%</b>
<b>GROUND FLOOR</b>	
GROUND FLOOR	92.23
GARAGE	22.47
<b>TOTAL AREA</b>	<b>114.70</b>
<small>MAX SITE COVERAGE AT FLOOR LEVEL IS 50%</small>	
<b>FIRST FLOOR</b>	<b>30%</b>
FIRST FLOOR	77.29
<b>TOTAL AREA</b>	<b>77.29</b>
<small>MAX SITE COVERAGE AT FIRST FLOOR IS 30%</small>	
<b>LANDSCAPE AREA</b>	<b>47%</b>
SITE AREA	260.05
GROUND FLOOR	- 92.23
GARAGE	- 22.47
PORCH	- 2.75
DRIVEWAY & PATH	- 18.46
SLAB UNDER RW TANK	- 2.13
<b>TOTAL AREA</b>	<b>122.01</b>
<small>PERMITS LANDSCAPE AREA IS 30%</small>	
<small>ALL AREAS ARE CALCULATED BY MEASURING EXISTING</small>	
<small>OR EXISTING AS APPLICABLE TO THE SITE</small>	



**IMPORTANT NOTE:**  
LANDSCAPE PLAN IS A CONCEPT ONLY. DESIGN AND METHODS TO BE VERIFIED PRIOR TO CONSTRUCTION.



**Boka-Krslovic Homes**  
 1/100 TORREN'S SUBDIVISION ACT 1994 (AS AMENDED)  
 SUBDIVISION PLAN FOR LOT 5058, LEPPINGTON  
 21st September 2017  
 DO NOT SCALE 03

**Attachment 2**  
**ORD04**

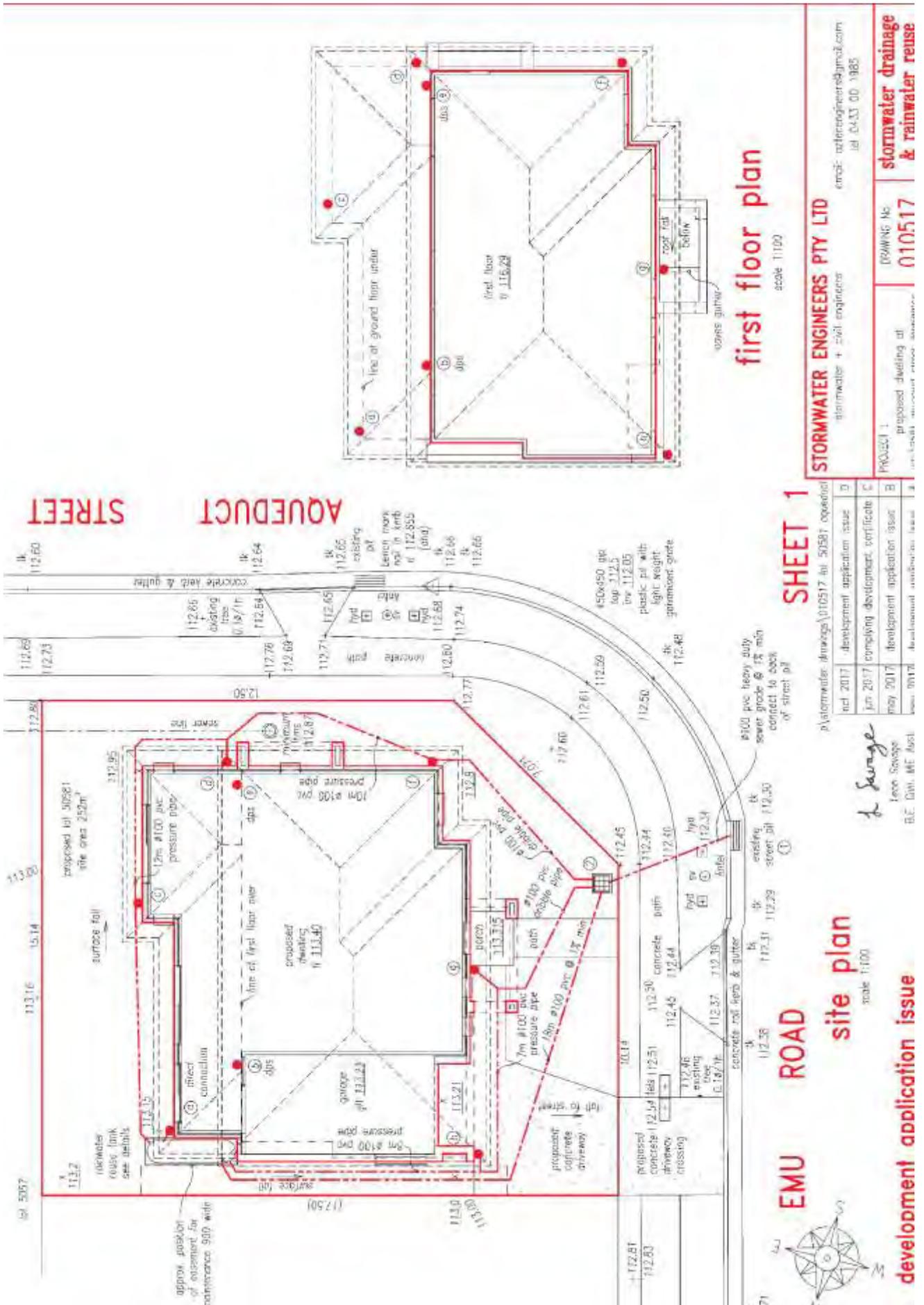


TABLE OF PIPE DOWN INFORMATION

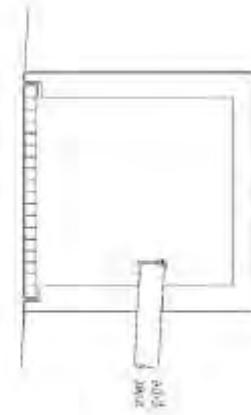
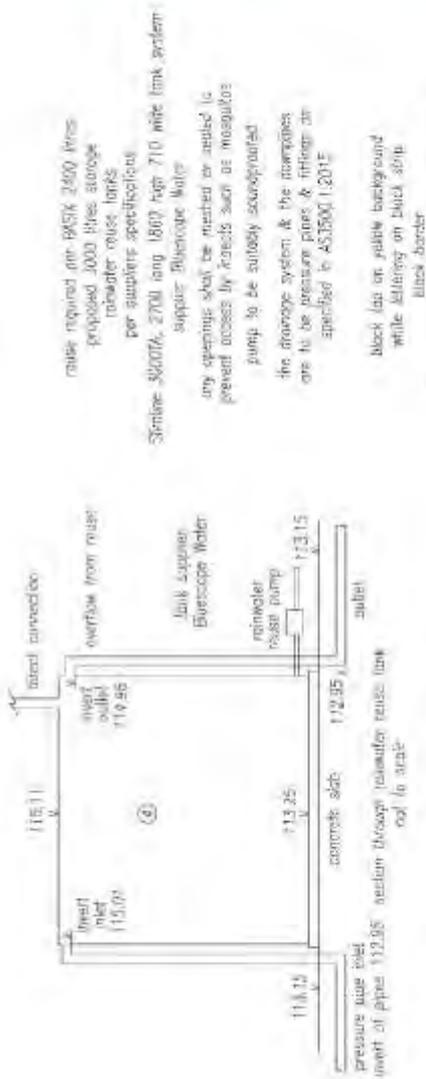
down pipe number	size	surface level	invert level
a	450mm	direct connection	-
b	450mm	ops	-
c	450mm	112.05	112.85
d	450mm	112.05	112.65
e	450mm	ops	-
f	450mm	732.4	112.6
g	450mm	113.30	113.0
h	450mm	113.7	112.8

all downpipes 450 pvc with pressure pipes & pressure joints for all pipes connected to reuse tanks

**NOTES**

- ALL WORK TO BE DONE TO THE SATISFACTION OF CAMDEN CITY COUNCIL
- LEGEND:  
 TW TOP OF WALL  
 TX TOP OF KERB  
 DP DOWN PIPE  
 FW FLOOR WASTE  
 FL FINISH FLOOR (FXT)  
 RL FLOOR LEVEL  
 SL 50.89 LANDING LEVEL  
 SL 53.81 DESIGN LEVEL  
 GP GRAVED INLET PIT  
 BL BASEMENT FLOOR LEVEL  
 JP JUNCTION PIT  
 E U/RVC SEWER GRADE INSPECTION EYE  
 ops - overpipe with siphon  
 DLEB - dropped edge beam  
 ops - raised grade drain  
 ext - emergency over flow
- PROPOSED CONCRETE DRAINWAY TO BE CONSTRUCTED IN ACCORDANCE WITH PLANS, SPECIFICATIONS, AND TYPALS ISSUED SEPARATELY BY COUNCIL
- ALL PIPES TO BE MIN 100mm DIA UNLESS NOTED OTHERWISE (UNO)
- ALL PIPES TO BE GRADE UNO AT MIN 1% UNO

**development application issue**



drillable pipe details  
out to scale

drillable pipe connection screw cap over connection  
Sewer diameter Applicable to be provided at base of structure

BASIX Commitments	
Item	requirement
refer BASIX Certificate number 2267023 dated 30 May 2017	
rainwater tank size	at least 2400 litres, 2000 litres proposed
roof area	at least 148sqm, 100% of roof proposed
rainwater tank connected to	all toilets & at least one outdoor tap
	the cold water tap that supplies each clothes washer

**SHEET 2**

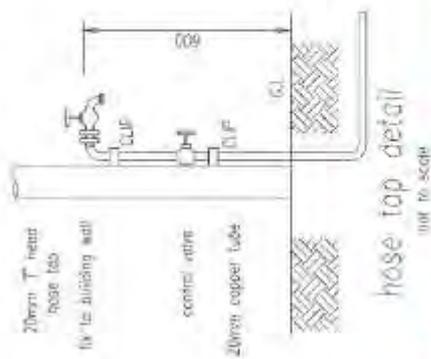
stormwater drainage (110517) to 26501 operational

date	description	application issue
oct 2017	development application issue	D
feb 2017	complying development certificate	C
may 2017	development application issue	B
nov 2017	development application issue	B

L. Savage  
Lead Designer  
D.E. CIVIL & ME ASS

reuse required per BASIX 2400 litres proposed 3000 litres storage per supplier specifications  
Supplier BlueScope Water  
any openings shall be treated or sealed to prevent access by insects such as mosquitoes  
pump to be suitably soundproofed  
the drainage system & the alternatives are to be pressure pipes & fittings as specified to AS3500:1:2012

black tap on visible background while sitting on black slab  
Black Jambor



**STORMWATER ENGINEERS PTY LTD**

stormwater & civil engineers  
email: info@stormwaterengineers.com.au  
tel: 0433 00 1985

DRAWING No: 010517  
stormwater drainage & rainwater reuse  
PROJECT: proposed dwelling at 116.11, 113.25, 112.95, 113.15, 113.19



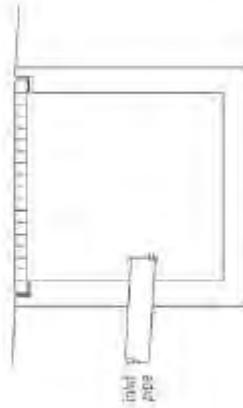
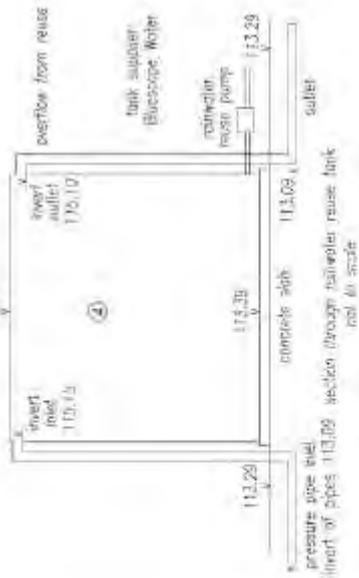
TABLE OF PIPE DOWN INFORMATION

down pipe number	size	surface level	invert level
a	Ø90mm	113.97	113.67
b	Ø90mm	Øps	-
c	Ø90mm	direct connection	-
d	Ø90mm	Øps	-
e	Ø90mm	113.2	113.0
f	Ø90mm	113.29	113.09
g	Ø90mm	Øps	-
h	Ø90mm	113.20	113.00
j	Ø90mm	113.15	112.95
k	Ø90mm	113.1	112.9

all downpipes Ø90 pvc with pressure pipes & pressure panels for all lines connected to road tanks.

**NOTES**

- ALL WORK TO BE DONE TO THE SATISFACTION OF CAMRIN CITY COUNCIL
- LEGEND:
  - TW - TOP OF WALL
  - TK - TOP OF KERB
  - DN - DOWN PIP
  - FW - FLOOR FINISH
  - FL - FLOOR LEVEL
  - FL - GARAGE FLOOR LEVEL
  - FL - TLOOR LEVEL
  - SL - 50.89 EXISTING LEVEL
  - SL - 53.63 DESIGN LEVEL
  - GF - GRAVEL MUL PIT
  - BF1 - BASEMENT FLOOR LEVEL
  - JP - JUNCTION PIT
  - E - UPVC SEWER GRADE INSPECTION ETC
  - sp - Downpipes with spreader
  - OLEB - O-ringed edge beam
  - rgt - round grates drain
  - col - emergency over flow
- PROPOSED CONCRETE DRAINWAY TO BE CONSTRUCTED IN ACCORDANCE WITH PLANS, SPECIFICATIONS, AND LIVES ISSUED SEPARATELY BY COUNCIL
- ALL PIPES TO BE MIN 100mm DIA UNLESS NOTED OTHERWISE (0420).
- ALL PIPES TO BE GRADE UPVC AT W1 IN LIND.



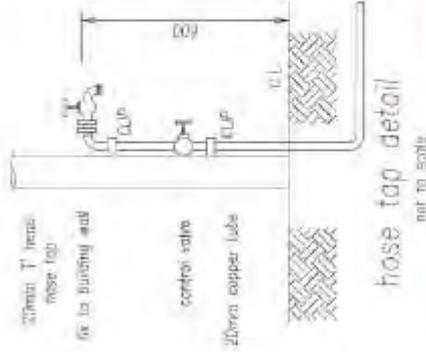
drill pipe details  
not to scale  
drill pipe connection  
screw cap over connection  
50mm diameter weathole  
to be provided at  
base of screedcap

Item	Requirement
refer BASIX Certificate number 7554945-66667-02-September-2016	
rainwater tank size	at least 2000 litres, 2000 litres proposed
roof area	at least 110sqm, 100% of roof proposed
rainwater tank connected to	all levels & at least one outdoor tap

the cold water tap that supplies each clothes washer

those required per BASIX 2016. Also proposed 2000 litres storage rainwater reuse tanks per suppliers specifications. Supplier: BlueScope Water. Any fittings shall be treated or sealed to prevent access by insects such as mosquitoes. Pump to be suitably soundproofed. The drainage system & the downpipes are to be pressure pipes & fittings as specified in AS3300:1-2015.

black dip on false background while lettering on black strip black border



**SHEET 2 STORMWATER ENGINEERS PTY LTD**

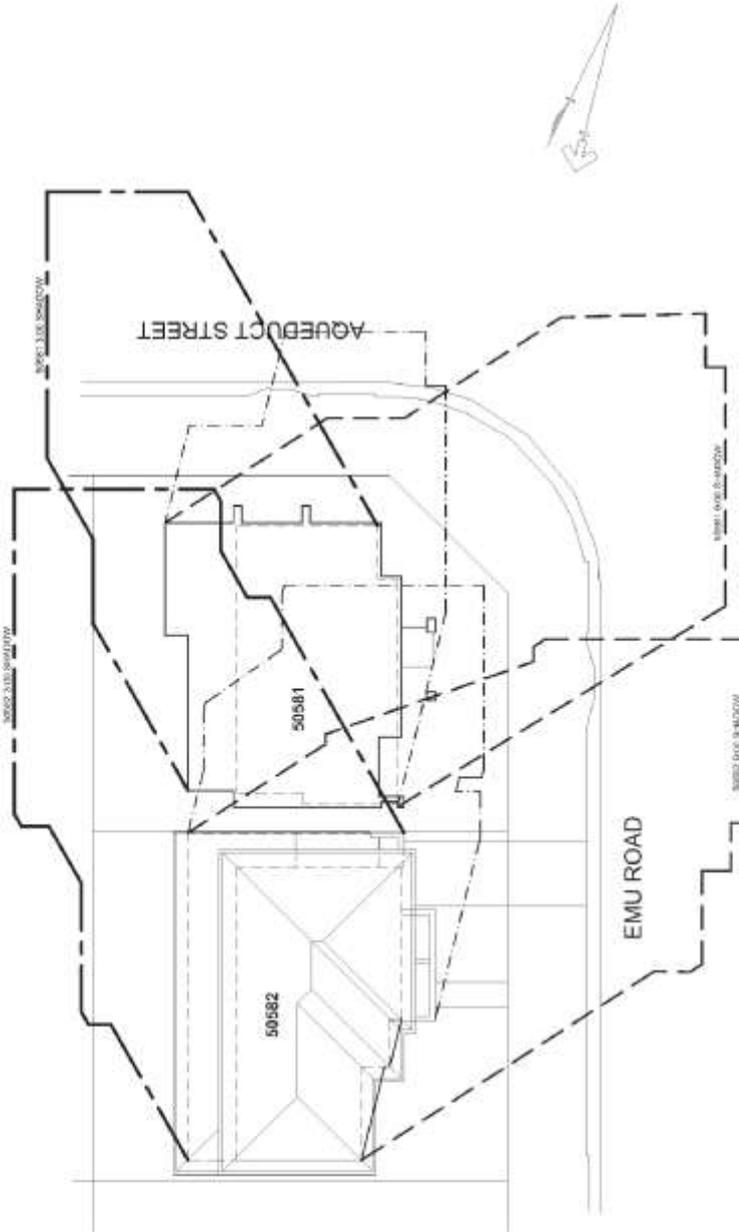
stormwater + soil engineers  
email: [admin@stormwaterengineers.com.au](mailto:admin@stormwaterengineers.com.au)  
tel: 06-533 00 19/05

*L. Savage*  
Leon Savage  
B.E. (Civil), M.E. (Aust.)

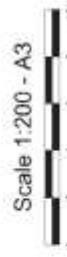
PROJECT	PROPOSED DWELLING AT	DRAWING No	stormwater drainage & rainwater reuse
1/Stormwater drawings/020517 lot 50582 emu	proposed dwelling at lot 50582 emu road, apperagon	020517	

**complying development certificate issue**

05  
SHEET



WINTER SHADOW - JUNE 22	
TIME	LINE TYPE (KEY)
9:00 am	---
12:00 noon	---
3:00 pm	---



**Boka-Krslovic Homes**  
1000/1001 St Albans Rd, St Albans, VIC 3023  
 03 9477 1111  
 www.bokakrslovichomes.com.au

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Proposed New Dwelling  
 Leppington 5058 Pty. Ltd.

SHADOW DIAGRAMS - WINTER  
 LOT 50581 AQUEDUCT STREET, LEPPINGTON

28th September 2017  
 DO NOT SCALE  
 SHEET 11



## ATTACHMENT 1 - RECOMMENDED CONDITIONS

### 1.0 - General Conditions of Consent

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

- (1) **Approved Plans and Documents** - Development shall be carried out in accordance with the following plans and documentation, and all recommendations made therein, except where amended by the conditions of this development consent:

Plan Reference/ Drawing No.	Name of Plan	Prepared by	Date
Dwg No. 14069 Issue B-5	Perspective plan	Blue Tongue Homes	25 August 2017
	Site plan		
	Lot G ground floor		
	Lot G upper floor		
	Lot G elevations front and rear		
	Lot G elevations left and right		
	Lot G section A-A		
	Lot H ground floor plan		
	Lot H upper floor plan		
	Lot H elevations front and rear		
	Lot H elevations left and right		
	Lot H section A-A		
	Torrens subdivision plan		
	Landscape plan		
Dwg No. 14069 Issue B-6	Strata plan of subdivision	Blue Tongue Homes	31 October 2017

Document Title	Prepared by	Date
BASIX Certificate No. 781508M	Efficient Living	2 December 2016
Waste Management Plan Lot G	Blue Tongue Homes	10 February 2017
Waste Management Plan Lot H	Blue Tongue Homes	10 February 2017

- (2) **BASIX Certificate** - The applicant shall undertake the development strictly in accordance with the commitments listed in the approved BASIX certificate(s) for the development to which this consent applies.

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- (3) **Building Code of Australia** - All building work shall be carried out in accordance with the BCA. In this clause, a reference to the BCA is a reference to that Code as in force on the date the application for the relevant Construction Certificate is made.
- (4) **Home Building Act** - Pursuant to Section 80A(11) of the *EP&A Act 1979*, residential building work within the meaning of the *Home Building Act 1989* shall not be carried out unless the PCA for the development to which the work relates:
- a) in the case of work for which a principal contractor has been appointed:
    - i) has been informed in writing of the name and licence number of the principal contractor; and
    - ii) where required has provided an insurance certificate with the name of the insurer by which the work is insured under Part 6 of that Act.
  - b) in the case of work to be carried out by an owner-builder:
    - i) has been informed in writing of the name of the owner-builder, and
    - ii) if the owner-builder is required to hold an owner-builder permit under that Act; has provided a copy of the owner builder permit.

- (5) **Home Building Act – Insurance** - Building work that involves residential building work within the meaning of the *Home Building Act 1989*, shall not commence until such time as a contract of insurance is in force in accordance with Part 6 of that Act.

This clause does not apply:

- a) to the extent to which an exemption is in force under Clause 187 or 188 of the EP&A Regulation 2000, subject to the terms of any condition or requirement referred to in Clause 187(6) or 188(4) of the EP&A Regulation 2000; or

to the erection of a temporary building, other than a temporary structure to which subclause (1A) of Clause 98 of the EP&A Regulation 2000 applies.

- (6) **Shoring and Adequacy of Adjoining Property Works** - If the approved development involves an excavation that extends below the level of the base of the footings of a building, structure or work on adjoining land, the person having the benefit of the consent shall, at the person's own expense:
- a) protect and support the adjoining building, structure or work from possible damage from the excavation; and
  - b) where necessary, underpin the building, structure or work to prevent any such damage.

This condition does not apply if the person having the benefit of the consent owns the adjoining land or the owner of the adjoining land has given consent in writing to that condition not applying

A copy of the written consent must be provided to the PCA prior to the excavation commencing.



- (7) **Boundary Fencing** – All boundary fencing is to be in accordance with the Turner Road DCP 2007.

## 2.0 – Prior to Issue of a Construction Certificate

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

- (1) **Registration of Land** – Proof of registration with the NSW Land & Property Information of the Torrens plan of subdivision (Stage 1) of this consent shall be provided to the PCA.
- (2) **Structural Engineer's Details** - The piers/slabs/footings/structural elements shall be designed and certified by a suitably qualified structural engineer and shall take into consideration the recommendations of any geotechnical report applicable to the site. A statement to that effect shall be provided to the Certifying Authority.
- (3) **Building Platform** - This consent restricts excavation or fill for the purposes of creating a building platform. The building platform shall not exceed 2m from the external walls of the building. Where the external walls are within 2m of any property boundary, no parallel fill is permitted and a deepened edge beam to natural ground level shall be used. Details demonstrating compliance shall be provided to the Certifying Authority with the Construction Certificate application.
- (4) **Driveway Gradients and Design** – The design of all driveways shall comply with AS 2890.1-2004 'Off street car parking' and:
- the driveway shall comply with Council's Access Driveway Specifications: <http://www.camden.nsw.gov.au/assets/pdf/Development/Residential-Vehicle-Crossing-Specification.pdf>
  - the driveway shall be at least 1m from any street tree, stormwater pit or service infrastructure;
  - the level for the driveway across the footpath area shall achieve a gradient of 4%, and
  - a Driveway Crossing Approval (PRA) must be obtained prior to the issue of a Construction Certificate.

Details demonstrating compliance shall be provided to the Certifying Authority prior to issue of a Construction Certificate.

- (5) **Salinity (Dwellings & Outbuildings)** – The dwelling, landscaping and associated works for the development shall comply with the requirements of the salinity investigation and management plan report, proposed residential subdivision Stage 4 Gregory Hills project No. 76568.00 Dated July 2013 prepared by Douglas Partners.

Alternatively, a site specific analysis including recommendations, prepared by a suitably qualified consultant and referencing Australian Standard AS2870-2011 and Council's Engineering Specifications, shall be submitted to the Certifying Authority.



Details demonstrating compliance shall be provided to the Certifying Authority with the Construction Certificate application.

- (6) **Long Service Levy** - In accordance with Section 34 of the *Building and Construction Industry Long Service Payments Act 1986*, the applicant shall pay a long service levy at the prescribed rate to either the Long Service Payments Corporation or Council for any building work that cost \$25,000 or more.
- (7) **Studio Dwelling** - The studio dwelling(s) shall be fire and acoustically separated from any garage or other part of the building which is not directly associated with that dwelling. Separation shall be provided in accordance the Building Code of Australia.

Details demonstrating compliance shall be provided to the Certifying Authority with the Construction Certificate application.

### 3.0 - Prior to Commencement of Works

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

- (1) **Notice of PCA Appointment** - Notice shall be given to Council at least two (2) days prior to subdivision and/or building works commencing in accordance with Clause 103 of the EP&A Regulation 2000. The notice shall include:
- a) a description of the work to be carried out;
  - b) the address of the land on which the work is to be carried out;
  - c) the registered number and date of issue of the relevant development consent;
  - d) the name and address of the PCA, and of the person by whom the PCA was appointed;
  - e) if the PCA is an accredited certifier, his, her or its accreditation number, and a statement signed by the accredited certifier consenting to being appointed as PCA; and
  - f) a telephone number on which the PCA may be contacted for business purposes.
- (2) **Notice of Commencement of Work** - Notice shall be given to Council at least two (2) days prior to subdivision and/or building works commencing in accordance with Clause 104 of the EP&A Regulation 2000. The notice shall include:
- a) the name and address of the person by whom the notice is being given;
  - b) a description of the work to be carried out;
  - c) the address of the land on which the work is to be carried out;



- 
- d) the registered number and date of issue of the relevant development consent and construction certificate;
  - e) a statement signed by or on behalf of the PCA/developer (only where no PCA is required) to the effect that all conditions of the consent that are required to be satisfied prior to the work commencing have been satisfied; and
  - f) the date on which the work is intended to commence.
- (3) **Construction Certificate Required** - In accordance with the provisions of Section 81A of the *EP&A Act 1979*, construction or subdivision works approved by this consent shall not commence until the following has been satisfied.
- a) a Construction Certificate has been issued by a Certifying Authority;
  - b) a Principal Certifying Authority (PCA) has been appointed by the person having benefit of the development consent in accordance with Section 109E of the *EP&A Act 1979*;
  - c) if Council is not the PCA, Council is notified of the appointed PCA at least two (2) days before building work commences;
  - d) the person having benefit of the development consent notifies Council of the intention to commence building work at least two (2) days before building work commences; and
  - e) the PCA is notified in writing of the name and contractor licence number of the owner/builder intending to carry out the approved works.
- (4) **Sign of PCA and Contact Details** - A sign shall be erected in a prominent position on the site stating the following:
- a) that unauthorised entry to the work site is prohibited;
  - b) the name of the principal contractor (or person in charge of the site) and a telephone number on which that person can be contacted at any time for business purposes and outside working hours; and
  - c) the name, address and telephone number of the PCA.
- The sign shall be maintained while the work is being carried out, and shall be removed upon the completion of works.
- (5) **Sydney Water Approval** - The approved construction certificate plans must also be approved by Sydney Water to determine if sewer, water or stormwater mains or easements will be affected by any part of the development. Go to [www.sydneywater.com/tapin](http://www.sydneywater.com/tapin) to apply.
- A copy of the approval receipt from Sydney Water must be submitted to the PCA.
- (6) **Soil Erosion and Sediment Control** - Soil erosion and sediment controls must be implemented prior to works commencing on the site in accordance with 'Managing



Urban Stormwater – Soils and Construction ('the blue book') and any Sediment and Erosion plans approved with this development consent.

- (7) **Protection of Existing Street Trees** - No existing nature strip, street tree, tree guard, protective bollard, garden bed surrounds or root barrier installation shall be disturbed, relocated, removed or damaged during earthworks, demolition, excavation (including any driveway installation), construction, maintenance and/or establishment works applicable to this consent, without Council agreement and/or consent.

The protection methods for existing nature strip, street tree, tree guard, protective bollard, garden bed surrounds or root barrier installation during all works approved by this development consent shall be installed in accordance with AS 4970-2009 Protection of Trees on Development Sites.

#### 4.0 - During Works

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

- (1) **Construction Hours** - All work (including delivery of materials) shall be restricted to the hours of 7.00am to 5.00pm Monday to Saturday inclusive. Work is not to be carried out on Sundays or Public Holidays.
- (2) **Compliance with BCA** - All building work shall be carried out in accordance with the requirements of the BCA.
- (3) **Excavations and Backfilling** - All excavations and backfilling associated with this development consent shall be executed safely, and be properly guarded and protected to prevent them from being dangerous to life or property, and in accordance with the design of a suitably qualified structural engineer.

If an excavation extends below the level of the base of the footings of a building on an adjoining allotment, the person causing the excavation shall:

- a) preserve and protect the building from damage;
- b) if necessary, underpin and support the building in an approved manner; and
- c) give at least seven (7) days notice to the adjoining owner before excavating, of the intention to excavate

The principal contractor, owner builder or any person who needs to excavate and undertake building work, shall contact "Dial Before You Dig" prior to works commencing, and allow a reasonable period of time for the utilities to provide locations of their underground assets.

This condition does not apply if the person having the benefit of the development consent owns the adjoining land or the owner of the adjoining land has given consent in writing to that condition not applying

- (4) **Retaining Walls** - The following restrictions apply to any retaining wall erected within the allotment boundaries:

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- a) retaining walls shall be constructed a minimum of 300mm from any property boundary to ensure all associated drainage and backfill remain wholly within the subject property;
  - b) adequate provisions shall be made for surface and subsurface drainage of retaining walls and all water collected shall be diverted to, and connected to, a stormwater disposal system within the property boundaries;
  - c) retaining walls shall not be erected within drainage easements; and
  - d) retaining walls shall not be erected in any other easement present on the land without the approval of the relevant authority benefited.
- (5) **Stormwater – Collection and Discharge Requirements** - The roof of the subject building(s) shall be provided with guttering and down pipes and all drainage lines, including stormwater drainage lines from other areas and overflows from rainwater tanks, conveyed to the street gutter.
- Connection to the drainage easement or kerb shall only occur at the designated connection point for the allotment. New connections that require the rectification of an easement pipe or kerb shall only occur with the prior approval of Camden Council.
- All roofwater shall be connected to the approved roofwater disposal system immediately after the roofing material has been fixed to the framing members. The PCA shall not permit construction works beyond the frame inspection stage until this work has been carried out.
- (6) **Works by Owner** - Where a portion of the building works do not form part of a building contract with the principal contractor (builder) and are required to be completed by the owner, such works shall be scheduled by the owner so that all works coincide with the completion of the main building being erected by the principal contractor
- (7) **Survey Report** - The building shall be set out by a registered land surveyor. A peg out survey detailing the siting of the building in accordance with the approved plans shall be provided to the PCA prior to the pouring of concrete.
- (8) **Easements** - No changes to site levels, or any form of construction shall occur within any easements that may be located on the allotment.
- (9) **Vehicles Leaving the Site** - The construction supervisor must ensure that:
- a) all vehicles transporting material from the site cover such material so as to minimise sediment transfer;
  - b) the wheels of vehicles leaving the site.
    - i) do not track soil and other waste material onto any public road adjoining the site; and
    - ii) fully traverse the site's stabilised access point.



- (10) **Protection for Existing Trees** – The protection of existing trees (on-site and street trees) must be carried out as specified by AS 4970 Protection of Trees on Development Sites.

#### 5.0 - Prior to Issue of an Occupation Certificate

The following conditions of consent shall be complied with prior to the issue of an Occupation Certificate.

- (1) **Occupation Certificate Required**- An Occupation Certificate shall be obtained prior to any use or occupation of the development.
- (2) **Survey Certificate** - A registered surveyor shall prepare a Survey Certificate to certify that the location of the building in relation to the allotment boundaries complies with the approved plans or as specified by this consent. The Survey Certificate shall be provided to the satisfaction of the PCA.
- (3) **Registration of Land** - Documentary evidence shall be provided to the PCA confirming registration of the subject allotment with NSW Land & Property Information.
- (4) **Driveway Crossing Construction** – A footpath crossing (where required) and a driveway crossing shall be constructed in accordance with this development consent and the driveway crossing approval prior to use or occupation of the development.
- (5) **Waste Management Plan** - The PCA shall ensure that all works have been completed in accordance with the approved waste management plan referred to in this development consent.
- (6) **House Numbering** – The dwellings on the site (existing and approved, primary and secondary) must be readily identifiable from the street by displaying their Council allocated house numbers. The allocated house numbers will be in accordance with the current Geographical Names Board of NSW Address Policy. E-mail Council at [lis\\_mailbox@camden.nsw.gov.au](mailto:lis_mailbox@camden.nsw.gov.au) to obtain the allocated house numbers. Any alternative numbering of the dwellings is not permitted.

#### 6.0 – Ongoing Use

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

- (1) **Residential Air Conditioning Units** - The operation of air conditioning units shall operate as follows:
  - a) be inaudible in a habitable room during the hours of 10pm – 7am on weekdays and 10pm to 8am on weekends and public holidays; and
  - b) emit a sound pressure level when measured at the boundary of any neighbouring residential property, at a time other than those specified in (a) above, which exceeds the background (LA90, 15 minutes) by more than 5dB(A). The source noise level shall be measured as a LAeq 15 minute



### 7.0 - Prior to Issue of a Torrens Title Subdivision Certificate

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

- (1) **Requirement for a Torrens Title Subdivision Certificate** - The application for subdivision certificate(s) shall be made in accordance with the requirements of Clause 157 of the Environmental Planning & Assessment Regulation 2000.
- (2) **Plan of Subdivision** – The issue of a Subdivision Certificate is not to occur until all conditions Part 7.0 of this development consent have been satisfactorily addressed and all engineering works are complete (where the subdivision involves engineering works), unless otherwise approved in writing by the PCA.  
  
**Note:** The final Torrens plans of subdivision shall be prepared to a quality suitable for lodgement with the NSW Land & Property Information.
- (3) **Show Easements/ Restrictions on the Plan of Subdivision** - The developer shall acknowledge all existing easements and/or restrictions on the use of the land on the final plan of subdivision.
- (4) **Burdened lots to be Identified** - Any lots subsequently identified during construction of the subdivision as requiring restrictions shall also be suitably burdened.
- (5) **Services** - Certificates and/or relevant documents shall be obtained from the following service providers and provided to the PCA:
  - a) **Energy supplier** – Evidence demonstrating that satisfactory arrangements have been made with the energy supplier to service the proposed development.
  - b) **Telecommunications** – Evidence demonstrating that satisfactory arrangements have been made with a telecommunications carrier to service the proposed development.
  - c) **Water supplier** – Evidence demonstrating that satisfactory arrangements have been made with a water supply provider to service the proposed development.
- (7) **Service Placement Confirmation** – Written confirmation from a registered surveyor shall be provided certifying that there are no services, public utilities or like straddling proposed property boundaries after subdivision.
- (8) **Section 94 Contributions – Monetary (Turner Road and Oran Park)** - A contribution pursuant to the provisions of Section 94 of the *EP&A Act 1979* for the services and amounts detailed below.

Plan Name	Contribution Type	Indexed Rate	Amount Payable
<i>Oran Park &amp; Turner Road</i>	Open Space & Recreation - Land	\$17,384	\$17,384.00

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	Acquisition	per dwelling	
<i>Oran Park &amp; Turner Road</i>	Open Space & Recreation - Works	\$10,312 per dwelling	\$10,312.00
<i>Oran Park &amp; Turner Road</i>	Open Space & Recreation - Project Management	\$226 per dwelling	\$226.00
<i>Oran Park &amp; Turner Road</i>	Community Facilities - Land Acquisition	\$222 per dwelling	\$222.00
<i>Oran Park &amp; Turner Road</i>	Community Facilities - Works	\$1,763 per dwelling	\$1,763.00
<i>Oran Park &amp; Turner Road</i>	Community Facilities - Project Management	\$38 per dwelling	\$38.00
<b>TOTAL CASH CONTRIBUTIONS</b>			<b>\$29,945.00</b>

A copy of the Oran Park and Turner Road Precincts Section 94 Contributions Plan may be inspected at Council's Camden office at 70 Central Avenue Oran Park or can be accessed on Council's website at [www.camden.nsw.gov.au](http://www.camden.nsw.gov.au).

The amount of contribution payable under this condition has been calculated at the date of consent. In accordance with the provisions of the Contributions Plan, this amount shall be indexed at the time of actual payment in accordance with the applicable Index.

- (9) **Section 88B Instrument** - The applicant shall prepare a Section 88B Instrument for approval by the PCA which incorporates the following easements, positive covenants and restrictions to user where necessary:
- a) restriction as to user over lots which stipulates that footings shall be designed by a suitably qualified civil and/or structural engineer;
  - b) restriction as to user preventing the alteration of the final overland flow path shape, and the erection of any structures (other than open form fencing) in the overland flow path without the written permission of Council;
  - c) restriction as to user directing that the burdened lot shall not be developed other than in accordance with the approved plan DA/2017/167/1;
  - d) restriction as to user on all lots requiring that all construction works that include earthworks, imported fill, landscaping, roads, buildings and associated infrastructure must be carried out in accordance with the management

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strategies as contained within the salinity investigation and management plan report, proposed residential subdivision Stage 4 Gregory Hills project No. 78568.00 Dated July 2013 prepared by Douglas Partners

- e) party wall easement identifying the building footprint and the associated common wall ("party wall") easement associated with the development;
  - f) creation of reciprocal easements and positive covenants over both proposed lots shall be provided to drain roof water and maintain gutters, downpipes and stormwater lines;
- (10) **Special Infrastructure Contribution** - The applicant shall make a special infrastructure contribution (SIC) in accordance with the determination made by the Minister administering the *EP&A Act 1979* under Section 94EE of that Act and as in force on the date of this consent. This contribution shall be paid to the Department of Planning and Environment (DPE).

Evidence of payment of the SIC shall be provided to Council and the Certifying Authority.

Alternatively, the applicant must obtain written confirmation from DPE that the SIC is not required to be paid for the approved development.

#### 8.0 - Prior to Issue of a Strata Subdivision Certificate

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

- (1) **Strata Plan of Subdivision** - Sections 37 and 37A of the *Strata Schemes (Freehold Development) Act 1973* require an application to be provided to Council or a PCA for approval prior to the issue of the certified strata plan of subdivision.

The applicant will be required to submit documentary evidence that the property has been developed in accordance with the plans approved by this development consent DA/2017/167/1, and of compliance with the relevant conditions of consent, prior to the issuing of a Strata Plan of Subdivision.

**Note.** The final strata plan of subdivision shall be prepared to a quality suitable for lodgement with the NSW Land & Property Information.

- (2) **Services** - Certificates and/or relevant documents shall be obtained from the following service providers and provided to the PCA:
- a) Energy supplier – Evidence demonstrating that satisfactory arrangements have been made with the energy supplier to service the proposed development.
  - b) Telecommunications – Evidence demonstrating that satisfactory arrangements have been made with a telecommunications carrier to service the proposed development.



- 
- c) Water supplier – Evidence demonstrating that satisfactory arrangements have been made with a water supply provider to service the proposed development.
  - (3) **Burdened Lots to Be Identified** – Any lots subsequently identified during construction of the subdivision as requiring restriction shall also be suitably burdened.
  - (4) **Subdivision Certificate** - The issue of a Strata Subdivision Certificate is not to occur until evidence of satisfactory frame inspection for both dwellings from an Accredited Certifier has been presented to the Principal Certifying Authority for the subdivision.





**CONSTRUCTION IS TO BE IN ACCORDANCE WITH BCA AND OTHER RELEVANT AUSTRALIAN STANDARDS.**

**TERMITES PROTECTION TO AS3660.2-2000**

**NOTE:**  
ALL DIMENSIONS ARE TO STRUCTURAL ELEMENTS ONLY. ROOM SIZES ARE SUBJECT TO SELECTED FINISHES.

**SMOKE DETECTORS**

**FRONT ELEVATION**  
1:100

**REAR ELEVATION**  
1:100

**GENERAL NOTES:**  
THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL OTHER DRAWINGS AND SPECIFICATIONS FOR THIS PROJECT.  
BIMBAUNG IS A RESERVE INDEAL.  
VERIFY ALL DIMENSIONS BEFORE PERFORMING CONSTRUCTION.  
CALL DIMENSIONS TO THE APPROXIMATE AND LEGAL STANDARDS AND ARE NOT TO BE CONSIDERED AS A GUIDE TO THE EXACT DIMENSIONS.  
MATERIALS TO BE USED AS SPECIFIED.

**OWNER SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**OWNER SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**CLIENT:** **BLUETONGUE HOMES**

**PROPERTY ADDRESS:**  
LOT 404, DP 1137230  
KAWANACHET  
GREGORY HILLS, NEW 2867

**CPA:** **CAMDEN**

DRAWING NO:	DATE:	SCALE:	SHEET:
14069	25.08.17	B-5	5/14
DRAWING TITLE:		FASCITE: CUSTOM	
HOUSE NAME: CUSTOM			

**BlueTongue**  
**H O M E S**  
www.bluetonguehomes.com.au  
info@bluetonguehomes.com.au  
VIC 3211 2729 8051

**CONSTRUCTION IS TO BE IN ACCORDANCE WITH BCA AND OTHER RELEVANT AUSTRALIAN STANDARDS.**

**TERMITE PROTECTION TO AS3660.2-2000**

**NOTE:**  
DIMENSIONS ARE TO STRUCTURAL ELEMENTS ONLY.  
ROOM SIZES ARE SUBJECT TO SELECTED FINISHES.

**SMOKE DETECTORS**

**LEFT ELEVATION**  
1:100

**RIGHT ELEVATION**  
1:100

© THE MATERIALS, THE PROPERTY OF, BELONGING TO THE ARCHITECT'S FIRM OR TO ANOTHER PARTY TO THE CONTRACT. THE ARCHITECT'S FIRM OR TO ANOTHER PARTY TO THE CONTRACT. THE ARCHITECT'S FIRM OR TO ANOTHER PARTY TO THE CONTRACT. THE ARCHITECT'S FIRM OR TO ANOTHER PARTY TO THE CONTRACT.

**GENERAL NOTES:**  
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.  
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.  
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.  
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.  
5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.

**OWNER SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**OWNER SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**CLIENT:** **BLUETONGUE HOMES**

**PROPERTY ADDRESS:**  
LOT 404, DP 1197230  
KAYAMACH ST  
GREGORY HILLS, NSW 2867

**C.P.A.:** **CAMDEN**

<b>TRAINING</b>	<b>SOUP</b>
<b>LOT G ELEVATIONS</b>	<b>B-5</b>
<b>DATE:</b> 25.08.17	<b>SHIELD:</b> 6/14
<b>PRINTED NO:</b> 14069	<b>FRAME:</b> CUSTOM
<b>FINISH NAME:</b> CUSTOM	

www.bluetonguehomes.com.au  
116 Bluetongue Way, Camden NSW 2867  
Tel: (02) 4729 8881

**CONSTRUCTION IS TO BE IN ACCORDANCE WITH BCA AND OTHER RELEVANT AUSTRALIAN STANDARDS.**

**TERMITES PROTECTION TO AS3660.2-2000**

**NOTE:**  
ALL DIMENSIONS ARE TO STRUCTURAL ELEMENTS ONLY.  
ROOM SIZES ARE SUBJECT TO SELECTED FINISHES.

**SMOKE DETECTORS**

**GENERAL NOTE:**  
THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL OTHER DRAWINGS AND SPECIFICATIONS FOR THIS PROJECT. DIMENSIONS TO FACE UNLESS OTHERWISE SPECIFIED.

**SMOKE DETECTORS:**  
SMOKE DETECTORS TO BE PROVIDED IN ALL ROOMS.

**TERMITES PROTECTION:**  
TERMITES PROTECTION TO BE PROVIDED IN ALL ROOMS.

**SMOKE DETECTORS:**  
SMOKE DETECTORS TO BE PROVIDED IN ALL ROOMS.

**FRONT ELEVATION**  
1:100

**REAR ELEVATION**  
1:100

**OWNER SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**OWNER SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**CLIENT:** **BLUETONGUE HOMES**

**PROPERTY ADDRESS:**  
LOT 404, DP 1197230  
KAWANAGH ST  
GREGORY HILLS, NEW 2867

**CPA:** **CAMDEN**

<b>TRAINING LOT# ELEVATIONS</b>	<b>SOFT#</b>	<b>B-5</b>
<b>DATE:</b> 25.08.17	<b>SOFT#:</b> 10/14	<b>FOURTH:</b> CUSTOM
<b>DRAWING NO.:</b> 14069	<b>FOURTH:</b> CUSTOM	<b>FOURTH:</b> CUSTOM

**HOUSE NAME:** **CUSTOM**

**BlueTongue**  
**HOMES**  
www.bluetonguehomes.com.au  
1800 888 888  
1800 888 888

**CONSTRUCTION IS TO BE IN ACCORDANCE WITH BCA AND OTHER RELEVANT AUSTRALIAN STANDARDS.**

**TERMITE PROTECTION TO AS3660.2-2000**

**NOTE:**  
DIMENSIONS ARE TO STRUCTURAL ELEMENTS ONLY.  
ROOM SIZES ARE SUBJECT TO SELECTED FINISHES.

**SMOKE DETECTORS**

**LEFT ELEVATION 1:100**

**RIGHT ELEVATION 1:100**

**© THE MATERIALS, THE PROPERTIES OF WHICH ARE NOT TO BE QUALIFIED, ARE SET FORTH IN THE CONTRACT PARTICULARS.**

**GENERAL NOTES:**  
THIS DRAWING IS TO BE USED IN CONNECTION WITH ALL OTHER DRAWINGS, A CONTRACT, PARTICULARS AND SPECIFICATION FOR THE WORK.  
- BUILDING IN ACCORDANCE WITH LOCAL CONSTRUCTION.  
- VERIFY ALL DIMENSIONS ON SITE BEFORE COMMENCEMENT.  
- ALL DIMENSIONS ARE APPROXIMATE AND NOT TO BE TAKEN AS FINAL. ALL DIMENSIONS TO FACE UNLESS OTHERWISE STATED.  
- VERIFY ALL DIMENSIONS ON SITE BEFORE COMMENCEMENT.

**OWNER'S SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**OWNER'S SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**CURT:** **BLUETONGUE HOMES**

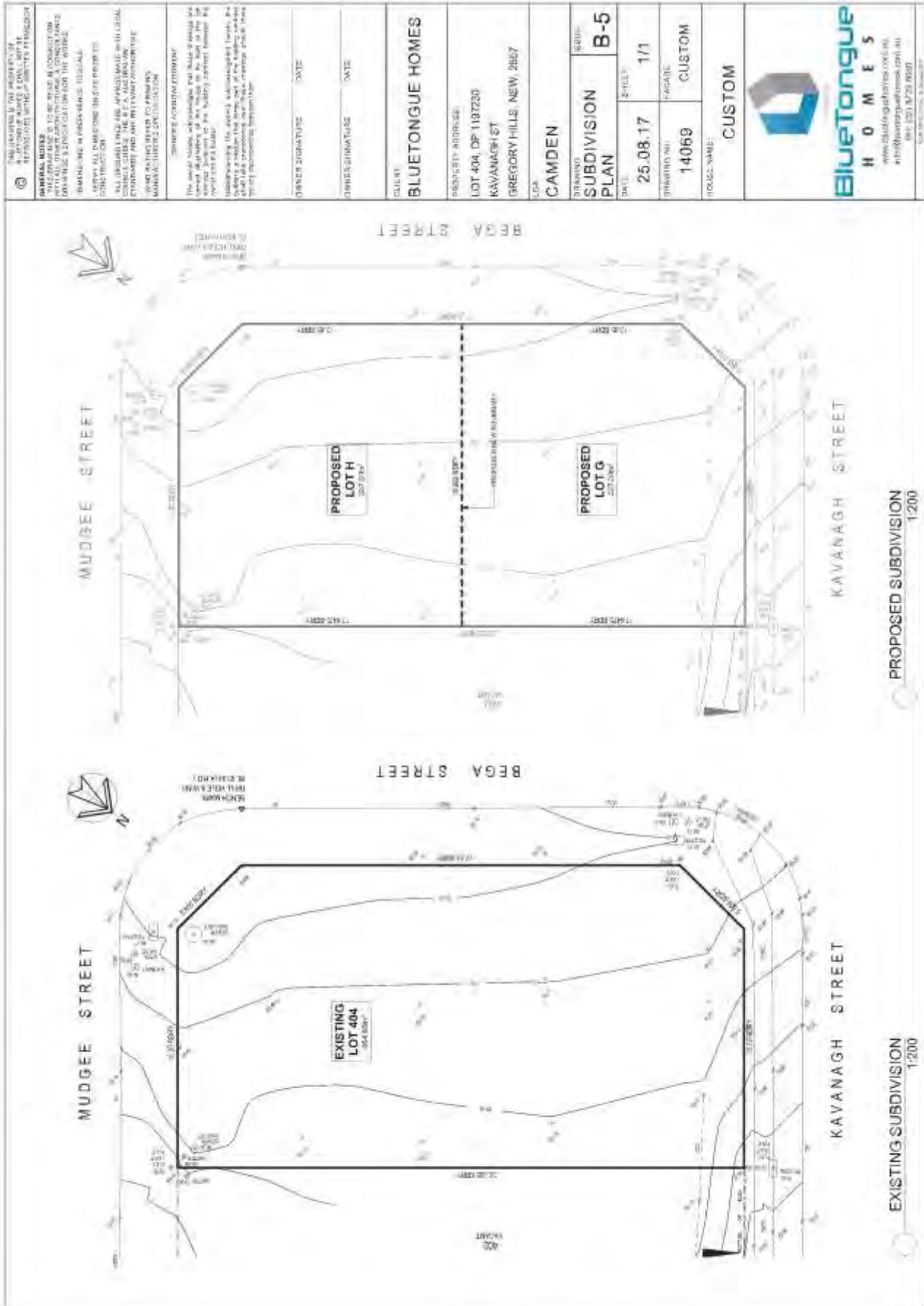
**PROPERTY ADDRESS:**  
LOT 404, DP 1197230  
KAYAMACH ST  
GREGORY HILLS, NEW 2867

**S.P.A.** **CAMDEN**

<b>DRAWING LOT H ELEVATIONS</b>	<b>SCALE B-5</b>	
<b>DATE 25.08.17</b>	<b>SHEET 11/14</b>	
<b>DRAWING NO 14069</b>	<b>FRAGILE CUSTOM</b>	
<b>TITLE NAME: CUSTOM</b>		

**BlueTongue HOMES**  
www.bluetonguehomes.com.au  
11888 Harrop Rd, Newnes, VIC 3159  
Tel: (03) 4729 8991

LVA 18/12/15, 3/1/2016



**PLANTING NOTES**

1. ALL PLANTING TO BE INSTALLED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE LANDSCAPE ARCHITECT.

2. ALL PLANTING TO BE INSTALLED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE LANDSCAPE ARCHITECT.

3. ALL PLANTING TO BE INSTALLED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE LANDSCAPE ARCHITECT.

4. ALL PLANTING TO BE INSTALLED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE LANDSCAPE ARCHITECT.

5. ALL PLANTING TO BE INSTALLED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE LANDSCAPE ARCHITECT.

6. ALL PLANTING TO BE INSTALLED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE LANDSCAPE ARCHITECT.

7. ALL PLANTING TO BE INSTALLED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE LANDSCAPE ARCHITECT.

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9. ALL PLANTING TO BE INSTALLED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE LANDSCAPE ARCHITECT.

10. ALL PLANTING TO BE INSTALLED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE LANDSCAPE ARCHITECT.

**LANDSCAPE PLAN**  
1:200

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**GENERAL NOTES**

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.

2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.

3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.

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10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.

**OWNER SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**OWNER SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**CLIENT**  
**BLUETONGUE HOMES**

**PROPERTY ADDRESS**  
LOT 404, DP 1197230  
KAVANAGH ST  
GREGORY HILLS, NSW 2867  
C.P.A.  
**CAMDEN**

**DRAWING**  
**LANDSCAPE PLAN** **SCALE** **B-5**

**DATE** 25.08.17 **SHEET** 1/1

**DRAWING NO** 14069 **PACKAGE** CUSTOM

**PROJECT NAME** CUSTOM

**BlueTongue HOMES**  
www.bluetonguehomes.com.au  
115 Blenheim Avenue, Camden NSW 2867  
Ph: (02) 4729 8991

**GF STRATA PLAN 1:200**

**FF STRATA PLAN 1:200**

**GENERAL NOTES:**  
 1. THIS STRATA PLAN IS TO BE RECALLED AT THE DISCRETION OF THE DEVELOPER.  
 2. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM THE LOCAL COUNCIL.  
 3. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM THE LOCAL COUNCIL.  
 4. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM THE LOCAL COUNCIL.  
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 10. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM THE LOCAL COUNCIL.

**OWNER INFORMATION:**  
 COMPANY: BLUE TONGUE HOMES  
 PROJECT ADDRESS: LOT 404, DP 1137230  
 KAVANAGH ST  
 GREGORY HILLS, NEW, 2867  
 LGA: CAMDEN  
 STRATA PLAN: B-6  
 DATE: 31.10.17  
 DRAWING NO: 14069  
 FACILITY: CUSTOM  
 PROJECT NAME: CUSTOM

**BlueTongue HOMES**  
 www.bluetonguehomes.com.au  
 info@bluetonguehomes.com.au  
 PH: (02) 4729 8821

Attachment 2

Attachment 2

ORD05

**Details of Conditions:****1.0 - General Conditions of Consent**

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

- (1) **Approved Plans and Documents** - Development shall be carried out in accordance with the following plans and documentation, and all recommendations made therein, except where amended by the conditions of this development consent:

Plan Reference/ Drawing No.	Name of Plan	Prepared by	Date
Untitled	Location Plan		Undated
Sheet 1, Issue D		Hakim Hamzah	21 May 2016
Sheet 3, Issue D	Site plan	RE	6 October 2017
Sheet 4, Issue A	Floor plan	Hakim Hamzah	14 May 2016
Sheet 5, Issue D	Site Layout	Hakim Hamzah	14 May 2016
Sheet 6, Issue D	East Elevations	RE	6 October 2017
Sheet 7, Issue D	West Elevations	RE	6 October 2017
Sheet 8, Issue D	North Elevations	RE	6 October 2017
Sheet 9, Issue D	South Elevations	RE	6 October 2017
Sheet 10, Issue D	Typical Frame Detail	RE	6 October 2017
Sheet 11, Issue D	Site layout – shed, cabins, amenities, office	Hakim Hamzah	14 May 2016
A102	Plant room floor plan	Linea Verde Design	28 November 2016
A103	Plant room elevations	Linea Verde Design	28 November 2016
A104	Carpark dimension plan	Linea Verde Design	20 July 2017
1618 sheet 1 revision B	Stormwater Concept Plan	BMB Engineers	23 October 2017
1618 sheet 2 revision B	Key Diagram	BMB Engineers	23 October 2017
1618 sheet 3 revision B	Stormwater Concept Plan	BMB Engineers	23 October 2017
1618 sheet 4 revision B	Stormwater Catchment Plan	BMB Engineers	23 October 2017
1618 sheet 4 revision B	Cross-section of Bio-Retention Pond	BMB Engineers	23 October 2017
1618 sheet 4 revision A	Cross-Section OSD	BMB Engineers	21 July 2017
705CUTH-01 sheet 1 amendment A	Proposed Carpark, Driveway and Associated Works	EPIC Engineers	October 2017
705CUTH-02 sheet 1 amendment A	Carpark Plan	EPIC Engineers	October 2017

Document Title	Prepared by	Date
Statement of Environmental Effects	Unknown	18 April 2017
Salinity Management Plan – EP0438_02	EP Risk	19 December 2016
Preliminary Site Investigation – EP0438_01	EP Risk	15 December 2016
On-site Wastewater Management Report – REF-17-4381	Envirotech	14 February 2017
Bushfire Risk Assessment Certificate	Douglas Macarthur	30 September 2017

- (2) **Building Code of Australia** - All building work shall be carried out in accordance with the BCA. In this clause, a reference to the BCA is a reference to that Code as in force on the date the application for the relevant Construction Certificate is made.
- (3) **Engineering Specifications** - The entire development shall be designed and constructed in accordance with Council's Engineering Specifications.
- (4) **Protect Existing Vegetation and Natural Landscape Features** - Approval must be sought from Council prior to the removal, pruning, impact upon or any disturbance of the existing vegetation and natural landscape features, other than any existing vegetation and/or natural landscape feature authorised for removal, pruning, impact upon or disturbance by this development consent.

The following procedures shall be strictly observed:

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

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

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

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

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

- (5) **Prohibition of Burning** - The open burning of waste and other refuse is prohibited throughout the Camden LGA.
- (6) **Noxious Weeds Management** - Any noxious or environmentally invasive weed infestations that occur during or after works must be fully and continuously suppressed and destroyed by appropriate means. New infestations must be reported to Council.

Pursuant to the *Noxious Weeds Act 1993*, the applicant must at all times ensure that any machinery, vehicles or other equipment entering or leaving the site are clean and free from any noxious weed material.

Earth moved containing noxious weed material must be disposed of at any approved waste management facility and be transported in compliance with the *Noxious Weeds Act 1993*.

- (7) **Conditional Approval for Tree Removal** - Consent is granted for the removal of only those trees and vegetation located within the footprint of the proposed greenhouses and access road and as shown on the plan prepared by Hakim Hamzah Project Services Consultants drawing no. 191216, sheet 3 issue D dated 19/12/2016

The following conditions apply;

- a) Approved tree works are to be undertaken in accordance with the relevant provisions of AS 4373 'Pruning of amenity trees' and is to be carried out in accordance with the WorkCover NSW Code of Practice for the Amenity Tree Industry.
- b) Approved tree work should only be carried out by a fully insured and qualified Arborist. Suitable qualifications for an Arborist are to be a minimum standard of Australian Qualification Framework (AQF) Level 3 in Arboriculture for the actual carrying out of tree works and AQF Level 5 in Arboriculture for Hazard, Tree Health and Risk Assessments and Reports.
- c) This consent does not grant access to adjoining land. The applicant must negotiate any issues of access with adjoining property owners.
- d) In the case of obvious nesting hollows being present within the tree/s an experienced wildlife handler (member of NANA or WIRES) is to be present during the tree work. Relocation of wildlife from the nesting hollows and the creation of new nesting opportunities shall be provided elsewhere on the property at a rate of one for one. Relocated hollow sections of nesting boxes are to be installed within existing trees for any animals removed. The design of these boxes is to conform to those designs outlined within the publication: The Nestbox Book. At least one relocated hollow or nest box is to be installed for each hollow removed that has been considered to have accommodated wildlife (irrespective of whether the hollow had an animal in it at the time of removal/assessment).
- e) Green waste and or timber generated from the approved tree work is to be recycled into mulch and reused on site or transferred to a designated facility for composting. Stock piles of green waste or processed timber for reuse including firewood must be stored behind the building line or place out view from the street within 28 days of the tree works authorised by this consent.

- f) All reasonable measures must be taken to protect the remaining vegetation on the site from damage during the approved tree works.
- g) The issuing of this Consent is conditioned upon the planting and maintenance of thirty (30) replacement local native trees as a means to achieve a "No Nett Loss" approach to vegetation management. The plantings shall consist of minimum 25 litre container stock and must consist of one or more of the following species; Eucalyptus tereticornis (Forest Red Gum), Eucalyptus moluccana (Grey Box), Corymbia maculate (Spotted Gum) or Eucalyptus crebra (Narrow Leaved Ironbark).
- h) The plantings shall be installed on the subject property positioned on the southern side of landscaping of the greenhouses to assist in providing greater level of vegetative screening between the site and the closest adjoining residence.
- i) Replacement trees must be cared for and maintained until they reach a height of three (3) metres, the point at which the trees are protected by Council's tree preservation provisions. Should any of the tree/s die before they reach the required height of three (3) metres then they shall be replaced with another tree/s.
- j) At the appropriate time the applicant shall make arrangements for a Council officer to inspect the plantings (referred to in the clause above) to ensure that Council's objectives for vegetation management are being achieved.

## 2.0 – Prior to Issue of a Construction Certificate

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

- (1) **Structural Engineer's Details** - The piers/slabs/footings/structural elements shall be designed and certified by a suitably qualified structural engineer and shall take into consideration the recommendations of any geotechnical report applicable to the site. A statement to that effect shall be provided to the Certifying Authority.
- (2) **Civil Engineering Plans** - Civil engineering plans indicating drainage, roads, accessways, earthworks, pavement design, details of line-marking, traffic management, water quality and quantity facilities including stormwater detention and disposal, shall be prepared in accordance with the approved plans and Council's Engineering Design and Construction Specifications. Details demonstrating compliance shall be provided to the Certifying Authority with the Construction Certificate application.

A stormwater plan is to be submitted to the Certifying Authority prior to the augmentation of the existing drainage system to accommodate drainage from the approved development and to protect other property to the satisfaction of the Certifying Authority.

**Note** – Under the *Roads Act 1993*, only the Roads Authority can approve commencement of works within an existing road reserve.

- (3) **Stormwater Detention and Water Quality** - An on-site detention system and water quality system shall be provided for the site and designed in accordance with Council's Engineering Specifications.

Where a Construction Certificate is required by this development consent, a detailed on-site detention and water quality report reflecting the Construction Certificate plans shall be provided to the Certifying Authority with the Construction Certificate application.

Where a Construction Certificate is not required by this development consent, a detailed on-site detention and water quality report reflecting the approved development application plans and Council's Engineering Specifications shall be provided to Council prior to works commencing.

- (4) **Soil, Erosion, Sediment and Water Management** - An erosion and sediment control plan shall be prepared in accordance with Council's Engineering Specifications. Details demonstrating compliance shall be provided to the Certifying Authority with the Construction Certificate application.
- (5) **Long Service Levy** - In accordance with Section 34 of the *Building and Construction Industry Long Service Payments Act 1986*, the applicant shall pay a long service levy at the prescribed rate to either the Long Service Payments Corporation or Council for any building work that cost \$25,000 or more.
- (6) **Damages Bonds** - The applicant is to lodge a bond with Council to ensure any damage to existing public infrastructure is rectified in accordance with Council's Development Infrastructure Bonds Policy.

**Note** – An administration fee is payable upon the lodgement of a bond with Council.

- (7) **Sewage Management System** – All domestic wastewater generated by this development must be connected to an on-site sewage management system approved by Camden Council. In this regard an Approval to Install a Sewage Management System under section 68 of the Local Government Act 1993 shall be obtained from Council prior to issuing of the construction certificate.
- (8) **Detailed Landscape Plan** - Landscape plan must be prepared and include the following screen planting specifications;
- a. Small trees/tall shrub species capable of reaching a minimum mature height of 4 metres shall be planted within 10 metres outside of the southern, eastern and western sides of the proposed greenhouses and planted in staggered rows as shown in the Figure 1. Planting Matrix of ATTACHMENT A - Advice. The matrix is to be repeated every 4 metres for the entire length of the greenhouses.
  - b. Matrix planting area preparation shall consist of sub grade rips 0.5m apart to a minimum depth of 0.4m followed by cultivation of the top soil at a depth of 100mm.
  - c. Individual planting holes shall be excavated to twice the depth and the width of the new tree root-ball and backfilled with quality garden mix.
  - d. A 75mm layer of leaf mulch shall be applied evenly over the entire planting area after planting.

- e. The planting stock shall consist of minimum 5 litre container stock and must consist of a mix of at least four different species with known performance in the Camden district. Suggested species; Callistemon, Grevillea, Hakea, Leptospermum, Melaleuca, Pittosporum, Viburnum or Syzygium.
- f. Prior to issue of OC the applicant shall make arrangements for a Council officer to inspect the planting/s (referred to in the clause above) to ensure that the screen planting is achieved.
- (9) **Pollutants** - Discharge of pollutants is strictly forbidden. Measures to prevent the pollution of waters, air and land shall be incorporated into the development to comply with the requirements of the *Protection of the Environment Operations Act 1997*.
- Where there is potential for pollutant discharge, a report by a suitably qualified expert shall be provided to the PCA detailing the pollution mitigation measures incorporated into the building design so that any discharges comply with the requirements of the *Protection of the Environment Operations Act 1997*.
- (10) **Sewage Management System** – All domestic wastewater generated by this development must be connected to an on-site sewage management system approved by Camden Council. In this regard an Approval to Install a Sewage Management System under section 68 of the Local Government Act 1993 shall be obtained from Council prior to issuing of the construction certificate.
- (11) **Demolition / Construction / Operational Waste Management Plans** – Suitable plans to address demolition, construction and operational waste as part of the business is required to be written and enforced. Relevant plans must be kept on site and be complied with until the completion of related works.
- (12) **Mechanical Plant Selection and Noise levels** - Noise from the combined operation of all pumps and mechanical plant shall not exceed the following criteria when assessed within any existing or any future residential property boundary or, where the residence is greater than 30 metres from the boundary, at a distance of 30 metres from the residence.
- LAeq, 15min 44 dB(A) Day and 45 Evening.
- Selection of suitable mechanical plant for noise assessment and control must be undertaken with the approval of a qualified acoustic consultant to ensure noise compliance can be demonstrated.
- (13) **Retaining Walls** - All retaining walls shall be designed and certified by a suitably qualified structural engineer, in accordance with Council's Engineering Specifications.
- (14) **Amended plans** – An amended Sheet 3, Issue D, Site plan is provided to the Certifying Authority reflecting the setbacks annotated on the Location Plan.
- (15) **Driveway Crossing Construction** – A driveway crossing shall be constructed in accordance with this development consent and the driveway crossing approval prior to use or occupation of the development.

The design of the B99 appropriate driveway crossing shall comply with AS 2890.1-2004 'Off street car parking' and:

- a) a Driveway Crossing Approval (PRA) must be obtained prior to the commencement of any works.

Details demonstrating compliance shall be provided to the Certifying Authority prior to issue of a Construction Certificate.

### 3.0 - Prior to Commencement of Works

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

- (1) **Public Liability Insurance** - The owner or contractor shall take out a Public Liability Insurance Policy with a minimum cover of \$20 million in relation to the occupation of, and works within, public property (i.e. kerbs, gutters, footpaths, walkways, reserves, etc) for the full duration of the proposed works. Evidence of this Policy shall be provided to Council and the Certifying Authority.
- (2) **Notice of PCA Appointment** - Notice shall be given to Council at least two (2) days prior to subdivision and/or building works commencing in accordance with Clause 103 of the EP&A Regulation 2000. The notice shall include:
  - a) a description of the work to be carried out;
  - b) the address of the land on which the work is to be carried out;
  - c) the registered number and date of issue of the relevant development consent;
  - d) the name and address of the PCA, and of the person by whom the PCA was appointed;
  - e) if the PCA is an accredited certifier, his, her or its accreditation number, and a statement signed by the accredited certifier consenting to being appointed as PCA; and
  - f) a telephone number on which the PCA may be contacted for business purposes.
- (3) **Notice of Commencement of Work** - Notice shall be given to Council at least two (2) days prior to subdivision and/or building works commencing in accordance with Clause 104 of the EP&A Regulation 2000. The notice shall include:
  - a) the name and address of the person by whom the notice is being given;
  - b) a description of the work to be carried out;
  - c) the address of the land on which the work is to be carried out;
  - d) the registered number and date of issue of the relevant development consent and construction certificate;
  - e) a statement signed by or on behalf of the PCA/developer (only where no PCA is required) to the effect that all conditions of the consent that are required to be satisfied prior to the work commencing have been satisfied; and
  - f) the date on which the work is intended to commence.
- (4) **Construction Certificate Required** - In accordance with the provisions of Section 81A of the *EP&A Act 1979*, construction or subdivision works approved by this consent shall not commence until the following has been satisfied:
  - a) a Construction Certificate has been issued by a Certifying Authority;
  - b) a Principal Certifying Authority (PCA) has been appointed by the person having benefit of the development consent in accordance with Section 109E of the *EP&A Act 1979*;

- c) if Council is not the PCA, Council is notified of the appointed PCA at least two (2) days before building work commences;
  - d) the person having benefit of the development consent notifies Council of the intention to commence building work at least two (2) days before building work commences; and
  - e) the PCA is notified in writing of the name and contractor licence number of the owner/builder intending to carry out the approved works.
- (5) **Sign of PCA and Contact Details** - A sign shall be erected in a prominent position on the site stating the following
- a) that unauthorised entry to the work site is prohibited;
  - b) the name of the principal contractor (or person in charge of the site) and a telephone number on which that person can be contacted at any time for business purposes and outside working hours; and
  - c) the name, address and telephone number of the PCA.

The sign shall be maintained while the work is being carried out, and shall be removed upon the completion of works.

- (6) **Site is to be Secured** - The site shall be secured and fenced.
- (7) **Sydney Water Approval** - The approved construction certificate plans must also be approved by Sydney Water to determine if sewer, water or stormwater mains or easements will be affected by any part of the development. Go to [www.sydneywater.com/taqm](http://www.sydneywater.com/taqm) to apply.

A copy of the approval receipt from Sydney Water must be submitted to the PCA

- (8) **Soil Erosion and Sediment Control** - Soil erosion and sediment controls must be implemented prior to works commencing on the site in accordance with 'Managing Urban Stormwater – Soils and Construction (the blue book)' and any Sediment and Erosion plans approved with this development consent.
- (9) **Dilapidation Report – Council Property** - A dilapidation report prepared by a suitably qualified person, including a photographic survey of existing public roads, kerbs, footpaths, drainage structures, street trees and any other existing public infrastructure within the immediate area of the site shall be prepared. The report must be submitted to the PCA and Council at least 2 days prior to the commencement of works.

Should any public property or the environment sustain damage during the course of and as a result of construction, or if the construction works put Council's assets or the environment at risk, Council may carry out any works necessary to repair the damage or remove the risk. The costs incurred will be deducted from the applicant's damages bond

- (10) **Construction Waste Management Plan** - A construction waste management plan must be prepared for all construction work on the site. The plan must incorporate the concept of recycling and reuse where practicable, include the requirement to dispose of material not suitable for reuse or recycling at a licenced waste facility. The plan must be kept on site for compliance until the completion of all construction works.

- (11) **Environmental Management Plan** - An environmental management plan (EMP) prepared in accordance with Council's Engineering Design Specification shall be provided to the PCA.

The EMP shall address the manner in which site operations are to be conducted and monitored to ensure that adjoining land uses and the natural environment are not unacceptably impacted upon by the proposal. The EMP shall include but not be necessarily limited to the following measures:

- a) measures to control noise emissions from the site;
- b) measures to suppress odours and dust emissions;
- c) soil and sediment control measures;
- d) measures to control air emissions that includes odour;
- e) any other recognised environmental impact;
- f) work, health and safety; and
- g) community consultation.

- (12) **Water Quality Monitoring Plan** - A water quality monitoring plan shall be provided to the Certifying Authority.

The WQMP shall include monitoring (this extends to water quality sampling and laboratory analysis) for all completed water quality treatment systems that provide water quality treatment to service the development both during the construction and post development stages. Only relevant water quality treatment systems that drain the development should be included in the WQMP.

The WQMP shall include:

- a) quarterly water sampling;
- b) reference to an approved sampling methodology;
- c) location plan of sampling;
- d) frequency of reporting of results to the Consent Authority;
- e) nomination of suitable water quality criteria (i.e., concentration values for pollutants expressed in mg/l) for the purpose of determining compliance.

- (13) **Stormwater Design** – The 3 200 micron *EnviroPods* supplied by *Stormwater 360* as detailed on the approved drainage plan are not to be reduced in size or quantity, nor replaced with an alternative manufacturer's product.

- (14) **Traffic Management Plan** - A traffic management plan shall be prepared in accordance with Council's Engineering Specifications and AS 1742.3. The plan must be submitted to the PCA.

- (15) **Construction Management Plan** - A construction management plan that includes, dust, soil and sediment and traffic management, prepared in accordance with Council's Engineering Design Specification, shall be provided to the PCA.

- (16) **Environmental Management Plan** - An environmental management plan (EMP) prepared in accordance with Council's Engineering Design Specifications shall be provided to the PCA.

The EMP shall address the manner in which site operations are to be conducted and monitored to ensure that adjoining land uses and the natural environment are not

unacceptably impacted upon the proposal. The EMP shall include but not be necessarily limited to the following measures:

- a) measures to control noise emissions from the site;
- b) measures to suppress odours and dust emissions;
- c) soil and sediment control measures;
- d) measures to control air emissions that includes odour;
- e) any other recognised environmental impact;
- f) work, health and safety; and
- g) community consultation.

#### 4.0 - During Works

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

- (1) **Approved and Prepared Plans and Reports to be Complied With** - All plans and reports approved by, and required to be prepared by this development consent, must be complied with.
- (2) **Construction Hours** - All work (including delivery of materials) shall be restricted to the hours of 7.00am to 5.00pm Monday to Saturday inclusive. Work is not to be carried out on Sundays or Public Holidays.
- (3) **Compliance with BCA** - All building work shall be carried out in accordance with the requirements of the BCA.
- (4) **Survey Report** - The building shall be set out by a registered land surveyor. A peg out survey detailing the siting of the building in accordance with the approved plans shall be provided to the PCA prior to the pouring of concrete.
- (5) **Site Signage** - A sign shall be erected at all entrances to the subdivision site and be maintained until the subdivision has been registered with Land and Property Information. The sign shall be constructed of durable materials, be a minimum of 1200mm x 900mm, and read as follows:
 

*"WARNING UP TO \$8,000 FINE. It is illegal to allow soil, cement slurry or other building materials to enter, drain or be pumped into the stormwater system. Camden Council (02 4654 7777) – Solution to Pollution."*

The wording shall be a minimum of 120mm high and the remainder a minimum of 60mm high. The warning and fine details shall be in red bold capitals and the remaining words in dark coloured lower case letters on a white background, surrounded by a red border.
- (6) **Vehicles Leaving the Site** - The construction supervisor must ensure that:

- a) all vehicles transporting material from the site cover such material so as to minimise sediment transfer;
  - b) the wheels of vehicles leaving the site:
    - i) do not track soil and other waste material onto any public road adjoining the site and
    - ii) fully traverse the site's stabilised access point.
- (7) **Fill Compaction** - All fill must be compacted in accordance with Camden Council's current Engineering Design Specifications.
- (8) **Removal of Waste Materials** - Where there is a need to remove any identified materials from the site that contain fill/rubbish/asbestos, the waste material shall be assessed and classified in accordance with the NSW EPA Waste Classification Guidelines 2014 (refer to: [www.epa.nsw.gov.au/wasteregulation/classify-guidelines.htm](http://www.epa.nsw.gov.au/wasteregulation/classify-guidelines.htm))
- Once assessed, the materials shall be disposed of to a licensed waste facility suitable for that particular classification of waste. Copies of tipping dockets shall be retained and supplied to Council upon request.
- (9) **Soil, Erosion, Sediment and Water Management – Implementation** - All requirements of the erosion and sediment control plan and/or soil and water management plan shall be maintained at all times during the works and any measures required by the plan shall not be removed until the site has been stabilised.
- (10) **Noise During Work** - Noise levels emitted during works shall be restricted to comply with the construction noise control guidelines set out in Chapter 171 of the NSW Environment Protection authority's Environmental Noise Control Manual.
- (11) **Location of Stockpiles** - Stockpiles of soil shall not be located on / near any drainage lines or easements, natural watercourses or water bodies, footpath or roadway without first providing suitable protective measures adequate to protect these water bodies. All stockpiles of contaminated materials shall be suitably covered to prevent dust and odour nuisance.
- (12) **Disposal of Stormwater** - Water seeping into any site excavations is not to be pumped into the stormwater system unless it complies with relevant EPA and ANZECC standards for water quality discharge.
- (13) **Delivery Register** - The applicant must maintain a register of deliveries which includes date, time, truck registration number, quantity of fill, origin of fill and type of fill delivered. This register must be made available to Council officers on request and be provided to the Council at the completion of the development.
- (14) **Fill Material (VENM)** - Prior to the importation and/or placement of any fill material on the subject site, a validation report and sampling location plan for such material must be provided to and approved by the PCA.

The validation report and associated sampling location plan must:

- a) be prepared by a person with experience in the geotechnical aspects of earthworks; and

- b) be endorsed by a practising engineer with Specific Area of Practice in Subdivisional Geotechnics; and
- c) be prepared in accordance with;
  - Virgin Excavated Natural Material (VENM);
  - i) the Department of Land and Water Conservation publication "Site investigation for Urban Salinity;" and
  - ii) the Department of Environment and Conservation - Contaminated Sites Guidelines "Guidelines for the NSW Site Auditor Scheme (Second Edition) - Soil Investigation Levels for Urban Development Sites in NSW."
- d) confirm that the fill material;
  - i) provides no unacceptable risk to human health and the environment;
  - ii) is free of contaminants;
  - iii) has had salinity characteristics identified in the report, specifically the aggressiveness of salts to concrete and steel (refer Department of Land and Water Conservation publication "Site investigation for Urban Salinity");
  - iv) is suitable for its intended purpose and land use; and
  - v) has been lawfully obtained.

Sampling of VENM for salinity of fill volumes:

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

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

Sampling of VENM for contamination and salinity must be undertaken in accordance with the following table:

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

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

- (15) **Offensive Noise, Dust, Odour and Vibration** - All work shall not give rise to offensive noise, dust, odour or vibration as defined in the *Protection of the Environment Operations Act 1997* when measured at the property boundary.
- (16) **Erosion and Sedimentation Control** - Soil erosion and sedimentation controls are required to be maintained for the duration of the works. The controls must be undertaken in accordance with version 4 of the Soils and Construction – Managing Urban Stormwater manual (Blue Book).
 

Soil erosion and sediment control measures shall only be removed upon completion of the works when all landscaping and disturbed surfaces have been stabilised (for example, with site turfing, paving or re-vegetation).
- (17) **Unexpected Finds Contingency (General)** - Should any suspect materials (identified by unusual staining, odour, discolouration or inclusions such as building

rubble, asbestos, ash material, etc.) be encountered during any stage of works (including earthworks, site preparation or construction works, etc.), such works shall cease immediately until a qualified environmental specialist has been contacted and conducted a thorough assessment.

In the event that contamination is identified as a result of this assessment and if remediation is required, all works shall cease in the vicinity of the contamination and Council shall be notified immediately.

Where remediation work is required, the applicant will be required to obtain consent for the remediation works.

- (18) **Salinity Management Plan** - All proposed construction works that includes earthworks, imported fill, landscaping, roads, buildings, and associated infrastructure proposed to be constructed on the land must be carried out or constructed in accordance with the "Mandatory Building and Infrastructure Requirements" as contained within Camden Council's "Building In A Saline Prone Environment" policy.
- (19) **Stormwater – Collection and Discharge Requirements** - The roof of the subject building(s) shall be provided with guttering and down pipes and all drainage lines, including stormwater drainage lines from other areas and overflows from rainwater tanks, conveyed to the (select option a, b, c or d):
- a) street gutter;
  - b) drainage easement;
  - c) existing drainage system;
  - d) stormwater drainage is to be installed as per the approved hydraulic drainage plan. Stormwater must be clear of and not impact upon the effluent management area as shown on the approved sustainable effluent management plan.

Connection to the drainage easement or kerb shall only occur at the designated connection point for the allotment. New connections that require the rectification of an easement pipe or kerb shall only occur with the prior approval of Camden Council.

All roofwater shall be connected to the approved roofwater disposal system immediately after the roofing material has been fixed to the framing members. The PCA shall not permit construction works beyond the frame inspection stage until this work has been carried out.

- (20) **Works by Owner** - Where a portion of the building works do not form part of a building contract with the principal contractor (builder) and are required to be completed by the owner, such works shall be scheduled by the owner so that all works coincide with the completion of the main building being erected by the principal contractor.
- (21) **Construction of Permanent Water Quality Facilities** - Permanent water quality facilities must be constructed:
- a) in accordance with the approved plans;
  - b) to Council's standards; and
  - c) when 80% of the catchment is built out.

Earth batters associated with the facilities must be compacted and stabilised to ensure that the integrity of the batters is continually maintained.

- (22) **Site Management** - The following practices are to be implemented during construction:
- a) stockpiles of topsoil, sand, aggregate, spoil or other material shall be kept clear of any drainage path, easement, natural watercourse, kerb or road surface and shall have measures in place to prevent the movement of such material off site;
  - b) builder's operations such as brick cutting, washing tools, concreting and bricklaying shall be confined to the building allotment. All pollutants from these activities shall be contained on site and disposed of in an appropriate manner;
  - c) waste shall not be burnt or buried on site, or any other properties, nor shall wind-blown rubbish be allowed to leave the site. All waste shall be disposed of at a licenced waste disposal facility;
  - d) a waste control container shall be located on the site;
  - e) all building materials, plant, equipment and waste control containers shall be placed on the building site. Building materials, plant and equipment (including water closets), shall not to be placed on public property (footpaths, roadways, public reserves, etc);
  - f) toilet facilities shall be provided at, or in the vicinity of, the work site at the rate of 1 toilet for every 20 persons or part thereof employed at the site. Each toilet shall:
    - i) be a standard flushing toilet connected to a public sewer; or
    - ii) have an on-site effluent disposal system approved under the *Local Government Act 1993*; or
    - iii) be a temporary chemical closet approved under the *Local Government Act 1993*.
- (23) **Traffic Management Plan Implementation** - All traffic management procedures and systems identified in the approved traffic management plan shall be introduced and maintained during construction of the development to ensure safety and to minimise the effect on adjoining pedestrian and traffic systems.

#### 5.0 - Prior to Issue of an Occupation Certificate

The following conditions of consent shall be complied with prior to the issue of an Occupation Certificate.

- (1) **Survey Certificate** - A registered surveyor shall prepare a Survey Certificate to certify that the location of the building in relation to the allotment boundaries complies with the approved plans or as specified by this consent. The Survey Certificate shall be provided to the satisfaction of the PCA.
- (2) **Stormwater – Plan of Management (POM)** - The registered proprietor of the land shall prepare a Plan of Management (POM) for the on-site detention facilities. The POM shall set out all design and operational parameters for the detention facilities including design levels, hydrology and hydraulics, inspection and maintenance requirements, and time intervals for such inspection and maintenance. The POM shall be provided to the PCA for approval.
- (3) **Waste Management Plan** - The PCA shall ensure that all works have been completed in accordance with the approved waste management plan referred to in this development consent.

- (4) **Occupation Certificate Required-** An Occupation Certificate shall be obtained prior to any use or occupation of the development.
- (5) **Operation of On-Site Sewerage Management** - An 'Approval to Operate' under Section 68 of the *Local Government Act 1993* shall be obtained from Council.
- (6) **Housing of Main Irrigation Pump** – The main irrigation pump is to be housed in a suitably designed ventilated shed with the purpose of the design to reduce noise.
- (7) **Positive Covenant – OSD / On Site Retention / Water Quality Facility** - A positive covenant shall be created under Section 88E of the *Conveyancing Act 1919* burdening the owner(s) with a requirement to maintain the on-site detention, water quality facility and on-site retention/re-use facilities on the property, prior to the issue of an Occupation Certificate.  
The terms of the Section 88E instrument with positive covenant shall include the following:
- the Proprietor of the property shall be responsible for maintaining and keeping clear all pits, pipeline s, trench barriers and other structures.
  - the proprietor shall have the facilities inspected annually by a competent person.
  - the Council shall have the right to enter upon the land referred to above, at all reasonable times to inspect, construct, install, clean, repair and maintain in good working order the facilities.
  - The registered proprietor shall indemnify the Council and any adjoining land owners against damage to their land arising from the failure of any component of the OSD and OSR, or failure to clean, maintain and repair the OSD and OSR.

The proprietor or successor shall bear all costs associated in the preparation of the subject Section 88E instrument. Proof of registration with Land and Property Information shall be provided to and approved by the PCA prior to the issue of an Occupation Certificate.

#### 6.0 – Ongoing Use

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

- (1) **Hours of Operation** - The property is only to be open for business and used for the purpose approved within the following hours:

Day	Hours of Operation
Monday	6.00am to 7.00pm
Tuesday	6.00am to 7.00pm
Wednesday	6.00am to 7.00pm
Thursday	6.00am to 7.00pm
Friday	6.00am to 7.00pm
Saturday	7.00am to 5.30pm
Sunday and Public Holidays	Closed

- (2) **Loading to Occur on Site** - All loading and unloading operations are to be carried out wholly within the building/site.

The loading dock (if provided) shall be used for loading and unloading operations in connection with the approved use.

- (3) **Parking Areas to be Kept Clear** - At all times, the loading, car parking spaces, driveways and footpaths shall be kept clear of goods and shall not be used for storage purposes.
- (4) **Offensive Noise** - The use and occupation of the premises including all plant and equipment shall not give rise to any offensive noise within the meaning of the *Protection of the Environment Operations Act 1997* and shall comply with the NSW Industrial Noise Policy 2000 (as amended).
- (5) **No Waste to Be Stored Outside of the Site** – No waste is to be placed on any public land (eg. footpaths, roadways, plazas, reserves, etc.) or any other properties at any time.
- (6) **Maintenance of Landscaping** - Landscaping shall be maintained in accordance with the approved landscape plan.
- (7) **Landscaping Maintenance Establishment Period** - Commencing from the date of practical completion, the applicant will have the responsibility to establish and maintain all hard and soft landscaping elements associated with this consent.

The 12 month maintenance and establishment period includes the applicant's responsibility for the establishment, care and repair of all landscaping elements including all street tree installations, plantings, lawn and hardscape elements including paths, walls, bins, seats, BBQs, shelters, playground equipment and soft fall treatments.

The date of practical completion is taken to mean completion of all civil works, soil preparation and treatment and initial weed control, and completion of all planting, turf installation, street tree installation and mulching.

At the completion of the 12 month landscaping maintenance and establishment period, all hard and soft landscaping elements (including any nature strip and road verge areas, street trees, street tree protective guards and bollards, etc) shall be in an undamaged, safe and functional condition and all plantings have signs of healthy and vigorous growth.

At the completion of the maintenance and establishment period, the landscaping works shall comply with the approved landscape plans and all improvements be in full working order.

- (8) **Discharge into Waterways** - No wastewater, chemicals or other substances shall be permitted to discharge to the waterway that runs through the site or Council's stormwater system. Only clean, unpolluted water is permitted to discharge. All liquids (such as oils lubricants, hydraulic fluids, fuel, paints, detergents and any other chemicals) shall be stored in a covered and suitably bunded area.
- (9) **Storage of goods** - The storage of goods and materials shall be confined within the building. At no time shall goods, materials or advertising signs be displayed or placed within the designated car parking spaces, landscaped areas or road reserve.
- (10) **Chemical Bunding** - All paints, chemicals and other liquids shall be stored in approved receptacles, which shall be housed in a suitably constructed, covered, impervious bunded area. The bunded area shall be constructed of impervious

material and being able to effectively store a minimum of 110% of the volume of the largest container stalled or 25% of total volume of the stored product for facilities storing small containers.

- (11) **Manure / Fertilizer Waste Stockpiles** – The stockpiling of manure / fertilizer / waste materials is not permitted to occur on- site.
- (12) **Rinsing of Pesticide / Herbicide Spray Tanks** - The rinsing of spray tanks that contains or previously contained pesticides / herbicides is not to permitted to occur on-site.
- (13) **Procedure for Spraying** – A suitable spray procedure is to be written and followed by person/s to prevent spray drift from leaving the boundary of the business operation.
- (14) **Produce Sales** – the selling of produce direct from the premises / business to the public is prohibited.
- (15) **Irrigation Water Treatment Process** – The flow, capture, and water quality treatment of irrigation water/s is to be consistent with the approved "Irrigation Water Treatment Flow Diagram NTS, Job No: GHCHRC/01 Issue D Dated 14/5/2016".
- (16) **Chemical Storage and Handling** - The storage of dangerous and flammable goods (if kept on site) must fully comply with relevant Australian Standards that includes "AS 1940: 2004 - The storage and handling of flammable and combustible liquids". Persons handling chemicals as part of the business operation must have satisfactory knowledge and experience in their use in accordance with the Pesticides Act 1999, Workcover and, the POEO Act 1997.
- (17) **Traffic** – The largest vehicle permitted to access the new crossing to service the greenhouse development is a B99 vehicle which is a vehicle having a maximum length of 5.2m being up to an including a Ford Transit van or a 1 ton Ute.
- (18) **Rural worker's dwelling** – The cabins are only to be used as a place of residence by a maximum 2 persons (per rural worker's dwelling) employed, whether on a long-term or short-term basis, for the purpose of agriculture or a rural industry on that land.

#### Reasons for Conditions:

- (1) To ensure that the development complies with statutory requirements including the *Environmental Planning and Assessment Act 1979*, the *Environmental Planning and Assessment Regulation 2000*, the *Building Code of Australia* and applicable Australian Standards.
- (2) To ensure that the development meets the aims, objectives and requirements of the environmental planning instruments, development controls plans, Council policies and Section 94 contribution plans that apply to the site and development.
- (3) To ensure that the development complies with the submitted plans and supporting documentation.
- (4) To ensure that the development will be constructed/operated in a manner that will minimise impacts upon the environment.

**Advisory Conditions:**

- (1) **Plan Compliance** – The development consent requires compliance with the approved plans and documents that form part of the approval. Specific conditions of consent are also to be complied with, and amendments to achieve compliance with conditions of the consent are permitted.

All other modifications to plans and documents need to be confirmed with either Council or the certifying authority for the development. Changes to a development may require formal modification via Section 96 of the *Environmental Planning and Assessment Act, 1979*.

- (2) **Shoring and Adequacy of Adjoining Property** – If the development involves an excavation that extends below the level of the base of the footings of a building on adjoining land, the person having the benefit of the development consent must, at the person's own expense:

- protect and support the adjoining premises from possible damage from the excavation, and
- where necessary, underpin the adjoining premises to prevent any such damage.

This requirement does not apply if the person having the benefit of the development consent owns the adjoining land or the owner of the adjoining land has given consent in writing to this condition not applying.

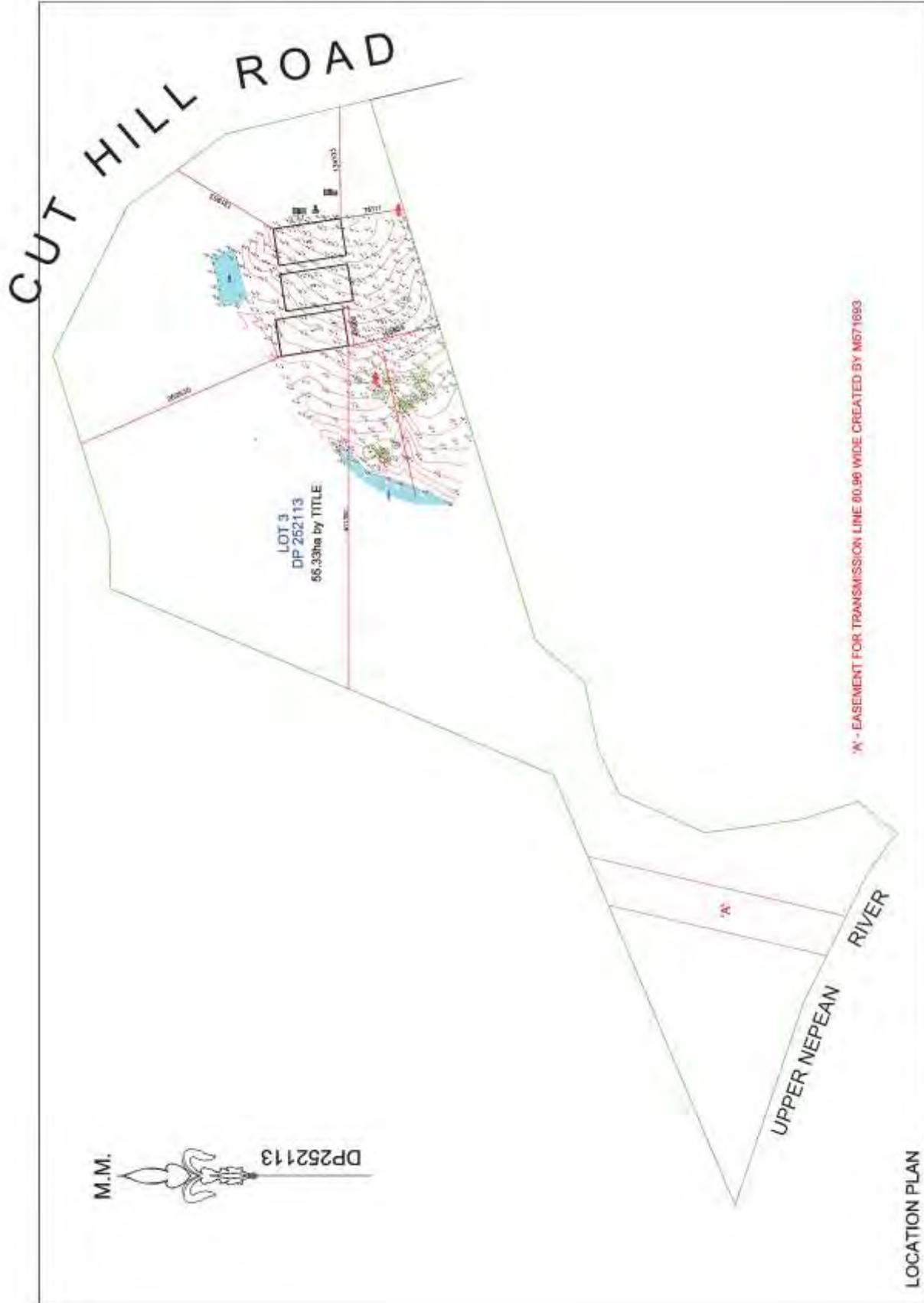
- (3) **Erection of Signs** – A sign must be erected in a prominent position on any site on which building work, subdivision work or demolition work is being carried out:

- a) showing the name, address and telephone number of the Principal Certifying Authority (PCA) for the work;
- b) showing the name of the 'principal contractor' (if any) for any building work and a telephone number on which that person may be contacted outside working hours; and
- c) stating that unauthorised entry to the work site is prohibited.

Any such sign is to be maintained while the building work, subdivision work or demolition work is being carried out, but must be removed when the work has been completed.

This clause does not apply to building work carried out inside an existing building that does not affect the external walls of the building.

The PCA and principal contractor must ensure that signs required by this condition are erected and maintained.



KEY DIAGRAM

**PROJECT:**  
**PROPOSED  
 3 x 10 MULTI-SPAN  
 GREEN HOUSES  
 AND ANCILLARY  
 STRUCTURES**

**ADDRESS:**  
 NO.705 LOT 3 DP 252113  
 CUT HILL Road,  
 COBBITY, NSW

**DA & CC  
 APPLICATIONS**

**CAMDEN  
 COUNCIL AREA**

**CLIENT:**  
**COBBITY FIELDS PTY.LTD.**



**TYPICAL STRUCTURE  
 OF SHED**



**SIMILAR STRUCTURES  
 OF CABINS**



**TYPICAL STRUCTURES  
 OF MULTI-SPAN  
 GREENHOUSES**



**EXISTING STRUCTURES:**  
 EXISTING HOUSE = 120m<sup>2</sup>  
 EXISTING GARAGE = 45m<sup>2</sup>  
 EXISTING LIFESTYLE FIELD SHED = 30m<sup>2</sup>  
 EXISTING HAY STORE SHED = 80m<sup>2</sup>  
 EXISTING BARRICADE = 225m<sup>2</sup>  
**TOTAL = 560m<sup>2</sup>**

**PROPOSED STRUCTURES:**  
 GREENHOUSES = 563.0m<sup>2</sup> (approximate) 1.30 x 11.47m  
 ANCILLARY STRUCTURES:  
 NO. 1 - STYLUS = 16.0m<sup>2</sup>  
 NO. 2 - CABIN = 15.0m<sup>2</sup>  
 NO. 3 - CABIN = 15.0m<sup>2</sup>  
 NO. 4 - 48.000m = 16.0m<sup>2</sup>  
 NO. 5 - CABIN = 15.0m<sup>2</sup>  
 NO. 6 - CABIN = 15.0m<sup>2</sup>  
 NO. 7 - CABIN = 15.0m<sup>2</sup>  
**TOTAL = 112.0m<sup>2</sup>**



**LOCALITY MAP N.T.S.**



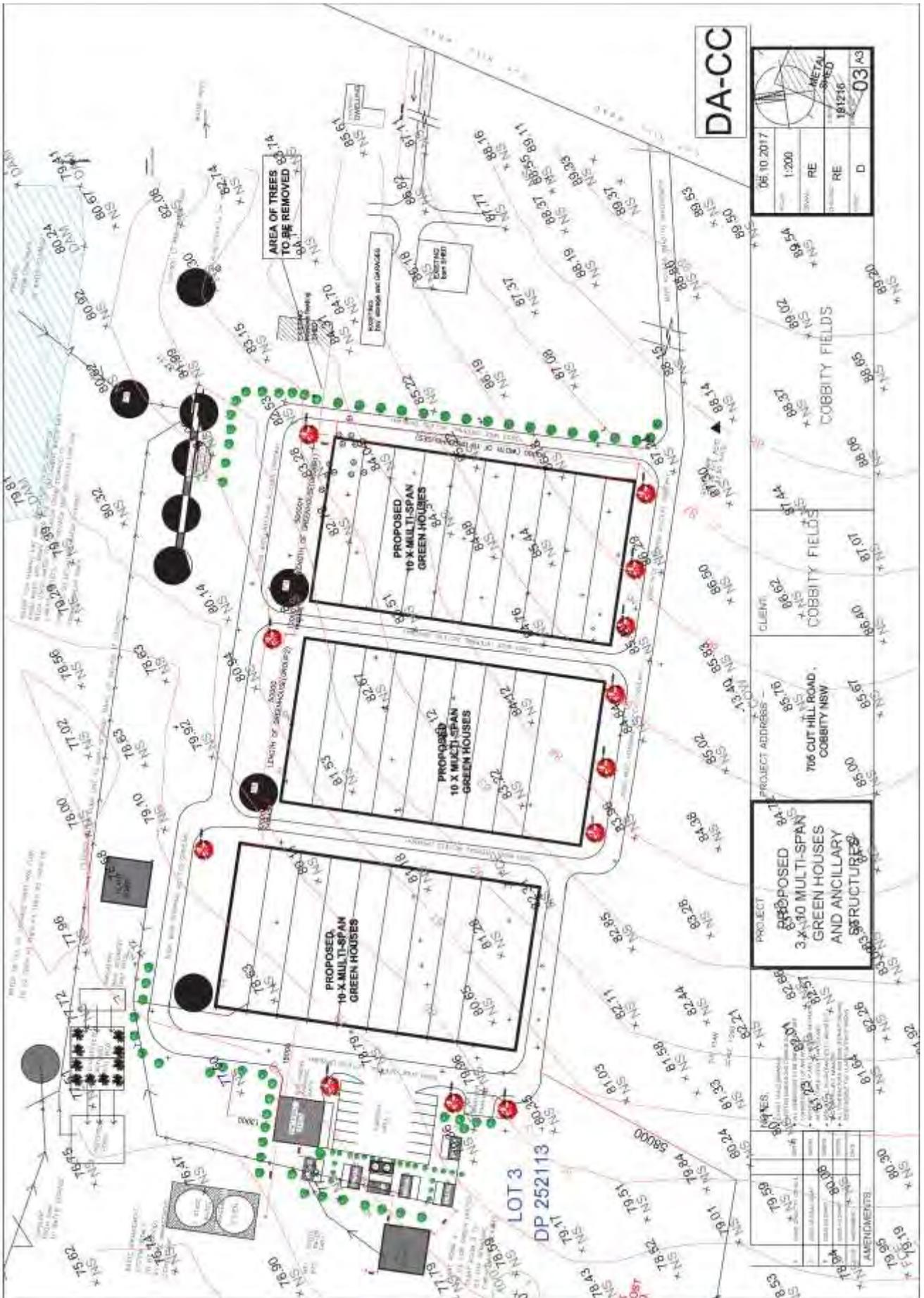
**AREAL PHOTOGRAPH**

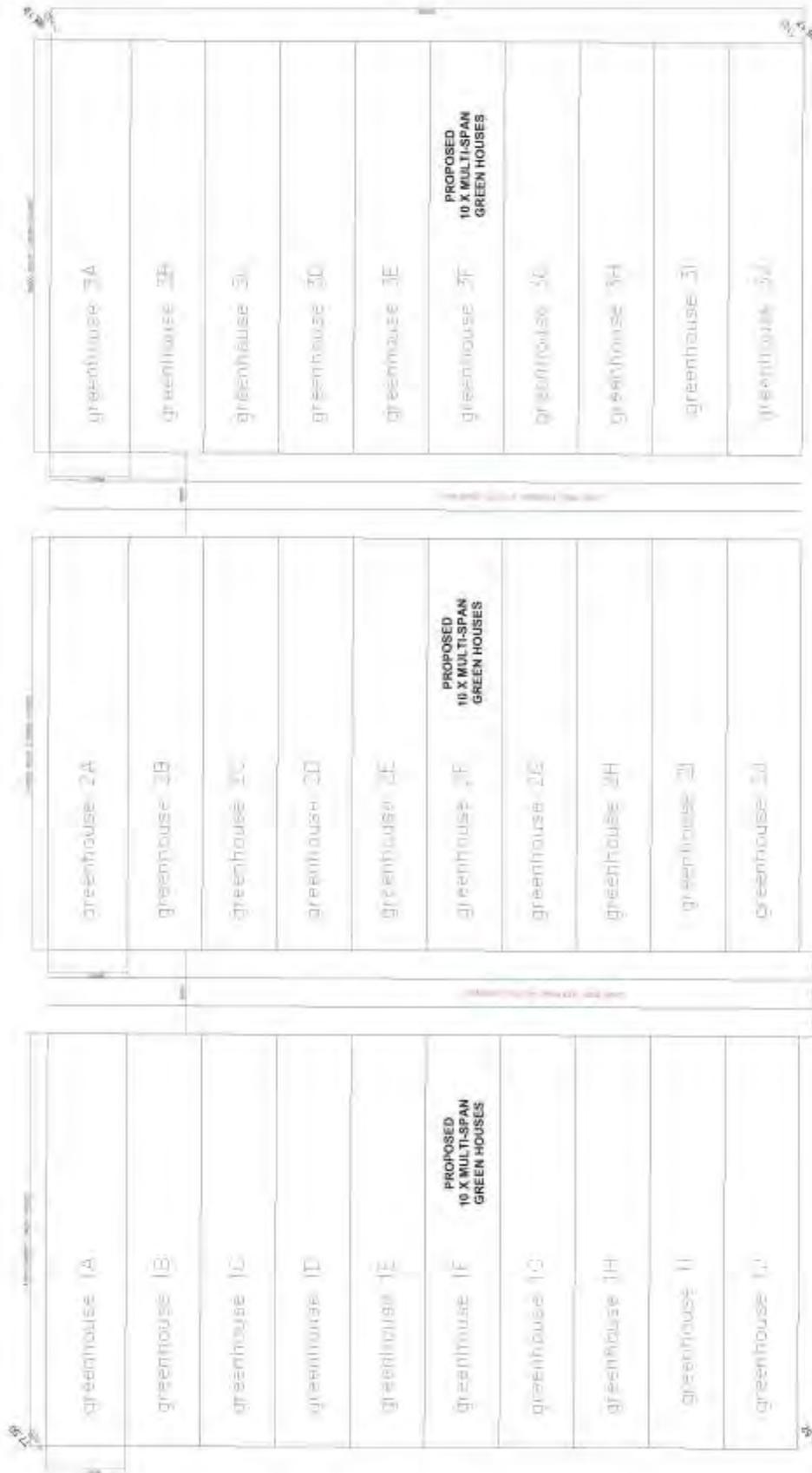
**SUBJECT SITE:**  
 NO.705 LOT 3 DP 252113  
 CUT HILL Road,  
 COBBITY, NSW



**hakim hamzah**  
 ARCHITECTURE & INTERIOR DESIGN  
 140/3 0 0 3 0  
 email: thart@hkhmr.com  
 mobile: 04 1168 DRAW 3 7 2 9  
 10/100-5817 CHELSEA, NSW 2198.

DATE	21.09.2016	BY	[Signature]
SCALE	NTS		
DESIGNER	MMH		
CHECKED	HMK	SCALE	GH-CR-01
DATE	D	SCALE	01 A1

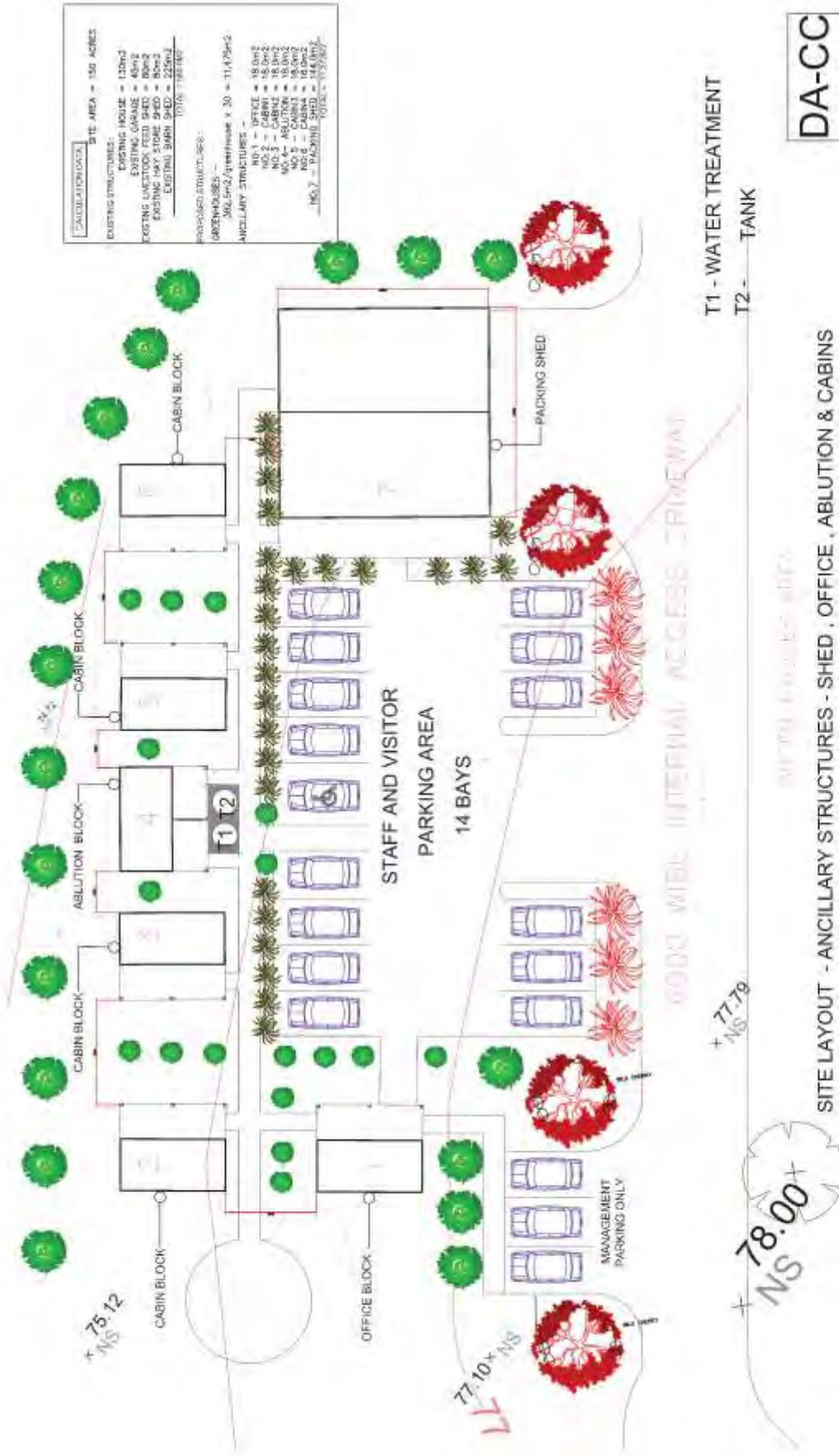




DA-CC

FLOOR PLAN - GREENHOUSES

<p><b>NOTES:</b></p> <ul style="list-style-type: none"> <li>1. UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS ARE TO FACE.</li> <li>2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.</li> <li>3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.</li> <li>4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.</li> <li>5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.</li> <li>6. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.</li> <li>7. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.</li> <li>8. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.</li> <li>9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.</li> <li>10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.</li> </ul>		<p><b>PROJECT:</b>                  PROPOSED                  3 x 10 MULTI-SPAN                  GREEN HOUSES                  AND ANCILLARY                  STRUCTURES</p>		<p><b>CLIENT:</b>                  COBBITY FIELDS                  PTY.LTD.</p>		<p><b>PROJECT ADDRESS:</b>                  705 DUT HILL ROAD                  COBBITY NSW</p>		<p><b>DATE:</b> 14.05.2018  <b>SCALE:</b> 1:200  <b>PROJECT NO.:</b> MM  <b>DESIGNER:</b> HMK  <b>CHECKER:</b> A  <b>DATE:</b> 04.13</p>	
<p><b>AMENDMENTS:</b></p>		<p><b>PROJECT:</b>                  PROPOSED                  3 x 10 MULTI-SPAN                  GREEN HOUSES                  AND ANCILLARY                  STRUCTURES</p>		<p><b>CLIENT:</b>                  COBBITY FIELDS                  PTY.LTD.</p>		<p><b>PROJECT ADDRESS:</b>                  705 DUT HILL ROAD                  COBBITY NSW</p>		<p><b>DATE:</b> 14.05.2018  <b>SCALE:</b> 1:200  <b>PROJECT NO.:</b> MM  <b>DESIGNER:</b> HMK  <b>CHECKER:</b> A  <b>DATE:</b> 04.13</p>	
<p><b>hakim hamzah</b>                  PROJECT SERVICES                  CONSULTANTS</p>		<p><b>hakim hamzah</b>                  PROJECT SERVICES                  CONSULTANTS</p>		<p><b>hakim hamzah</b>                  PROJECT SERVICES                  CONSULTANTS</p>		<p><b>hakim hamzah</b>                  PROJECT SERVICES                  CONSULTANTS</p>		<p><b>hakim hamzah</b>                  PROJECT SERVICES                  CONSULTANTS</p>	
<p>NO. 30830                  email: hakimhamzah.com                  mobile: 04 1186 0166                  37 2 9                  AUSTRALIA</p>		<p>NO. 30830                  email: hakimhamzah.com                  mobile: 04 1186 0166                  37 2 9                  AUSTRALIA</p>		<p>NO. 30830                  email: hakimhamzah.com                  mobile: 04 1186 0166                  37 2 9                  AUSTRALIA</p>		<p>NO. 30830                  email: hakimhamzah.com                  mobile: 04 1186 0166                  37 2 9                  AUSTRALIA</p>		<p>NO. 30830                  email: hakimhamzah.com                  mobile: 04 1186 0166                  37 2 9                  AUSTRALIA</p>	



CALCULATIONS	
SITE AREA = 150 ACRES	
EXISTING STRUCTURES:	
EXISTING HOUSE	= 135m <sup>2</sup>
EXISTING GARAGE	= 65m <sup>2</sup>
EXISTING WAREHOUSE	= 120m <sup>2</sup>
EXISTING MAY STORE	= 80m <sup>2</sup>
EXISTING BARN SHED	= 235m <sup>2</sup>
TOTAL	= 535m <sup>2</sup>
PROPOSED STRUCTURES:	
GREENHOUSES	362.5m <sup>2</sup> / 4.1m <sup>2</sup> x 20 = 11.475m <sup>2</sup>
ANCILLARY STRUCTURES:	
NO. 1 - OFFICE	= 18.0m <sup>2</sup>
NO. 2 - CABIN	= 18.0m <sup>2</sup>
NO. 3 - CABIN	= 18.0m <sup>2</sup>
NO. 4 - ABLUTION	= 18.0m <sup>2</sup>
NO. 5 - CABIN	= 18.0m <sup>2</sup>
NO. 6 - CABIN	= 18.0m <sup>2</sup>
NO. 7 - PACKING SHED	= 14.4m <sup>2</sup>
TOTAL	= 114.4m <sup>2</sup>

DA-CC

DATE	14.05.2016
SCALE	1:100
DRAWN BY	MM
CHECKED BY	MM
PROJECT NO.	3729
CLIENT	COBBITY FIELDS
DATE	05/13

Project: 3729  
 email: harch@harch.com  
 mobile: 04 1188 8888  
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PROJECT ADDRESS:  
 705 CUT HILL ROAD,  
 COBBITY NSW

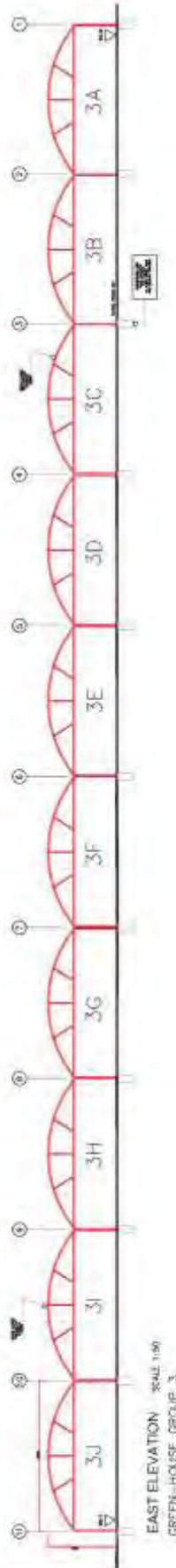
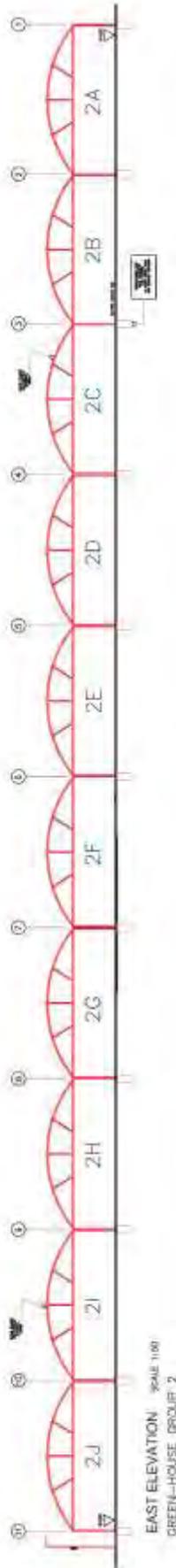
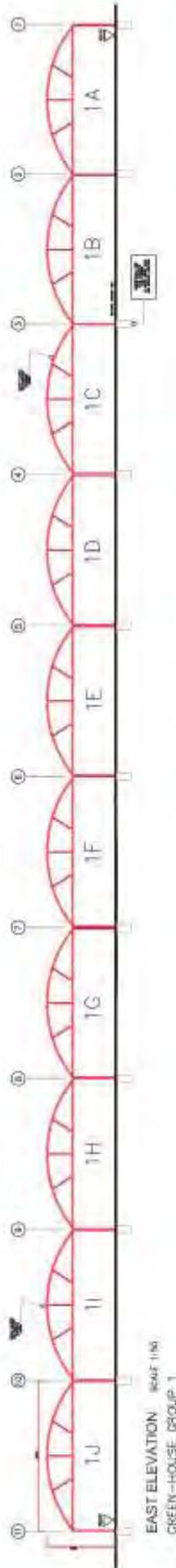
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 COBBITY FIELDS

PROJECT:  
 PROPOSED  
 3 x 10 MULTI-SPAN  
 GREEN HOUSES  
 AND ANCILLARY  
 STRUCTURES

NOTES:  
 1. ALL DIMENSIONS ARE TO FACE UNLESS SPECIFIED OTHERWISE.  
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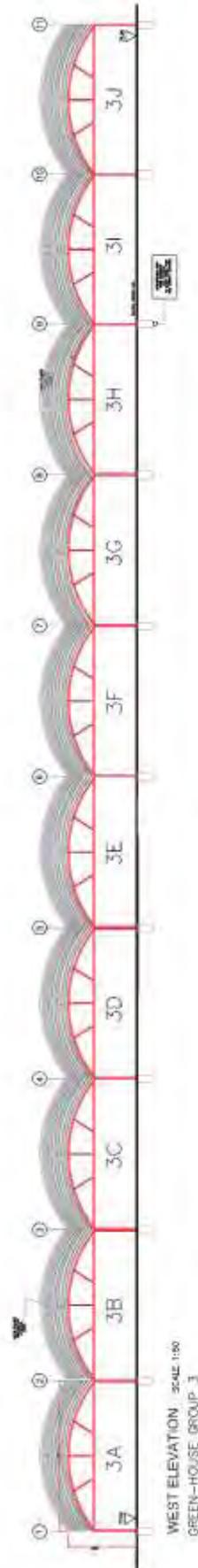
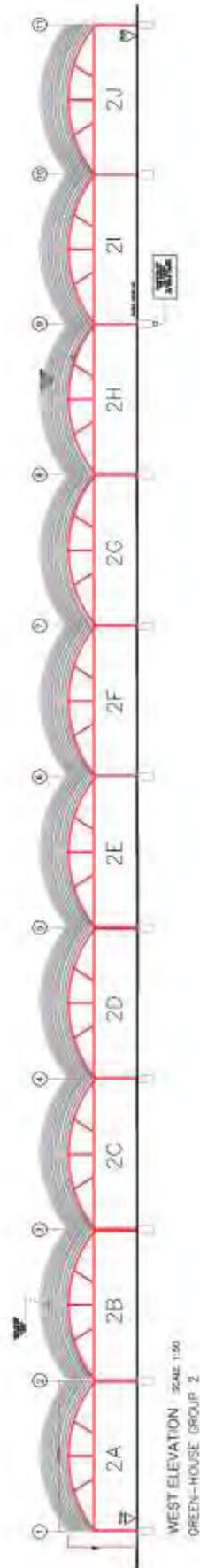
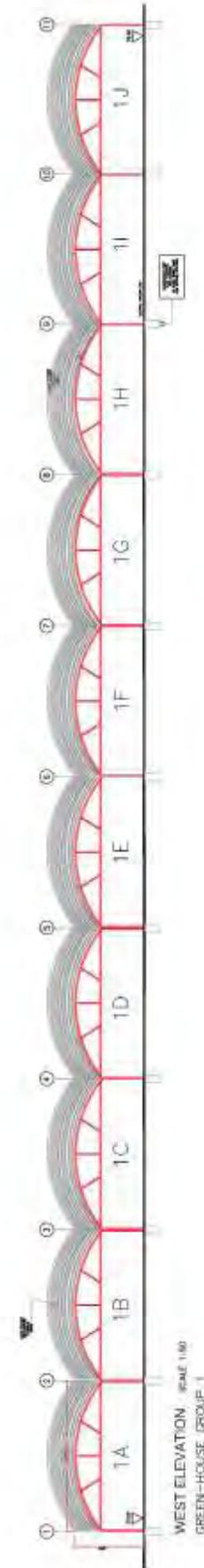
NO.	REVISION	DATE

SITE LAYOUT - ANCILLARY STRUCTURES - SHED, OFFICE, ABLUTION & CABINS  
 SCALE 1:100



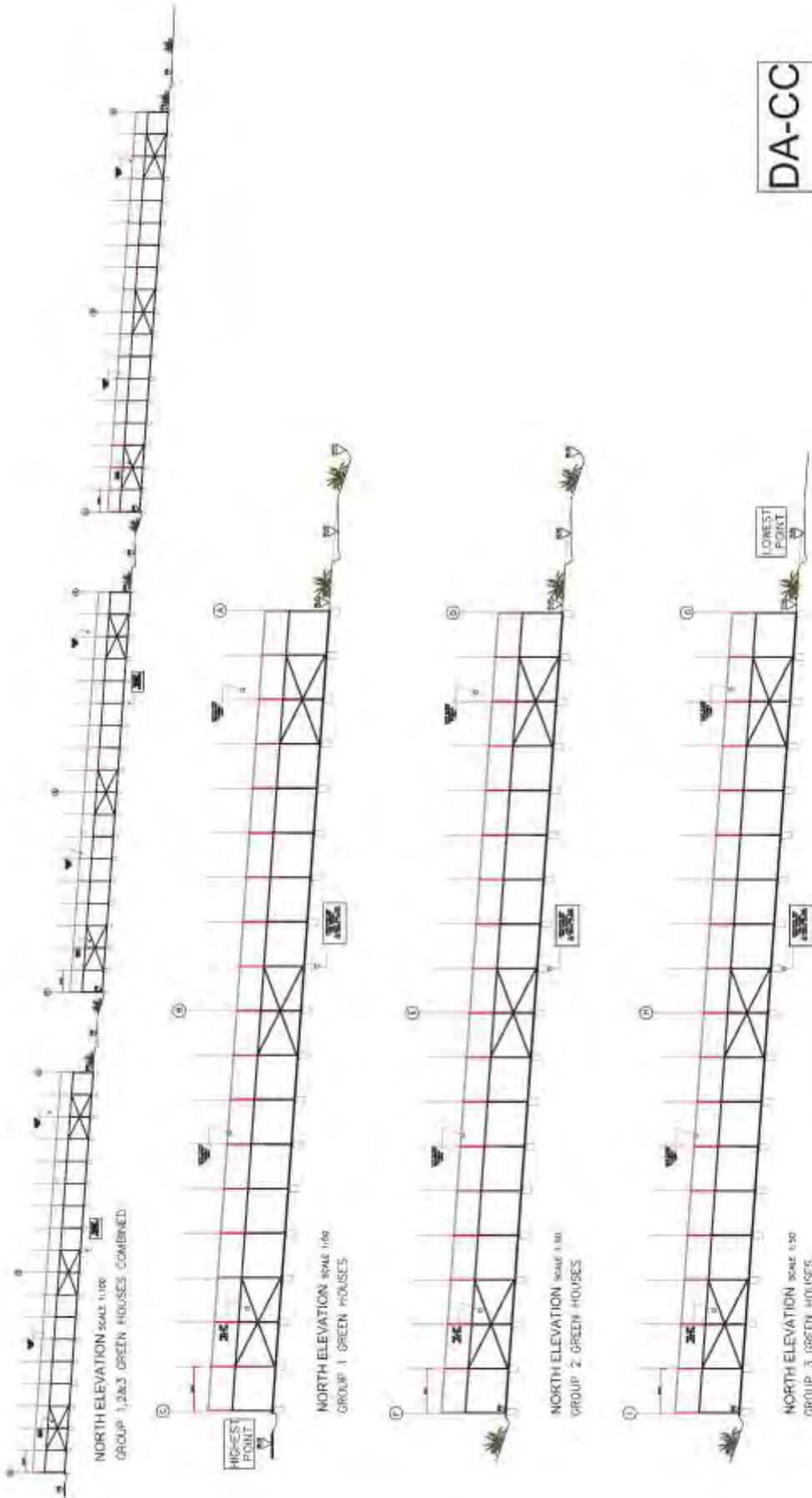
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<b>AMENDMENTS</b>		<b>PROJECT ADDRESS:</b> 705 CUT HILL ROAD, COBBITY NSW		DATE: 6-10-2017 DRAWN: 1:25 CHECKED: RE DATE: GHCHRC01 SHEET NO: 06 OF: A3	

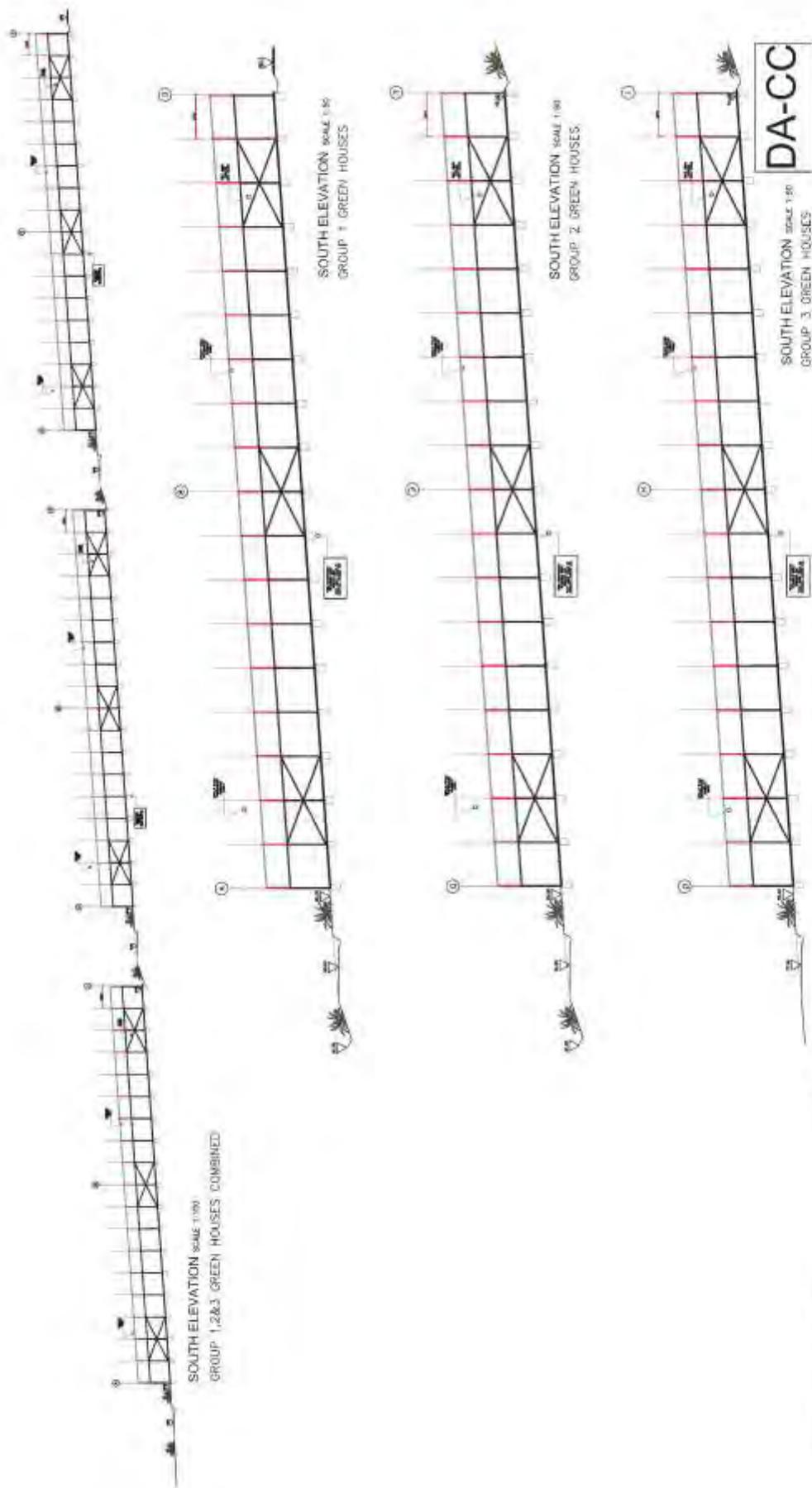


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<p><b>NOTES</b></p> <ul style="list-style-type: none"> <li>1. ALL DIMENSIONS ARE IN METERS</li> <li>2. ALL DIMENSIONS TO FACE UNLESS STATED OTHERWISE</li> <li>3. ALL DIMENSIONS TO FACE UNLESS STATED OTHERWISE</li> <li>4. ALL DIMENSIONS TO FACE UNLESS STATED OTHERWISE</li> <li>5. ALL DIMENSIONS TO FACE UNLESS STATED OTHERWISE</li> <li>6. ALL DIMENSIONS TO FACE UNLESS STATED OTHERWISE</li> <li>7. ALL DIMENSIONS TO FACE UNLESS STATED OTHERWISE</li> <li>8. ALL DIMENSIONS TO FACE UNLESS STATED OTHERWISE</li> <li>9. ALL DIMENSIONS TO FACE UNLESS STATED OTHERWISE</li> <li>10. ALL DIMENSIONS TO FACE UNLESS STATED OTHERWISE</li> </ul>		<p><b>PROJECT:</b></p> <p><b>PROPOSED 3 x 10 MULTI-SPAN GREEN HOUSES AND ANCILLARY STRUCTURES</b></p>		<p><b>PROJECT ADDRESS:</b></p> <p>705 CUT HILL ROAD, COBBITY NEW</p>		<p><b>CLIENT:</b></p> <p>COBBITY FIELDS</p>		<p><b>DATE:</b> 08/10/2017</p> <p><b>SCALE:</b> 1:50</p> <p><b>REVISIONS:</b></p> <table border="1"> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> <tr> <td>1</td> <td>ISSUED FOR PERMIT</td> <td>08/10/17</td> </tr> </table>		NO.	DESCRIPTION	DATE	1	ISSUED FOR PERMIT	08/10/17
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**DA-CC**

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SCALE	1:50
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PROJECT	09/A3

CLIENT:  
COBBITY FIELDS

PROJECT ADDRESS:  
705 CUT HILL ROAD,  
COBBITY NEW

PROJECT:  
**PROPOSED  
3 x 10 MULTI-SPAN  
GREEN HOUSES  
AND ANCILLARY  
STRUCTURES**

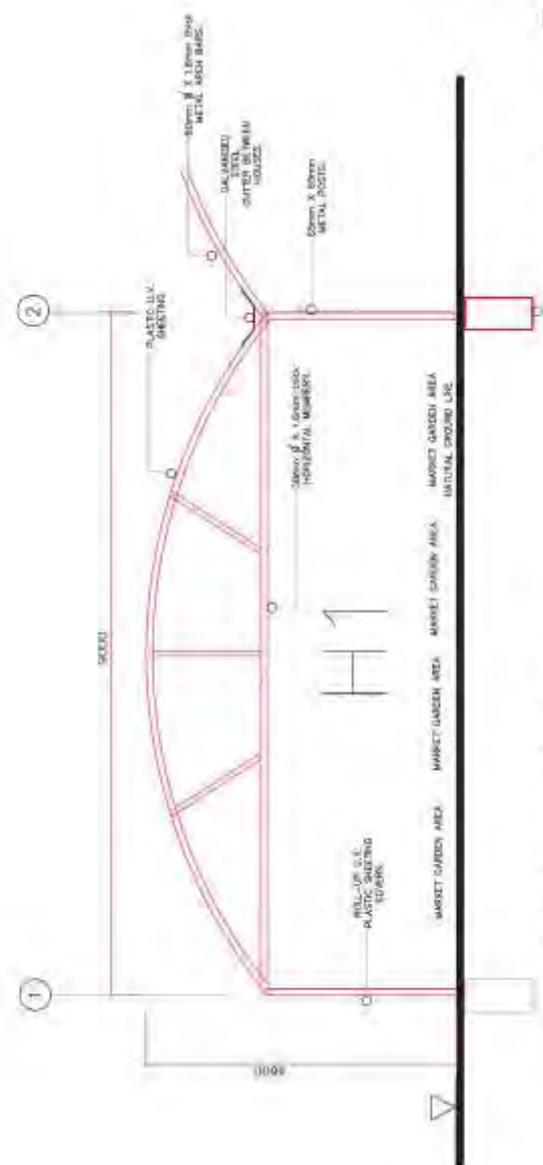
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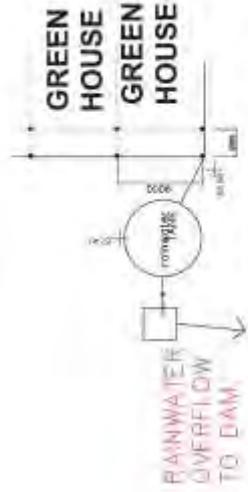
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3. ALL ROOFS TO BE GABLE ROOFS WITH 12% PITCH.
4. ALL ROOFS TO BE COVERED WITH CORRUGATED GALVANIZED IRON SHEETING.
5. ALL ROOFS TO BE COVERED WITH CORRUGATED GALVANIZED IRON SHEETING.
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10. ALL ROOFS TO BE COVERED WITH CORRUGATED GALVANIZED IRON SHEETING.

AMENDMENTS

CALCULATION DATA	
SITE AREA	1.475ha
EXISTING STRUCTURES:	
EXISTING HOUSE	1.00m <sup>2</sup>
EXISTING GARAGE	45m <sup>2</sup>
EXISTING LIVESTOCK FEED SHED	80m <sup>2</sup>
EXISTING PLAY STORE SHED	80m <sup>2</sup>
EXISTING BARN SHED	250m <sup>2</sup>
TOTAL EXISTING	436m <sup>2</sup>
PROPOSED STRUCTURES:	
PROPOSED HOUSE	302.5m <sup>2</sup>
PROPOSED GARAGE	50m <sup>2</sup>
PROPOSED LIVESTOCK FEED SHED	18.0m <sup>2</sup>
PROPOSED PLAY STORE SHED	18.0m <sup>2</sup>
PROPOSED BARN SHED	18.0m <sup>2</sup>
PROPOSED PACKING SHED	14.0m <sup>2</sup>
TOTAL PROPOSED	390.5m <sup>2</sup>
TOTAL	826.5m <sup>2</sup>



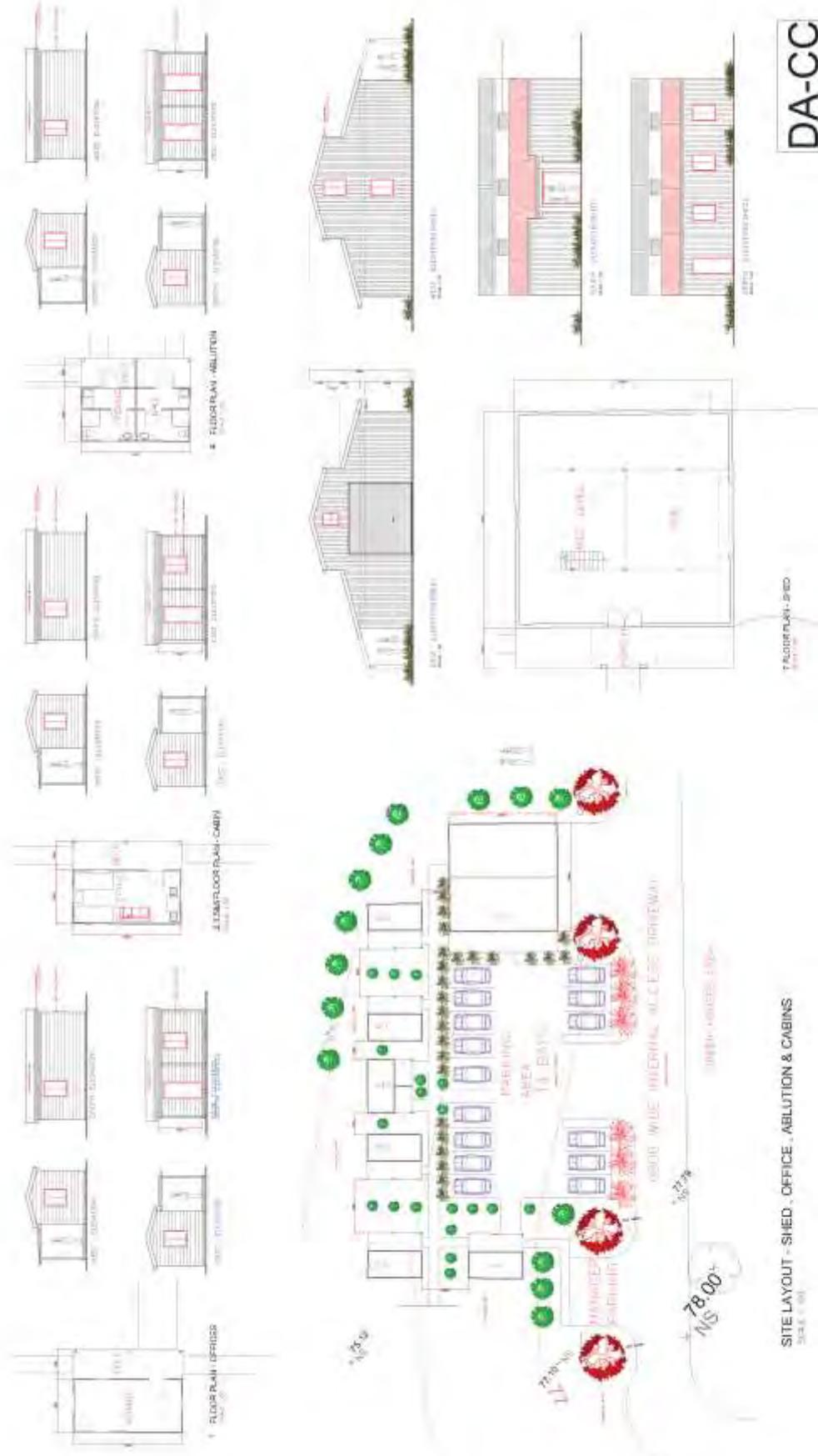
**TYPICAL FRAME DETAIL**  
SCALE 1:10



**RAINWATER OVERFLOW DETAIL**  
SCALE 1:200

**DA-CC**

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DA-CC

DATE:	14.05.2018
SCALE:	1:100
DESIGNER:	MM
CHECKER:	HMK
PROJECT:	GHCHRC01
DRAWN BY:	D
DATE:	11/18

NO: 30830  
 email: bhairbh@msn.com  
 mobile: 04 1188 DRAW 3 7 2 0  
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 A U S T R A L I A



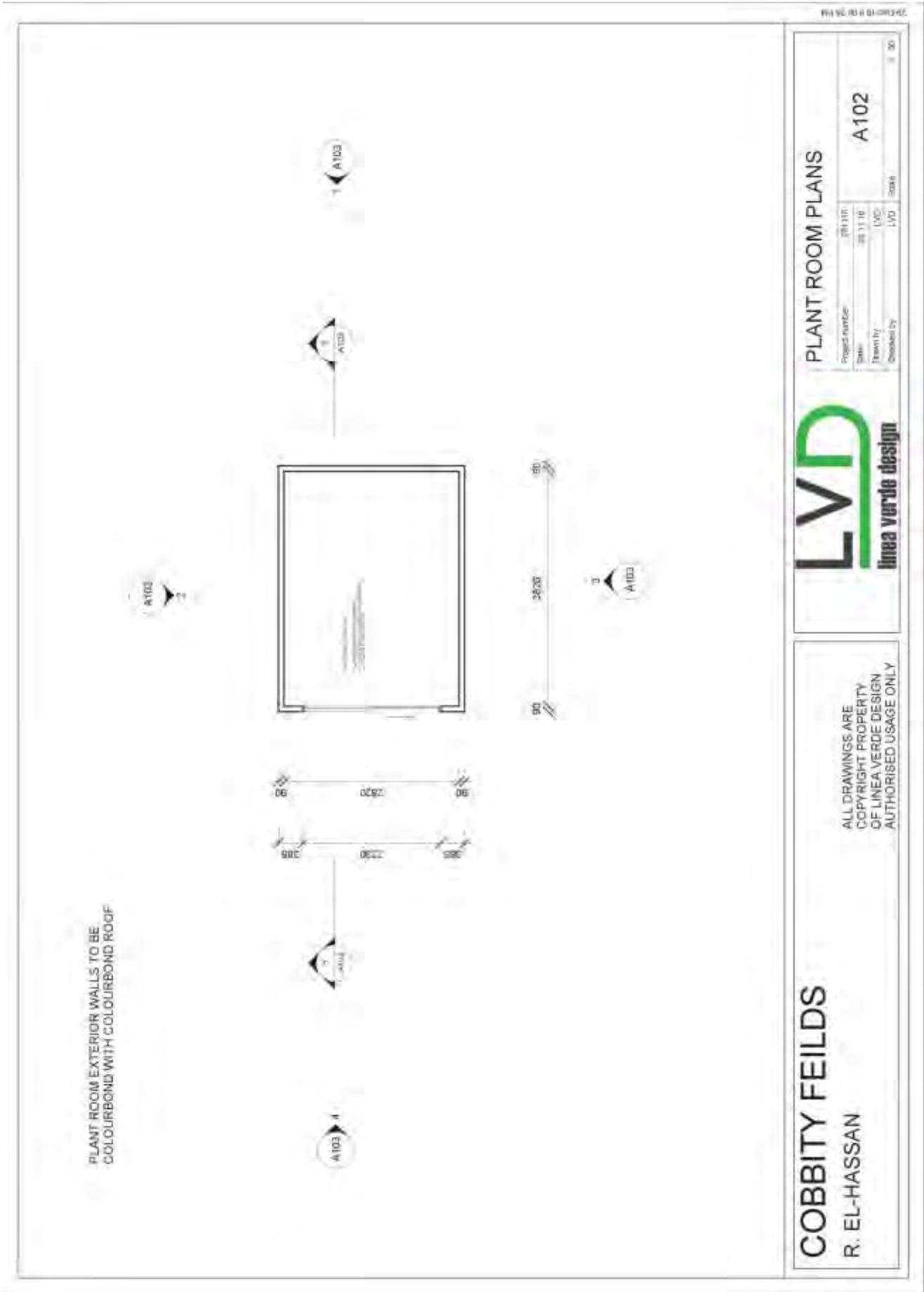
CLIENT:  
**COBBY FIELDS PTY.LTD.**

PROJECT ADDRESS:  
 7015 CLUT HILL ROAD,  
 COBBY NSW

PROJECT:  
**PROPOSED 3 x 10 MULTI-SPAN GREEN HOUSES AND ANCILLARY STRUCTURES**

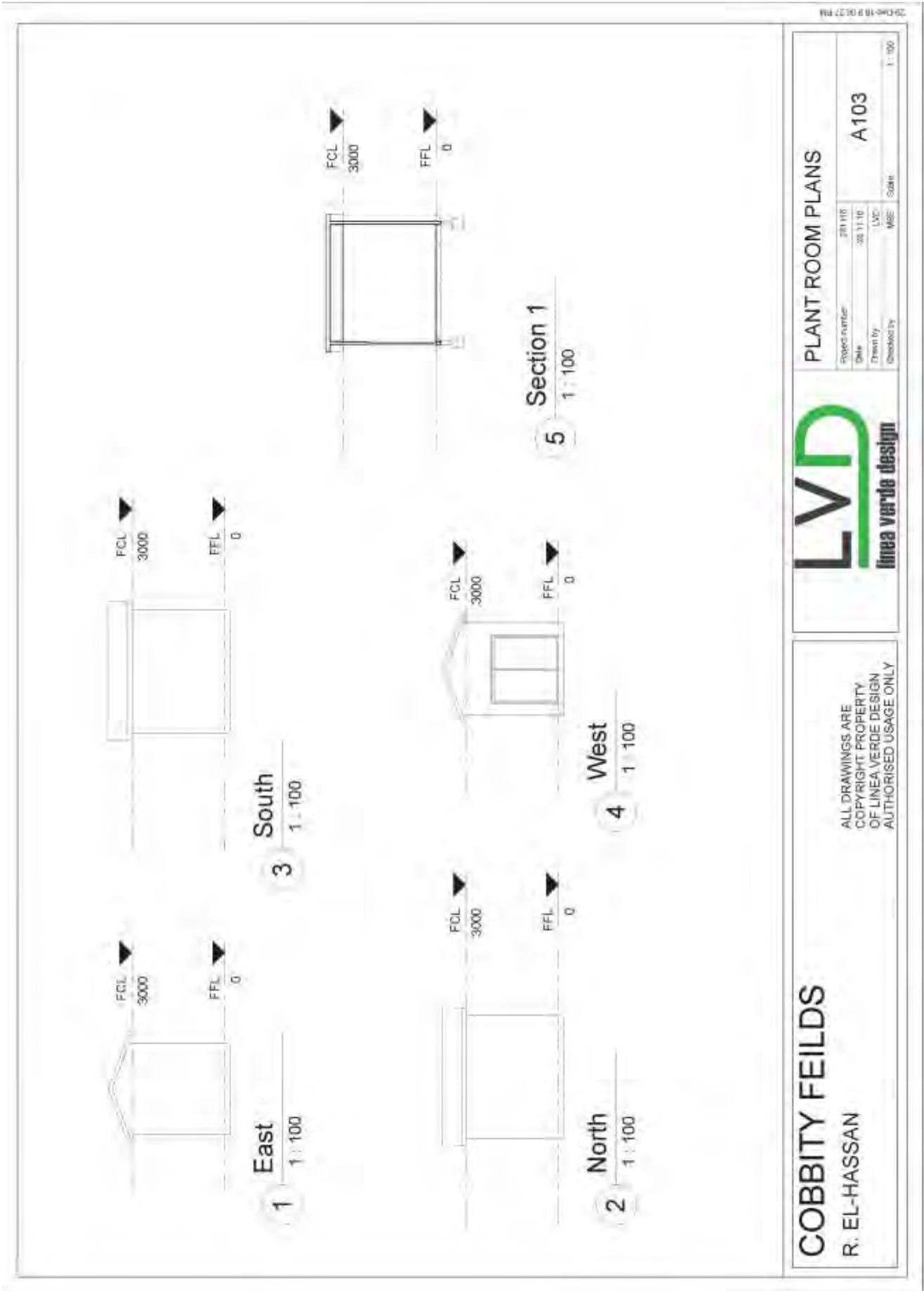
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AMENDMENTS:



ORD06

Attachment 2



**COBBITY FEILDS**  
R. EL-HASSAN

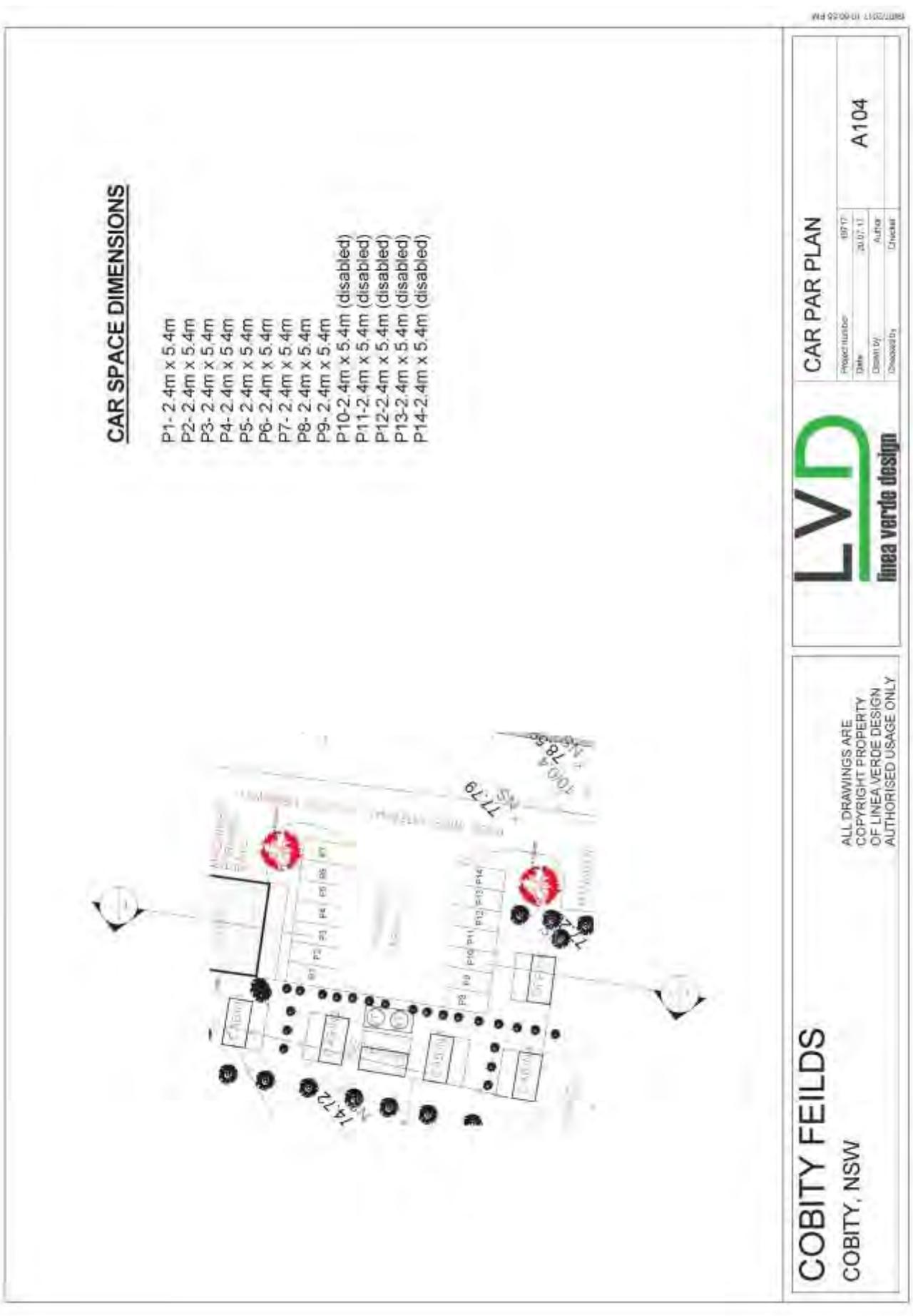
ALL DRAWINGS ARE  
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OF LINEA VERDE DESIGN  
AUTHORISED USAGE ONLY



**PLANT ROOM PLANS**

Project number	278 110
Date	08 11 16
Drawn by	LVD
Checked by	MSE
<b>A103</b>	
Scale 1:100	

2504-19 9 01 27 04



# STORMWATER DRAINAGE CONCEPT PLAN

## PROPOSED GREEN HOUSES DEVELOPMENT

705 CUT HILL ROAD, COBBITTY NSW

### DRAINAGE NOTES

- Stormwater pipes are to be UPVC sewer grade and shall be installed in accordance with ASS5000
- All downpipes are to be sealed and glued joints.
- All downpipes in the green houses are to be 150 mm dia or equivalent and all downpipes in the ancillary structures are to be 100 mm dia or equivalent.
- Downpipes are to be connected to Rainwater Tanks.
- All rainwater tanks for green houses are 25 kL tank each whereas rainwater tank for ancillary structures is 5 kL tank.
- Overflow pipe from Rainwater Tanks are to be connected to the nearest stormwater inlet pits
- Stormwater from the site is to be treated in the Bio Retention Pond. The outlet of the Bio Retention Pond is then connected to above ground On Site Detention Basin.
- The outlet of the On Site Detention Basin is to be connected to the existing dam.
- Pits in non-trafficable area are to be Polyethylene, precast concrete pit, cast in situ or brick rendered with concrete and pits in trafficable area are to be precast concrete pit, cast in situ or brick rendered with concrete with medium duty grates sized as per plan
- General layout only, builder to confirm layout and levels.
- All levels are in m AHD.

### DESIGN NOTES

- All gutters and downpipes are designed for 100 year ARI storm event.
- Intensity Frequency Duration (IFD) design chart for Cobbitty NSW obtained from Bureau of Meteorology has been used to design On site Detention System
- On Site Detention has been designed using DRAINS/LSAX model

### RAINWATER TANK

- The system to be installed with the following considerations:
  - A 'First Flush' diversion to remove roof contaminants
  - Adequate screening to prevent mosquito breeding and entry of animal or floating matter
- Tanks to be plumbed to top-up from the potable water supply during dry period when the tank is 80% empty
- No direct cross-connection with the potable water supply and an air gap maintained above the overflow in the tank.
- Rainwater Tank to be connected to all toilets, laundry and at least one (1) outdoor tap.

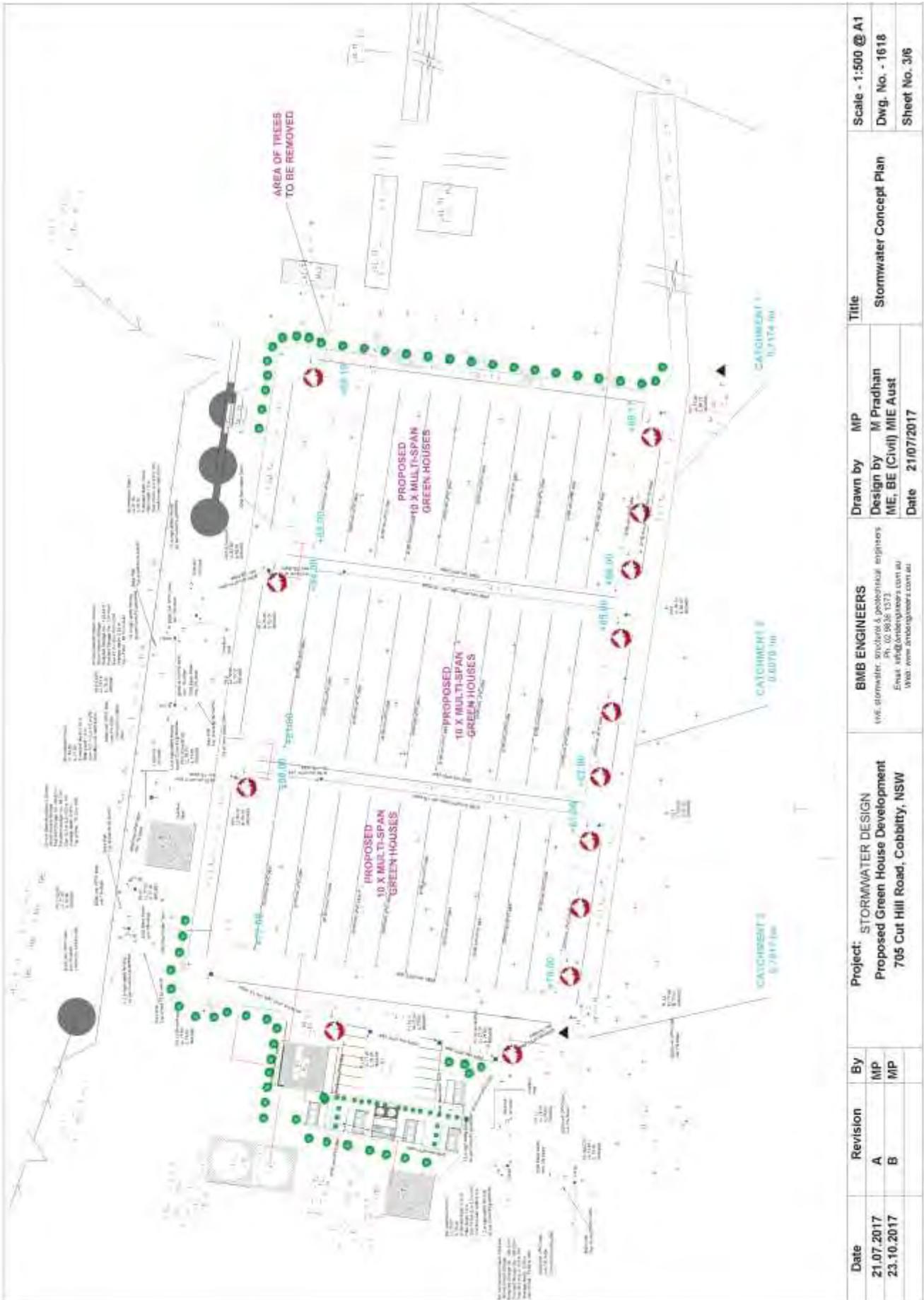


Date	Revision	By	Project:	BMB ENGINEERS	Drawn by	MP	Title	Scale - NTS
21.07.2017	A	MP	STORMWATER DESIGN Proposed Green House Development 705 Cut Hill Road, Cobbitty, NSW	www.bmb-engineers.com.au Ph: 02 9588 1332 Email: info@bmbengineers.com.au Web: www.bmbengineers.com.au	M Pradhan	MP	Stormwater Concept Plan	Dwg. No. - 1618
23.10.2017	B	MP			ME, BE (Civil) MIE Aust			Sheet No. 1/6



Date	Revision	By	Project:	BMB ENGINEERS	Drawn by	Title	Scale - NTS
21.07.2017	A	MP	STORMWATER DESIGN	705 Hill Street, Cobbitty, NSW Ph: 02 4620 2020 Email: info@bmbengineers.com.au Web: www.bmbengineers.com.au	M Pradhan ME, BE (Civil) MIE Aust	Key Diagram	Dwg. No. - 1618
23.10.2017	B	MP	Proposed Green House Development 705 Cut Hill Road, Cobbitty, NSW		Date 21/07/2017		Sheet No. 2/6

**Attachment 2** **ORD06**

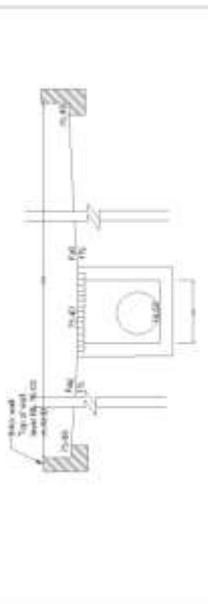
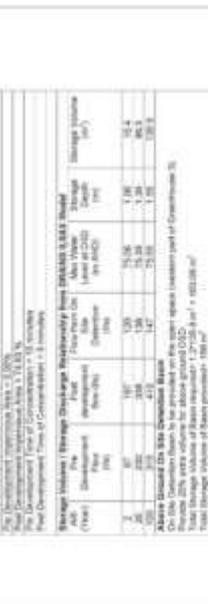
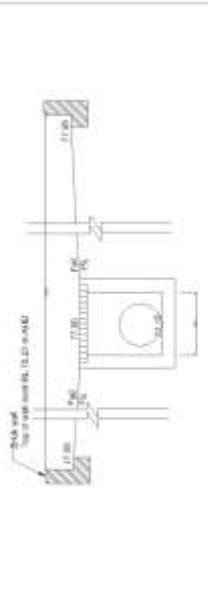
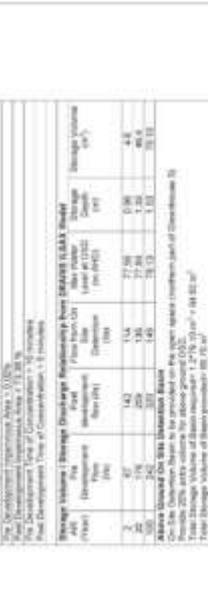
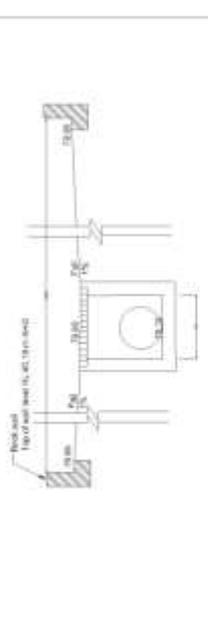
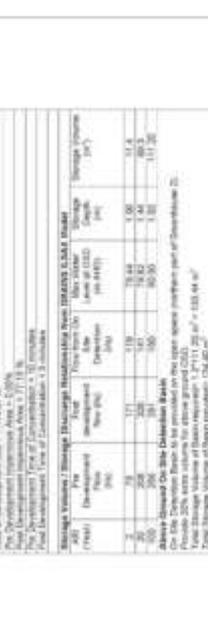


Date	Revision	By	Project:	BMB ENGINEERS	Drawn by	Title	Scale
21.07.2017	A	MP	STORMWATER DESIGN	www.stormwater-engineers.com.au Ph. 02 9628 7373 Email: info@stormwater-engineers.com.au Web: www.stormwater-engineers.com.au	M Pradhan	Stormwater Concept Plan	1:500 @ A1
23.10.2017	B	MP	Proposed Green House Development 705 Cut Hill Road, Cobbitty, NSW		ME, BE (Civil) MIE Aust		Dwg. No. - 1618
					Date		Sheet No. 3/6
					21/07/2017		



Date	Revision	By	Project:	BMB ENGINEERS	Drawn by	Title	Scale
21.07.2017	A	MP	STORMWATER DESIGN	WE stormwater, structural & geotechnical engineers 100/108/107 Email: info@bmbengineers.com.au Web: www.bmbengineers.com.au	MP	Stormwater Catchment Plan	1:500 @ A1
23.10.2017	B	MP	Proposed Green House Development 705 Cut Hill Road, Cobbitty, NSW		M Pradhan (ME, BE (Civil) MIE Aust)		Dwg. No. - 1618
							Sheet No. 4/6
							Date 21/07/2017



 <p>On site Detention Basin1:Section A-A not to scale</p>	 <p>On site Detention Basin1:Section B-B not to scale</p>	 <p>On site Detention Basin1:Section C-C not to scale</p>
 <p>On site Detention Basin2:Section B-B not to scale</p>	 <p>On site Detention Basin1:Section B-B not to scale</p>	 <p>On site Detention Basin1:Section C-C not to scale</p>
 <p>On site Detention Basin1:Section A-A not to scale</p>	 <p>On site Detention Basin1:Section B-B not to scale</p>	 <p>On site Detention Basin1:Section C-C not to scale</p>
<p><b>Date</b> 21.07.2017</p>	<p><b>Revision</b> A</p>	<p><b>By</b> MP</p>
<p><b>Project:</b> STORMWATER DESIGN Proposed Green House Development 705 Cut Hill Road, Cobbitty, NSW</p>		
<p><b>BMB ENGINEERS</b> c/o: stormwater, structural &amp; geotechnical engineers 10/185 St Johns Rd Epping NSW 1503 WWW: www.bmbengineers.com.au</p>		
<p><b>Drawn by</b> MP <b>Design by</b> M Pradhan ME, BE (Civil) MIE Aust <b>Date</b> 21/07/2017</p>		
<p><b>Title</b> Cross-section of OSD</p>		
<p><b>Scale - NTS</b> Dwg. No. - 1618 Sheet No. 6/6</p>		

# PROPOSED CAR PARK, DRIVEWAY & ASSOCIATED WORKS 705 CUT HILL RD, COBBITTY

**GENERAL NOTES:**

1. THE CAR PARK, DRIVEWAY AND ASSOCIATED WORKS ARE SHOWN ON THE PLAN AND SECTION DRAWINGS. THE EXISTING AND PROPOSED DRIVEWAY AND ASSOCIATED WORKS ARE SHOWN ON THE PLAN AND SECTION DRAWINGS.
2. THE EXISTING DRIVEWAY AND ASSOCIATED WORKS ARE SHOWN ON THE PLAN AND SECTION DRAWINGS.
3. THE PROPOSED DRIVEWAY AND ASSOCIATED WORKS ARE SHOWN ON THE PLAN AND SECTION DRAWINGS.
4. THE EXISTING DRIVEWAY AND ASSOCIATED WORKS ARE SHOWN ON THE PLAN AND SECTION DRAWINGS.
5. THE PROPOSED DRIVEWAY AND ASSOCIATED WORKS ARE SHOWN ON THE PLAN AND SECTION DRAWINGS.

**DRAWING SET**

NO.	DESCRIPTION	DATE
1	PROPOSED CAR PARK, DRIVEWAY AND ASSOCIATED WORKS	10/20/17
2	PROPOSED CAR PARK, DRIVEWAY AND ASSOCIATED WORKS	10/20/17
3	PROPOSED CAR PARK, DRIVEWAY AND ASSOCIATED WORKS	10/20/17

**SURVEY AND SERVICES INFORMATION**

DATE: 10/20/17  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

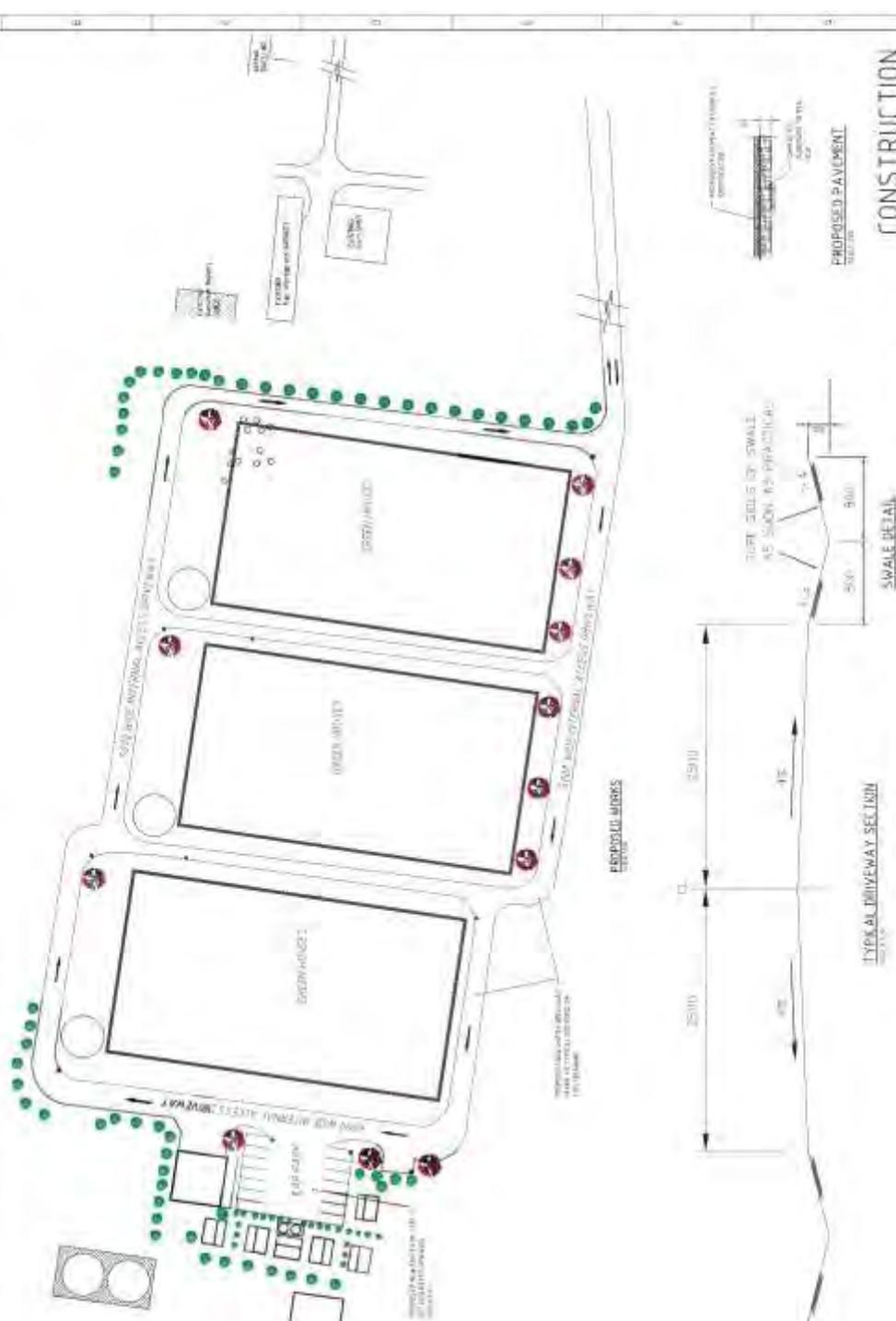
**WARNING**

THE DRAWING IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION WITHOUT THE APPROVAL OF THE ENGINEER. THE ENGINEER'S OFFICE IS NOT RESPONSIBLE FOR ANY DAMAGE TO PROPERTY OR PERSONS ARISING FROM THE USE OF THIS DRAWING.

**KEY NOTES**

1. THE EXISTING DRIVEWAY AND ASSOCIATED WORKS ARE SHOWN ON THE PLAN AND SECTION DRAWINGS.

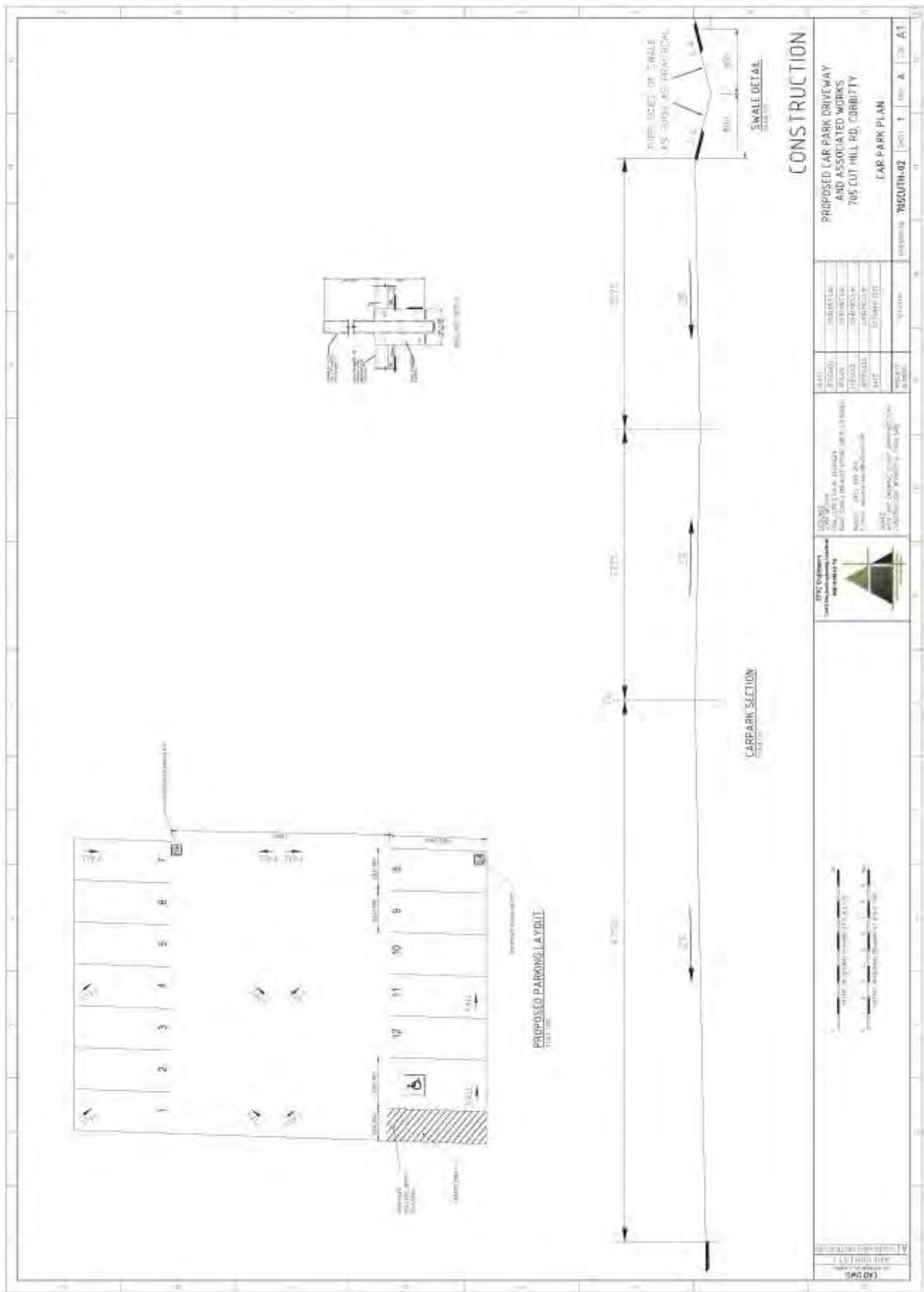
2. THE PROPOSED DRIVEWAY AND ASSOCIATED WORKS ARE SHOWN ON THE PLAN AND SECTION DRAWINGS.



**CONSTRUCTION**

PROPOSED CAR PARK, DRIVEWAY AND ASSOCIATED WORKS  
 705 CUT HILL RD, COBBITTY  
 SITE PLAN AND DRIVEWAY DETAILS

NO.	DESCRIPTION	DATE
1	PROPOSED CAR PARK, DRIVEWAY AND ASSOCIATED WORKS	10/20/17
2	PROPOSED CAR PARK, DRIVEWAY AND ASSOCIATED WORKS	10/20/17
3	PROPOSED CAR PARK, DRIVEWAY AND ASSOCIATED WORKS	10/20/17



ORD06

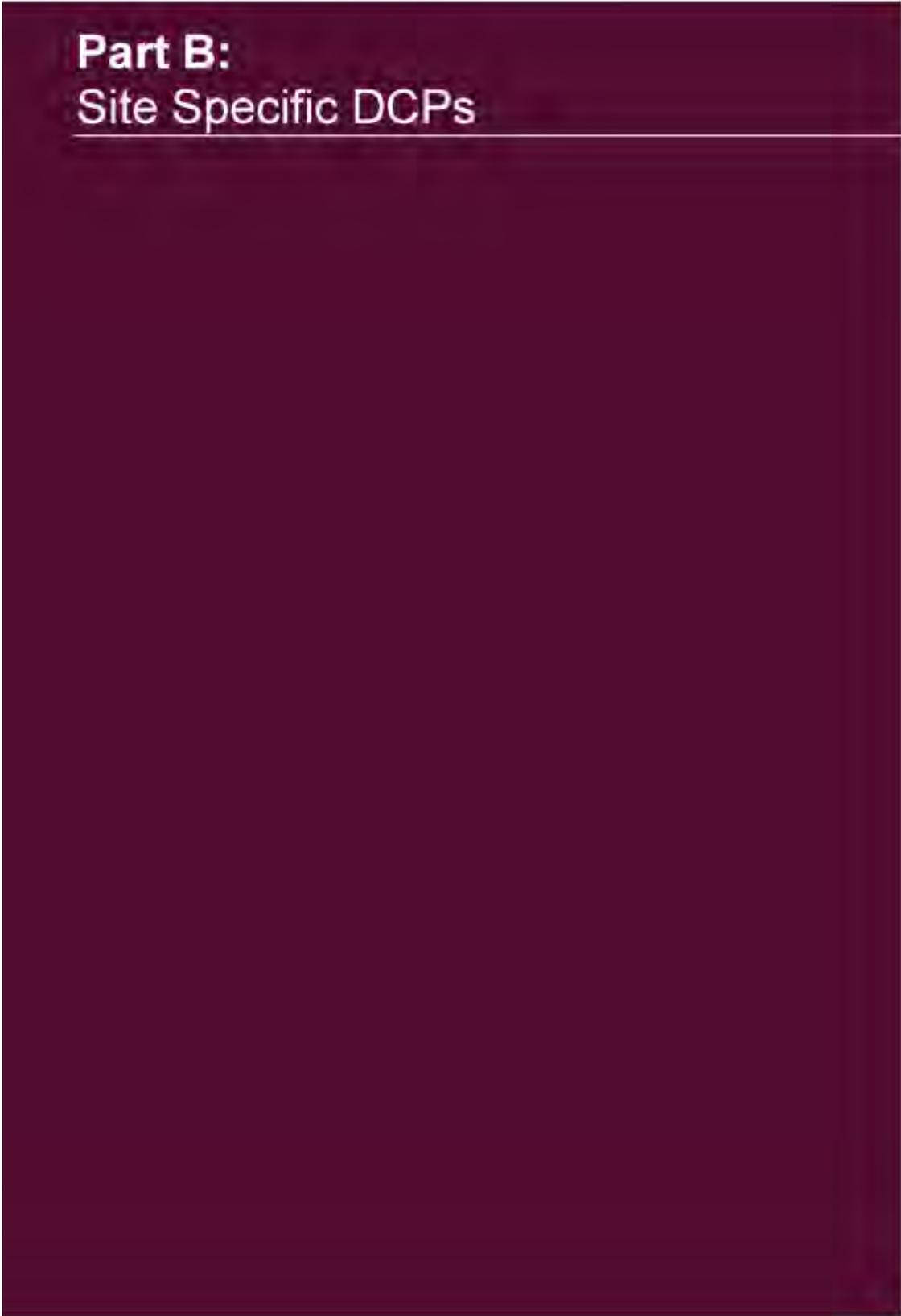
Attachment 2

ORD07

Attachment 1

**Part B:**  
**Site Specific DCPs**

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Part B of the DCP is proposed to incorporate the site specific DCP amendments. As each DCP amendment is adopted ~~Table 1~~ **Table 1** below is to be updated. Appendix B sets out the matters to be addressed within the Part B DCP for each special area.

**Table 1:** Adoption Dates of Part B DCP Amendments

Special area	Date adopted
B1 The Entertainment Precinct	20 May 2009 (amended TEA)
B2 Riparian Protection Area	20 May 2009
B3 Turner Road Employment Area	26 August 2009
The Neighbourhood Centre	11 November 2013

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### B1 The Entertainment Precinct

#### 1.0 Introduction

##### 1.1 Land to which this Part applies

This part of the DCP applies to all development on the land shown at Figure 1 enclosed by a dashed yellow line cross hatched in red

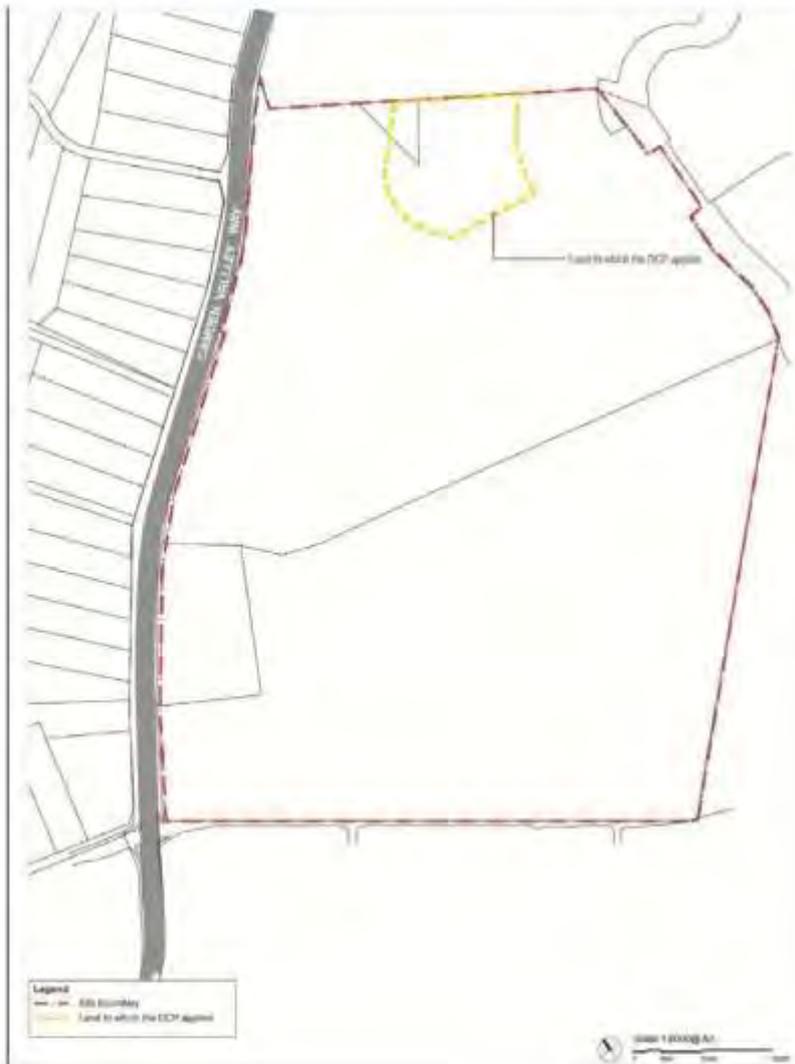




Figure 1 Land to which this Part applies

## 1.2 The Purpose of this Part

The purpose of this Part is to:

- Establish the planning, design and environmental objectives and controls against which Camden Council will assess future development applications (DAs) for land within The Entertainment Precinct;
- Provide the detailed planning and design controls for The Entertainment Precinct;
- Provide a framework to facilitate high quality urban design outcomes, for the public and private spaces within the Precinct;
- Provide a structure for preferred land uses and activities within the Entertainment Precinct.

## 1.3 Structure of this Part

This Part is structured as follows:

**Section 1:** sets out the administrative provisions of this section of the DCP.

**Section 2:** sets out the vision and development objectives for The Entertainment Precinct.

**Section 3:** outlines the access and movement requirements for The Entertainment Precinct.

**Section 4:** outlines the design principles for the public domain for The Entertainment Precinct.

**Section 5:** outlines the design principles for the land uses and built form for The Entertainment Precinct.

### Notes

*This Part B DCP contemplates that development may extend beyond the northern boundary of The Entertainment Precinct and that development within the Precinct may have an inter-relationship with future development to the north. Development that extends beyond the precinct into the land to the north should ensure that the Urban Design Principles of this DCP guiding built form, views and vistas, public spaces and circulation and movement are carried through into any elements outside the precinct. Development of the lands to the north will be subject to a separate planning process.*

## 2.0 Vision and Development Objectives

### 2.1 Vision and Development Objectives

The vision and objectives are:

- (a) To support the provision of a variety of recreation, entertainment, residential and support uses within the precinct;
- (b) To provide the opportunity for the provision of support retail and commercial facilities within the precinct;
- (c) To create a mixed use entertainment, leisure, support retail and amenity services and residential precinct focused around and adjacent to the Entertainment Precinct;
- (d) To ensure that the detailed design of the precinct is undertaken in a co-ordinated manner in order to achieve a high quality urban design outcome;
- (e) To provide a structure for preferred uses and activities within the precinct;
- (f) To provide a structure plan for the interface between the public and private domain that maximises the outlook and orientation for all uses;
- (g) To reinforce the "hilltop" location of the precinct as a focal point for development within the locality;
- (h) To reinforce the potential private and public domain vistas through the provision of a strong north south axis through the precinct;
- (i) To provide and reinforce a strong visual link to the Gledswood Estate to the north of the precinct;
- (j) To provide a structure for the management of transport and service vehicle access.

### 2.2 Controls

- (1) Development of The Entertainment Precinct is to respond to and demonstrate achievement of the design outcomes depicted in Figures 2 and 3.
- (2) Development shall be generally consistent with the following development outcomes:

#### Layout

- A central 20m wide north south axis is to be provided to the north of The Heritage Way to protect and reinforce the view cone that broadens out down the valley and towards the Gledswood Estate and the district views to the south;
- The location of buildings, streets and open spaces is to reinforce the central north south axis;
- The secondary view axes align with the ridges to the north as depicted in Figure 2. These secondary axes are to be reinforced by the provision of 10m wide visual corridors within which can provide secondary access roads to service future development within the precinct;
- All development and built form that abuts the central north south axis are to address the axis alignment.

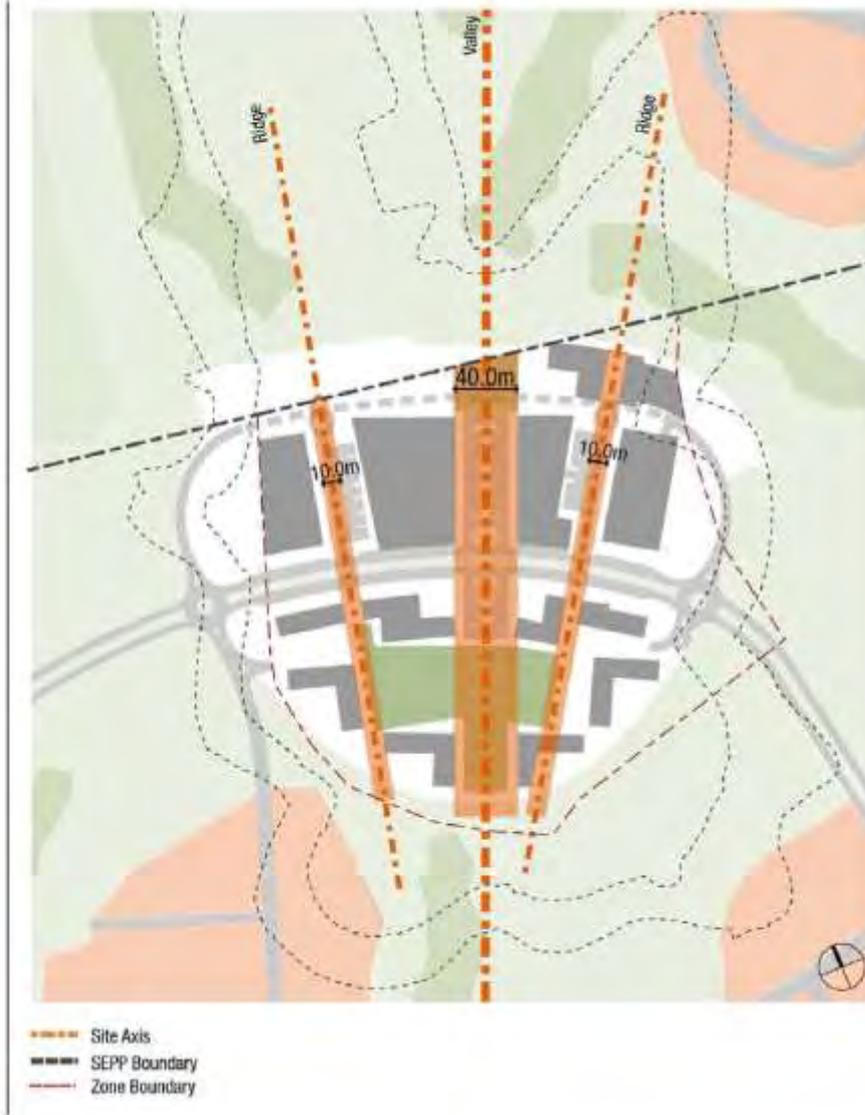
#### Public Domain

- The central 20m wide north south axis is to form the focal point of the precinct with a public plaza or open area component;
- Car parking can be provided within or under the central north south axis;
- Building orientation and location is to maximise opportunities to utilise the available district views from the public domain areas;

**Note:** "Public Domain" in this Part of the DCP refers to areas that will be accessible to the public and not necessarily in public ownership.

#### Private Domain

- Development should maximise the available northerly aspect and district outlooks;
- Development must be located to reinforce the primary central axis and secondary axes;
- Transparent elements 10m wide at ground level and above, such as atria or undercrofts, are to be provided in buildings within the precinct where a secondary view axis intersects with the proposed building location (Figures 2 and 3). Such transparent building elements are to retain and reinforce the visual linkages along the secondary alignments;
- The location of buildings at the northern extremity of the precinct shall ensure that a separation of 90.35m over the central north south axis is provided to ensure the expansive view cone to the north is reinforced (Refer to Figure 12 at Section 5).



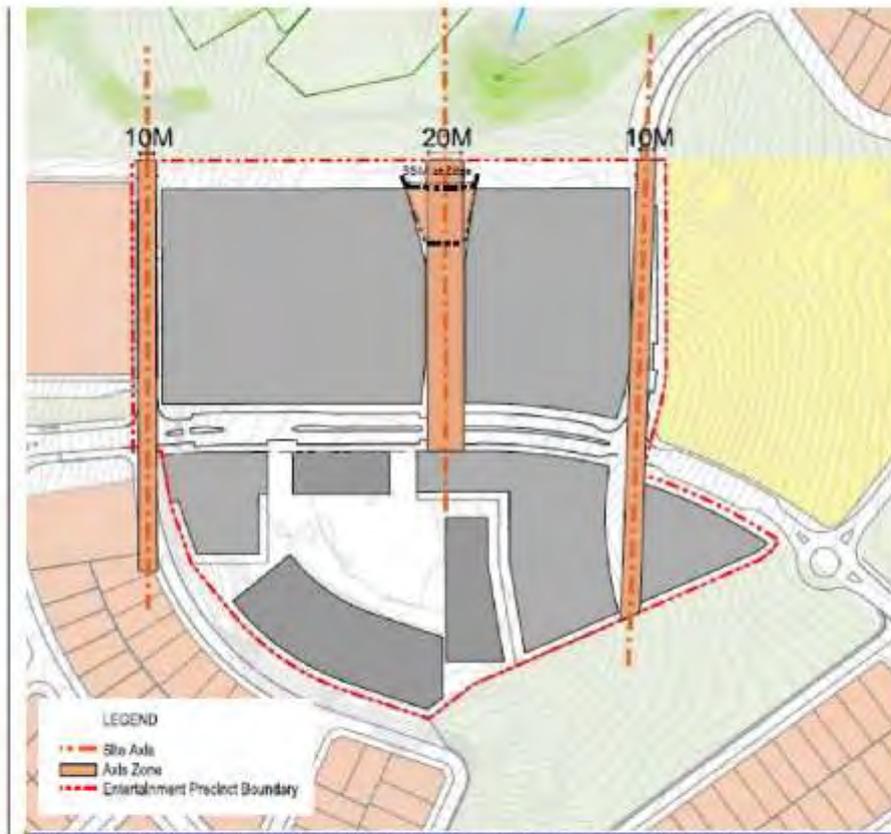


Figure 2: Principle north south axis along the Valley and secondary axes along the nogelines providing view corridors and view cone.

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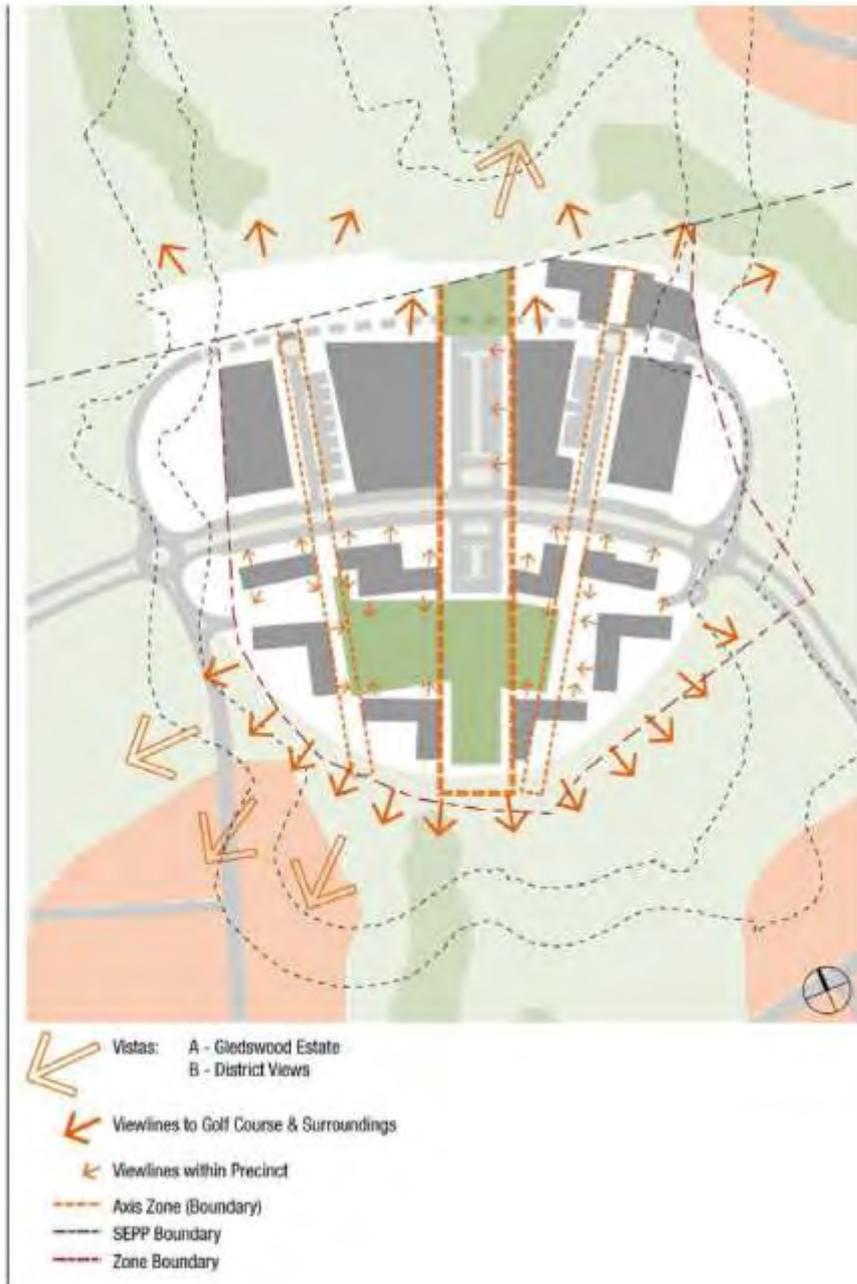




Figure 3 Views and vistas available from The Entertainment Precinct

### 3.0 Access and Movement

#### 3.1 Introduction

Part A of the DCP identifies the arterial and sub-arterial road network for the whole of the Turner Road Precinct. This part of the DCP provides lower order circulation patterns to provide servicing for the future development within The Entertainment Precinct.

#### 3.2 Objectives

The objectives for access and movement are:

- (1) Provide safe and clearly defined vehicular access points off The Hermitage Way ~~the east-west sub-arterial access road~~;
- (2) To provide opportunities for servicing of future development that minimises the number of connections required onto ~~The Hermitage Way the sub-arterial access road~~;
- (3) To integrate pedestrian and cycle access options into the development of the Precinct;
- (4) To ensure ~~The Hermitage Way the sub-arterial access road through the precinct~~ can accommodate public transport services;
- (5) To clearly delineate a transition into The Entertainment Precinct to signify the dominance of pedestrian traffic in the vicinity by the creation of a slow zone through The Entertainment Precinct;
- (6) To provide appropriately located car parking areas and on street car parking opportunities on ~~The Hermitage Way the sub-arterial access road~~ that traverses the Precinct, ~~and~~
- (6x7) ~~To promote street activation through the provision of outdoor dining.~~

#### 3.3 Controls

- (1) Development of The Entertainment Precinct is to respond to and demonstrate achievement of the design outcomes depicted in Figures 4, 5, and 6
- (2) Development shall be generally consistent with the following design outcomes:

##### Layout

- ~~Two north-south~~ Access roads and service streets off the east west road are to be ~~provided~~ oriented along the secondary axes as shown in Figure 4. These access and service roads are to be located to provide rear service and access for development within the precinct and to minimise disruption and conflict with pedestrian circulation throughout the precinct by avoiding the need for individual site access points from ~~The Hermitage Way the east-west road~~;
- The road treatment through The Entertainment Precinct is to incorporate appropriate traffic calming, threshold slow zones and pedestrian crossings to maximise pedestrian safety and amenity;
- The provision of cycleways and pedestrian pathways are to be integrated into the precinct planning to provide safe and attractive options for users;
- ~~The Hermitage Way The east-west road through the precinct~~ is to be designed to accommodate public transport access and provision for bus stops.

##### Public Domain Treatment

- The road reserve treatments are to be generally in accordance with Section 3.0 of Part A of this DCP, except where specific guidance is provided by this Part for ~~The Hermitage Way the east-west road~~ and the north-south centre ~~axis~~ street;
- The treatment of ~~The Hermitage Way the east-west road~~ through and within the precinct is to be in accordance with the typical ~~layout~~ section at Figure 5 and is to include an appropriate transition for the cycleways entering and exiting the precinct;
- ~~Footpaths along the Hermitage Way~~ are to be designed to allow for the provision of future outdoor dining areas, including extended footpath widths between parking bays;
- A break in the median along ~~The Hermitage Way the east-west road~~ is permissible to facilitate vehicular access between ~~The Hermitage Way the east-west road~~ and the existing country club on Lot 3 DP 11754881215911
- The north-south access roads are to comply with the minimum cross section requirements of Part A 3.0 of this DCP.

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**Private Domain**

- All development loading areas are to be serviced from the rear, away from The Hermitage Way, the east-west road and the north-south axis street.
- Driveways, service docks and waste storage areas are to be appropriately treated and designed to maximise safety and minimise their visual appearance and detract from the quality of the public domain environment.

**Car parking provision**

- Car parking is to be designed and allocated to land uses in accordance with Camden Development Control Plan 2006.
- Car parking for development within the Entertainment Precinct is ideally to be provided in below grade (i.e. underground or basement parking).
- Any variations to proposed parking configurations within The Entertainment Precinct must consider the following:
  - Minimise the impact of the visual appearance of car parking areas (i.e. where viewed from The Hermitage Way) to maintain the quality of the public domain environment;
  - Parking areas (whether at-grade or multi-storey above ground) are to be appropriately treated, screened, landscaped and designed to maximise safety and passive surveillance opportunities; and
  - Access to proposed car parking areas is to be generally in accordance with Figure 4.

**Note:** Development of The Entertainment Precinct is dependent upon improved access being provided to Camden Valley Way via the North Seine Road or by an appropriate alternative route.



- Cycleway
- Slowzone
- ▶ Access Point
- ▷ Access to Parking / Servicing
- - - Axis Zone (Boundary)
- - - SEPP Boundary
- - - Zone Boundary
- Services/Access Ramps
- Belvedere/Parking

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Figure 4: Access configurations and cycleway provision

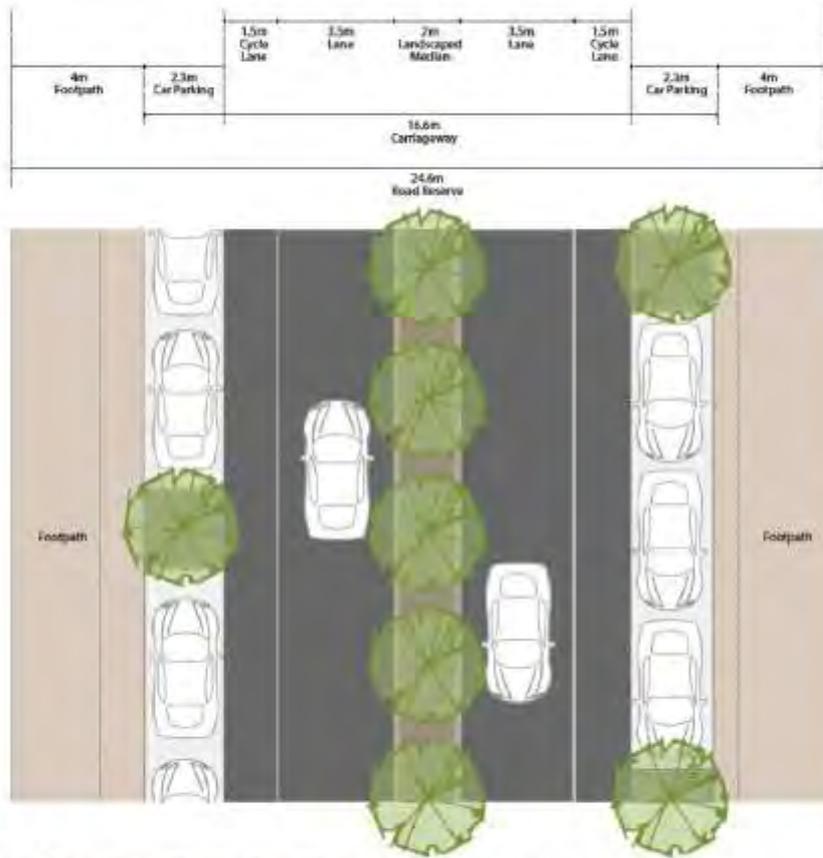


Figure 5: Typical Layout of the Hermitage Way Cross section of the east-west road treatment.

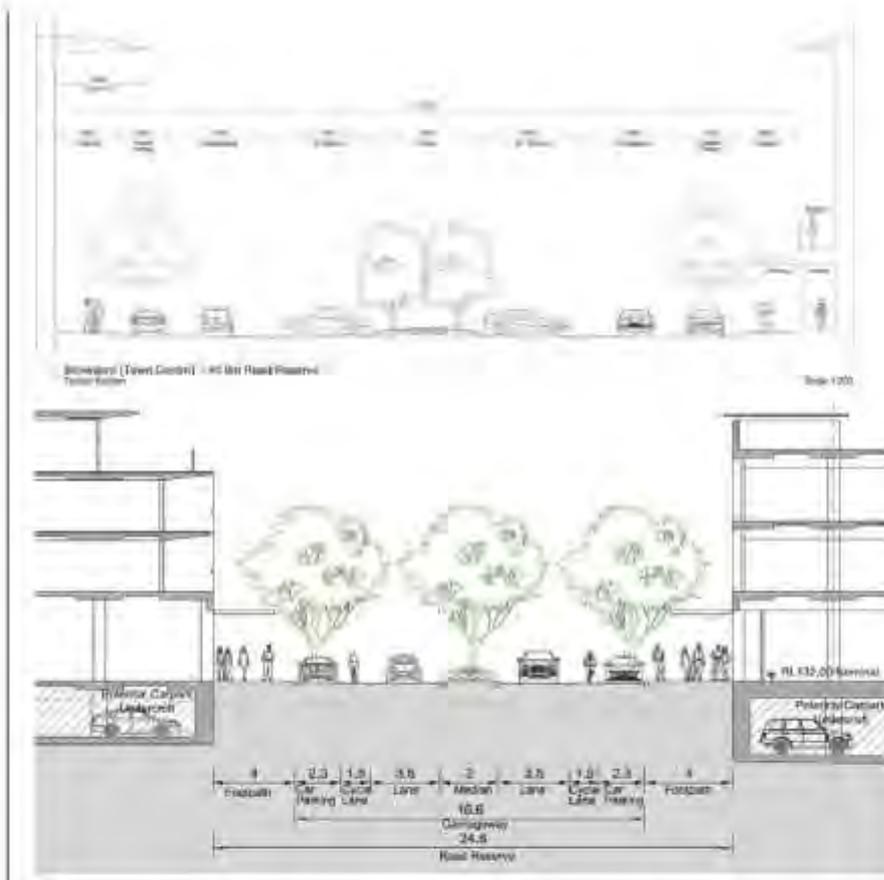


Figure 6: Indicative cross section of The Hornsby Way, the north-south central street treatment

**4.0 Public Domain**

**4.1 Introduction**

For the purpose of this section of the DCP the public domain is taken to be areas that are open to be accessed, utilised and viewed by the public and includes areas such as footpaths, open landscaped areas, cycleways and circulation spaces whether or not they are owned by a public authority.

**4.2 Objectives**

The public domain objectives are:

- (1) To create a vibrant and attractive precinct for entertainment, recreation, residential and support retail and commercial services;
- (2) To create a civic space along the central north south axis as a central focus for the precinct;
- (3) To create an area that encourages active and casual interaction;
- (4) To create an entertainment and mixed use precinct that is a focus for the needs and demands of future residents in the immediate and broader locality;
- (5) To encourage pedestrian and cycle circulation through and around the precinct;
- (6) To provide a combination of active and casual entertainment destinations and locations;
- (7) To provide a built environment with strong visual linkages to the developed landscape of surrounding land uses;

- (8) To provide open space areas that reinforce the division of the precinct into development quadrants that respond to the desire to provide strong visual linkages to the surrounding landscape.

#### 4.3 Controls

- (1) Development of The Entertainment Precinct is to respond to and demonstrate achievement of the design outcomes depicted in Figures 6-7, 8 and 9.
- (2) Development shall be generally consistent with the following outcomes:

##### Layout

- Development is to provide open, unbuilt upon areas generally consistent with Figure 7;
- The open unbuilt upon areas can be above car parking and vehicle circulation structures;
- The layout of buildings is to respect and reinforce the required central and secondary axis alignments;
- Open space areas should be configured to provide high levels of amenity and utility for adjoining development;
- Development should be configured to provide casual surveillance of the open space areas to avoid the creation of unsafe environments;



Figure 7: Open unbuilt upon areas within The Entertainment Precinct

##### Public Domain Levels

- The central north south axis and adjoining areas as depicted in Figure 8 is to be provided at a preferred RL 132.00 with variation permitted between RL 131 and RL 133 (Figure 8).
- The development of the precinct should grade down from the north-south axis to the perimeter of the precinct to respect the topography of the site and optimise district views RL 127.00 at the perimeters with variation permitted between RL 126 and RL 128.

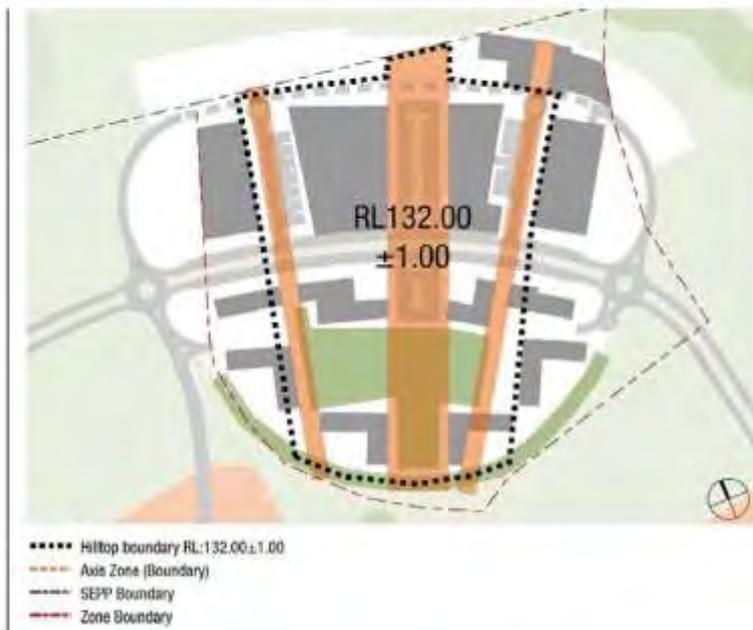




Figure 8: Target contour levels for The Entertainment Precinct

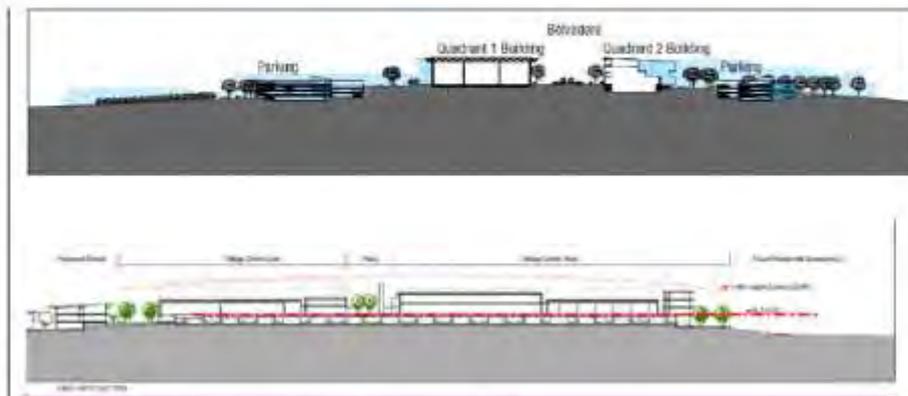


Figure 9: Typical east west and earth earth section through quadrants 1 and 2

Figure 9 provides a typical cross section across the central street East-West axis and the wider precinct to demonstrate the intended relationship of buildings and the public domain spaces. The typical section does not represent required building uses or forms but clarifies the relationship of car parking access off the service roads and the built form to the central north south axis.

**4.4 Public Domain Principles**

A public domain and landscape palette is to be developed in conjunction with Camden Council prior to the commencement of any works in the public domain of the Entertainment Precinct.

The public domain and landscape palette is to address the following issues:

- Provision of a unifying landscape treatment for the precinct.
- Guidelines for the provision of street furniture, paving treatments, signage and public art.
- Integration of public domain landscaping with private domain landscaping
- Providing amenity and shaded areas.
- Safety by design.

*Note: The public domain and landscape palette may be an element of a broader urban design strategy for the entertainment precinct that addresses matters such as building materials and finishes and roof forms.*

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## 5.0 Landuse and Built Form

### 5.1 Objectives

The land use and built form objectives are:

- (1) To provide a layout and configuration that reinforces the objectives and desired future character of the precinct;
- (2) To provide guidelines for the allocation of land uses that responds to the site characteristics and zoning that applies to the site;
- (3) To provide setback and orientation controls that reinforce the view axes and sight lines available from the precinct;
- (4) To provide setbacks that frame the public areas and provide an amenity and landscaped setting for residential development within the precinct;

(A)(4) To encourage active street frontages in suitable locations

### 5.2 Controls

#### General Controls

- (1) The development of The Entertainment Precinct is to respond to and demonstrate achievement of the development outcomes depicted in Figures 10, 11, 12, 13 and 143;
- (2) Development within the precinct can contain a maximum aggregate of 3,500m<sup>2</sup> GLAR of 'shop' premises. Any individual 'shop' premises is to be no more than 1,8500m<sup>2</sup> GLAR;
- (3) All non-residential development must include a signage strategy that demonstrates the integration of business and building identification signage into the overall building design;

(A)(4) Any large format 'shop' (i.e. small supermarket) is to be located within zone 2 in figure 11

(A)(5) Development shall be generally consistent with the following outcomes:

#### Layout Active Frontages

- Active frontages are to be provided generally in accordance with Figure 10.

- A building has an 'active street frontage' if all premises on the ground floor of the building facing the street or the north-south plaza are primarily used for the purposes of business premises or retail premises. This doesn't preclude other uses such as residential, community facilities or entertainment, provided they are designed to create a positive relationship with the street and public domain.

- An active street frontage is not required for any part of a building that is used for any of the following:

- entrances and lobbies (including as part of mixed use development);
- access for fire services; and
- vehicular access.

- Where an active street frontage is not identified, buildings are to be designed to create a positive relationship with the street and public domain. Buildings are to be articulated through architectural treatments and materials.

Development is to address the central north-south axis and the east-west road to reinforce the provision of active frontages to these public areas.

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Figure 10: Active Frontages

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**Land uses within the precinct**

The Entertainment Precinct is divided into four development zones quadrants (Figure 110) comprising:

1. **Zone 1- North** The north-western quadrant;
2. **Zone 2- Central** The north-eastern quadrant;
3. **Zone 3- South West** The south-western quadrant;
4. **Zone 4- South East** The south-eastern quadrant.

The preferred and alternate land uses within each zone quadrant are provided below and are grouped into land use categories. This will allow for the flexible delivery of permissible uses in accordance with the State Environmental Planning Policy (Sydney Region Growth Centres) 2006. All land uses must demonstrate that the key built form objectives and principles to reinforce the axis alignments through the precinct are achieved.

**Development Sequence**

- The north-south central axis street, indicative east-west service road and The Hermitage Way the sub-arterial main access road divide the precinct into four development zone quadrants. The development of these zones quadrants can be undertaken in any sequence. Completion of any zone quadrants not a pre-requisite for the commencement of development within any other zone quadrant.

**Zone 1 North-western quadrant (1)**

Preferred land uses:

- Residential, retail/commercial (adjoining open space plaza area) car park, club, community use building, mixed use development, residential office premises, retail premises, tourist accommodation

Alternate land uses:

- hotel, residential fat building,

**Zone 2 North-eastern quadrant (2)**

Preferred land uses:

- Mixed use development – which may include entertainment, community, commercial, retail and residential, car park, hotel, mixed use development, office premises, retail premises, tourist accommodation

Alternate land uses:

- club, community use building, residential fat building.

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Comment [JP2]: Post exhibition change – comma added between residential and car park

**Zone 3 South western quadrant (3)**

**Preferred land uses:**

- Club, mixed use development –residential (including seniors housing), multi-dwelling housing, residential flat building, seniors housing, mixed use development, retail (maximum aggregate GLAR of "shop" space of 350m<sup>2</sup> on Lot 3 DP1215911), commercial (i.e. business and office premises).

**Alternate land uses:**

- business premises

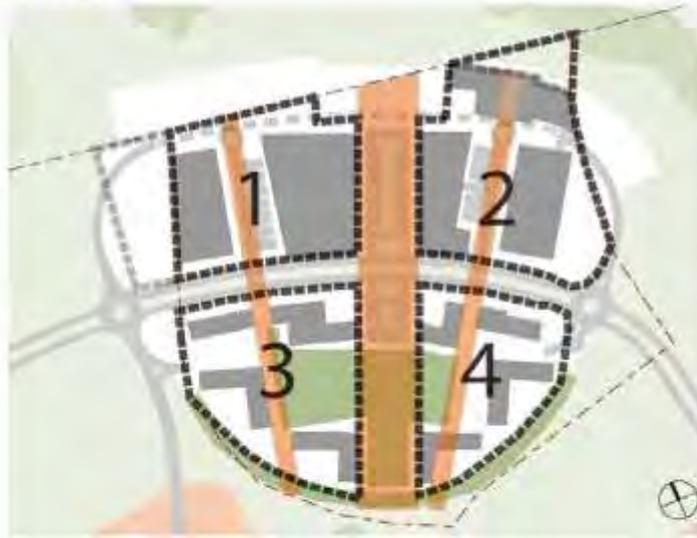
**Zone 4 South eastern quadrant (4)**

**Preferred land uses:**

- Mixed use development – which includes retail, commercial and residential.

**Alternate land uses:**

- business premises



- 1 Precinct Zone 1: Community, Commercial, Retail, Recreation
- 2 Precinct Zone 2: Mixed Use, Commercial, Retail, Residential
- 3 Precinct Zone 3: Residential
- 4 Precinct Zone 4: Residential
- Axis Zone (Boundary)
- SEPP Boundary
- Zone Boundary

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Figure 110: Quadrants within The Entertainment Precinct.

#### Public Domain Relationship

Development in [zones/quadrants 1 or 2](#) is to:

- Provide articulation / special treatment to identify the entry lobby;
- Provide transparent elements where a view axis intersects with the building (e.g. atrium, undercroft);
- Utilise transparent materials to provide sightlines into internal public spaces (e.g. atrium);
- Cloister or awning treatments are required to provide shading to public domain. The awning or cloister is to provide a minimum 2.0m overhang encroachment;
- Where a building frames a view axis a straight-edge treatment is required to the perimeter of the building along that alignment (Figure 132 and 14);
- Provide a 6.0m setback for levels 1 to 3 fronting the east-west road, allowing the overhang of the fourth level above the setback area to create a cloister effect;
- Buildings located on the primary building alignments as identified under Figure 13 are to be a minimum height of three storeys and are to be built on a nil setback to the street edge;
- Incorporate shading to the central e street (north south axis) public domain with either extended eave lines or a lower level awning/cloister structure treatment
- Blank walls are to be avoided
- Any community building should be of flat roof design incorporating shade structures to facilitate a number of different uses
- Mixed-use buildings should avoid the use of traditional hipped or gabled roof forms and be of single pitch or multi-pitch roof design. Alternate roof shapes may be considered on a merit basis.

#### Development in Zone 3

- Buildings located on the primary building alignments as identified under Figure 13 are to be a minimum height of three storeys and are to be built on a nil setback to the street edge
- Any fifth (or more) storey is to be setback a minimum of 3.6m from the street edge to The Hermitage Way.
- Any fifth (or more) storey element on the eastern boundary within Lot 3 DP1215911 (the existing club) is to be setback a minimum of 3.0m from the floor below along its eastern side to provide an appropriate transition to the eastern boundary.

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- Buildings along the southern boundary are to step down in height to the southern boundary to protect the amenity of the adjacent residential land to the south and south-east in terms of overshadowing and visual dominance.
- The building located on the southern boundary on Lot 3 DP1215911 (the existing club) is to be a maximum height of 2 storeys and provide a landscaped setback in accordance with Figure 14 to mitigate visual and acoustic impacts on adjoining residential development to the south and south-west.
- All new commercial promises are to comply with Council's Environmental Noise Policy, the EPA's Industrial Noise Policy and where applicable, the Office of Liquor and Gaming Regulations standard conditions.

#### **Residential flat buildings and multi dwelling housing**

Residential flat building or multi dwelling housing in any zone quadrant is to:

- Recognise the importance of view lines to vistas and district views;
- Provide transparent elements where view axis intersects with the building (e.g. atrium, under-croft);
- Buildings should frame the view axis by referencing or aligning with the axis boundary;
- The use of integrated balconies is preferred. The use of cantilevered balconies may be considered on a merit basis;
- Provide eaves to shade upper balcony areas. Large eave overhangs are encouraged for architectural expression and enhanced passive solar design;
- Apartment buildings should avoid the use of hipped or gabled roof forms and should be of single pitch or multi-pitch design;
- Blank walls are to be avoided;
- Parking is to be provided below grade where possible. Alternatively, other parking configurations may be provided but are to be appropriately treated and designed to maximise safety and minimise their defraction from the quality of the public domain environment;
- Private dwellings should provide casual surveillance to public domain areas;
- Private dwelling entry points should respect and respond to adjoining public domain areas.
- Address the requirements of Section 7.12 of Part A of this DCP.

#### **Private domain building form**

Buildings should reflect the form and scale outlined in Figure 124, represents indicative developable zones and not necessarily the form and scale of buildings



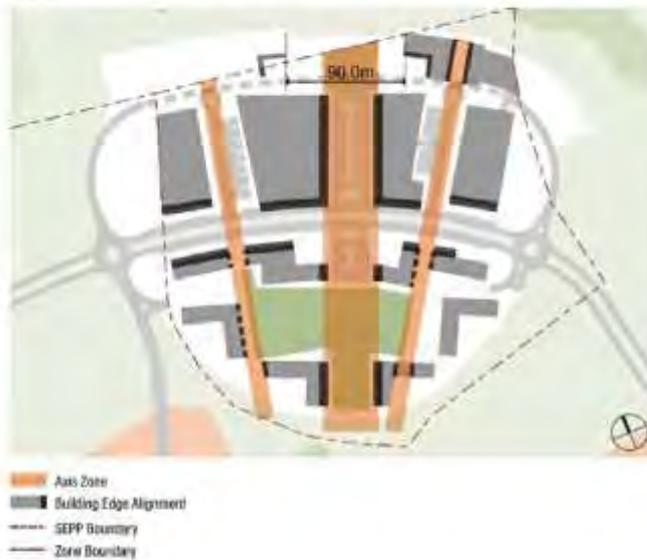


Figure 12. Developable Zones

**Building alignment and setbacks**

Buildings alignments are to reflect the setbacks and alignments allocated in Figures 132 and 143. The setbacks required are to be measured from the lot boundary fronting the public roads created by future subdivision and development.

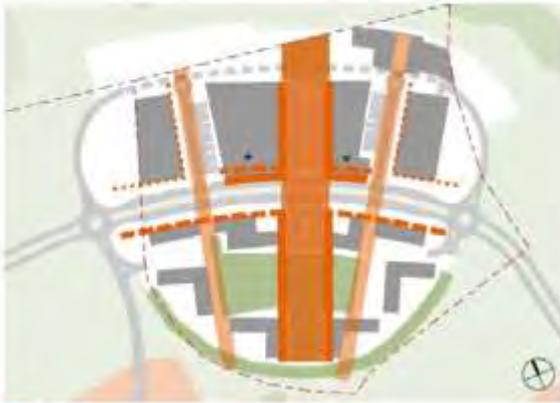
Figure 132 identifies building edge locations where buildings should be designed to reinforce the axis alignments created through the precinct and the locations where buildings should front and address these edges.



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Figure 132 Primary building alignments and building transparency locations



- Axis Zone
- On Setback (Ground Floor)
- On Setback (\* Upper Floors)
- Thin Setback
- SCPP Boundary
- Zone Boundary



Figure 143: Building setbacks requirements for The Entertainment Precinct

**Materials finishes and Colours**

All applications for the construction of new buildings are to include a proposed schedule of materials and finishes. Any schedule of materials and finishes is to demonstrate that the following concepts are achieved.

- Tripartite stratification of building elements (e.g. Base, middle, top-roof); and
- Distinct identities for retail/community uses as compared with residential uses.

**Environmental Management in non-residential development**

Applications for non-residential buildings are encouraged that are ecologically sustainable and minimises waste production. As a minimum this is to be demonstrated by all development for non residential purposes being required to achieve a minimum 4 star rating under the Australian Building Greenhouse Rating (ABGR) scheme.

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**lindsaytaylorlawyers**

*planning • environment • real estate*

### **Third Deed of Variation**

## **Gledswood Hills Planning Agreement**

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

**Camden Council**

**SH Camden Valley Pty Limited (As Trustee for the  
SH Camden Valley Unit Trust)**

Date:

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**lindsaytaylorlawyers**

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**Third Deed of Variation to Gledswood Hills Planning Agreement**  
**Camden Council**  
**SH Camden Valley Pty Limited (As Trustee for the SH Camden Valley Unit Trust)**



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**Third Deed of Variation**  
**Gledswood Hills Planning Agreement**

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Attachment 2

**Third Deed of Variation to Gledswood Hills Planning Agreement**  
**Camden Council**  
**SH Camden Valley Pty Limited (As Trustee for the SH Camden**  
**Valley Unit Trust)**



**Third Deed of Variation to Gledswood Hills Planning Agreement**

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

**Parties**

**Camden Council** ABN 31 117 341 764 of 70 Central Avenue, Oran Park, NSW 2570  
**(Council)**

and

**SH Camden Valley Pty Limited** ABN 37 137 331 376 of 68 Waterloo Road,  
 Macquarie Park, New South Wales as Trustee for the SH Camden Valley Unit Trust (ABN 46  
 767 052 801) **(Landowner)**

**Background**

- A The Parties are Parties to the Planning Agreement.
- B Pursuant to clause 45 of the Planning Agreement, the Parties agree to amend the Planning Agreement to, amongst other things, to include a new Stage E for the Entertainment Precinct of the Development and to amend the timing and amount of monetary contributions to be paid for the part the Land that will become the Entertainment Precinct if the *Turner Road Precinct Development Control Plan 2007* is amended, to update title details, to amend the location and layout of open space areas, roads and drainage facilities to be provided by the Landowner and to amend the staging boundaries.

**Operative provisions**

**1 Interpretation**

- 1.1 In this Deed the following definitions apply:
- Deed** means this Deed of Variation and includes any schedules, annexures and appendices to this Deed.
- Planning Agreement** means the Gledswood Hills Planning Agreement pursuant to s93F of the *Environmental Planning and Assessment Act 1979* entered into between the Parties on 8 February 2013 as amended on 14 February 2014 and 12 October 2015.
- 1.2 All other capitalised words used in this Deed have the meanings given to those words in the Planning Agreement.
- 1.3 Clauses 1.2, 38, 40, 42, 43 and 44 of the Planning Agreement apply as if they form part of this Deed with any necessary changes.

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**Third Deed of Variation to Gledswood Hills Planning Agreement**  
**Camden Council**  
**SH Camden Valley Pty Limited (As Trustee for the SH Camden**  
**Valley Unit Trust)**



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## **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.
- 2.2 This Deed is not a planning agreement within the meaning of s93F(1) of the Act.

## **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.

## **5 Amendment to Planning Agreement**

- 5.1 On and from the date this Deed takes effect the Planning Agreement is amended:
  - 5.1.1 in accordance with the marking-up shown on the copy of the Planning Agreement contained in the Schedule, and
  - 5.1.2 such that the plans in Schedule 1 of the Planning Agreement are replaced by the plans contained in Schedule 1 of the Planning Agreement contained in the Schedule to this Deed.

## **6 Registration of this Deed**

- 6.1 The parties agree that this Deed should be registered on that part of the Land:
  - 6.1.1 which is not a Final Lot or Service Lot; and
  - 6.1.2 for which the Landowner is still the registered proprietor as at 15 August 2017.
- 6.2 Each party will co-operate with each other in good faith to achieve the objective set out in clause 6.1.
- 6.3 For avoidance of doubt, clause 30 of the Planning Agreement applies to this Deed in the same way that it applies to the Planning Agreement.

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4

Attachment 2

**Third Deed of Variation to Gledswood Hills Planning Agreement**  
**Camden Council**  
**SH Camden Valley Pty Limited (As Trustee for the SH Camden**  
**Valley Unit Trust)**



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**7 Costs**

- 7.1 The Landowner is to pay to the Council the Council's reasonable 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.
- 7.2 This clause continues to apply after expiration or termination of this Deed.

**8 Explanatory Note**

- 8.1 The Appendix contains the Explanatory Note relating to this Deed required by clause 25E of the Regulation.
- 8.2 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.

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**Third Deed of Variation to Gledswood Hills Planning Agreement  
Camden Council  
SH Camden Valley Pty Limited (As Trustee for the SH Camden  
Valley Unit Trust)**



**ORD07**

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**Schedule**

(Clause 5)

**Amended Planning Agreement**

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

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**Attachment 2**

**Gledswood Hills  
Planning Agreement**

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

**Camden Council  
SH Camden Valley Pty Limited (As Trustee for the  
SH Camden Valley Unit Trust)**

Date:



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## Gledswood Hills Planning Agreement

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Gledswood Hills Planning Agreement – ~~As amended October 2015~~ As amended 2017

3460-3967-9685, v. 1  
www.southgloucester.gov.uk

## Gledswood Hills Planning Agreement

### Summary Sheet

#### Council:

**Name:** Camden Council

**Address:** [70 Central Avenue, Gran Park, NSW 2570](#) [37 John Street, CAMDEN NSW 2570](#)

**Telephone:** (02) 4654 7777

**Facsimile:** (02) 4654 7829

**Email:** [mail@camden.nsw.gov.au](mailto:mail@camden.nsw.gov.au)

**Representative:** Mr Ron Moore – General Manager

#### Landowner:

**Name:** SH Camden Valley Pty Limited (As Trustee for the SH Camden Valley Unit Trust)

**Address:** 68 Waterloo Road Macquarie Park NSW 2113

**Telephone:** (02) 8817 1400

**Facsimile:** (02) 8817 4801

**Email:** [Craig.D'Costa@sekisuihouse.com.au](mailto:Craig.D'Costa@sekisuihouse.com.au)

**Representative:** Craig D'Costa

#### Land:

See definition of *Land* in clause 1.1 and see clause 2.

#### Development:

See definition of *Development* in clause 1.1 and clause 2.

#### Development Contributions:

See Part 2 and Schedule 2.

#### Application of s94, s94A and s94EF of the Act:

See clause 5.

Gledswood Hills Planning Agreement – As amended October 2015 [As amended \(tab 1\)](#)

3460-3967-9685, v. 1  
[cam-arr1749-2015](#)

**Enforcement:**

See clauses 11, 21, 27, 28, 31, 32 and Part 5.

**Registration:**

Yes. See clause 30.

**Restriction on dealings:**

See clause 32.

**Dispute Resolution:**

Expert determination and mediation. See clauses 28 and 29.

## Gledswood Hills

### Planning Agreement

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

#### Parties

**Camden Council** ABN 31 117 341 764 of 70 Central Avenue, Oran Park, NSW 2570 37 John Street, Camden, New South Wales (**Council**)

and

**SH Camden Valley Pty Limited** ABN 37 137 331 376 of 68 Waterloo Road Macquarie Park NSW 2113 As trustee for the **SH Camden Valley Unit Trust** (ABN 46 767 052 801) (**SH Camden Valley**) (**Landowner**)

#### Background

- A The Landowner is the owner of the Land.
- B The Landowner has commenced to carry out the Development.
- C The Landowner proposes to apply to modify the Existing Development Consents in relation to the Development so as to delete the existing section 94 conditions on those Development Consents.
- D The Landowner proposes to apply for one or more further Development Consents in relation to the Development.
- E The Parties agree that the Development Contributions required under this Agreement are a suitable replacement for the obligations imposed by the existing section 94 conditions in the Existing Development Consents and for section 94 or section 94A conditions that might otherwise be imposed under one or more further Development Consents for the Development.
- F The Landowner proposes 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:

Gledswood Hills Planning Agreement – As amended October 2015 (As amended status)

3460-3967-9685, v. 1  
 cam-cam1749-2015

**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) an Australian bank, non-bank-financial institution, or insurance company subject to prudential supervision by the Australian Prudential Regulatory Authority and has a credit rating of "A" or above (as assessed by Standard and Poors) or "A2" or above (as assessed by Moody's Investors Service) or "A" or above (as assessed by Fitch Ratings);
- (b) any other financial institution approved by the Council in its absolute discretion.

**Calendar month** means a period commencing at the beginning of a day of one of the 12 named months and ending:

- (a) immediately before the beginning of the corresponding day of the next named month, or
- (b) if there is no such corresponding day, at the end of the next named month.

**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 2.

**Contribution Value** means:

- (a) the amount contained in Column 6 of Schedule 2, in respect of Contribution Items contained in Schedule 2 as at December 2007; or
- (b) the amount agreed between the Parties under clause 34 in respect of any Contribution Items not included in Schedule 2 at the date of this Agreement,

indexed in the same way as monetary contributions under clause 9.3 and subject to any other necessary modifications.

**CP** means the *Oran Park and Turner Road Precincts Section 94 Contributions Plan* as at 1 June 2012.

**CPI** means the index numbers published for the "All groups CPI; Sydney" as part of the Consumer Price Index by the Australian Bureau of Statistics.

**Defects Liability Period** means the period commencing on the date of Works Completion and ending 12 months after that date.

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

**Development** means development of the Land for urban purposes, including:

- (a) subdivision of the Land other than the Entertainment Precinct to accommodate approximately 1,200 Dwellings;
- (b) the construction, occupation and use of approximately 400 Dwellings on the Entertainment Precinct and strata subdivision of some of the land within the Entertainment Precinct;
- (c) establishment of a road, utilities and stormwater management network, including the construction of a creek crossing over South Creek;

- (dl) the provision of various types of open space and creation of recreation areas,
- (em) the rehabilitation and embellishment of the South Creek riparian corridor;
- (fn) the construction and use of buildings, including buildings for the purposes of residential accommodation and commercial premises within the meaning of the *Standard Instrument (Local Environmental Plans) Order 2006*; and
- (go) development authorised by the Existing Development Consents but does not include the construction or use of a Secondary Dwelling on a Final Lot if that Secondary Dwelling was not the subject of a Development Consent granted prior to the creation the Final Lot:

**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.

**Dwelling** means a dwelling (within the meaning of the *Standard Instrument (Local Environmental Plans) Order 2006* as at the date of this Agreement), but does not include a Secondary Dwelling.

**Entertainment Precinct** means the part the Land shown hatched in red in Sheet 1B of Schedule 1.

**Excluded Land** means the land depicted as Lot 3 DP 1215911 identified in the plan titled "*Plan of Subdivision of Lot 3 in DP 1175488 & Easements within Lot 5 in DP 1175488*" in Sheet 1A of Schedule 1.

**Existing Development Consents** means all of the following Development Consents:

- (a) the Development Consent granted as a result of DA 199/2011;
- (b) the Development Consent granted as a result of DA 1182/2011;
- (c) the Development Consent granted as a result of DA 406/2012;

as modified from time to time.

**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, but does not include:

- (a) a Service Lot, or
- (a)(b) common property within the meaning of the *Strata Schemes Development Act 2015*.

**Final Lot Area** means the area of the ground (measured in hectares or fractions thereof) in Final Lots for which Subdivision Certificates have been issued, but excluding land:

- (a) that cannot be used for residential, retail, commercial, business, industrial, education or other employment purposes;
- (b) that has been identified by the Growth Centres Commission or the Department of Planning and Infrastructure for the provision of infrastructure utilising special infrastructure contributions under section 94EF of Act.

- (c) set aside for publicly owned community facilities or community services provided, or to be provided, under the CP, another contributions plan prepared under the Act or this Agreement;
- (d) set aside for roads provided, or to be provided, under the CP, another contributions plan prepared under the Act or this Agreement;
- (e) used as regional Roads and Maritime Services roads;
- (f) used as existing roads to be included as part of the proposed road network;
- (g) identified as being set aside for public open space;
- (h) that is flood affected, below the one in 100 year flood level;
- (i) that is within a core riparian zone or riparian buffer area;
- (j) for public schools or TAFE colleges;
- (k) for publicly owned health facilities;
- (l) for ambulance stations, fire stations or police stations;
- (m) for bus depots or bus/rail interchanges;
- (n) for rail corridors, rail stations or associated parking facilities; or
- (o) for facilities provided by Sydney Water, Endeavour Energy or equivalent water, sewer or energy providers.

**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.

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

**Land** means ~~Lots 2000 and 2076 DP 1161618, Lots 1, 2, 3 and 5, DP 1175488, Lots 1, 2 and 3 DP1193179, all land within the boundaries of DP 1166622, DP 1173178, DP 1177172 (except Lot 5026 DP1177172), DP1185494, DP1185515, DP1185517 and DP1190626 and all land within the boundaries of DP1166622, DP1173178, DP1177172, DP1185494, DP1194288, DP1185515, DP1195220, DP1185517, DP1195221, DP1185518, DP1213934, DP1224532, DP1224533, DP1226363, DP1200894, DP1221783, DP1193054, DP1217951, Lot 1 & 2 DP1222128, DP1190626, DP1209496, DP1197381, Lot 2000 & 2076 DP1161618, Lot 2 DP1175488, Lot 1 DP1175488, Lots 1 to 8 in DP1227491, Lot 1 DP1193179, DP1202307, DP 1214986 and DP1231842, except the Excluded Land.~~

Note: The general location of the above allotments is identified as the "Existing Lot Information Diagram" on Sheet 1 of in Schedule 1.

**LG Act** means the *Local Government Act 1993*.

**LPI** means Land and Property Information.

**Maintenance Period** means a period of 5 years from the date of Works Completion.

**Novation Deed** means the draft deed in Schedule 3.

**Occupation Certificate** has the same meaning as in the Act.

**Party** means a party to this agreement, including its successors and assigns and a person bound by the Agreement under section 93H(3) of the Act.

**Plan of Management** means a plan of management within the meaning of section 36 of the LG 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 30.4.4 of this Agreement.

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

**Relevant Stage** means:

- (a) the Stage identified Column 3 of Schedule 2; or
- (b) in respect of any Contribution Items not included in Schedule 2 at the date of this Agreement but are Contribution Items as a result of clause 34 -
  - (i) if the Contribution Item is located wholly within a Stage - the Stage within which that Contribution Item is located; or
  - (ii) 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.

**Secondary Dwelling** means a secondary dwelling within the meaning of the *Standard Instrument (Local Environmental Plans) Order 2006* as at the date of this Agreement.

**Security** means a Bank Guarantee, or such other kind of security as is agreed to by the Council in its absolute discretion.

**Service Lot** means a lot that is created for one or more of the following purposes:

- (a) to be dedicated or otherwise transferred to the Council;
- (b) for any public utility undertaking (within the meaning of the *Standard Instrument (Local Environmental Plans) Order 2006* as at the date of this Agreement);
- (c) for roads, open space, recreation, environmental conservation, water cycle management or riparian land management,

but does not include a lot which is intended to be further subdivided by or behalf of the Landowner but does include association property within the meaning of the *Community Land Development Act 1989*; used for a purpose mentioned in (c) above.

**Stage** means a stage of the Development, as shown on the **Staging Overview Plan**, but, despite that drawing, does not include any part of the Entertainment Precinct.

**Staging Overview Plan** means the plan identified as the "Staging Overview Plan" on Sheet 2 of Schedule 1.

**Subdivision Certificate** has the same meaning as in the Act and includes a strata certificate.

**Superlot** means any part of the Land in relation to which the Landowner proposes to sell Final Lots which are not yet created.

**VPA Facilities – Stage A Plan** means the plan identified as the "VPA Facilities – Stage A" on Sheet 3 of Schedule 1.

**VPA Facilities – Stage B Plan** means the plan identified as the "VPA Facilities – Stage B" on Sheet 4 of Schedule 1.

**VPA Facilities – Stage C Plan** means the plan identified as the "VPA Facilities – Stage C" on Sheet 5 of Schedule 1.

**VPA Facilities – Stage D Plan** means the plan identified as the "VPA Facilities – Stage D" on Sheet 6 of Schedule 1.

**Work** means the physical result of any building, engineering or construction work in, on, over or under land:

- (a) in relation to a Contribution Item; and
- (b) required to be carried out by the Landowner under this Agreement.

**Works Completion** means in relation to a Work, the date on which the Council gives the Landowner a notice under clause 19.3.

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 provision in this Agreement that imposes a liability on a Party, or disentitles a Party to a benefit, extends to imposing that liability on the

Party, or disentitling the Party of that benefit, in respect of the acts or omissions of servants, agents and contractors of the Party.

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, enter into such other agreements relating to the subject-matter of this Agreement that they consider are necessary or desirable in order to give effect to this Agreement.

3.2 An agreement or arrangement referred to in clause 3.1 is not to be inconsistent with this Agreement.

**Note:** This clause is not intended to prevent amendment of this Agreement as authorised under the Act.

## **4 Surrender of right of appeal, etc.**

4.1 A Party is 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 section 96 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 section 94 to the Development.

5.2 This Agreement excludes the application of section 94A to the Development.

5.3 This Agreement does not exclude the application of section 94EF to the Development.

5.4 For avoidance of doubt, clauses 5.1 to 5.3 do not cease to apply merely because this Agreement is not registered on the title of a Final Lot (as provided under clause 30.2) or because the owner of a Final Lot is not a Party to this Agreement.

## **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 a condition of Development Consent.

## Part 2 – Development Contributions

### 7 Commencement of Development Contributions obligations

- 7.1 The Landowner is under no obligation to make the Development Contributions in accordance with this Agreement unless:
- 7.1.1 the Existing Development Consents are all modified such that they contain no condition under either section 94 or section 94A of the Act but rather a condition requiring this Agreement to be entered into prior to the issuing of the first Subdivision Certificate for the respective developments; or
- 7.1.2 Development Consent is granted after the date of this Agreement to any part of the Development subject to a condition requiring this Agreement to be entered into and that Development Consent is physically commenced in accordance with section 95(4) of the Act.
- 7.1A The Landowner is under no obligation to make the Development Contributions in relation to the Entertainment Precinct unless the *Turner Road Precinct Development Control Plan 2007* has been amended by a draft development control plan prepared:
- 7.1A.1 pursuant to the Landowner's proposal submitted to the Council as varied and adopted by Council for public exhibition on [Drafting Note: Insert date of Council meeting on which Council decides to publicly exhibit the DCP amendment], or
- 7.1A.2 pursuant to a variation to the publicly exhibited draft development control plan referred to in clause 7.1A.1 but only if the Landowner has given Council written notice that it agrees to that variation, provided that the Landowner cannot unreasonably withhold the agreement to the variation if it is of materially the same effect as the publicly exhibited draft development control plan.
- 7.2 For the avoidance of doubt, nothing in this Agreement shall be taken to require the Landowner:
- 7.2.1 to carry out or complete works in relation to any Stage before or after the carrying out or completion of works in relation to another Stage;
- 7.2.2 to make a monetary Development Contribution in relation to Final Lots for which a Subdivision Certificate or Occupation Certificate was issued prior to the date of this Agreement;
- 7.2.3 if the Development has not been physically commenced - to carry out all or part of the Development; and
- 7.2.4 if the Development has been physically commenced - to produce any particular number of Final Lots.
- 7.3 However, nothing in this clause 7 shall be taken to exempt the Landowner from the obligation to comply with the provisions of this Agreement that impose obligations other than the making of Development Contributions including those that require:
- 7.3.1 the submission of plans, reports and the like; and

7.3.2 other facilitation of the implementation of the Agreement including for registration of this Agreement and the provision of Security as and when specified.

7.4 The Landowner agrees to expeditiously submit applications to modify each of the Existing Development Consents so that they contain neither conditions under section 94 or section 94A of the Act but rather a condition requiring this Agreement to be entered into prior to the issuing of the first Subdivision Certificate.

## 8 Provision of Development Contributions

8.1 The Landowner is to make Development Contributions in accordance with this Agreement to the reasonable satisfaction of the Council.

8.2 Schedule 2 has effect in relation to Development Contributions to be made by the Landowner under this Agreement according to its terms. Nothing in Schedule 2 prevents a Landowner from electing to make a Development Contribution prior to the time it is required to do so.

8.3 The Council is to apply each Development Contribution made by the Landowner under this Agreement towards the public purpose for which it is made and otherwise in accordance with this Agreement.

8.4 Despite clause 8.3, 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 having regard to town planning conditions prevailing at the time.

## 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 Landowner 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 relevant portions of section 2.15.1 of the CP (annexed to this Agreement and marked "A") subject to the following modifications:

9.3.1 "all work schedule items (other than land yet to be acquired)" should be read as "monetary contributions";

9.3.2 a reference to "development consent" should be read as a reference to this Agreement; and

9.3.3 "the issue of the development consent" should be read as December 2007, except in relation to a monetary Development Contribution in relation to the Entertainment Precinct, in which case it should be read as March 2017.

## 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 Landowner 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 and the Council are 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 on which the Landowner 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 the time specified in Column 5 of Schedule 2 in relation to the relevant "dedication of land" Contribution Item.

## Part 3 - Provisions regarding the Carrying out of Work

### 11 Deferral of Work

- 11.1 Notwithstanding any other provision of this Agreement, if the Landowner forms the view at any time, that it is unable to make a Development Contribution comprising a Work by the time specified in column 5 of Schedule 2, then:
- 11.1.1 the Landowner must provide written notice to the Council to that effect;
  - 11.1.2 the Landowner 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 Landowner 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 Landowner's revised completion date for the Work, the Council and Landowner

- 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 Landowner 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 5 of Schedule 2.
- 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 reasonable 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 in the same way as monetary Development Contributions under clause 9.3, and subject to any other necessary modifications.
- 11.5 The Landowner is to ensure that a Security held by the Council at all times equals the amount of the Security so indexed.
- 11.6 The Landowner need not provide any additional Security under this clause 11 if at the time the Security would be payable under this clause:
- 11.6.1 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; and
- 11.6.2 the Landowner consents to the use of the Security being held under the other provisions of the Agreement being held under the provisions of this clause 11.6.

## 12 Approval of Works

- 12.1 Council must approve the design and specifications for each Work.
- 12.2 Prior to requesting approval for the design and specifications for each Work, the Landowner must request that Council provide the Landowner with any requirements the Council may have for the design, materials, specifications and capacity of the Work.
- 12.3 Any such requirements must:
- 12.3.1 be consistent with the nature and extent of the Contribution item set out in Column 4 of Schedule 2;
- 12.3.2 be reasonable, having regard to the Contribution Value for the Work, and
- 12.3.3 be otherwise reasonable.
- 12.4 If the Council does not provide any requirements to the Landowner within one calendar month of a request being made under clause 12.2, the Council will be taken to have no such requirements.
- 12.5 Once the Landowner receives Council's requirements for the Work under clause 12.2, the Landowner must provide the design and specifications for the Work to Council for Council's approval.
- 12.6 The design and specifications submitted to Council under clause 12.5 must be accompanied by:
- 12.6.1 a draft Plan of Management for the land on which the Work is to be located (which may also be prepared for all or any other land to be

- dedicated), but only if Column 7 of Schedule 2 provides that a Plan of Management is required for that land; and
- 12.6.2 a maintenance regime for the Work, and costings, prepared by a suitably qualified person, for the carrying out of the maintenance regime.
- 12.7 Council must approve or refuse the design and specifications of a Work and the proposed maintenance regime, and advise the Landowner accordingly within 2 calendar months of its receipt. The Council is not to unreasonably refuse the design and specifications or maintenance regime.
- 12.8 A decision by Council to approve the design, specifications or maintenance regime may require a change to the design and specifications or the maintenance regime, provided the change:
- 12.8.1 is consistent with the nature and extent of the Contribution Item set out in Column 4 of Schedule 2;
- 12.8.2 is reasonable, in relation to the design and specifications, having regard to the Contribution Value for the Work; and
- 12.8.3 is otherwise reasonable.
- The Landowner will make any such change to the design, specifications and maintenance regime for the Work required by the Council.
- 12.9 The Landowner must not lodge any Development Application for a Work unless
- 12.9.1 the Council has first approved of the design and specifications for the Work; and
- 12.9.2 the Development Application is consistent with the approved design and specifications of the Work, including any change required in accordance with clause 12.8.
- 12.10 For the avoidance of doubt, nothing in this clause can be construed as fettering the Council's discretion, as consent authority, in determining any Development Application for a Work.
- 12.11 The Landowner is to bear its own costs associated with obtaining the Council's approval to the detailed design of a Work under this clause.

### 13 Staging of Works

- 13.1 In order to ensure that the Landowner can provide the Contribution Items comprising Works at the time required under this Agreement, the Landowner must ensure that a Development Application or Development Applications are lodged which seek consent for so much of the Works as are relevant, in conjunction with the Relevant Stage.

### 14 Carrying out of Work

- 14.1 Except as otherwise specifically provided by this Agreement, any Work that is required to be carried out by a Landowner under this Agreement is to be carried out in accordance with:
- 14.1.1 any relevant Development Consent;
- 14.1.2 any other applicable law; and
- 14.1.3 in a good and workmanlike manner and accepted industry standards.

## 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 controlled by the Landowner at any time, upon giving reasonable prior notice, in order to inspect, examine or test any Work or to remedy any breach by the Landowner relating to the carrying out of Work.
- 15.2 The Council is to permit the Landowner to enter and occupy any land owned or controlled by the Council for the purpose of enabling the Landowner 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 Landowner by or under this Agreement.

## 16 Protection of people and property

- 16.1 The Landowner 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 Landowner, at its own cost, is to repair and make good to the reasonable satisfaction of the Council any loss or damage to a Work from any cause whatsoever which occurs before Works Completion. This does not apply to the extent that the loss or damage occurs as a consequence of a negligent or intentional act or omission of the Council.

## 18 Variation of Work

- 18.1 A Work is not to be varied unless:
- 18.1.1 the Parties agree in writing to the variation;
- 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 if the variation was initiated by the Landowner - the Landowner agrees to meet Council's reasonable costs of and incidental to agreeing to the variation.
- 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.
- 18.2 Council may, acting reasonably having regard to the Contribution Value for the Contribution Item, direct a Landowner, in writing, to:
- 18.2.1 vary a Work; or
- 18.2.2 carry out additional works which the Council considers are necessary in order for the Work to operate effectively.
- 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

Landowner 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 Landowner after the Work is complete, and within 28 days of receipt of:
- 18.4.1 a tax invoice for the amount claimed by the Landowner; and
- 18.4.2 documentation which demonstrates to Council's reasonable 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 18 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 Work is made for the purposes of this Agreement on Works Completion.
- 19.2 The Landowner may request the Council to give a notice to the Landowner that:
- 19.2.1 a Work has been completed for the purposes of this Agreement; or
- 19.2.2 in relation to Contribution Items 5, 6, 7, 8, 9, 10, 11, 13, 14, 15 and 28 - a part of the Work has been completed for the purposes of this Agreement.
- 19.3 A Work or a part of a Work is completed for the purposes of this Agreement when the Council, at the request of the Landowner under clause 19.2, gives a notice to the Landowner to that effect. The Council, acting reasonably, must either give the notice or refuse to give the notice.
- 19.4 On giving of a notice under clause 19.3, the Council accepts responsibility for the Work (or the discrete part of the Work) subject to anything to the contrary in this Agreement.
- 19.5 The Landowner will maintain Contribution Items 13, 14 and 15 during the Maintenance Period for each item, or part of the item.
- 19.6 In clause 19.5 **maintain** means the approved maintenance regime for the Work under clause 12 and includes damage to same as a result of adverse weather or other act of God.

## 20 Procedures relating to the rectification of defects

- 20.1 During the Defects Liability Period for a Work, the Council may, acting reasonably, give to the Landowner one or more Rectification Notices.
- 20.2 Subject to clause 28 and clause 29, the Landowner is to comply with a Rectification Notice at its own cost according to its terms and to the reasonable satisfaction of the Council.
- 20.3 If the Landowner breaches clause 20.2, the Council may have the relevant defect rectified and may recover its reasonable costs of so doing as a debt due in a court of competent jurisdiction.
- 20.4 This clause 20 does not apply to Contribution Items 13, 14 and 15.

## 21 Failure to carry out Work

Gledswood Hills Planning Agreement – As amended (October 2015) As amended (June)

20

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- 21.1 If the Council reasonably considers that a Landowner is in breach of any obligation under this Agreement relating to a Work, including compliance with a Rectification Notice or maintenance during the Maintenance Period, the Council may give the Landowner a written notice requiring the breach to be rectified to the Council's reasonable satisfaction.
- 21.2 A notice given under clause 21.1 is to allow the Landowner 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 The Council may carry out and complete the Work the subject of a notice under clause 21.1 if the Landowner fails to comply with the notice to the Council's reasonable satisfaction.
- 21.4 The Landowner is to do all things reasonably necessary to enable the Council to exercise its rights under clause 21.3.
- 21.5 If, following the exercise by the Council of its rights under clause 21.3, the Council incurs a cost in carrying out, completing or rectifying a defect in a Work resulting from non-compliance by the Landowner with this Agreement that is not met by calling-up the Security, the Council may recover the reasonable cost from the Landowner in a court of competent jurisdiction.
- 21.6 For the purpose of clause 21.5, the Council's costs of carrying out, completing or rectifying a defect in a Work are the Council's reasonable costs including, but not limited to:
- 21.6.1 the reasonable costs of the Council's servants, agents and contractors reasonably incurred for that purpose;
  - 21.6.2 all fees and charges necessarily or reasonably incurred by the Council in order to have the Work carried out, completed or rectified, and
  - 21.6.3 all legal costs and expenses reasonably incurred by the Council, by reason of the Landowner's failure to comply with this Agreement.

## 22 Works-As-Executed-Plan

- 22.1 No later than 28 days after a Work is taken to have been completed in accordance with this Agreement, the Landowner is to submit to the Council the following:
- 22.1.1 a full works-as-executed plan in respect of the Work;
  - 22.1.2 any warranties associated with any products used in the carrying out of the Work; and
  - 22.1.3 copies of the relevant documentation associated with quality monitoring during the carrying out of the Work.

## Part 4 – Indemnities and Insurances

### 23 Indemnity and Insurance

- 23.1 The Landowner 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 a negligent act or omission of

- the Landowner in carrying out any Work or the performance of any other obligation under this Agreement.
- 23.2 Before physical commencement of a Work the Landowner is to take out and keep current to the reasonable satisfaction of the Council the following insurances in relation to work required to be carried out by the Landowner 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 Work (including the cost of demolition and removal of debris, consultants' fees and authorities' fees), to cover the Landowner's liability in respect of damage to or destruction of the Work,
- 23.2.2 public liability insurance for at least \$20,000,000.00 for a single occurrence, which covers the Council, the Landowner and any subcontractor of the Landowner, 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 Landowner 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 Landowner 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 Landowner to the Council under this Agreement, or
- 23.3.2 recovery as a debt due in a court of competent jurisdiction.
- 23.4 The Landowner 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 In this clause 24 the following definitions apply:
- FLA Subdivision Certificate** means a subdivision certificate within the meaning of the *Environmental Planning and Assessment Act 1979* or a strata certificate within the meaning of the *Strata Schemes (Freehold Development) Act 1973* that:
- (a) authorises the registration of a plan of subdivision or strata plan which, on registration, will create additional Final Lot Area; and
- (b) is able to be issued because one of the Existing Development Consents, or a Development Consent for the Development, granted after the date of this Agreement, is in force with respect to the proposed subdivision.
- Satoyama Open Space** means Contribution Items 5, 6 and 7.
- South Creek Crossing** means Contribution Item 12.
- Security Amount:**

- (a) in relation to the South Creek Crossing—means:
    - (i) Security to the value of \$14,083.12 per hectare or part thereof of Final Lot Area created as a consequence of each FLA Subdivision Certificate that has been issued; or
    - (ii) such other amount as the Landowner and the Council agree in writing;
  - (b) in relation to the Satoyama Open Space – means:
    - (i) Security to the value of \$42,041.77 per hectare of Final Lot Area or part thereof created as a consequence of each FLA Subdivision Certificate that has been issued;
    - (ii) less \$500,000 per hectare or part thereof of those parts of the Satoyama Open Space that have been completed for the purposes of this Agreement,

or such other amount as the Landowner and the Council agree in writing.
- 24.2 In relation to the South Creek Crossing, the Landowner is to provide the Council with:
- 24.2.1 the Security Amount- immediately before the issuing of the first FLA Subdivision Certificate; and
  - 24.2.2 the difference between previous Security Amount(s) provided and held by the Council and the new Security Amount - immediately before the issuing of each further FLA Subdivision Certificate.
- 24.3 In relation to the Satoyama Open Space, the Landowner is to provide the Council with:
- 24.3.1 the Security Amount (if the amount is not zero or negative) - immediately before the issuing of the first FLA Subdivision Certificate; and
  - 24.3.2 the difference between previous Security Amount(s) provided and held by the Council and the new Security Amount (if the amount is not zero or negative) - immediately before the issuing of each further FLA Subdivision Certificate.
- 24.4 In clause 24.2 and clause 24.3, the Security Amount must be calculated on the assumption that the relevant FLA Subdivision Certificate sought has been issued.
- 24.5 The Landowner may, at any time, elect to provide the Council with a replacement Security in the amount of the Security Amount actually required to be provided under this clause 24 if:
- 24.5.1 the relevant FLA Subdivision Certificate application relied on for the purpose of clause 24.5 is withdrawn or is refused; or
  - 24.5.2 in relation to the Satoyama Open Space - the value of the Security Amount has reduced.
- 24.6 Nothing in clause 24.2 and clause 24.3 above prevents a Landowner from electing to provide a Security Amount prior to the time it is required to do so, or for at a greater value than it is required to do, and such action:
- 24.6.1 does not prejudice any rights the Landowner has under this Agreement, including those rights under clause 24; and

- 24.6.2 does not, despite clause 24.2 and clause 24.3, oblige the Landowner to provide any additional Security beyond that required by this Agreement.
- 24.7 Nothing in clause 24.2 and clause 24.3 requires a Security Amount to be provided if the relevant Contribution Item has been completed and the Defects Liability Period or Maintenance Period for the Item (if any) has expired.
- 24.8 The amount of the Security is to be indexed annually in the same way as monetary contributions under clause 9.3 and subject to any other necessary modifications.
- 24.9 The Landowner must ensure that the Security held by the Council at all times equals the indexed amount notified to the Landowner by Council.

## 25 Release & return of Security

- 25.1 The Council is to release and return a Security or any unused part of it to the Landowner within 14 days of compliance by the Landowner with its Development Contribution obligations to which the Security relates.
- 25.2 At any time following the provision of the Security, the Landowner may elect to 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 Landowner as directed, the Security it holds which has been replaced.
- 25.4 The Council and the Landowner may agree to roll-over any unused Security or unused part of a Security for a different purpose under this Agreement than the purpose for which the Security was originally given.
- 25.5 On receipt of written advice from a suitably qualified person independent of the Parties that a Security required under this Agreement is in excess of the necessary Security for the obligations to which the Security relates, the Council may (but is not obliged to) so notify the Landowner; and if so the relevant requirement for Security is taken to be reduced accordingly and the Council is to release or return to the Landowner any relevant Security it holds to that extent.

## 26 Call-up of Security

- 26.1 The Council may call-up a Security if it considers, acting reasonably, that the Landowner has not complied with its Development Contributions obligations under this Agreement to which the Security relates.
- 26.2 However, the Council is not to call-up a Security unless it has given the Landowner not less than 30 days written notice of its intention to do so and the Landowner have not rectified the non-compliance to the Council's reasonable satisfaction before that period has expired.
- 26.3 If the Council calls-up a Security, it may only use the amount paid to it in satisfaction of any reasonable costs incurred by it in remedying the non-compliance including:
- 26.3.1 the reasonable costs of the Council's servants, agents and contractors reasonably incurred for that purpose;
  - 26.3.2 all fees and charges necessarily or reasonably incurred by the Council in order to have the Work carried out, completed or rectified; and

- 26.3.3 all legal costs and expenses reasonably incurred by the Council, by reason of the Landowner's non-compliance
- 26.4 If the Council calls on the Security, the Council may, by notice in writing to the Landowner, require the Landowner 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 relating to the relevant Development Contribution obligation.
- 26.5 Notwithstanding clause 26.1 or any other provision of this Agreement:
- 26.5.1 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
- 26.5.2 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.
- 26.6 If:
- 26.6.1 a Landowner who has provided Security gives written notice to Council under this subclause 26.6 that it will not make an application for a Subdivision Certificate for the creation of a threshold lot which would create an obligation to provide a development contribution to which the Security relates; or
- 26.6.2 it is otherwise apparent in the opinion of the Council, on reasonable grounds, that a Landowner will not be proceeding to make such an application at any time in the foreseeable future,
- the Council may elect to accept the Security for the Development Contribution as the Development Contribution itself.
- 26.7 However, the Council is not to accept a Security under clause 26.6 unless it has given the Landowner not less than 30 days written notice of its intention to do so and the Landowner has not demonstrated to the Council's reasonable satisfaction that it will make such an application in the foreseeable future before that period has expired.
- 26.8 The dispute resolution provisions of this Agreement do not apply to a matter the subject of this clause 26.

## Part 6 - Other Provisions

### 27 Enforcement in a court of competent jurisdiction

- 27.1 Without limiting any other provision of this Agreement, the Parties may enforce this Agreement in any court of competent jurisdiction.
- 27.2 For the avoidance of doubt, nothing in this Agreement prevents:
- 27.2.1 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,
- 27.2.2 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.

## 28 Dispute Resolution – expert determination

- 28.1 This clause 28 applies to:
- 28.1.1 a dispute under this Agreement which relates to a matter that can be determined by an appropriately qualified expert; and
  - 28.1.2 any dispute as to whether the dispute referred to in clause 28.1.1 can be determined by an appropriate qualified expert.
- 28.2 A dispute referred to in clause 28.1.2 is to be determined in accordance clauses 28.3 to 28.10 prior to any attempt to determine the substantive issue under this clause.
- 28.3 A dispute to which this clause applies is taken to arise if one Party gives another Party a notice in writing specifying particulars of the dispute.
- 28.4 If a notice is given under clause 28.3, the Parties are to meet within 14 days of the notice, or resolution of dispute under clause 28.2, in an attempt to resolve the dispute.
- 28.5 If the dispute is not resolved within a further 28 days, the dispute must be determined by expert determination.
- 28.6 The expert determination shall be performed by an independent and appropriately qualified expert agreed by the Parties. If an expert is not agreed and appointed within five days from the date of referral of the dispute to expert determination, the expert shall be appointed by the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter).
- 28.7 The Parties agree that the expert determination will be conducted in accordance with and subject to The Institute of Arbitrators & Mediators Australia Expert Determination Rules. Any variation or amendment to those rules must be agreed in writing by the Parties.
- 28.8 Unless otherwise determined by the expert, each Party will pay its own costs incurred in connection with the expert determination together with the relevant proportion of the expert's fees and hearing allocation costs.
- 28.9 The expert determination is binding on the Parties except in the case of fraud or misfeasance by the expert.

## 29 Dispute Resolution – mediation

- 29.1 This clause 29 applies to any dispute under this Agreement other than a dispute to which clause 28 applies.
- 29.2 Such a dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the dispute.
- 29.3 If a notice is given under clause 29.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the dispute.
- 29.4 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.
- 29.5 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.

### 30 Registration of this Agreement

- 30.1 Subject to clauses 30.2 and 30.3, and subject to the 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.
- 30.2 The Parties agree that:
- 30.2.1 this Agreement will not be registered on the title to any part of the Land which is a Final Lot or a Service Lot; and
- 30.2.2 on lodgement of any plans of subdivision of the Land with the LPI that create Final Lots or Service Lots, the LPI will be directed not to register this Agreement on the title to the Final Lots or Service Lots being created by that plan.
- 30.3 In the event that through error or other reason this agreement is registered on the title to any Final Lot or Service Lot, each Party is to do such things as are reasonably necessary as requested by the other to facilitate the lodging and grant of a request for the registration of this Agreement to be removed from the title to the Final Lot or Service Lot.
- 30.4 The Parties also agree that the registration of the Agreement will be removed from the title to a Superlot, before the Landowner has met its obligations under this Agreement in relation to the Superlot, if:
- 30.4.1 the Landowner has notified the Council that it wishes to commence selling prospective Final Lots to be created on the Superlot;
- 30.4.2 the Landowner has provided Council with a copy of the proposed plan of subdivision for the Superlot;
- 30.4.3 the Landowner is not in breach of this Agreement; and
- 30.4.4 the Landowner provides the Council with a Security in an amount equal to the Contribution Value of all Contribution Items involving the carrying out of Work plus the monetary Development Contributions which must be made under this Agreement, in connection with the proposed creation of Final Lots on that Superlot.
- 30.5 The Parties further agree that while a Security is held relating to a Superlot as referred to in clause 30.4, the Landowner may not sell any such prospective Final Lot to be located on the Superlot if it is not identified on the proposed plan of subdivision of the Superlot except:
- 30.5.1 as agreed by the Council in its absolute discretion; or
- 30.5.2 following the provision of a revised proposed plan of subdivision that identifies the proposed Final Lot and all other previously sold Final Lots.
- 30.6 Following the provision of a revised proposed plan of subdivision under clause 30.5.2 above the Security referred to in clause 30.4.4 is to be recalculated with reference to that revised plan and:
- 30.6.1 if the value of the required Security is lowered – the Landowner may elect to provide the Council with a replacement Security in accordance with the recalculated value and the Council is to release and return a Security so replaced; and

- 30.6.2 If the value of the required Security is increased – the Landowner must either:
- (a) provide the Council with additional Security such that the Security held by Council equals the recalculated value; or
  - (b) the Landowner may elect to provide the Council with a replacement Security in accordance with the recalculated value and the Council is to release and return a Security so replaced.
- 30.7 The Landowner agrees to sign all forms necessary, and do all things reasonably necessary to allow this Agreement to be registered under clause 30.1 including using its best endeavours to obtain 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.
- 30.8 If the agreement of the persons specified in s93H(1) of the Act to registration of this Agreement is obtained, the Council is to do such things as are reasonably necessary to enable registration to occur.
- 30.9 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:
- 30.9.1 the execution of this Agreement; or
  - 30.9.2 the obtaining the agreement of the persons specified in section 93H(1) of the Act,
- (whichever is the later).
- 30.10 Upon completion of the obligations of the Landowner 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 registration of the Agreement from the title to part of the Land in respect of which the Landowner has met its obligations.
- 30.11 The Landowner need not provide any additional Security under this clause 30 if:
- 30.11.1 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; and
  - 30.11.2 the Landowner consents to the use of the Security being held under the other provisions of the Agreement being held under this provisions of this clause 30.10

## 31 Compulsory Acquisition

- 31.1 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.
- 31.2 Council must only acquire land pursuant to clause 31.1 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.

- 31.3 Clause 31.1 constitutes an agreement for the purposes of section 30 of the Just Terms Act.
- 31.4 If, as a result of the acquisition referred to in clause 31.1, the Council must pay compensation to any person other than the Landowner, the Landowner reimburse the Council for that amount, upon a written request being made by the Council, or the Council can call on any Security.
- 31.5 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 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.
- 31.6 The Landowner indemnifies and keeps 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.
- 31.7 The Landowner will promptly do all things necessary, and consents to the Council doing all things necessary, to give effect to this clause 31, including without limit:
- 31.7.1 signing any documents or forms;
  - 31.7.2 giving land owner's consent for lodgement of any Development Application;
  - 31.7.3 producing certificates of title to the Registrar-General under the *Real Property Act 1900*; and
  - 31.7.4 paying the Council's reasonable costs arising from clause 31.
- 31.8 Notwithstanding clause 31.5, 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:
- 31.8.1 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
  - 31.8.2 in all other cases, Council may withhold its agreement in its absolute discretion.

## 32 Assignment, sale of Land, etc

- 32.1 Unless the matters specified in clause 32.2 are satisfied:
- 32.1.1 Landowner is not to transfer any part of the Land, other than a Final Lot or a Service Lot, to any person, or
  - 32.1.2 the Landowner is not to assign to any person the Landowner's rights or obligations under this Agreement or novate the Agreement to any person.
- 32.2 The matters required to be satisfied for the purposes of clause 32.1 are as follows:

- 32.2.1 the Landowner has, at no cost to the Council, first procured the execution by the person to whom the land or part is to be sold or transferred, or the Landowner's rights or obligations are to be assigned, or this Agreement is to be novated, of a deed generally in accordance with the Novation Deed satisfactory to the Council;
  - 32.2.2 the Landowner has also executed that deed;
  - 32.2.3 the Council, by notice in writing to the Landowner, 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 (and Council is not to unreasonably withhold such a notice);
  - 32.2.4 the Landowner is not in breach of this Agreement; and
  - 32.2.5 the Council, acting reasonably, otherwise consents to the transfer, assignment or novation.
- 32.3 Clause 32.1 and clause 32.2 do not apply in relation to any sale or transfer of any land if this Agreement is registered on the title of that land at the time of the sale.
- 32.4 A Landowner who has sold or transferred land in accordance with clause 32.1 or when clause 32.3 applies is thereafter no longer bound by this Agreement in respect of the land sold or transferred and is released from all future obligations imposed by this Agreement that arise after the sale or transfer in respect of the Land.

### 33 Monitoring & review of this Agreement

- 33.1 Subject to this clause, the Landowner is to submit to the Council a written report on the progress of the carrying out of Work required to be carried out by the Landowner under this Agreement on an annual basis and date specified by the Council.
- 33.2 A report does not need to be submitted under clause 33.1:
  - 33.2.1 before the Development is physically commenced on the Landowner's land;
  - 33.2.2 following the expiry the Defects Liability Period or Maintenance Period for the Work or if there is no such period, following Works Completion for the Work.
- 33.3 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.
- 33.4 For the purposes of clause 33.3, 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.
- 33.5 For the purposes of addressing any matter arising from a review of this Agreement referred to in clause 33.3, the Parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this Agreement.
- 33.6 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.

- 33.7 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 33.3 is not a dispute for the purposes of clauses 28 and 29 and is not a breach of this Agreement.

### **34 Variations to Contribution Items and Staging**

- 34.1 The Landowner may request that the Council approve a variation to the Contribution Items to be provided under this Agreement.
- 34.2 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.
- 34.3 The Landowner may request that the Council approve a variation to the staging of the provision of the Contribution Items.
- 34.4 The Council must act reasonably in determining whether to grant a variation to the staging of the provision of the Contribution Items.
- 34.5 The Landowner may request, and the Council may, in its absolute discretion, agree to a variation to some or all monetary Development Contributions, provided for under Contribution Item 26 such that the contributions are not linked to the number of Final Lots developed on the Land.
- 34.6 If a variation is made to the Contribution Items or staging pursuant to this clause 34, then Schedule 2 will be deemed to be amended to include the varied Contribution Items and their Contribution Values and their staging.
- 34.7 A variation to the Contribution Items or the staging of the provision of Contribution Items under this clause 34 does not require a variation to this Agreement.

### **35 Notices**

- 35.1 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:
- 35.1.1 delivered or posted to that Party at its address set out in the Summary Sheet.
- 35.1.2 faxed to that Party at its fax number set out in the Summary Sheet, or
- 35.1.3 emailed to that Party at its email address set out in the Summary Sheet.
- 35.2 If a Party gives the other Party 3 business days notice of a change of its address, fax number or email address, 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, fax number or email address.
- 35.3 Any notice, consent, information, application or request is to be treated as given or made if it is:
- 35.3.1 delivered, when it is left at the relevant address,
- 35.3.2 sent by post, 2 business days after it is posted,
- 35.3.3 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

35.3.4 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.

- 35.4 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.

## 36 Approvals and Consent

- 36.1 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.
- 36.2 A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

## 37 Legal costs

- 37.1 The Landowner 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. All costs that have been disclosed by the Council to the Landowner prior to the date of this Agreement are deemed to be reasonable for the purposes of this clause 37.1.
- 37.2 The Landowner is also to pay to the Council the Council's reasonable costs of enforcing a breach of this Agreement by the Landowner within 7 days of a written demand by the Council for such payment.
- 37.3 A Party who has requested an amendment to this Agreement is to pay the other Party's reasonable costs of preparing, negotiating, executing and stamping any amendment to this Agreement.

## 38 Entire Agreement

- 38.1 This Agreement contains everything to which the Parties have agreed in relation to the matters it deals with.
- 38.2 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.

## 39 Further acts

- 39.1 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.

## 40 Governing law and jurisdiction

- 40.1 This Agreement is governed by the law of New South Wales.

- 40.2 The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them.
- 40.3 The Parties are not to object to the exercise of jurisdiction by those courts on any basis.

#### **41 Joint and individual liability and benefits**

- 41.1 Except as otherwise set out in this Agreement:
- 41.1.1 any agreement, covenant, representation or warranty under this Agreement by 2 or more persons binds them jointly and each of them individually, and
- 41.1.2 any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

#### **42 No fetter**

- 42.1 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.

#### **43 Representations and Warranties**

- 43.1 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.

#### **44 Severability**

- 44.1 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.
- 44.2 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.

#### **45 Modification**

- 45.1 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.

#### **46 Waiver**

- 46.1 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.
- 46.2 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.

- 46.3 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.

## 47 GST

- 47.1 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.

- 47.2 Subject to clause 47.4, 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.
- 47.3 Clause 47.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Agreement to be GST inclusive.
- 47.4 No additional amount shall be payable by the Council under clause 47.2 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.
- 47.5 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:
- 47.5.1 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;
- 47.5.2 that any amounts payable by the Parties in accordance with clause 47.2 (as limited by clause 47.4) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.
- 47.6 No payment of any amount pursuant to this clause 47, 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.
- 47.7 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.

- 47.8 This clause continues to apply after expiration or termination of this Agreement.

#### 48 Explanatory Note relating to this Agreement

- 48.1 Pursuant to clause 25E(7) of the Regulation, the Parties agree that the Explanatory Note required under clause 25E(1) of the Regulation is not to be used to assist in construing this Planning Agreement.

#### 49 Sydney Catchment Authority Canal Crossing

- 49.1 The Landowner is not to unreasonably refuse to allow the Neighbouring Landowner to:
- enter that portion of the Land that forms part of the intended site of the proposed Sydney Catchment Authority Canal Crossing;
  - to pass and repass through the Land, via an appropriate route, in order to access that portion of the Land;
  - take items on to that portion of the Land; and
  - carry out work on that portion of the Land,
- for the purposes of designing, constructing, placing, repairing or maintaining the Sydney Catchment Authority Canal Crossing.
- 49.2 Without limiting the generality of clause 49.1, the Landowner is entitled to insist on any reasonable provisions necessary to protect the Landowner's interests.
- 49.3 The Landowner is not to unreasonably refuse consent to the making of a development application for the construction of the Sydney Catchment Authority Canal Crossing by, or on behalf of, the Neighbouring Landowners under clause 49(1)(b) of the Environmental Planning and Assessment Regulation 2000.
- 49.4 If not already done so, at the request of Council, the landowner must dedicate the site of the proposed Sydney Catchment Authority Canal Crossing that is situated on the land to Council. This dedication is to occur within 3 months of such a request, or such other time as necessary authority approvals require.
- 49.5 Clause 10.1 and clause 10.2 applies to a dedication of land under clause 49.4.
- 49.6 In this clause 49,
- Neighbouring Land** means:
- Strata Plan 36786 Common Property Land,
  - Strata Plan 36786 Lot 1 Land;
  - Strata Plan 36786 Lot 2 Land;
  - Strata Plan 36786 Lot 3 Land, and
  - Strata Plan 36786 Lot 4 Land.

**Neighbouring Landowner** means the owner or owners of the Neighbouring Land

**Sydney Catchment Authority Canal Crossing** means a two lane vehicular crossing connecting the Neighbouring Land and the Land, in the location marked on the map in Sheet 1 of Annexure H, and generally in accordance with the drawing in Sheet 2 of Annexure H.

**50 Golf Course Connection**

- 50.1 The Landowner is not to unreasonably refuse the provision of a golf cart path through the Land connecting the Neighbouring Land (East Side Golf Course) and the ECB Land (Golf Course) (as referred to in the El Caballo Blanco, Gledswood and East Side Planning Agreement). Any such connection is to be as close as practical to the Sydney Catchment Authority Canal Crossing and be aligned within existing or proposed public land, determined by the Tumer Road Development Control Plan 2007, as amended from time to time.

**Schedule 1**

(Clause 1.1)

**Plans**

**Sheet 1**

**Existing Lot Information Diagram**



**DIAL 100 BEFORE YOU GO**  
 If you are unsure of the location of a lot, call 111 000 0000 or visit [www.dial100.com.au](http://www.dial100.com.au)

**YSCO GEOMATICS LAND RESOURCE CONSULTANTS**  
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 Web: [www.ysco.com.au](http://www.ysco.com.au)

**HERITAGE ENGINEERING LAND & ENGINEERING SURVEYING PROJECT MANAGEMENT**  
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 Web: [www.heritage.com.au](http://www.heritage.com.au)

**PLAN SHOWING LANDS AT 'THE HERITAGE' GLEDSDOOD HILLS, CAMDEN LGA**  
 DRAWN: J.S. JUNE 2012  
 SCALE: 1:6000  
 SHEET: 8 of 41  
 APPROVED: 7015/260E

Gledswood Hills Planning Agreement – As amended October 2015As amended dated:

3460-3987-9685, v. 1  
[www.3460-3987-9685.com.au](http://www.3460-3987-9685.com.au)

ORD07

Sheet 1 A

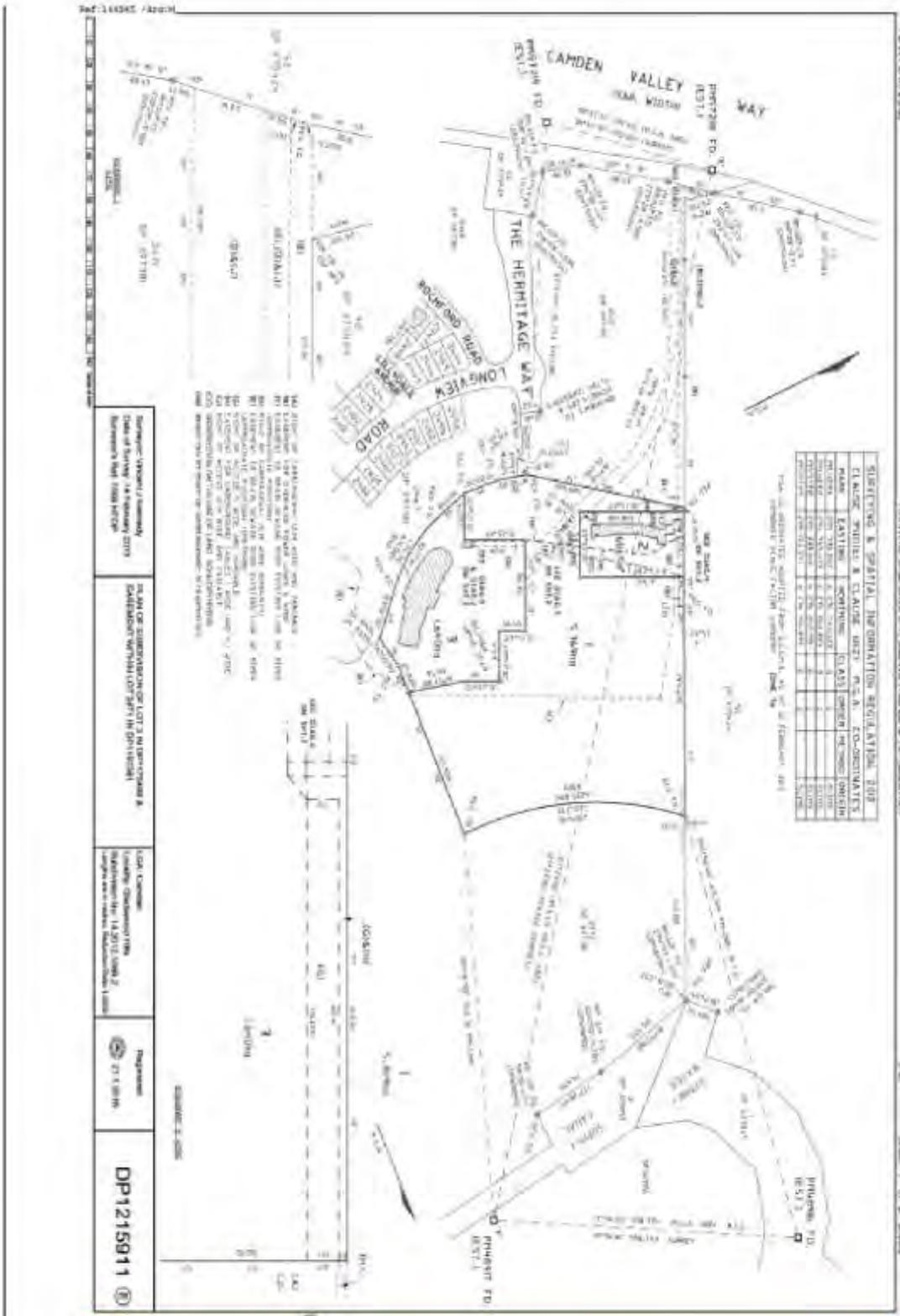
Excluded Land

Attachment 2

Gledswood Hills Planning Agreement – As amended October 30 15 As amended dated

3460-3987-9685, v. 1  
-amended 10/30/15

39



Gledswood Hills Planning Agreement – As amended October 2015As amended dated:

3460-3987-9685, v. 1  
[www.3460-3987-9685.com](http://www.3460-3987-9685.com)

**Sheet 1B**

**Entertainment Precinct**





Sheet 3

VPA Facilities – Stage A



Sheet 4

VPA Facilities – Stage B



Sheet 5

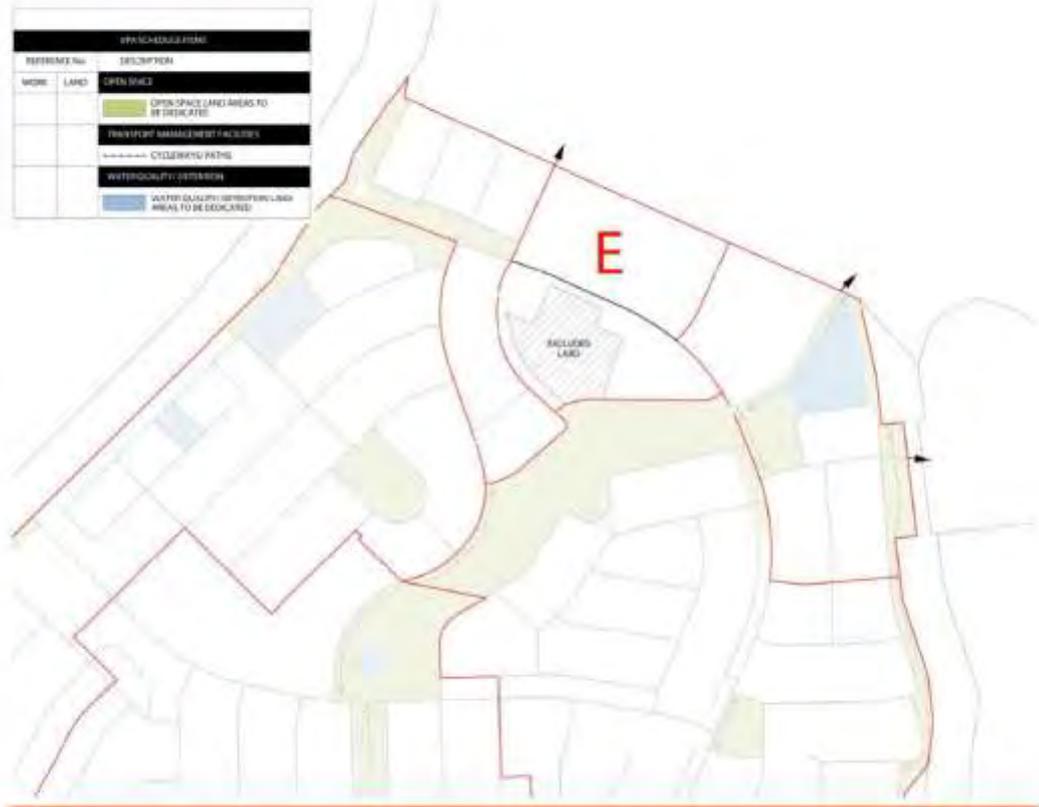
VPA Facilities – Stage C



### Sheet 6 VPA Facilities – Stage D



### VPA Facilities - Stage E



**Schedule 2**  
(Clause 8.2)

**Development Contributions**

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Contribution Item	Public Purpose	Relevant Stage	Nature / Extent	Timing	Contribution Value	Plan of Management
Carrying out of works						
1. Playground	Open space and recreation	A	One playground in a location generally consistent with that marked "play ground" on the VPA Facilities – Stage A Plan and that is otherwise in accordance with the relevant portions of the specification for Item DSR 3.2 included in the CP that are annexed to this Agreement and marked "B".	Immediately prior to the issuing of a Subdivision Certificate that creates the 340 <sup>th</sup> Final Lot within Stage A.	\$203,050	

Gledswood Hills Planning Agreement – Attachment 2 (Clause 8.2) (Public Exhibition V)  
 0-450-2007-2016-1-1  
 Form 1001 (01/10)

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Contribution Item	Public Purpose	Relevant Stage	Nature / Extent	Timing	Contribution Value	Plan of Management
2. Fitness station	Open space and recreation	A	Fitness equipment situated within a central pocket park comprising approximately 400m <sup>2</sup> in a location generally consistent with that marked "fitness station" on the VPA Facilities – Stage A Plan.	Immediately prior to the issuing of a Subdivision Certificate that creates the 340 <sup>th</sup> Final Lot within Stage A.	\$90,000	
3. Play-space	Open space and recreation	B	One play space in a location generally consistent with that marked "play space" on the VPA Facilities – Stage B Plan and that is otherwise in accordance with the relevant portions of the specification for Item OSR 3.3 in the CP that are annexed to this Agreement and marked "C".	Immediately prior to the issuing of a Subdivision Certificate that creates the 370 <sup>th</sup> Final Lot within Stage B.	\$203,050	
4. Basketball courts	Open space and recreation	B	Two (2) basketball courts comprising approximately 2,600m <sup>2</sup> in a location generally consistent with that marked "2 x hard courts" on the VPA	Immediately prior to the issuing of a Subdivision Certificate that creates the 370 <sup>th</sup> Final Lot within Stage B.	\$210,000	

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Contribution Item	Public Purpose	Relevant Stage	Nature / Extent	Timing	Contribution Value	Plan of Management
5. Passive Open Space Embellishment – Stage B	Open space and recreation	B	Facilities – Stage B Plan  Embellishment of passive open space of a size and location that is generally consistent with the area identified as "other passive open space" on the VPA Facilities – Stage B Plan and that is otherwise in accordance with the relevant portions of the specifications proposed in the CP, as annexed to this Agreement and marked "D".	Immediately prior to the issuing of a Subdivision Certificate that creates the 370m Final Lot within Stage B	\$2,110,000	
6. Passive Open Space Embellishment – Stage C	Open space and recreation	C	Embellishment of passive open space of a size and location that is generally consistent with the area identified as "other passive open space" on the VPA Facilities – Stage C Plan	Immediately prior to the issuing of a Subdivision Certificate that creates the 320m Final Lot within Stage C.	\$900,000	

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Contribution Item	Public Purpose	Relevant Stage	Nature / Extent	Timing	Contribution Value	Plan of Management
7. Passive Open Space Embellishment – Stage D	Open space and recreation	D	and that is otherwise in accordance with the relevant portions of the specifications proposed in the CP, as annexed to this Agreement and marked "D". Embellishment of passive open space of a size and location that is generally consistent with the area identified as "other passive open space" on the VPA Facilities – Stage D Plan and that is otherwise in accordance with the specifications proposed in the relevant portions of the CP, as annexed to this Agreement and marked "D".	Immediately prior to the issuing of a Subdivision Certificate that creates the 155" Final Lot within Stage D.	\$740,000	
8. Cycleway – Stage A	Roads and traffic management	A	A cycleway in a location generally consistent with that marked "cycleway/paths" on the VPA Facilities – Stage A Plan and otherwise in accordance with the	Immediately prior to the issuing of a Subdivision Certificate that creates the 340" Final Lot within Stage A.	\$57,750	

Gledswood Hills Planning Agreement – as Amended October 2016 (An amended plan)

3-16-2017-0515-1-1  
 Plan No: 100-100-100-100

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Contribution Item	Public Purpose	Relevant Stage	Nature / Extent	Timing	Contribution Value	Plan of Management
9. Cycleways – Stage B	Roads and traffic management	B	requirements of Item T3.1 in the relevant portions of the CP, as annexed to this Agreement and marked "E".  Cycleways in locations generally consistent with that marked "cycleway/paths" on the VPA Facilities – Stage B Plan and otherwise in accordance with the requirements of Item T3.1 in the relevant portions of the CP, as annexed to this Agreement and marked "E".	Immediately prior to the issuing of a Subdivision Certificate that creates the 370 <sup>m</sup> Final Lot within Stage B.	\$173,250	
10. Cycleways – Stage C	Roads and traffic management	C	Cycleways in locations generally consistent with that marked "cycleway/paths" on the VPA Facilities – Stage C Plan and otherwise in accordance with the requirements of Item T3.1 in the relevant portions of	Immediately prior to the issuing of a Subdivision Certificate that creates the 320 <sup>m</sup> Final Lot within Stage C.	\$269,500	

Gledswood Hills Planning Agreement – (revised) October 2015 (Approved) (draft)

0450-2017-001E-1-1  
 Form 1003 (01/15)

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Contribution Item	Public Purpose	Relevant Stage	Nature / Extent	Timing	Contribution Value	Plan of Management
11. Cycleways – Stage D	Roads and traffic management	D	the CP, as annexed to this Agreement and marked "E".  Cycleways in locations generally consistent with that marked "cycleway/paths" on the VPA Facilities – Stage D Plan and otherwise in accordance with the requirements of Item T3.1 in the relevant portions of the CP, as annexed to this Agreement and marked "E".	Immediately prior to the issuing of a Subdivision Certificate that creates the 155" Final Lot within Stage D.	\$115,500	
12. Road crossing of South Creek	Roads and traffic management	C	Two-lane road crossing of South Creek: <ul style="list-style-type: none"> <li>in a location generally consistent with that marked "riparian crossing structure" on the VPA Facilities – Stage C Plan; and</li> </ul>	Immediately prior to the issuing of a Subdivision Certificate that creates the 320" Final Lot within Stage C.	\$1,256,172.50	

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Contribution Item	Public Purpose	Relevant Stage	Nature / Extent	Timing	Contribution Value	Plan of Management
13. Embellishment of Riparian Land – Stage A	Open space, recreation, and environmental conservation	A	<ul style="list-style-type: none"> <li>generally consistent with plans annexed to this Agreement and marked 'F'.</li> </ul> Embellishment of land to be dedicated under item 21.	Immediately prior to the issuing of a Subdivision Certificate that creates the 340 <sup>m</sup> Final Lot within Stage A.	\$1,326,000	
14. Embellishment of Riparian Land – Stage B	Open space, recreation, and environmental conservation	B	Embellishment of land to be dedicated under item 22.	Immediately prior to the issuing of a Subdivision Certificate that creates the 370 <sup>m</sup> Final Lot within Stage B.	\$645,000	
15. Embellishment of Riparian Land – Stage C	Open space, recreation, and environmental conservation	C	Embellishment of land to be dedicated under item 23.	Immediately prior to the issuing of a Subdivision Certificate that creates the 320 <sup>m</sup> Final Lot Within Stage C.	\$2,757,000	
<b>Dedication of land</b>						

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Contribution Item	Public Purpose	Relevant Stage	Nature / Extent	Timing	Contribution Value	Plan of Management
16. Open space with play ground and fitness station	Open space and recreation		Dedication of the site, approximately 7,200 square metres in size, on which Item 1 and Item 2 is located, whose boundaries are generally consistent with the area identified as being the location of those items and marked as "open space land to be dedicated" on the VPA Facilities – Stage A Plan.	Within 28 days of Works Completion for Item 1 or Item 2 (whichever is the later) or at such later date as agreed between the Parties.		Yes
17. Open space with play space	Open space and recreation		Dedication of the site, approximately 3,400 square metres in size, on which Item 3 is located, whose boundaries are generally consistent with the area identified as being the location of that item and marked as "open space land to be dedicated" on the VPA Facilities – Stage B Plan.	Within 28 days of Works Completion for Item 3 or at such later date as agreed between the Parties.		Yes

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Contribution Item	Public Purpose	Relevant Stage	Nature / Extent	Timing	Contribution Value	Plan of Management
18. Passive Open Space – Stage B (with basketball courts)	Open space and recreation		Dedication of the site, approximately 41,400 square metres in size, on which Item 4 and Item 5 are located, whose boundaries are generally consistent with the area identified as being the location of that item and marked as "open space land to be dedicated" on the VPA Facilities – Stage B Plan.	Within 28 days of Works Completion for Item 4 and Item 5 (whichever is the later) or at such later date as agreed between the Parties.		Yes
19. Passive Open Space – Stage C	Open space and recreation		Dedication of the site, approximately 26,500 square metres in size, on which Item 6 is located, including the land within the boundaries of that site that is identified as "water quality/detention land areas to be dedicated" on the VPA Facilities – Stage C Plan	Within 28 days of Works Completion for Item 6 or at such later date as agreed between the Parties.		Yes

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Contribution Item	Public Purpose	Relevant Stage	Nature / Extent	Timing	Contribution Value	Plan of Management
20. Passive Open Space - Stage D	Open space and recreation		Dedication of the site, approximately 24,400 square metres in size, on which Item 7 is located, including the land within the boundaries of that site that is identified as "water quality/detention land areas to be dedicated" on the VPA Facilities - Stage D Plan.	Within 28 days of Works Completion for Item 7 or at such later date as agreed between the Parties.		Yes
21. Riparian Land - stage A	Open space, recreation, and environmental conservation		Dedication of an area of land, approximately 62,000 square metres in size, whose boundaries are generally consistent with those identified on the VPA Facilities - Stage A Plan as: <ul style="list-style-type: none"> <li>• "riparian corridor land areas to be dedicated and embellished"; and</li> <li>• "water quality/detention land areas to be dedicated".</li> </ul>	Within 28 days of Works Completion for Item 13 or at such later date as agreed between the Parties.	Nil	Yes

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Contribution Item	Public Purpose	Relevant Stage	Nature / Extent	Timing	Contribution Value	Plan of Management
22. Riparian Land - stage B	Open space, recreation, and environmental conservation		<p>Dedication of an area of land, approximately 33,250 square metres in size, whose boundaries are generally consistent with those identified on the VPA Facilities - Stage B Plan as:</p> <ul style="list-style-type: none"> <li>"riparian corridor land areas to be dedicated and embellished"; and</li> <li>"water quality/detention land areas to be dedicated".</li> </ul>	Within 28 days of Works Completion for Item 14 or at such later date as agreed between the Parties	Nil	Yes

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Contribution Item	Public Purpose	Relevant Stage	Nature / Extent	Timing	Contribution Value	Plan of Management
23. Riparian Land - stage C	Open space, recreation, and environmental conservation		Dedication of an area of land, approximately 111,800 square metres in size, whose boundaries are generally consistent with those identified on the VPA Facilities - Stage C Plan as: <ul style="list-style-type: none"> <li>"riparian corridor land areas to be dedicated and embellished"; and</li> <li>"water quality/detention land areas to be dedicated".</li> </ul>	Within 28 days of Works Completion for Item 15 or at such later date as agreed between the Parties.	Nil	Yes
24. Water cycle management land - stage A	Water cycle management		Dedication of an area of land whose boundaries are generally consistent with those identified as "water quality/detention land areas to be dedicated" on the VPA Facilities - Stage A Plan, but not including land to be dedicated as part of item 21, and only to the extent that the land is required for the purposes of item 28.	Within 28 days of the Works Completion for that part of item 28 that relates to Stage A.	Nil	Yes

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Contribution Item	Public Purpose	Relevant Stage	Nature / Extent	Timing	Contribution Value	Plan of Management
25. Water cycle management land - stage D	Water cycle management		Dedication of an area of land whose boundaries are generally consistent with those identified as "water quality/detention land" areas to be dedicated" on the VPA Facilities – Stage D Plan, but not including land to be dedicated as part of item 20 and only to the extent that the land is required for the purposes of item 28.	Within 28 days of the Works Completion for that part of item 28 that relates to Stage D.	Nil	Yes
<b>Monetary contribution</b>						
26. Monetary contribution - general	Open space and recreation, community, and transport management facilities		An amount of \$20,241 for each of the Final Lots developed on the Land (other than the Entertainment Precinct) from the 1001st to 1200th Final Lot, then an amount of \$3,373 for each Final Lot over 1200 Final Lots.	Immediately prior to the issue of each Subdivision Certificate for Final Lots referred to in column 4, but only for the Final Lots that are to be the subject of the relevant Subdivision Certificate	\$20,241 per Final Lot between 1001 – 1200 Final Lots and \$3,373 per Final Lot over 1200 Final Lots.	
27. Monetary contribution - administration	Administration		An amount of \$707 per hectare of Final Lot Area to be newly created (or	Immediately prior to the issue of each relevant Subdivision Certificate.	\$63,053	

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Contribution Item	Public Purpose	Relevant Stage	Nature / Extent	Timing	Contribution Value	Plan of Management
27A. Monetary contribution - <u>Entertainment Precinct</u>	Open space and recreation and community facilities		land other than the <u>Entertainment Precinct</u> as consequence of the issue of a Subdivision Certificate up to a maximum of \$63,053.	Immediately prior to the issue of the first <u>Occupation Certificate</u> for each Dwelling referred to in <u>Column 4 to this item</u> .	\$5,059.24 per Dwelling	
<b>Miscellaneous Works</b>						
28. Water Cycle Management	Water cycle management	A, B, C and D	Deployment of a water management system which: <ul style="list-style-type: none"> <li>achieves the water outcomes and objectives (as described in Annexure G of this Agreement) for each sub-catchment on the Land;</li> <li>insofar as the deployment of the system requires the</li> </ul>	Immediately prior to the issuing of a Subdivision Certificate for any Final Lot or Service Lot, but only to the extent as is necessary for the Final Lot(s) or Service Lot(s) concerned to be serviced by the system.	\$8,884,700	

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Contribution Item	Public Purpose	Relevant Stage	Nature / Extent	Timing	Contribution Value	Plan of Management
			dedication of land it is to be generally consistent with the VPA Facilities – Stage A Plan; the VPA Facilities – Stage B Plan; the VPA Facilities – Stage C Plan; and the VPA Facilities – Stage D Plan; and <ul style="list-style-type: none"> <li>may incorporate a range of engineering devices including open water bodies, bioretention and dry basins.</li> </ul>			

Gledswood Hills Planning Agreement – Amendment 1 (October 2016) (amended 0/0/00)  
 0460-2017-001E-V-1  
 from www.311nc.com

**Schedule 3**

(Clause 1.1 and Clause 32.2)

**Execution**

**Executed as an Agreement**

**Dated:**

**Executed on behalf of the Council by affixing the SEAL in accordance with a resolution passed at a duly convened meeting held on:**

\_\_\_\_\_  
**General Manager**

\_\_\_\_\_  
**Mayor**

**Executed on behalf of SH Camden Valley Pty Limited (As Trustee for the SH Camden Valley Unit Trust) in accordance with s127(1) of the Corporations Act (Cth) 2001**

\_\_\_\_\_  
**Name/Position**

**Name/Position**

**ORD07**

**Attachment 2**

Gledswood Hills Planning Agreement – As amended October 2015 As amended dated

3460-3987-9685, v. 1  
case-no:17062-004-000

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Novation Deed

**[Novation/Assignment] Deed**

**Camden Council**

and

**[Drafting Note: Insert name of Original Developer]**

and

**[Drafting Note: Insert name of New Developer]**

**Novation/Assignment Deed**

DATE

**Parties**

**Camden Council** ABN 31 117 341 764 of 37 John Street Camden, NSW 2150  
(Council)

and

**## [Drafting Note. Insert name, ABN & address of Developer](Original Developer)**

and

**##[Drafting Note. Insert name, ABN & address of Developer] (New Developer)**

**Background**

A The Council and the Original Developer are parties to the Original Agreement.

Gledswood Hills Planning Agreement – As amended October 2015As amended (2010)

3460-3887-9685, v.11  
© Camden Council 2015

- B The Original Agreement relates to the whole of the Land.
- C The Original Developer wishes to transfer *[the whole of] [part or parts of]* the Land comprising Lot *[insert Lot number]* in DP (Transferred Land) *[insert Deposited Plan number]* to the New Developer. *[Drafting Note: to be included where all or part of the land is to be transferred to the New Developer and the Original Agreement is to be novated in relation to the Transferred Land].*

**OR**

The Original Developer wishes to novate all of its rights and obligations under the Original Agreement to the New Developer. *[Drafting Note: to be included where there is no transfer of the Land to the New Developer, but the Original Developer has entered into a separate arrangement with the New Developer that requires a novation of all the Original Developer's rights and obligations under the Original Agreement to the New Developer].*

**OR**

The Original Developer wishes to assign its rights and interests under the Original Agreement to the New Developer. *[Drafting Note: to be included where the Original Developer has entered into a separate arrangement with the New Developer and the Original Developer's rights and interests in the Original Agreement are to be assigned].*

## Agreed terms

### 1 Interpretation

#### 1.1 Definitions

1.1.1 In this document:

**Effective Date** means *[insert]*

**Council** means Camden Council *[Drafting Note: Only to be included where the Original Agreement is assigned to the New Developer].*

**Land** has the meaning given to that term in the Original Agreement.

**Original Agreement** means the voluntary planning agreement dated *[insert]* and made between the Council the Original Developer and other parties

#### 1.2 Construction

1.2.1 Unless expressed to the contrary, in this document:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) "includes" means includes without limitation;
- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put

forward the clause or would otherwise benefit from it; and

- (f) a reference to:
- (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
  - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
  - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced; and
  - (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation.

### 1.3 Headings

1.3.1 Headings do not affect the interpretation of this document.

## 2 **Novation in respect of Transferred Land** [Drafting Note - Delete clauses 2, 3 and 4 if novation is not applicable]

### 2.1 Original Agreement

2.1.1 Subject to clause 3 and with effect from the Effective Date:

- (a) the New Developer is substituted for the Original Developer as a party to the Original Agreement;
- (b) the New Developer will be bound by the Original Agreement, and will be entitled to the benefit of the Original Agreement, as if the New Developer was a party to the Original Agreement instead of the Original Developer in relation to the Transferred Land; and
- (c) the Original Developer is released and discharged from all obligations and liabilities, and from all claims (whether for costs, damages, fees, expenses or otherwise), arising under the Original Agreement in relation to the Transferred Land.

### 2.2 Reference in Original Agreement

2.2.1 All references to the Original Developer in the Original Agreement are to be construed as references to the New Developer in relation to the Transferred Land.

### 2.3 Address for notices

2.3.1 The Council must address all notices and communications to be given or made by it in relation to the Transferred Land to the New Developer under the Original Agreement to the following address:

**New Developer: [Insert details]**

**Address: [Insert details]**

**Fax: [Insert details]**

Contact Person: **[Insert details]**

Email: **[Insert details]**

### **3 Novation [Drafting Note - Delete clauses 2, 3 and 4 if novation is not applicable]**

#### **3.1 Original Agreement**

3.1.1 Subject to clause 3 and with effect from the Effective Date:

- (a) the New Developer is substituted for the Original Developer as a party to the Original Agreement;
- (b) the New Developer will be bound by the Original Agreement, and will be entitled to the benefit of the Original Agreement, as if the New Developer was a party to the Original Agreement instead of the Original Developer; and
- (c) the Original Developer is released and discharged from all obligations and liabilities, and from all claims (whether for costs, damages, fees, expenses or otherwise), arising under the Original Agreement

#### **3.2 Reference in Original Agreement**

3.2.1 All references to the Original Developer in the Original Agreement are to be construed as references to the New Developer.

#### **3.3 Address for notices**

3.3.1 The Council must address all notices and communications to be given or made by it to the New Developer under the Original Agreement to the following address:

**New Developer: [Insert details]**

Address: **[Insert details]**

Fax: **[Insert details]**

Contact Person: **[Insert details]**

Email: **[Insert details]**

### **4 Affirmation of the Original Agreement**

4.1 The Original Agreement will be read and construed subject to this deed, and in all other respects the provisions of the Original Agreement are ratified and confirmed, and, subject to the variation and novation contained in this deed, the Original Agreement will continue in full force and effect.

### **5 Assignment [Drafting Note - Delete if assignment is not applicable]**

#### **5.1 Assignment of Rights**

5.1.1 The Original Developer assigns to the New Developer absolutely all of the Original Developer's rights (both present, future, actual and contingent) under the Original Agreement

or which arise as a result of the Original Developer exercising any right under the Original Agreement.

- 5.1.2 The New Developer accepts the assignment of the Original Developer's rights (both present, future, actual and contingent) under the Original Agreement on the terms of this deed.

## 5.2 Assumption of obligations

- 5.2.1 On and from the Effective Date, the New Developer must properly and punctually observe and perform all of the Original Developer's obligations (both present, future, actual and contingent) under the Original Agreement or which arise as a result of the Council exercising any right under the Original Agreement and which are due to be performed on or after the Effective Date.

## 6 Indemnities

- 6.1 The New Developer indemnifies the Original Developer on demand against all liabilities, claims, damages and loss which the Original Developer suffers or incurs in relation to the Original Agreement including those which arise or relate to acts or omissions occurring on or after the Effective Date.

## 7 Warranties and representations

### 7.1 Warranties

- 7.1.1 Each party represents and warrants that, at the time of execution, and at the Effective Date:
- (a) it has capacity unconditionally to execute, deliver and comply with its obligations under this document;
  - (b) it has taken all necessary action to authorise the unconditional execution and delivery of, and the compliance with, its obligations under this document;
  - (c) this document is a valid and legally binding obligation and is enforceable against it by each other party in accordance with its terms; and
  - (d) its unconditional execution and delivery of, and compliance with its obligations under, this document do not contravene:
    - (i) any law or directive from a government entity;
    - (ii) its constituent documents;
    - (iii) any agreement or instrument to which it is a party; or
    - (iv) any obligation of it to any other person.

**7.2 Survival of warranties**

- 7.2.1 The warranties and representations in clause 7.1 survive the execution of this document and the [novation/assignment] of the Original Agreement.

**8 GST**

- 8.1 Where a supply made under this deed gives rise to a liability for GST, the consideration to be provided for that supply (other than under this clause) shall be increased by an additional amount equal to the GST payable on the supply. The additional amount must be paid, and the supplier must provide a tax invoice, at the same time as the other consideration for that supply is to be provided under this deed. Terms used in this clause have the meanings in the *A New Tax System (Goods and Services Tax) Act 1999*.

**9 Stamp duty and costs**

- 9.1 The Original Developer and the New Developer are jointly and severally responsible for the Council's legal costs incidental to the negotiation, preparation and execution of this deed. **[Drafting Note: To be included where the Original Agreement is being assigned.]**
- 9.2 The New Developer will pay all stamp duty arising directly or indirectly from this deed.

**10 Further acts**

- 10.1 Each party will take all steps, execute all deeds and do everything reasonably required by any other party to give effect to any of the actions contemplated by this deed.
- 10.2 This deed binds each party which signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.

**11 Amendment**

- 11.1 This document may only be varied or replaced by a document executed by the parties.

**12 Governing law**

- 12.1 This deed is governed by the law in force in the place specified in the New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that place.

**13 Counterparts**

- 13.1 This deed may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.

**Execution**

**Executed as a Deed**

**Dated:**

**Executed on behalf of the Council by affixing the SEAL in accordance with a resolution passed at a duly convened meeting held on:**

\_\_\_\_\_

**General Manager**

\_\_\_\_\_

**Mayor**

**Executed on behalf of the Original Developer** in accordance with s127(1) of the Corporations Act (Cth) 2001

\_\_\_\_\_

**Name/Position**

\_\_\_\_\_

**Name/Position**

**Executed on behalf of the New Developer** in accordance with s127(1) of the Corporations Act (Cth) 2001

\_\_\_\_\_

**Name/Position**

\_\_\_\_\_

**Name/Position**

## Annexure A

(Clause 10.3)

### 2.15.1 Contributions for all works schedule items (other than land yet to be acquired)

The total contribution for all works schedule items (other than land yet to be acquired) at the time of payment is determined by the following formula:

$$\frac{\$C_G \times CPI_P}{CPI_C}$$

$CPI_C$

Where:

$\$C_G$  is the contribution amount for all works schedule items (other than land yet to be acquired) shown in the development consent expressed in dollars

$CPI_P$  is the *Consumer Price Index (All Groups Index)* for Sydney as published by the Australian Statistician at the time of the payment of the contribution

$CPI_C$  is the *Consumer Price Index (All Groups Index)* for Sydney as published by the Australian Statistician which applied at the time of the issue of the development consent

Note: The contribution payable will not be less than the contribution specified on the development consent.

**Annexure B**

(Schedule 2, Item 1, Column 4)

Table 4.1 (relevant extract only)

**Facility**

**[C]hildren's... [playground] suitable for 0-4 years and fenced with equipment.**

Oran Park & Turner Road Precincts: Summary of Assumptions and Information Used in the section 94 contribution plan: January 2008 – page 2 (relevant extract only)

...[S]oft fall, shade cloths, fence and children's play equipment.

**Annexure C**

(Schedule 2, Item 3, Column 4)

Table 4.1 (relevant extracts only)

**Facility**

[P]lay ... [space] suitable for 5-12 year olds to allow for more independent play, skill development and cognitive development.

**Guidelines**

[Play space] may...[have one the following features:] bouldering features, climbing areas, 'learn to' cycleways through to cycle obstacle course... [or]skate facility ...

## Annexure D

(Schedule 2, Items 5-7, Column 4)

Table 4.1 (relevant extracts only)

### Facility

**Community parks and green spaces**

### Guidelines

... [G]reen space suitable for informal recreation use. Spaces can act as nodes along cycleways to provide passive surveillance.

May include walking, exercise, dog walking area, community gardens, picnic areas, picnic tables.... Water features and public art provide interest and props for users.

May be used for children's training, and lunchtime activities but not designed for competitions. ...

Oran Park & Turner Road Precincts: Summary of Assumptions and Information Used in the section 94 contribution plan: January 2008 – page 2 (relevant extract only)

[P]aving, planting gardens, turf, seats, rubbish bins, lighting, water features, picnic areas ... [and]shelter ....

**Annexure E**

(Schedule 2, Items 8-11, Column 4)

Table 4.1 (relevant extracts only)

**Facility**

**Cycleway – walkway**

Oran Park & Turner Road Precincts: Summary of Assumptions and Information Used in the section 94 contribution plan; January 2008 – page 3 (relevant extract only)

**2.5m for cycle-ways ... 100mm reinforced concrete footpath [on an appropriate basecourse] ....**



Layout Plan

Gledswood Hills Planning Agreement – As amended October 2015 As amended dated

3460-3987-9685, v. 1  
csm=sm|7062-004208

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## Annexure G

(Schedule 2, Item 28, Column 4)

Note: This is the relevant text extracted from the Turner Road Precinct Development Control Plan as in existence on 1 June 2012.

### 6.2 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.
- (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 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). ...
- (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,
  - 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.





**Third Deed of Variation to Gledswood Hills Planning Agreement  
Camden Council  
SH Camden Valley Pty Limited (As Trustee for the SH Camden  
Valley Unit Trust)**



ORD07

**Execution**

**Executed as a Deed**

**Dated:**

**Executed on behalf of the Council**

\_\_\_\_\_  
General Manager

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Witness

**Executed on behalf of the Landowner** in accordance with s127(1) of the  
Corporations Act (Cth) 2001

\_\_\_\_\_  
Name/Position

\_\_\_\_\_  
Name/Position

CAM\_CAM17009\_012

Attachment 2

**Third Deed of Variation to Gledswood Hills Planning Agreement**  
**Camden Council**  
**SH Camden Valley Pty Limited (As Trustee for the SH Camden Valley Unit Trust)**



## Appendix

(Clause 7)

*Environmental Planning and Assessment Regulation 2000*

(Clause 25E)

## Explanatory Note

### Third Draft Deed of Variation to Gledswood Hills VPA

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

### Parties

**Camden Council** ABN 31 117 341 764 of 70 Central Avenue, Oran Park, NSW 2570  
 (Council)

**SH Camden Valley Pty Limited** ABN 37 137 331 376 As Trustee for the SH Camden Valley Unit Trust (ABN 46 767 052 801) of 68 Waterloo Road, Macquarie Park, New South Wales (Landowner)

### Description of the Land to which the Draft Deed of Variation Applies

The Draft Deed of Variation applies to the same Land the subject of the Planning Agreement.

### Description of Proposed Development

The Draft Deed of Variation applies to the same Development the subject of the Planning Agreement.

CAM\_CAM17009\_012

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**Third Deed of Variation to Gledswood Hills Planning Agreement**  
**Camden Council**  
**SH Camden Valley Pty Limited (As Trustee for the SH Camden Valley Unit Trust)**



ORD07

## **Summary of Objectives, Nature and Effect of the Draft Deed of Variation**

### **Objectives of Draft Deed of Variation**

The objective of the Draft Deed is to amend the Planning Agreement.

### **Nature of Draft Deed of Variation**

The Draft Deed is a variation to the Planning Agreement under cl25C(3) of the Environmental Planning and Assessment Regulation 2000.

### **Effect of the Draft Deed of Variation**

The Draft Deed of Variation varies the Planning Agreement to, amongst other things, amend the staging plan for the Development to include a new Stage E for the Entertainment Precinct of the Development and to amend the timing and amount of monetary contributions to be paid for the part the Land that will become the Entertainment Precinct if the *Turner Road Precinct Development Control Plan 2007* is amended, to update title details, to amend the location and layout of open space areas, roads and drainage facilities to be provided by the Landowner and to amend the staging boundaries.

## **Assessment of the Merits of the Draft Deed of Variation**

### **The Planning Purposes Served by the Draft Deed of Variation**

The Draft Deed provides for an amendment to the timing of monetary contributions to be paid for a part of the Land which will become the Entertainment Precinct. It also includes minor amendments to the location and layout of land to be dedicated and work to be carried out by the Landowner. The changes enable the subject land to be developed in a timely and efficient manner.

It does not change the Planning Agreement's provision of local infrastructure:

- to meet the demands generated by the Development for new public infrastructure, and
- to mitigate the potential impacts of the Development.

### **How the Draft Deed of Variation Promotes the Public Interest**

The Draft Deed of Variation promotes the Public Interest by ensuring that Planning Agreement properly reflects the timing, nature and extent of the works and monetary contributions to be provided by the Landowner.

The Draft Deed of Variation does not amend the Landowner's obligation to make development contributions towards the cost of public amenities and public services to meet the demand created by the Development and to carry out works and dedicate land in that regard. This enables the subject land to be developed in a timely and

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Attachment 2

**Third Deed of Variation to Gledswood Hills Planning Agreement  
Camden Council  
SH Camden Valley Pty Limited (As Trustee for the SH Camden  
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efficient manner to promote residential housing development, which in turn promotes the following objectives of the *Environmental Planning and Assessment Act, 1979* as contained in s5 of that Act:

- promotes and co-ordinates the orderly and economic use and development of the land,
- achieves the provision of land for public purposes, and
- achieves the provision and co-ordination of community services and facilities

**For Planning Authorities:**

***Development Corporations - How the Draft Deed of Variation Promotes its Statutory Responsibilities***

N/A

***Other Public Authorities – How the Draft Deed of Variation Promotes the Objects (if any) of the Act under which it is Constituted***

N/A

***Councils – How the Draft Deed of Variation Promotes the Elements of the Council's Charter (now the Guiding Principles for Local Government in s8 of the Local Government Act 1993)***

The Draft Planning Agreement promotes the guiding principles for Councils by:

- enabling the Council to manage lands and other assets so that current and future local community needs can be met in an affordable way,
- enabling the Council to work with the Landowner to secure appropriate services for local community needs, and
- enabling the Council, through public notification of this Deed, to actively engage with local communities.

The Draft Deed does not amend the continued provision of various public facilities the need for which is created by the Development.

***All Planning Authorities – Whether the Draft Deed of Variation Conforms with the Authority's Capital Works Program***

The Draft Deed does not change the general nature of Works to be provided by the Landowner under the Planning Agreement. All Works are as a consequence of the Development and are to be provided by the Landowner in-kind. As such, the Draft Deed of Variation conforms with Council's Works Program and other Authorities.

**Third Deed of Variation to Gledswood Hills Planning Agreement  
Camden Council  
SH Camden Valley Pty Limited (As Trustee for the SH Camden  
Valley Unit Trust)**



ORD07

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***All Planning Authorities – Whether the Draft Deed of Variation specifies that certain requirements must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued***

The Draft Deed of Variation amends the Planning Agreement to specify that certain monetary contributions under the Planning Agreement must be paid before the issuing of occupation certificates for Dwellings in the Entertainment Precinct.

DRAFT

Attachment 2





# ORDINARY COUNCIL

## ORD02

**SUBJECT:** PROPOSED AMENDMENTS TO TURNER ROAD DCP - PART B ENTERTAINMENT PRECINCT AND GLEDSDOOD HILLS VPA  
**FROM:** Director Planning & Environment  
**TRIM #:** 17/195560

**PROPERTY ADDRESS:** B,D,E and 91 The Hermitage Way, Gledswood Hills  
**APPLICANT:** Sekisui House  
**OWNER:** SH Camden Valley P/L, Narellan Property Holding P/L

### PURPOSE OF REPORT

The purpose of this report is to seek Council's endorsement to publicly exhibit and adopt (subject to the exhibition) the proposed amendment to the Turner Road Development Control Plan (DCP) - Part B1 Entertainment Precinct **included as an Attachment to the report** and the Gledswood Hills Voluntary Planning Agreement (VPA) **(included as an Attachment 2 to the report)**.

### BACKGROUND

The site is located within 'The Hermitage' which forms part of the Turner Road Precinct of the South West Priority Growth Area (SWPGA). The site is bound by the El Caballo Blanco Golf Course Land to the north, the proposed Gledswood Hills Primary School to the east and surrounding residential development to the south and west, and is zoned B4 Mixed Use under *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*.

The majority of the Entertainment Precinct is undeveloped land owned by Sekisui House Pty Ltd (the proponent) and is **shaded light blue in Figure 1 below**. The remainder of the Entertainment Precinct contains the Camden Valley Country Club, which is owned by Narellan Property Holdings Pty Ltd (NPH) and is **shaded red in Figure 1 below**.



Figure 1: Locality Map

This is the report submitted to the Ordinary Council held on 22 August 2017



### Current DCP

The Turner Road Development Control Plan 2007 (the DCP) applies to land within the Entertainment Precinct. At the time of its adoption, the DCP included:

- Part A DCP controls, which applied to all development undertaken throughout the Turner Road precinct; and
- Part B DCP controls, which applied in identified 'precincts' where more detailed, site-specific controls were required.

The 'Entertainment Precinct' (the subject site) was identified as requiring a Part B DCP. A Part B DCP for the Entertainment Precinct came into force on 20 May 2009 and was based on the original Indicative Layout Plan (ILP) for the Turner Road precinct, which at the time included the development of a golf course.

In 2011, the Turner Road ILP was amended by deleting the proposed golf course and providing additional residential lots and open space land. At the time, development of a golf course was considered to be financially unviable.

In addition to the proposed golf course, the original Part B DCP for the entertainment precinct included the demolition of the Camden Valley Country Club. The club is now proposed to be retained.

The retention of the club and the removal of the golf course have triggered the need to review the Part B DCP and update the proposed vision for the precinct.

### Current VPA

The Gledswood Hills Voluntary Planning Agreement (VPA) was executed in 2013 and is the mechanism for the proponent to provide development contributions to Council. The VPA includes:

- Water cycle management infrastructure including drainage works and basins;
- Transport infrastructure including collector roads, roundabouts, and pedestrian and cycle paths;
- Recreation and open space infrastructure including local parks and a larger central open space corridor;
- Embellished riparian corridor land along South Creek; and
- Monetary contributions towards off-site district open space and community infrastructure in Oran Park and the future Marylands precinct.

The current VPA does not provide contributions for any dwellings within the Entertainment Precinct. At the time the current VPA was drafted, a detailed design for the Entertainment Precinct had not been undertaken and the total dwelling yield that could be achieved under the applicable development controls had not been determined. It was understood a VPA amendment (or the payment of Section 94 contributions) would be required for any future residential development in the Entertainment Precinct.



### Entertainment Precinct Vision

The original vision for the Entertainment Precinct was intended to complement the proposed golf course and included smaller boutique shops and visitor accommodation linked to the golf course.

Following the removal of the golf course, the vision has been revised by the proponent. The revised vision contained within the draft DCP for the Entertainment Precinct includes the following key elements:

- The creation of a 'high street' along The Hermitage Way which will provide a range of retail, commercial, residential and entertainment-based uses
- An outdoor central plaza/village square to create opportunities for outdoor dining, play areas and performance spaces, which will be privately owned and maintained by the proponent.
- The provision of the majority of car parking as basement/undercroft car parking to reduce the visual dominance of parking at street level, and to respond to the natural topography of the area.
- A walkable neighbourhood centre with connectivity to the surrounding development and open space areas

The revised vision was prepared following community consultation and resident feedback undertaken by the proponent in November 2016. The proponent has also undertaken market and feasibility analysis and detailed urban design work to inform the draft DCP.

### Councillor briefing

The revised vision for the Entertainment Precinct, amended DCP and draft VPA were briefed to Council on 13 June 2017.

### MAIN REPORT

#### Summary of proposed amendments

The proponent has submitted the following proposed amendments to Council:

- a **draft Part B DCP (Entertainment Precinct)** including amendments to:
  - The retail shop cap;
  - Preferred land use zones;
  - Building setbacks;
  - Precinct view corridors;
  - Car parking and access;
  - Minor changes to the boundary of the Entertainment Precinct; and
- a **draft VPA amendment** including:
  - Inclusion of offsite contributions for 400 dwellings within the entertainment precinct;
  - Amendment to staging boundaries; and
  - Dedication of land.

The review of the draft DCP has involved the other landowner in the precinct (NPH), which has indicated that the proposed changes are supported.

The proposed VPA amendment only applies to the Sekisui land.

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This is the report submitted to the Ordinary Council held on 22 August 2017 - Page 3



### Review of existing DCP and SEPP controls to inform draft DCP and VPA amendment

The proponent has undertaken a review of the existing DCP and SEPP controls that apply to the Entertainment Precinct to determine the number of apartment dwellings that can be accommodated under the existing planning controls and to identify the DCP and VPA amendments required to facilitate the planned development.

The current Part A DCP indicates that a minimum of 90 dwellings need to be provided within the Entertainment Precinct to achieve the minimum residential density target. The Precinct Planning Report, which accompanied the rezoning of the Turner Road Precinct in 2007, identified the construction of approximately 200 apartments within the Entertainment Precinct. However, these dwelling estimates were not subject to a detailed design process and were therefore expressed as minimums or approximate numbers.

The detailed design work undertaken by the proponent has now identified that it is possible to construct up to 500 apartment dwellings across the Entertainment Precinct whilst complying with the existing controls in the DCP and SEPP, with 400 dwellings to be located within the Sekisui landholdings and 100 dwellings to be located within land owned by Narellan Property Holdings Pty Ltd.

The 500 apartments would increase the total number of dwellings within The Hermitage to 1,740. This equates to a residential density of 17.9 dwellings per hectare across the entire development, which is classified as low density residential development (between 12.5 to 20 dwellings per hectare) under Part A of the DCP.

The proposed apartment dwellings are permitted under the current DCP built form and dwelling density controls, and do not require an amendment to the Part A DCP or SEPP. An amendment to the Part B DCP is required to reflect the proponent's revised vision for the Entertainment Precinct.

An amendment to the existing VPA is required to include developer contributions for the dwellings within the Entertainment Precinct and is discussed in more detail later in this report.

### **Draft Part B DCP amendment**

#### Amendment to retail shop cap

The current DCP limits the maximum floor space area of any individual retail shop to 500m<sup>2</sup> and limits the maximum Gross Lettable Area Retail (GLAR) within the entire Entertainment Precinct to 3,500m<sup>2</sup>. There are no maximum floor space controls contained within the SEPP for the Entertainment Precinct.

The draft DCP proposes to increase the maximum floor space area of an individual retail shop from 500m<sup>2</sup> to 1800m<sup>2</sup>, which will allow a larger 'anchor tenant' such as a small supermarket. It is also proposed to split the total retail cap amongst the landowners within the precinct, resulting in a retail cap of 350m<sup>2</sup> applying to the land owned by NPH and a cap of 3,150m<sup>2</sup> applying to the Sekisui land.

The draft DCP submission includes an economic analysis **provided as an Attachment to the report**. The analysis supports the amendment to the current cap on individual shops as it will allow for a small supermarket to be provided as an anchor tenant within the precinct. The provision of an anchor tenant is identified as being critical to the ongoing viability of the centre.

This is the report submitted to the Ordinary Council held on 22 August 2017 - Page 4



The proposal does not seek to amend the maximum GLAR of 3,500m<sup>2</sup> within the Entertainment Precinct.

*Officer Comment*

The existing retail caps were informed by economic studies that were commissioned more than 10 years ago to support the rezoning of the land and were prefaced on the Entertainment Precinct serving the golf course land. Since this time, there has been an increase in the number of dwellings expected to be constructed in the vicinity of the Entertainment Precinct, including:

- Additional dwellings due to the deletion of the proposed golf course in the Turner Road land in 2011 and the rezoning of lands at El Caballo Blanco and Gledswood; and
- A total of 500 proposed apartment dwellings within the Entertainment Precinct.

The increased population will generate additional demand for services, including local convenience retail facilities as proposed under the DCP amendment. The economic viability of other planned centres within the locality, which are expected to include supermarkets with a larger floor area, would not be compromised by the proposed increase to the individual retail shop cap and the provision of a small supermarket within the Entertainment Precinct is supported by the economic analysis provided by the proponent.

The proposed allocation of the retail shop space cap between the individual land owners is also supported as this will assist in the creation of 'high street' along The Hermitage Way via the provision of retail floor space on both sides of street.

Preferred land use zones

The current DCP separates the Entertainment Precinct into four 'quadrants' as shown in Figure 2 below. The proposed DCP amendment separates the precinct into four 'zones' as shown in Figure 3 below which reflects the current land ownership and intended land use arrangements.



Figure 2: Existing 'Quadrants' within precinct



Figure 3: Proposed 'Zones' within precinct

The draft DCP amendment seeks to amend the preferred land uses for each 'zone' as shown in Table 1 below.



Table 1: Preferred Land Uses within the Entertainment Precinct

Zone/Landowner	Preferred Uses (Existing DCP)	Preferred Uses (draft DCP)
1 (Sekisui)	Car park, club, community use building, mixed use development, office premises, retail premises, tourist accommodation, residential flat building	Residential
2 (Sekisui)	Car park, hotel, mixed use development, office premises, retail premises, tourist accommodation	Mixed use development – which includes entertainment, community, commercial, retail and residential
3 (NPH/Sekisui)	Multi-dwelling housing, residential flat building	Club, mixed use development – which includes retail (GLAR of 350m <sup>2</sup> for shops on Lot 3 DP1215911), commercial (i.e. business premises) and residential (including seniors housing)
4 (Sekisui)	Multi-dwelling housing, residential flat building	Mixed use development – which includes retail, commercial and residential

#### *Officer Comment*

The amendment of the preferred land uses is considered reasonable given the current preferred land uses were originally intended to complement the proposed golf course under the original Turner Road ILP.

The list of preferred land uses guides the delivery of the proponent's vision for the precinct, but does not preclude any permissible land uses within the B4 Mixed Use zone of the SEPP from occurring within the precinct. The SEPP remains the higher-order planning instrument that determines the permissibility of various land uses. The use of broad land use categories in the DCP ensures there is no conflict between the land uses permissible under the SEPP and the land uses preferred within the DCP land use zones.

#### Building setbacks

The building setbacks in the existing DCP are shown in **Figure 4 below**.

The draft DCP proposes a zero setback for areas that have an active frontage, including buildings located along The Hermitage Way, perimeter roads and areas fronting the proposed central plaza/village square as shown in **Figure 5 below**. The amended DCP also incorporates a minimum setback of 2m along the southern boundary of the Entertainment Precinct to provide an interface with the adjoining residential development and allow maintenance of future buildings to be undertaken.

A minimum setback of 15m will be introduced for the proposed residential development that fronts the El Caballo Blanco golf course land to the north. This setback will ensure views and vistas to the north will be maintained.



Figure 4: Current Building Setbacks



Figure 5: Proposed Building Setbacks

#### *Officer Comment*

The proposed zero boundary setbacks to active frontages are appropriate as they will allow the proposed development to have a contemporary 'main street' feel and will provide a transition between the public domain (footpaths, central plaza/village square) and the future buildings in the Entertainment Precinct.

The additional setbacks to the southern boundary of the precinct will provide an appropriate transition to the adjoining residential areas and will provide sufficient land for undertaking maintenance of future development within the Entertainment Precinct.

#### Precinct view corridors

The current DCP incorporates three north-south view corridors (shown in **Figure 6 below**) which make use of the elevated position of the Entertainment Precinct land and resulting views to the north and south. The existing central view corridor has a minimum width of 40m, and the smaller secondary view corridors each have a minimum width of 10m.

The draft DCP proposes to realign and reduce the main central view corridor from a minimum width of 40m to 20m (refer **Figure 7 below**). There are no changes proposed to the width of the secondary view corridors, retaining a minimum width of 10m.

The proposal also includes a splay to the northern portion of the revised central viewing corridor from 20m to 35m to ensure that views into the valley in the adjoining golf course land and beyond are retained.

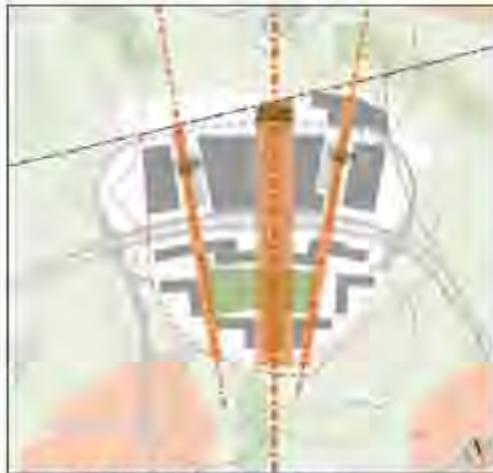


Figure 6: Existing View Corridors

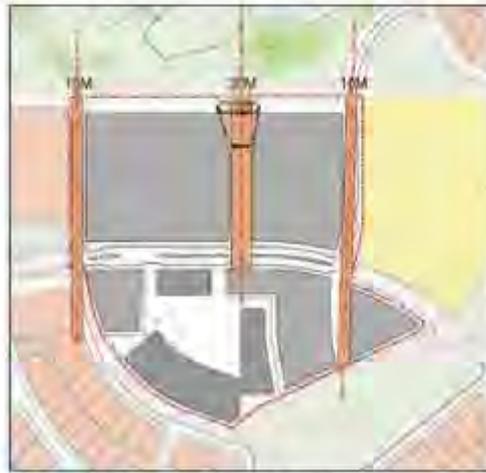


Figure 7: Proposed View Corridors

#### *Officer Comment*

The proposed changes to the view corridors are required due to the retention of the club site, which was previously intended to be demolished. The retention of the club blocks the south facing central view corridor, and impacts upon the secondary view corridors. The realigned secondary view corridors will provide opportunities for south-facing views from the perimeter roads. The central view corridor will continue to enjoy views to the north over the proposed golf course within the adjacent El Caballo Blanco land.

The proposed reduction in width to the main central view corridor from 40m to 20m is supported as the original 40m width was required to accommodate a north-south 'centre' street, which included a dedicated median with centre parking aisle and parallel on-street parking.

The central viewing corridor will now accommodate a central plaza/village, which will act as a pedestrian/walkable corridor and will promote street activation through the provision of outdoor dining opportunities, rather than operating as a trafficable road and parking corridor.

#### Car parking and access

##### *Car Parking Controls*

The current DCP controls provide for on-street parking within the central viewing corridor through the provision of north-south central street as mentioned above.

The draft DCP requires the provision of basement or undercroft parking predominantly to the north of The Hermitage Way. The draft DCP will also include controls for the provision of standalone multi-storey car parking structures that meet design requirements (i.e. appropriately screened and not visible from The Hermitage Way) in the event that basement/undercroft car parking is unable to be provided.

##### *Minor changes to road layout*

The road layout in the existing Part B DCP is no longer consistent with approved and constructed road network and subdivision pattern in The Hermitage Estate.

This is the report submitted to the Ordinary Council held on 22 August 2017 - Page 8



The draft DCP reflects the existing collector road network and subdivision pattern, and provides a revised local road network to service the Entertainment Precinct.

The amended road layout includes perimeter roads on either side of the eastern and western boundaries of the precinct, which also form the secondary view corridors resulting from the retention of Camden Valley Country Club.

A new east-west service road is introduced to facilitate service vehicle access to the proposed retail/commercial properties to the north of The Hermitage Way. This will ensure loading/unloading facilities are provided away from The Hermitage Way, and no direct service vehicle access from The Hermitage Way will be permitted.

#### *Officer Comment*

The proposed changes to car parking from central on-street to basement/undercroft parking are supported as they will result in a more pedestrian friendly, walkable neighbourhood centre that is not dominated by vehicles at street level.

The location of the proposed perimeter roads have already been approved as per the development consent for DA/1230/2015 for The Hermitage Way. In addition, the above changes (including proposed east-west service road) are consistent with road locations as specified in Part A of the DCP.

On this basis, the proposed changes to car parking and road layouts are considered appropriate.

#### Minor amendment to precinct boundary

The draft DCP includes minor changes to the boundary of the Entertainment Precinct to reflect the approved road corridors for the eastern and western boundaries of the precinct.

The eastern and south eastern ends of the precinct have been amended to align with the boundaries for the road corridor and the adjoining proposed Gledswood Hills primary school site and the north eastern boundary of the approved Gledswood Hills Reserve.

#### **Draft VPA amendment**

The proponent has submitted a draft VPA amendment to Council to amend the current VPA by including development contributions for the apartment dwellings that are planned to be developed within Sekisui's land holdings within the Entertainment Precinct. As noted earlier in this report, the current VPA did not include contributions for any dwellings within the Entertainment Precinct as a detailed design had not been undertaken at the time that the current VPA was drafted.

It is noted that the VPA amendment does not apply to the club land owned by NPH. Any future development on this land will be subject to separate s 94 contributions under the Oran Park and Turner Road Section 94 Contributions Plan (CP).



### Expected population on Sekisui land

The detailed design work undertaken by the proponent identifies a total of 400 apartment dwellings (approximately 879 persons) can be accommodated within the Sekisui land within the Entertainment Precinct under the current DCP and SEPP controls.

An assessment of the requirements for infrastructure and services for the additional population has been undertaken by the proponent to inform the VPA offer and is based upon the requirements of the CP prepared at the time of the original rezoning.

### Impact on local facilities

#### *Local Open Space and Recreation Facilities*

An analysis of the existing and proposed open space provision within The Hermitage/Gledswood Hills site is provided in **Table 2 below** and is based on the map included as an **Attachment to the report**, which identifies all of the open space within the precinct.

The analysis identifies that the existing VPA includes open space that exceeds the rates of provision identified in the CP, inclusive of the additional population proposed within the Entertainment Precinct.

The central open space corridor within Gledswood Hills is located within a five minute walk of the Entertainment Precinct, providing accessibility and amenity to future residents.

Table 2: Analysis of Open Space Provisions

Item	Total Population – CP rates (ha)	VPA Amount Required (ha)	Actual Amount Provided (ha)	Variance (ha)
Active Open Space	1.03	1.06	1.15	+0.09
Passive Open Space	9.15	9.23	9.29	+0.06
<b>Total Open Space</b>	<b>10.18</b>	<b>10.29</b>	<b>10.44</b>	<b>+0.15</b>

#### *Transport Management Infrastructure*

The traffic report concluded that the existing constructed collector road network and intersections have been designed to accommodate the additional population therefore the VPA does not include any additional transport management infrastructure.

#### *Water Cycle Management Facilities*

The drainage needs for the proposed amendment can be accommodated via the existing water cycle management network. There is no requirement for additional drainage infrastructure as a result of the draft VPA.



### *Community Facilities and District Open Space and Recreation Facilities*

There are no on-site community facilities, district open space or district recreation facilities proposed under the current VPA. Instead, the current VPA makes monetary contributions towards the facilities located in Gregory Hills and Oran Park. The draft VPA amendment proposes that the planned dwellings in the Entertainment Precinct will provide additional monetary contributions towards these off-site facilities in accordance with the CP as per **Table 3** below:

Table 3: Community Facilities

Facility	Approx. Contribution Amount (Indexed to Mar 17) – For 400 Dwellings
Leisure Centre in Maryland Precinct	\$ 582,560
Recreation and Youth Centre in Oran Park Precinct	\$ 400,848
Sports Park in Marylands Precinct	\$ 540,298
Branch Library/ Community Resource Centre in Oran Park Precinct	\$ 335,595
Multi-Purpose Community Centre within Turner Road Precinct/Crest Development	\$ 178,588

This represents a total value of **\$2,047,889** or **\$5,119.72** per lot (subject to indexation to CPI), based upon the forecast 400 dwellings for the Sekisui land holdings within the Entertainment Precinct. The additional monetary contribution per dwelling is included as a new line item (27A) in Schedule 2 of the VPA offer, which is included as **Attachment 2 to this report**.

### Changes to VPA Staging Boundaries

The Entertainment Precinct is currently located within Stage D of the current VPA. The draft VPA amendment includes the creation of a new Stage E, which applies to the Entertainment Precinct only, and defines the land which is subject to the monetary contributions outlined above. The inclusion of a new Stage E ensures there will be no impact on the works and land dedication timing triggers within Stage D under the current VPA.

### Dedication of Additional Land to Council

The VPA offer proposes to dedicate additional land with an area of approximately 1.7 ha, which forms part of the entry statement at the intersection of The Hermitage Way and Camden Valley Way.

It is noted that this land has not been included in any open space calculations for the precinct and the land will be dedicated to Council at no cost. The VPA offer also requires the proponent to maintain the embellished land for five years at no cost to Council.

### Merits of draft VPA amendment offer

The existing Gledswood Hills VPA includes a drainage and transport infrastructure network which is able to accommodate the proposed development in the Entertainment Precinct, including the planned residential population. The VPA also provides local



open space in accordance with the rates of provision included in the CP. As a result, there is no nexus to require the provision of additional on-site infrastructure.

The provision of a per dwelling monetary contribution towards off-site facilities can be used to augment existing or planned off-site facilities to meet the needs of the future community.

### **Net Community Benefit**

The draft DCP reflects the vision of the proponents and will guide the delivery of a masterplanned village centre including a unique mix of retail, commercial, employment, community and residential land uses that support the local community. The proposed village square and central plaza will provide amenity for residents and visitors to the Entertainment Precinct. The revised street network will enhance the south-facing secondary view corridors, which would have been obscured under the current Part B DCP due to the retention of the club.

The draft DCP and VPA quantify the number of dwellings to be provided in the Entertainment Precinct and ensure sufficient infrastructure and services are provided. The proposed monetary contributions under the draft VPA can be allocated to a variety of future community infrastructure projects.

It is estimated that the development of the Entertainment Precinct will generate approximately 250 jobs within future retail and commercial developments on the site. There will also be approximately 800 jobs generated during construction.

### **Next Steps**

Should Council resolve to support the draft amendments the following steps will occur:

- The draft DCP and draft VPA will be placed on public exhibition for a period of 28 days.
- A copy of the draft DCP will be forwarded to the Department of Planning and Environment and relevant public authorities at the same time as it is placed on public exhibition.
- If no unresolved submissions are received, the General Manager may adopt the draft DCP under Delegated Authority, in accordance with the delegations and the draft VPA could be executed using Council's Power of Attorney, or
- If there are unresolved submissions, a further report to Council will be prepared which outlines the result of the public exhibition.

### **FINANCIAL IMPLICATIONS**

The 400 dwellings within the Sekisui landholdings will make further monetary contributions of approximately \$5,119.72 per dwelling (a total of \$2,047,889) towards off-site community and open space facilities via the draft VPA amendment. Council can decide the purpose for which these contributions are to be allocated.

### **CONCLUSION**

The proposed amendment to the Part B DCP controls which apply to the Entertainment Precinct under the Turner Road DCP 2007 will align the DCP with the precinct vision of the proponent and will ensure the development is consistent with the approved road network, approved subdivision pattern and the proposed retention of the club.

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This is the report submitted to the Ordinary Council held on 22 August 2017 - Page 12



The proposed changes will deliver a neighbourhood centre that functions as a vibrant 'high street', with accessibility and central community meeting points such as the proposed central plaza area.

The proposed VPA amendment will provide additional monetary contributions to enable additional off-site community and open space infrastructure to be provided to support the population proposed within the Entertainment Precinct. The on-site infrastructure to be provided under the VPA has been demonstrated to comply with the rates of provision identified in the Oran Park and Turner Road S 94 Contributions Plan.

### RECOMMENDED

#### That Council:

- i. endorse the draft Part B DCP and draft VPA to proceed to exhibition for a period of 28 days in accordance with the provisions of the *Environmental Planning Assessment Act 1979 and Regulations*;
- ii. forward the draft Part B DCP to the Department of Planning and Environment in accordance with the amended delegations issued to Council on 19 January, 2015 from the Secretary of the Department of Planning and Environment;
- iii. if no unresolved submissions are received:
  - a. grant delegation to the General Manager to adopt the proposed changes to the Turner Road DCP 2007 in accordance with Delegations dated 19 January, 2015 from the Secretary of the Department of Planning and Environment;
  - b. authorise the relevant VPA documentation to be completed under Council's Power of Attorney; and
  - c. publicly notify the adoption of the DCP and VPA in accordance with the provisions of the Act and Regulations; or
- iv. if unresolved submissions are received, receive a further report outlining the outcomes of the public exhibition for Council's consideration.

#### Resolution:

#### Moved Councillor Sidgreaves, Seconded Councillor Morrison that Council:

- i. endorse the draft Part B DCP and draft VPA to proceed to exhibition for a period of 28 days in accordance with the provisions of the *Environmental Planning Assessment Act 1979 and Regulations*;
- ii. forward the draft Part B DCP to the Department of Planning and Environment in accordance with the amended delegations issued to Council on 19 January, 2015 from the Secretary of the Department of Planning and Environment;
- iii. if no unresolved submissions are received:
  - a. grant delegation to the General Manager to adopt the proposed changes to the Turner Road DCP 2007 in accordance with

This is the report submitted to the Ordinary Council held on 22 August 2017 - Page 13



- 
- delegations dated 19 January, 2015 from the Secretary of the Department of Planning and Environment;
  - b. authorise the relevant VPA documentation to be completed under Council's Power of Attorney; and
  - c. publicly notify the adoption of the DCP and VPA in accordance with the provisions of the Act and Regulations; or
  - iv. if unresolved submissions are received, receive a further report outlining the outcomes of the public exhibition for Council's consideration.

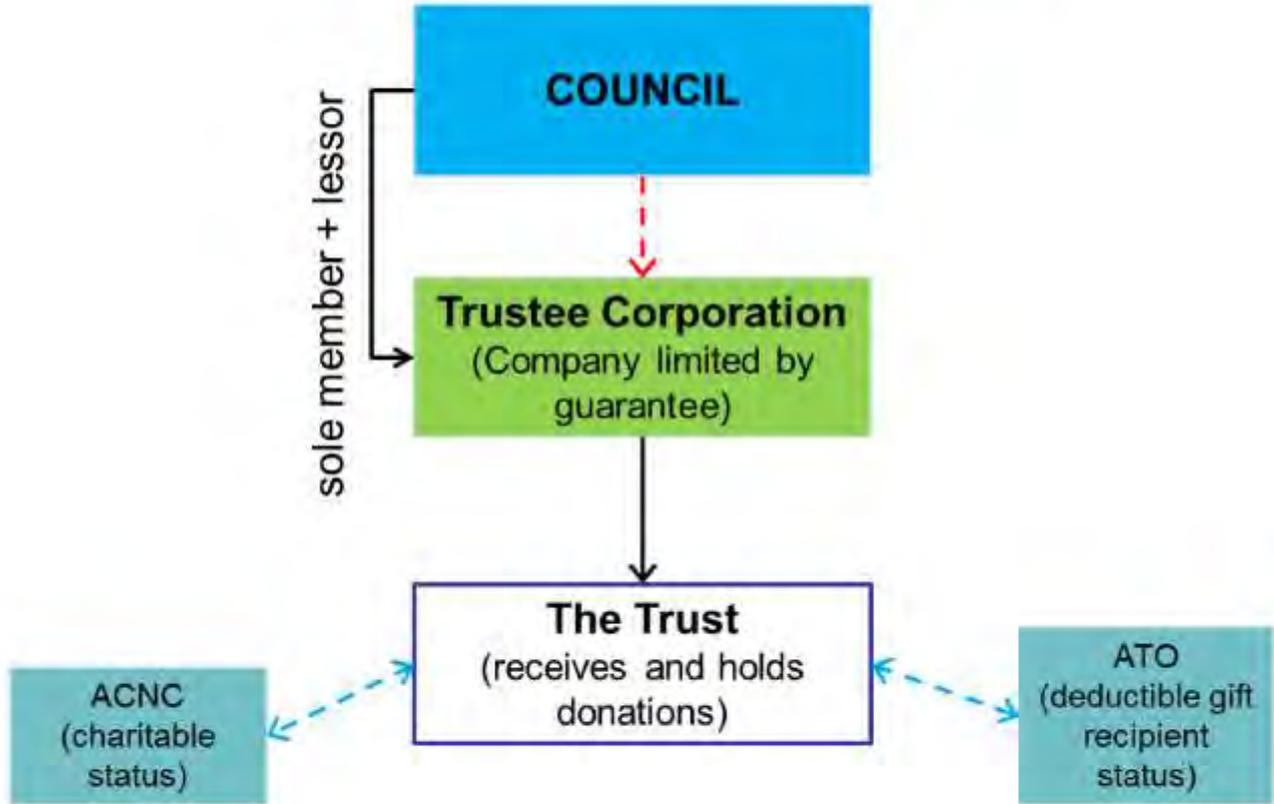
**ORD180/17 THE MOTION ON BEING PUT WAS CARRIED**

**(Councillors Sidgreaves, Symkowiak, Campbell, C Cagney, A Cagney, Farrow, Mills and Morrison voted in favour of the Motion. No Councillors voted against the Motion.)**

**ATTACHMENTS**

1. Draft Turner Road DCP - Part B1 - Entertainment Precinct August 2017
2. Deed of Variation - Draft Gledswood Hills VPA Aug 2017
3. Economic Impact Entertainment Precinct - Draft Part B DCP Amendment
4. Open Space Areas Plan - The Hermitage(2)

# Alan Baker Art Gallery – Legal Structure



**Trust Deed**  
**Alan Baker Art Gallery Trust**

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Max Tegel (**Founder**)

Macaria Gallery Limited (ABN \_\_\_\_ ) (**Trustee**)

**Marsdens Law Group**

Level 1  
49 Dumaresq Street  
CAMPBELLTOWN NSW 2560

Tel: (02) 4626 5077

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DX: 5107 Campbelltown

Ref: 65 37 4736 JHM

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**ORD08**

**Attachment 2**

## Trust Deed

### Alan Baker Art Gallery Trust

#### Parties

Trustee	Name	Macaria Gallery Limited
	Address	
	ABN	
Founder	Name	Max Tegel
	Address	

#### Recitals

- A** The Founder wishes to establish the Trust.
- B** The Founder has paid the Settled Sum to the Trustee to hold on the trusts outlined in this deed and in accordance with the Relevant Law.

#### Operative provisions

##### 1 Definitions and interpretation

###### 1.1 Defined Terms

In this deed, words beginning with a capital letter that are defined in Part 1 of **Schedule 1** have the meaning ascribed to them in that schedule.

###### 1.2 Interpretation

The interpretational rules contained in Part 2 of **Schedule 1** apply in the interpretation of this deed.

##### 2 Creation of Trust

###### 2.1 Declaration of Trust

The Trustee declares that it will hold the Trust Fund upon trust with, and subject to the powers and provisions contained within this deed.

###### 2.2 Name

The Trust is to be known as the **Alan Baker Art Gallery Trust**.

##### 3 Objects

###### 3.1 Objects of the Trust

- (1) The primary object of the Trust is the collection, promotion, preservation and exhibition of the Arts:
- (a) for the pleasure and education of the broader public; and
  - (b) for the advancement of culture within the Camden Local Government Area.
- (2) The incidental objects of the Trust include the following:
- (a) To acquire (commercially or otherwise) appropriate works to form part of the Trust's public collection.
  - (b) To encourage and accept public gifts, donations and contributions of money or property.

- (c) To deal with the income of the Trust in accordance with the terms of this deed.
- (d) To supplement the works comprising the Trust's public collection with material and loans from other sources.
- (e) To increase public interest and facilitate greater public involvement through the provision of services incidental to the Objects.
- (f) To advertise the activities of the Trust and to maintain a high level of public attendance.
- (g) To provide research facilities, assist in the documentation of various works and to offer source material for educational development via community programs and publications.
- (h) To develop, operate and maintain the Gallery and carry on any business incidental to its operation.
- (i) To ensure that the Gallery is accessible to the public, safe and attractively maintained.

(the objects in paragraphs (1) and (2) collectively being the **Objects**)

- (3) For the sole purpose of carrying out the Objects, the Trustee has the power and capacity to:
  - (a) do all such acts, deeds and things as a Trustee has capacity and power to do at law; and
  - (b) to do the acts and things set out in this deed.

### 3.2 Restriction on activity

- (1) The Trust must not engage in any activity that is not related to the Objects.
- (2) In the exercise of any power or function either under this deed or generally, the Trustee must act in the pursuit and promotion of the Objects.

### 3.3 Factors Trustee may consider

In exercising any discretion under this deed, the Trustee may have regard to:

- (1) the Objects; and
- (2) any relevant provisions of the *Local Government Act 1993* (NSW), any Regulations in force under that Act, any relevant adopted policies of Camden Council and any relevant requirements of the NSW Office of Local Government.

### 3.4 Policies and rules

For the purpose of paying or applying the Trust Fund, the Trustee may:

- (1) formulate policies;
- (2) make rules in connection with a policy; and
- (3) revoke or amend a policy or rule and formulate others,

provided that any such policy or rules do not conflict with any provision of this deed. The Collection Policy initially adopted forms **Schedule 2** to this deed.

## 4 Transactions

### 4.1 Transaction that is uncommercial

- (1) The Trustee may not enter into any transaction that is uncommercial when entered into, unless the transaction is in the course of, or the furtherance of the Objects.
- (2) In paragraph (1), a transaction that is uncommercial is the provision of a financial or other benefit on terms which:
  - (a) would not be reasonable in the circumstances if the benefit were provided on an arms length basis; or

- (b) are more favourable to the recipient than the terms referred to in paragraph (a),

and which a reasonable person in the position of the Trustee would not have entered into having regard to all relevant circumstances.

#### **4.2 Benefits**

- (1) Apart from a payment or application authorised under clause 11, or a payment or application approved by the Commissioner, no part of the Trust Fund may be paid or applied, directly or indirectly, to or for:
- (a) a Trustee;
  - (b) a member, director, employee, agent or officer of a Trustee;
  - (c) the Founder.

### **5 Qualifications of Trustee**

#### **5.1 Trustee must be a corporation**

Each Trustee must be a corporation to which paragraph 51(xx) of the Constitution applies or a body corporate that is incorporated in a Territory.

#### **5.2 Requirement for Responsible Persons**

- (1) Each Trustee must maintain a board of directors or other controlling body which includes a majority of Responsible Persons.
- (2) No person may be appointed as a Director unless upon that appointment the Company would comply with any requirement of the tax law in relation to the number or proportion of Responsible Persons on the Board.

#### **5.3 Failure to satisfy requirements**

- (1) If the requirements in clauses 5.1 and 5.2 are not met at any time the Trustee must not exercise any discretion or power until the requirements are met except:
- (a) for the purpose of exercising a statutory or corporate power to appoint a new or additional Trustee or board member;
  - (b) to protect the Trust Fund; or
  - (c) in the case of urgency.
- (2) If the requirements in clauses 5.1 and 5.2 are not met and if the Trustee is unable to exercise a statutory or corporate power of appointment with respect to a new or additional trustee or board member as outlined in paragraph (1), the Trustee may by writing appoint a new or additional Trustee.

### **6 Trustee's powers**

#### **6.1 Investment according to the law**

The Trustee must invest the Trust Fund only in a way in which trustees are permitted to invest under the laws of Australia or of any state or territory of Australia.

#### **6.2 Powers of investment**

Subject to clause 6.1 the Trustee may:

- (1) change an investment or vary the terms and conditions on which an investment is held;
- (2) sell or otherwise dispose of the whole or any part of the investments or property of the Trust Fund;
- (3) borrow or raise or secure the payment of money and secure the repayment of any debt, liability, contract, guarantee or other engagement in any way and, in particular, by mortgage, charge, lien, encumbrance, debenture or other security, fixed or floating, over any present or future asset of any kind and wherever situated;
- (4) take and act on the opinion of a barrister practicing in Australia in relation to the interpretation of effect of this deed or any of the trusts or powers of this deed

without responsibility for any loss or error resulting from doing so, but this provision does not stop the Trustee from applying to a court of competent jurisdiction;

- (5) take any action for the adequate protection or insurance of any part of the Trust Fund;
- (6) purchase, draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, and other negotiable or transferable instruments of any kind;
- (7) subject to the terms and trusts of this deed, generally:
  - (a) perform any administrative act; and
  - (b) pay or deduct all costs, charges, commissions, stamp duties, imposts, outgoings and expenses of or incidental to the Trust Fund or its management (whether or not the Trustee is under any legal obligation to make the payment) or in connection with the preparation, execution and stamping of this deed, as though the Trustee were the absolute owner of the Trust Fund;
- (8) employ and pay or provide any benefit for any employee without being responsible for the default of the employee or for any loss occasioned by the employment;
- (9) engage and pay any agent, contractor or professional person without being responsible for the default of the agent, contractor or employee or for any loss occasioned by the engagement;
- (10) accept as part of the Trust Fund any gifts (by will or otherwise), donations, settlements or other dispositions in money, moneys worth or property to or in favour of the Trust Fund and either retain them in their original form without selling or converting them into money, or invest, apply or deal with them in any way that the Trustee may invest, apply or deal with the Trust Fund under this deed;
- (11) decline or otherwise refuse to accept as part of the Trust Fund any gift (by will or otherwise), donation, settlement or other disposition in money, moneys worth or property;
- (12) manage any real property it holds with all the powers of an absolute owner including, but not limited to, power to allow any person to occupy the property on the terms and conditions the Trustee thinks fit; and
- (13) do all other things incidental to the exercise of the Trustee's powers under this deed including conducting any business in furtherance of the Objects.

### **6.3 Powers are supplementary**

The powers and discretions in clause 6.2 are to be treated as being supplementary or additional to the powers vested in trustees by law.

## **7 Liability for breaches of trust**

### **7.1 Indemnity**

Subject to clause 7.2, the Trustee and any officer, agent or employee of the Trustee, where purporting to act in the exercise of the trusts of this deed or exercise powers or discretions under this deed is:

- (1) not liable for any loss or liability; and
- (2) entitled to be indemnified from the Trust Fund in respect of any loss, liability, costs and expenses relating to:
  - (a) entering into this deed or any deed amending this deed;
  - (b) establishing, operating, administering, amending, terminating and winding up the Trust; or
  - (c) all matters incidental to the Trust, and

all liability incurred (including liability for income tax and any other taxes and all fines and penalties payable in relation to those taxes) and acts and things done in connection with or resulting from the matters referred to in paragraph (2) including,

but not limited to, to the Trustee performing its duties and exercising its powers and discretions under this deed.

## **7.2 Limitations**

Notwithstanding clause 7.1, the Trustee and an officer, agent or employee of the Trustee is prohibited from being indemnified from the Trust Fund if the loss, liability, cost or expense is attributable to:

- (1) the dishonesty of that Trustee, officer, agent or employee of the Trustee;
- (2) gross negligence or recklessness of that Trustee, officer, agent or employee of the Trustee;
- (3) a deliberate act or omission known by that Trustee, office, agent or employee of the Trustee to be a breach of trust.

## **8 The Trust Fund**

### **8.1 Maintaining a Trust Fund**

The Trustee must establish and maintain for the Objects of the Trust, a Trust Fund:

- (1) into which money, gifts and deductible contributions made to, or otherwise received by the Trust must be deposited by the Trustee; and
- (2) into which any money received by the Trustee because of those gifts and deductible contributions is to be credited.

### **8.2 Investment of moneys in the Trust Fund**

The investment of moneys in the Trust Fund must be made in accordance with the terms contained within this deed.

### **8.3 Separate Bank Account for Trust Fund**

The Trustee must maintain for the Trust Fund:

- (1) a separate bank account; and
- (2) proper accounting records.

### **8.4 Winding up if performance of the Trust onerous or impracticable**

At any time after the twentieth anniversary of the date on which the Alan Baker Art Gallery operated by the Alan Baker Art Gallery Trust is first opened to the public the Trustee may (without the need for a Special Resolution under its constitution) resolve to terminate and wind the Trust up if in the Trustee's opinion it is impracticable or onerous for it to continue the Trust.

### **8.5 Winding up if Trust not supported**

- (1) At any time after the twentieth anniversary of the date on which the Alan Baker Art Gallery operated by the Trust is first opened to the public the board of the Trustee must meet with Council (at the request of either of them) to, in good faith:
  - (a) review the Alan Baker Art Gallery operated by the Trust; and
  - (b) determine whether the Alan Baker Art Gallery retains the support of Council.
- (2) If, as a result of that review, Council and the Board agree that the Baker Gallery does not retain the support of Council, the directors of the Trustee may resolve (without the need for a Special Resolution under its constitution) that the Trust be terminated and wound up.

### **8.6 Winding Up or Revocation of Endorsement**

Upon the earlier of:

- (1) the winding up of the Trust;
- (2) the revocation of the Trust's endorsement as a deductible gift recipient under Subdivision 30-BA of ITAA 1997,

any surplus gifts, Deductible Contributions or other assets of the Trust must, upon the satisfaction of the Trust's debts and liabilities, be transferred to one or more Eligible Entities, the identity of which must be decided by the Trustee.

#### **8.7 Conditions**

Where gifts or donations are only deductible if, among other things, the conditions set out in the relevant item in Subdivision 30-B of the ITAA 1997 are satisfied, a payment or application under this part must be made in accordance with those conditions.

### **9 Returns, and giving material to the Commissioner in compliance with Australian law and the Relevant Law**

#### **9.1 Returns**

The Trustee must provide to the Commissioner and the Department statistical information on the Gifts and Deductible Contributions made to the Trust Fund every six (6) months (commencing on 1 January and 1 July each year) within twenty one (21) days of the end of the relevant reporting period so far as required by a Relevant Law.

#### **9.2 Requirements about giving material to the Commissioner**

The Trustee must comply with the requirements about giving material to the Commissioner required by Subdivision 388 in Schedule 1 to the TAA 1953 and any other Relevant Law.

#### **9.3 Trust to keep accounts**

The Trustee must keep or cause to be kept proper accounts in respect of all receipts and payments on account of the Trust Fund and of all dealings connected with the Trust Fund and must comply with the record keeping obligations of deductible gift recipients required by Subdivision 382-B in Schedule 1 to the TAA 1953 and any other Relevant Law.

#### **9.4 Financial statements**

As soon as practicable after the end of each Financial Year the Trustee must prepare or cause to be prepared a financial statement showing the financial position of the Trust Fund at the end of that Financial Year and a statement of financial performance for that Financial Year in accordance with the accounting standards.

#### **9.5 Audit**

The financial statements of the Trust Fund must be audited by a person registered as an auditor under Part 9.2 of the *Corporations Act 2001* (Cth) before the date on which the Trustee is required to give a return the Commissioner.

#### **9.6 Receipts**

- (1) The Trustee may receive capital and other money and give valid receipts for all purposes including:
  - (a) those of any statute; and
  - (b) the receipt of any capital money which may or may not be deemed to be capital money for the purposes of any law relating to settled land,
 and even if the Trustee is a sole trustee.
- (2) The Trustee must issue receipts for all Gifts.
- (3) Receipts must state the information required by Section 30-228 of the ITAA 1997 and any other Relevant Law.

#### **9.7 Investment strategy**

The Trustee must so far as required under a Relevant Law prepare or cause to be prepared, maintain and implement a current investment strategy in a form so that the Trustee, an auditor or the Commissioner may determine whether the fund has complied with this deed and any other relevant Australian laws.

### **10 Amending this deed**

- (1) Subject to paragraphs (2) and (3), the Trustee may by deed revoke, add to or vary any of the provisions of this deed.

- 
- (2) However, unless the Commissioner consents to a revocation, addition or variation:
    - (a) no amendment is to be made to clause 2.2, or made in a manner materially affecting clauses 3, 4.1, 6.1 or the definition of Trust Fund in **Schedule 1**; and
    - (b) no amendment is to be made to this clause 10 so as to permit this deed to be amended in a manner prohibited by paragraphs (1) and (2).
  - (3) The Trustee must if required by a Relevant Law notify the Commissioner of any amendment to this deed within twenty one (21) days in any form specified by the Commissioner from time to time.

## **11 Trustee's remuneration and expenses**

---

The Trustee may apply the income or capital of the Trust Fund to:

- (1) pay fair and reasonable remuneration for the services of the Trustee in administering the Trust at a rate not exceeding 1.056% annually (GST inclusive) of the gross value of the Trust Fund; and
- (2) reimburse the Trustee for reasonable expenses incurred as trustee of the Trust.

## **12 General**

---

### **12.1 In Australia**

The Trust is established in and must operate only in Australia.

### **12.2 Patrons**

The Trustee may appoint a patron of the Trust.

### **12.3 Receipts by others**

The receipt of the person purporting to be the treasurer, secretary or other officer of any recipient of a payment or application of income or capital from the Trust Fund is a sufficient discharge to the Trustee and the Trustee need not see to the application of the payment or application.

### **12.4 Trustee's discretions and powers**

Except where there is an express contrary provision in this deed, every discretion given to the Trustee is absolute and uncontrolled and every power given to it is exercisable at its absolute and uncontrolled discretion.

### **12.5 Personal interest of Trustee**

Subject to the requirements of clause 4.1 and the Relevant Law, the Trustee and any person who is a member of the board or other controlling committee of the Trustee or a member of the Trustee may exercise or concur in exercising all powers and discretions given by this deed or by law even though the Trustee or that person:

- (1) has or may have a direct or personal interest or a conflict of fiduciary duty in the method or result of exercising the power or discretion; or
- (2) may benefit either directly or indirectly from the exercise of any power or discretion, and even though the Trustee is a sole trustee.

### **12.6 Trustee's decisions**

- (1) The Trustee may decide:
  - (a) whether any money is to be considered as capital or income;
  - (b) whether any expense, outgoing or other payment ought to be paid out of capital or income; and
  - (c) all questions and matters of doubt arising in the execution of the trusts of this deed.
- (2) Every decision on these matters, whether made on a question actually raised or implied in the acts or proceedings of the Trustee, is conclusive and binds all persons interested under this deed.

**12.7 Compliance with purpose**

The Trust must comply with any rules which the Treasurer or the Minister may make to ensure that gifts made to the Trust Fund will only be used for the Trust's Objects.

**13 Administrative provisions****13.1 Notices**

- (1) Any notice, consent or other communication under this deed must be in writing and signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and:
  - (a) delivered to that person's address;
  - (b) sent by pre-paid mail to that person's address; or
  - (c) transmitted by facsimile to that person's address.
- (2) A notice given to a person in accordance with this clause is treated as having been given and received:
  - (a) if delivered to a person's address, on the day of delivery if a Business Day, otherwise on the next Business Day;
  - (b) if sent by pre-paid mail, on the third Business Day after posting; and
  - (c) if transmitted by facsimile to a person's address and a correct and complete transmission report is received, on the day of transmission if a Business Day, otherwise on the next Business Day.
- (3) For the purpose of this clause the address of a person is the address set out in this deed or another address of which that person may from time to time give notice to each other person.

**13.2 Unenforceability**

Any provision of this deed which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid or enforceable, and is otherwise capable of being severed to the extent of the invalidity or enforceability, without affecting the remaining provisions of this deed or affecting the validity or enforceability of that provision in any other jurisdiction.

**13.3 Governing law**

- (1) The law in force in the State of New South Wales governs this deed. Each party bound by this deed:
  - (a) submits to the exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeal from those courts in respect of any proceedings in connection with this deed; and
  - (b) may not seek to have any proceedings removed from the jurisdiction of New South Wales on the grounds of forum non conveniens.
- (2) Where any part of the Trust Fund is territorially or notionally situated within the jurisdiction of another Australian State or Territory or foreign country the Trustee for the time being may declare that such part or parts of the Trust Fund are to be administered and construed in accordance with the laws of and applying in the appropriate State, Territory or country.

---

## Schedule 1

### Defined terms and Interpretation

---

#### Part 1 - Definitions

---

**Commissioner** means the Commissioner of Taxation, a Second Commissioner of Taxation or a Deputy Commissioner of Taxation for the purposes of the ITAA 97.

**Deductible Contribution** means a contribution of money or property as described in item 7 item 8 of the table in section 30-15 of the ITAA 97 in relation to a fundraising event held for the purposes of the Trust.

**Donor** means the donor of a Gift to the Trust.

**Eligible Entity** means a fund, authority or institution:

- (1) with Objects similar to the Objects of the Trust;
- (2) which prohibits the distribution of property and income to its members;
- (3) to which gifts are deductible under items 1 or 4 of the table in section 30:15 of the ITAA 1997;
- (4) which has as its main purpose a then current art gallery within the Camden or Campbelltown Local Government Areas or if no such entity is identified within that area within such other area as the Trustee determines; and
- (5) is charitable at law.

**Financial Year** means the period from the date of this deed to the following 30 June and then each period of twelve (12) months beginning on 1 July and ending on 30 June in each year or such other period as agreed to by the Commissioner.

**Gallery** means the art gallery operated by the Trustee from time to time.

**ITAA 36** means the *Income Tax Assessment Act 1936* (Cth).

**ITAA 1997** means the *Income Tax Assessment Act 1997* (Cth).

**Relevant Law** means:

- (1) an Act of which the Commissioner has the general administration (including a part of an Act to the extent to which the Commissioner has the general administration of the part); and
- (2) regulations under such an Act (including such a part of an Act).

**Responsible Person** means an individual who:

- (1) performs a significant public function including that of Councillor, Council General Manager or Mayor;
- (2) is a member of a professional body having a code of ethics or rules of conduct;
- (3) is officially charged with spiritual functions by a religious institution;
- (4) is a director of a company whose shares are listed on the Australian Securities Exchange;
- (5) has received formal recognition from government for services to the community; or
- (6) is approved as a responsible person by the Commissioner or is a member of a class of persons generally approved as such for the purposes of a Relevant Law,

and who is not:

- (7) disqualified from managing a corporation under the *Corporations Act 2001* (Cth); or
- (8) disqualified from being a responsible person or a registered charity by the ACNC Commissioner.

**Settled Sum** means \$100.

**TAA 1953** means the *Taxation Administration Act 1953* (Cth).

**Trust** means the Trust established under this deed.

**Trustee** means the person named in this deed as the Trustee and any other trustee for the time being of the Trust.

**Trust Fund** means:

- (1) the Settled Sum;
- (2) all money, investments and assets paid or transferred to and accepted by the Trustee as additions to the Trust Fund including all gifts and deductible contributions received in accordance with the ITAA 1997;
- (3) all income of the Trust Fund including income earned or to which it is entitled;
- (4) all accretions to the Trust Fund;
- (5) all accumulations of income; and
- (6) all money, investments and property from time to time representing the above or into which they are converted,

and includes any part of the Trust Fund.

### Part 2 – Interpretational rules

<b>clauses, annexures and schedules</b>	a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this deed.
<b>variations or replacements</b>	a document (including this deed) includes any variation or replacement of it.
<b>reference to statutes</b>	a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
<b>singular includes plural</b>	the singular includes the plural and vice versa.
<b>Person</b>	the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association or any government agency.
<b>executors, administrators, successors</b>	a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns.
<b>Dollars</b>	Australian dollars, dollars, \$ or A\$ is a reference to the lawful currency of Australia.
<b>calculation of time</b>	if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.
<b>reference to a day</b>	a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.
<b>accounting terms</b>	an accounting term is a reference to that term as it is used in accounting standards under the Corporations Act or, if not inconsistent with those standards, in accounting principles and practices generally accepted in Australia.
<b>reference to a group of persons</b>	a group of persons or things is a reference to any two or more of them jointly and to each of them individually.
<b>meaning not limited</b>	the words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not

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	limit the meaning of the words to which the example relates to that example or examples of a similar kind.
<b>next day</b>	if an act under this deed to be done by a party on or by a given day is done after 4.30pm on that day, it is taken to be done on the next day.
<b>next Business Day</b>	if an event must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day.
<b>time of day</b>	time is a reference to Sydney time.
<b>Headings</b>	headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this deed.
<b>Agreement</b>	a reference to any agreement, deed or instrument includes the same as varied, supplemented, novated or replaced from time to time.
<b>Gender</b>	a reference to one gender extends and applies to the other and neuter gender.

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## Schedule 2 Collection Policy

### 1 Purpose & Scope

- 1.1 This Schedule sets out the rationale and guidelines for the acquisition and management of artworks comprising the permanent collection of the Alan Baker Art Gallery Trust (**Trust**).
- 1.2 It aims to facilitate the development and management of a high quality collection which reflects the diversity of the Camden Local Government Area.

### 2 Alan Baker works

- 2.1 Unless the Board of the Trustee resolves otherwise, the Trust may only acquire genuine works by Alan Baker.
- 2.2 Unless the Board of the Trustee resolves otherwise, the Trust must only allow genuine Alan Baker works to be displayed in the Gallery.
- 2.3 The Trust must not deaccess or dispose of any works without a resolution of the Board of the Trustee consenting to that deaccessioning or disposal.

### 3 Acquisitions

- 3.1 'Acquisition' means the acceptance, through gift or purchase, of an artwork into the Trust's collection.
- 3.2 In that respect, all artworks proposed for acquisition must further the Objects of the Trust.
- 3.3 The primary object of the Trust is the promotion, collection, preservation and exhibition of the Arts:
- (1) for the pleasure and education of the broader public; and
  - (2) for the advancement of culture within the Camden Local Government Area.

### 4 Acquisition Procedures

- 4.1 All acquisitions must meet the following conditions:
- (1) The artwork to be acquired must be in, or must be capable of being returned to, an acceptable state of preservation.
  - (2) The Trust must be able to house and care for the artwork in accordance with accepted practices.
- 4.2 Consideration must also be afforded to the ongoing viability of a particular artwork for exhibition in a public collection.
- 4.3 Where appropriate, such considerations will include the following:
- (1) The artwork's potential for future public display and in terms of conservation or storage requirements, flexible options for the ongoing display of large or complex artworks.
  - (2) The financial or logistical considerations relevant to the re-installation or ongoing exhibition of a particular artwork.
  - (3) The presence of any technological aspect which may become obsolete over time and whether such aspects may be replaced or upgraded in an appropriate manner.

### 5 Means of Acquisition

- 5.1 Artworks may be acquired for exhibition via two (2) main channels – purchase or donation.

#### Purchase

The Trust may draw upon the Trust Fund to purchase artworks direct from dealers, collectors, agents or artists.

#### Donation

The Trust can receive artworks via donations to the Trust pursuant to direct donation, bequest or the Cultural Gifts Program (CGP).

- 5.2 The Trust recommends that all prospective donors seek prior legal and financial advice in relation to any proposed donation as well as the resulting taxation and estate planning implications in that respect.
- 5.3 The Trust reserves the right to decline a proposed donation where the artwork does not accord with, or further its primary objects.
- 6 Deaccessioning**
- 6.1 Deaccessioning is a legitimate approach to collection management which refers to the formal adjustment of Trust records to reflect the removal of an artwork from the Trust's collection.
- 6.2 Deaccessioning will be considered in the following circumstances:
- (1) An artwork ceases to be of relevance or significance to the Trust's permanent collection.
  - (2) An artwork no longer accords with the level of aesthetic quality or significance required to further the objects of the Trust.
  - (3) The Trust is unable to utilise or care for the artwork in accordance with usual practice.
- 6.3 Deaccessioning will be undertaken in accordance with the following procedure:
- (1) A written proposal for the deaccessioning of a particular artwork must be prepared and lodged with the Trustee for consideration.
  - (2) The Proposal must contain the following information:
    - (a) The artwork's accession reference or number.
    - (b) The artwork's provenance details including:
      - (i) details of the artworks acquisition;
      - (ii) applicable prohibitions on deaccessioning; and
      - (iii) applicable legislative restrictions on deaccessioning; and
    - (c) The artwork's estimated current market value.
    - (d) The reasons behind the proposed deaccessioning.
    - (e) Any recommendations relevant to methods of disposal.
  - (3) The artwork may only be approved for deaccessioning pursuant to a unanimous resolution of the Trustee's board of directors.
  - (4) Where the artwork is approved for deaccessioning it must be removed from the Trust's permanent collection.
  - (5) A record of the artworks deaccessioning must be entered in the Trust's accession register which sets out in detail what happened to the particular artwork.
- 7 Disposal**
- 7.1 Disposal is the physical act of removing an artwork from the Trust's collection in accordance with a decision to deaccession that particular artwork.
- 7.2 Other than in accordance with a unanimous resolution of the Trustee's Board, disposal must be carried out via transfer to an institution:
- (1) which has similar objects to those of the Trust;
  - (2) which has been endorsed as a deductible gift recipient by the Australian Taxation Office; and
  - (3) which is located within the Camden or Campbelltown Local Government Areas.
- 8 Collection Management**
- 8.1 The Trustee or its delegates will endeavour to ensure that the Trust's collection is housed and cared for in accordance with industry best practice.

- 
- 8.2 The Trustee or its delegates will routinely monitor the Trust's collection and will document the condition of the collection on an ongoing basis.
- 8.3 This collection policy will be subject to ongoing review and may be amended in any manner so decided by the Trustee's board of directors from time to time.
- 

ORD08

Attachment 2

\_\_\_\_\_

**Execution page**

**Executed as a deed**

Dated:

**Signed sealed and delivered by Max Tegel in the presence of:**

\_\_\_\_\_

Witness (Signature)

\_\_\_\_\_

Max Tegel (Signature)

\_\_\_\_\_  
Name of Witness (Print Name)

**Executed in accordance with section 127 of the Corporations Act by Macaria Gallery Limited**  
by its duly authorised officers with the authority of its board of directors and in the presence of:

\_\_\_\_\_

Directors (Signature)

\_\_\_\_\_

Director/secretary (Signature)

\_\_\_\_\_

(Print Name)

\_\_\_\_\_

(Print Name)

\_\_\_\_\_

## **Constitution of Macaria Gallery Limited**

A Company Limited by Guarantee and not having Share Capital

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### **Marsdens Law Group**

Level 1  
49 Dumaresq Street  
CAMPBELLTOWN NSW 2560

Tel: 02 4626 5077

Fax: 02 4626 4826

DX: 5107 Campbelltown

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Ref: 65 37 4736 JRT

Attachment 3

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## Constitution of Macaria Gallery Limited

### Part 1 – Objects & Financial Matters

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#### 1 Definitions

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##### 1.1 Defined terms

In this Constitution, words beginning with a capital letter that are defined in Part 1 of **Schedule 1** have the meaning ascribed to them in that schedule.

##### 1.2 Interpretation

The interpretational rules contained in Part 2 of **Schedule 1** apply in the interpretation of this Constitution.

#### 2 Replaceable rules

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The Replaceable Rules contained in the Act do not apply to the Company.

#### 3 Name of Company

---

The name of the Company is to be "Macaria Gallery Limited".

#### 4 Objects

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##### 4.1 Objects of Company

(1) The object of the Company is to:

- (a) assist in the formation of, act as the Trustee for and administer, the Alan Baker Art Gallery Trust; and
- (b) establish, operate and maintain as part of that trust, a public art gallery in the Camden Local Government Area for the purpose of the display of works by Alan Baker and other purposes permitted by the terms of the Alan Baker Art Gallery Trust,

**(Objects).**

(2) For the sole purpose of carrying out the Objects, the Company has the power and capacity to:

- (a) do all such acts, deeds and things as a Company has capacity and power to do pursuant to the Act; and
- (b) to do the acts and things set out in **Schedule 2**.

##### 4.2 Restriction on activity

The Company must not engage in any activity that is not related to the Objects.

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#### 4.3 Reference to Objects

In the exercise of any power or function either under this Constitution or generally, all officers of the Company must act in the pursuit and promotion of the Objects.

### 5 Financial matters

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#### 5.1 Annual fees

The Board will determine from time to time:

- (1) the Annual Fee payable by Members to the Company; and
- (2) the required timing and manner of that payment.

#### 5.2 Income and Property

- (1) The income and property of the Company will be applied solely towards the pursuit and promotion of the Objects.
- (2) No portion of the income and property of the Company may be paid or transferred, directly or indirectly, by way of dividend, bonus or any other means of profit to Members except as:
  - (a) payment, in good faith, of reasonable and proper remuneration to any officer or employee of the Company, or to any Member, in return for any services actually rendered to the Company;
  - (b) in return for any services actually rendered, or goods supplied, to the Company in the ordinary and usual course of the relevant Member's business;
  - (c) payment of interest at a rate not exceeding interest at the rate for the time being charged by the Company's bankers for overdrawn accounts on money lent;
  - (d) repayment of out of pocket expenses reasonably incurred by a Member on behalf of the Company; or
  - (e) if the Member is a statutory or government authority in payment of a charge, rate, levy, tax assessed or imposed by the Member in that capacity.

### 6 Financial Records and Auditor

---

#### 6.1 General obligation

The Directors must ensure that proper accounting records relating to the financial position of the Company are kept in accordance with the Act.

#### 6.2 Access to books

All Members are entitled to have access to the accounts, books and register of the Company provided that reasonable notice is given to the Board.

---

**6.3 Auditor**

A properly qualified Auditor or Auditors will be appointed and their remuneration fixed and duties regulated in accordance with the Act.

**6.4 Auditor**

The Auditor:

- (1) must be appointed by the Board; and
- (2) is to be permitted to:
  - (a) have access to the records and books of the Company; and
  - (b) attend all meetings of the Company.

**6.5 Auditor's Report**

The Auditor must, and the Directors must procure that the Auditor:

- (1) examine the accounts of the Company and prepare the Auditor's Report at least once in every twelve (12) month period; and
- (2) comply with the provisions of the Act in relation to the records and accounting of the Company.

**6.6 Winding Up**

- (1) If upon the winding up or dissolution of the Company there remains after satisfaction of all its debts and liabilities any property whatsoever, then such property must not be paid to or distributed among the Members but is to be given or transferred to one (1) or more Eligible Entities as determined by the Members at or before the time of dissolution.
  - (2) If the Members are unable to identify an institution of the kind referred to in paragraph (1), and so far as effect cannot be given to the preceding paragraphs, then the property of the Company that remains after winding up is to be given or transferred to an organisation that has charitable objects as determined by the Members.
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## Part 2 - Membership and Member's Meetings

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### 7 Members

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#### 7.1 Membership

The number of Members will be one (1) or such greater number determined by a unanimous resolution of the Members from time to time. The initial Member is Council.

#### 7.2 Admission of new Members

A Member may only be admitted as a Member by a unanimous resolution of the then existing Members.

#### 7.3 Cessation of Membership

- (1) A Member ceases to be a Member if:
  - (a) they fail to pay the required Annual Fee within three (3) months of demand being made for payment by the Company;
  - (b) they are removed as a Member by a Special Resolution of the Members;
  - (c) in the case of a person, they die;
  - (d) in the case of a corporation or other entity, they are dissolved except as part of a statutory reorganisation, or other merger or consolidation;
  - (e) they resign their membership by notice in writing to the Company; or
  - (f) they are disqualified from being a Member under this Constitution or by operation of law.
- (2) Any resolution removing a Member under paragraph (1)(b) will not be effective unless:
  - (a) the Member in question was provided with at least one (1) months notice of the proposed meeting;
  - (b) the Member the subject of the proposed resolution was afforded an opportunity to:
    - (i) provide a written statement to the Company for circulation to Members; and
    - (ii) make oral submissions to the Members at the relevant meeting, and
  - (c) any statement provide by the Member under paragraph (b)(i), that is less than one thousand (1,000) words long and is not defamatory, is circulated to the Members by:
    - (i) sending a copy of the notice to everyone to whom notice of the meeting was sent; or if there is insufficient time to do so

- (ii) having the statement distributed to the Members who attend the relevant meeting and ensuring the statement is read out at the meeting before the resolution is voted on.

#### 7.4 Members Contribution

- (1) The liability of the Members is limited.
- (2) Every Member must contribute:
  - (a) to the property of the Company in the event of it being wound up while they are a Member, or within one (1) year after they cease to be a Member, for payment of the debts and liabilities of the Company contracted before they ceased to be a Member;
  - (b) to the costs, charges, and expenses of winding up; and
  - (c) for the adjustment of the rights of the contributories among Members,

provided that the amount of any such contribution required to be made by a Member will not exceed one hundred dollars (\$100.00).

#### 7.5 Membership not transferable

Membership is personal to Council and that membership, or any of the rights attaching to it, may not be transferred by Council except as part of statutory consolidation, merger or reorganisation.

### 8 Meetings

#### 8.1 Types of Meetings

There are to be two (2) types of Members' meetings of the Company:

- (1) the Annual General Meeting; and
- (2) General Meetings.

#### 8.2 First General Meeting

The first General Meeting is to be held when required by law.

#### 8.3 Annual General Meeting

- (1) The Company must hold an Annual General Meeting when required by law.
- (2) The following business must be transacted at each Annual General Meeting:
  - (a) subject to this Constitution, the election of the Directors;
  - (b) the consideration of the:
    - (i) Annual Financial Report;
    - (ii) the Directors' Report; and

- (iii) the Auditor's Report,
- (c) the appointment of the Auditor; and
- (d) the fixing of the remuneration of the Auditor and the Officeholders.

#### **8.4 Convening a General Meeting**

Subject to the Act the Secretary may convene a General Meeting:

- (1) if requested to do so by a Director; or
- (2) if requested to do so by at least one tenth (1/10<sup>th</sup>) of the Members.

#### **8.5 Notice of a General Meeting**

All Members must be informed of the holding of a General Meeting. The notice must:

- (1) comply with any requirements of the Act;
- (2) be in writing;
- (3) specify the date, time and place of the meeting;
- (4) specify the business to be transacted at the meeting; and
- (5) subject to the Act, be sent to Members no less than twenty one (21) days prior to the date of the meeting.

#### **8.6 Quorum**

- (1) If there are three (3) Members or less at the time of a Member's Meeting, a quorum for that Meeting is all Members present in person or by proxy.
- (2) If there are more than three (3) Members or less at the time of a Member's Meeting, a quorum for that Meeting is three (3) Members present in person or by proxy.
- (3) No business may be transacted at a Members' Meeting unless a quorum is present.
- (4) If a quorum is not achieved at a Members' Meeting then the meeting is to be adjourned to the same day, time and place in the following week. If a quorum is not present at the commencement of the adjourned meeting then the meeting must be dissolved.

#### **8.7 Adjournment**

- (1) A General Meeting of the Company may be adjourned by the Chairperson of the relevant meeting.
- (2) A meeting adjourned under paragraph (1) is to be reconvened at the day, time and place nominated by the Chairperson.
- (3) If the adjourned meeting is to reconvene more than thirty (30) days from the date of the original meeting the Directors must ensure that new notices of the meeting are sent to all Members.

---

## 9 Voting at Members' Meetings

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### 9.1 Decision making

- (1) Resolutions are to be decided on a show of hands unless a poll is demanded:
  - (a) by the Chairperson; or
  - (b) by at least two (2) Members present in person or by proxy.
- (2) Before a vote is taken, the Chairperson must inform the meeting whether any proxy votes have been received and how the proxy votes are cast.
- (3) Unless a poll is demanded, a declaration by the Chairperson that a resolution has on a show of hands been:
  - (a) carried unanimously;
  - (b) carried by a particular majority; or
  - (c) lost,

and an entry to that effect in the book containing the minutes of the proceedings of the Company will be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

### 9.2 Polls

- (1) A poll may be demanded by the Chairperson of the meeting, or by at least two (2) Members in attendance and entitled to vote at the meeting in person or by proxy:
  - (a) before a vote is taken;
  - (b) before the voting results on a show of hands is declared; or
  - (c) immediately after the voting results on a show of hands are declared.
- (2) The demand for a poll may be withdrawn.
- (3) If a poll is duly demanded it will be taken:
  - (a) forthwith, if the question to be determined by the poll is the election of a Chairperson or on a question of an adjournment; or
  - (b) in any other case in such manner and either at once or after an interval or adjournment or otherwise as the Chairperson directs.
- (4) The result of a poll will be a resolution of the meeting at which the poll was demanded.

### 9.3 Equality of Votes

In the case of an equality of votes at any Member's Meeting, whether on a show of hands or on a poll, the Chairperson of the relevant meeting is entitled to a second or casting vote.

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## 10 Voting Rights

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### 10.1 Entitlements

Members are entitled to one (1) vote each at meeting of the Company, regardless of whether a resolution is decided on a show of hands or by poll, unless they are disqualified at law or under the Act.

### 10.2 Circular resolutions

- (1) A resolution may be passed without the conduct of a meeting at which all Members physically attend in person or by proxy if a copy of a written notice of the resolution is signed by all Members entitled to vote on the resolution. A resolution passed that way will be deemed to have been passed at a Members Meeting.
- (2) For the purpose of paragraph (1) the Members who sign a notice referred to in that paragraph may sign any number of separate copies of the resolution.
- (3) The date of a resolution passed under paragraph (1) will be that date on which the notice is last signed by a Member.

### 10.3 Technology

A meeting of the Company may be held at two (2) or more venues using any technology that gives all Members a reasonable opportunity to participate in the meeting.

## 11 Proxy Voting

---

### 11.1 Appointment of Proxy

- (1) A Member may appoint a person as their proxy to attend a Members' Meeting and exercise the voting rights of the Member.
- (2) An instrument appointing a proxy:
  - (a) must be in writing in a form approved by the Board;
  - (b) must be signed by the Member appointing the proxy; and
  - (c) may contain directions as to the manner in which the proxy is to vote in respect of a particular resolution.

### 11.2 Lodgement of proxy instrument

The appointment of a proxy is not effective unless the instrument appointing the proxy is deposited with the Secretary at least forty eight (48) hours prior to the meeting at which the proxy has been appointed to vote.

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## Part 3 - The Board

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### 12 Directors

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#### 12.1 Constitution & Powers

- (1) The Directors may exercise all the powers of the Company except any powers that the Act or this Constitution requires the Company to exercise in Members' Meeting.
- (2) The Board is to consist of a minimum of three (3) and a maximum of ten (10) Directors, no more than two (2) of which may ordinarily reside outside of Australia.
- (3) No person may be appointed as a Director unless upon that appointment the Company would comply with any requirement of the tax law in relation to the number or proportion of Responsible Persons on the Board.
- (4) Council may at any time resolve to increase or reduce the maximum number of Directors by giving notice to the Company.

#### 12.2 Appointment – specific positions

- (1) The following persons may be appointed as Directors by the Member by notice to the Company by the Member:
  - (a) The Mayor of Council from time to time, or his or her delegate.
  - (b) one (1) or more elected Councillor of Council from time to time.
  - (c) The General Manager of Council from time to time, or his or her delegate.
- (2) If requested to do in writing the Member must allow the following persons to be appointed as Directors upon their request:
  - (a) a lineal descendant of Max Tegel (and for the purpose of clarity, the Member is only obliged to appoint one (1) such descendant at any time). In the event of more than one lineal descendant requesting appointment, Council may choose which descendant will be appointed; and
  - (b) a lineal descendant of Alan Baker (and for the purpose of clarity, the Member is only obliged to appoint one (1) such descendant at any time). In the event of more than one lineal descendant requesting appointment, Council may choose which descendant will be appointed.
- (3) Where possible, the remaining Directors from time to time should be independent in that they are not associated with the Member, the Tegel family or the Baker family.

#### 12.3 Appointment by Directors

- (1) The Directors may, by resolution, appoint any other person (whether or not a Member) to be a Director to fill a vacancy in the Board.
- (2) A Director appointed in accordance with paragraph (1) may be appointed:
  - (a) for a specified term; or

- (b) until they are removed in accordance with this Constitution or the Act.

#### 12.4 Removal & Resignation

- (1) A Director may resign as a Director at any time by notice in writing to the Company.
- (2) A Director may be removed from office by Council by notice to the Company. Council may not remove a Director who is one of the lineal descendants of Max Tegel or Alan Baker unless in Council's opinion, reasonably formed, that Director is guilty of conduct that is disruptive, or his or her continued appointment is or may be harmful to the reputation of the Company;
- (3) If Council removes as a Director one of the lineal descendants of Max Tegel or Alan Baker it must appoint another lineal descendant as soon as practicable after any request to do so in accordance with clause 12.2(2).

#### 12.5 Vacancy

The position of Director becomes vacant if the Director in question:

- (1) ceases to be, or is prohibited from being, a Director by operation of the Act or this Constitution;
- (2) becomes bankrupt or makes any arrangements or composition with their creditors generally;
- (3) is convicted on indictment of an offence and the Board does not, within one (1) month of that conviction, resolve to confirm the Director's appointment;
- (4) fails to attend Board Meetings on more than three (3) occasions without leave of absence from the Board; or
- (5) becomes of unsound mind.

#### 12.6 Term of Office

Directors of the Company hold office until they are removed in accordance with this Constitution or the Act.

#### 12.7 Remuneration and expenses

- (1) The Directors are not to be remunerated.
- (2) The Company must reimburse Directors for all reasonable travelling and other expenses incurred by them in:
  - (a) attending and returning from meetings of the Company; or
  - (b) otherwise in the proper discharge of their duties on behalf of the Company.

#### 12.8 Committees - Delegation of Powers

- (1) The Directors may form Directors Committees as they think fit.
- (2) A Directors Committee must be made up of Directors, however a Directors Committee may consult with and receive recommendations from any third party they think fit.

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- (3) The Directors may delegate all or part of the exercise of their powers to a Directors Committee upon a unanimous resolution of the Board to that effect.
  - (4) All meetings of the Directors Committees are to be held generally in accordance with the rules relating to meetings of the Directors.

#### **12.9 Committees - Recommendations**

- (1) The Directors may form General Committees as they think fit.
- (2) A General Committee must contain at least one (1) Director.
- (3) The Directors may not delegate the exercise of any of their powers to a General Committee however they may accept any recommendations made by such a committee.
- (4) All meetings of the General Committees are to be held generally in accordance with the rules relating to meetings of the Directors.

#### **12.10 Interested Transactions**

- (1) A Director must disclose the nature and extent of any interest in any transaction which is proposed to be entered into by the Company.

#### **12.11 Powers of Directors**

- (1) Subject to the Act, management of the Company and its business is to be vested solely in the Directors.
- (2) In managing the Company the Directors are to have the benefit of all powers conferred upon them in the Act.

### **13 Chairperson**

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#### **13.1 Appointment**

The Directors may appoint one (1) of the Directors appointed by the Council under clause 12.2(1) to be the Chairperson.

#### **13.2 Role of Chairperson**

The Chairperson must chair all meetings of the Members and Directors and ensure the orderly and efficient conduct of those meetings in accordance with:

- (1) this Constitution;
- (2) the Act; and
- (3) generally accepted rules of procedural fairness.

#### **13.3 Alternate Chairperson**

- (1) If the Chairperson appointed under clause 13.1 is absent from any meeting of the Company then:

- 
- (a) for a meeting of the Board, the Directors present at that meeting may appoint any Director to act as Chairperson for the meeting; or
  - (b) for a Member's Meeting, the Members present at that meeting may appoint any Member to act as Chairperson for the meeting.

#### **14 Secretary**

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- (1) The Company must have at least one (1) Secretary who is ordinarily resident in Australia.
- (2) The Secretary may only be appointed:
  - (a) by the Board;
  - (b) in accordance with the Act; and
  - (c) for such term, at such remuneration (if any) and upon such conditions as the Board thinks fit.

#### **15 Board Meetings**

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##### **15.1 Convening meetings of the Board**

- (1) Any Director may request that the Secretary convene a Board Meeting.
- (2) The Secretary must convene a Board Meeting as soon as possible after being requested to do so in accordance with paragraph (1).

##### **15.2 Frequency of Directors' Meetings**

The Board may meet at such frequency as it determines.

##### **15.3 Notice**

- (1) Notice of any Board Meeting must be in writing and sent to the address of each Director contained in the Company register or records.
- (2) The notice of meeting:
  - (a) must state the time and place of the meeting;
  - (b) need not state the general nature of business to be discussed at the meeting;
  - (c) may be given immediately before the meeting;
  - (d) may be given in person, by post, by facsimile, by telephone, by e-mail or by any other electronic means; and
  - (e) will be deemed to have been given to an Alternate Director if it is given to the Director who appointed them and vice versa.
- (3) A Director may:
  - (a) waive the requirement for them to be given notice of any Board Meeting/s; or

- (b) specify a different manner in which they may receive notice of any such meeting/s,

by notice in writing to the Company from time to time.

#### 15.4 Failure to receive notice

Failure to receive notice of a meeting by any Director does not invalidate any resolution passed at that meeting if:

- (1) the failure was the result of accident or error; or
- (2) the Director, or their Alternate Director:
  - (a) had waived the requirement for them to be provided with such notice;
  - (b) have notified the Company of their agreement to the resolutions proposed to be passed at the meeting; or
  - (c) attend the meeting.

#### 15.5 Proxies

- (1) A Director may appoint a proxy to attend a Board meeting to exercise the voting rights of that Director.
- (2) A Director may only appoint a proxy if:
  - (a) the person appointed as proxy is a Director; or
  - (b) if the person appointed as proxy is not an existing Director, notice is given to the Chairman at least seven (7) days prior to the Board meeting at which the proxy is to attend and vote.

#### 15.6 Quorum

A quorum for a Board Meeting is three (3) Directors present in person, the majority of which must be Directors appointed by Council under clause 12.2(1). A Board Meeting shall only be deemed to have a quorum for so long as the majority of Directors present are Directors appointed by Council under clause 12.2(1).

#### 15.7 Insufficient Directors

If there are insufficient Directors in office to constitute a quorum the Board may act for the purpose of requesting Council to appoint one or more Directors sufficient to constitute a quorum.

#### 15.8 Voting

- (1) Subject to this Constitution, resolutions of the Board and questions arising at any meeting of the Board are to be decided:
  - (a) by a majority of votes; and
  - (b) a determination by a majority of the members of the Board.
- (2) In case of an equality of votes, the Chairperson will have a second or casting vote.

**15.9 Form of Meeting**

A resolution is to be considered duly passed at a Board Meeting if:

- (1) the resolution was contained on a circular presented to all Directors and a majority of Directors entitled to vote on it assented to the resolution by signing the resolution or a copy of it, including:
  - (a) at least two Directors appointed by Council under clause 12.2(1);
  - (b) at least one Director (provided there is such a serving Director) who is a lineal descendant of Max Tegel or Alan Baker; or
- (2) the meeting was conducted by the use of electrical or electronic media (including telephone, internet and video conferencing) and:
  - (a) a quorum was present via that medium (or a combination of media); and
  - (b) the resolution was passed by the required majority of Directors.

**15.10 Interested Transaction**

Subject to the Act, a Director may vote in respect of any contract or proposed contract with the Company in which he is interested, or any matter arising out of such a contract.

**15.11 Matters requiring a Special Resolution**

- (1) This clause 15.11 only has effect until the twentieth anniversary of the date on which the Alan Baker Art Gallery operated by the Alan Baker Art Gallery Trust is first opened to the public.
- (2) Subject to paragraph (3), the following matters may only be resolved by a Special Resolution of the Board:
  - (a) The consent to, or making of, any amendment to the Trust Deed for the Alan Baker Art Gallery Trust, including the Collection Policy which forms part of that Trust Deed.
  - (b) Any consent to, or the undertaking of, any act that is inconsistent with the Trust Deed for the Alan Baker Art Gallery Trust, including the Collection Policy which forms part of that Trust Deed.
  - (c) The permanent relocation or closure of the Alan Baker Art Gallery operated by the Alan Baker Art Gallery Trust other than on or pursuant to the termination of the Trust in accordance with its terms.
  - (d) The termination, surrender, assignment and/or election to not exercise any options to renew any lease of premises from which the Alan Baker Art Gallery is operated other than on or consequent upon the termination of the Trust in accordance with its terms.
- (3) A Special Resolution of the Board may not be passed at any time after a Director who is one of the lineal descendants of Max Tegel or Alan Baker ceases to be a Director and:
  - (a) the reason for the cessation was the removal of that Director under clause 12.4(2);

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- (b) a request for replacement nominating a replacement Director has been made under clause 12.4(3) within 10 business days of that removal;
  - (c) the replacement Director has consented and continues to consent to act and is not prevented from acting by this Constitution or any law;
  - (d) Council has failed to appoint the replacement Director.
- (4) The Board may (without the need for Special Resolution) give its consent to uses of the upper floor of the Alan Baker Art Gallery located at Macaria Building 37 John Street, Camden that are complementary to the use, and which do not negate the overall character, of the ground floor as a gallery dedicated primarily to the works of Alan Baker, including the use of the upper floor for the display of work by other artists and the conduct of art classes.
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## Part 4 - Miscellaneous

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### 16 Execution of documents

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#### 16.1 Execution by Directors

A document is validly executed by the Company where it is signed by two (2) Directors, or a Director and the Secretary.

#### 16.2 Execution by one Director

The Directors may, by resolution in writing, authorise one (1) Director to sign any document on behalf of the Company and any document executed by the authorised officer is as binding on the Company as if it had been signed in accordance with clause 16.1.

#### 16.3 Company Seal

- (1) The Directors may resolve that the Company have a company seal.
- (2) If the Company has a seal it is not necessary for the seal to be affixed to a document in order for that document to be validly executed by the Company.

### 17 Notices

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#### 17.1 Means of service

A notice is given by the Company to a Member when it is:

- (1) served personally on the Member;
- (2) sent to the address of the Member recorded in the register of members;
- (3) transmitted by facsimile to the facsimile number for that Member recorded in the register of members; or
- (4) transmitted by e-mail to the Member's usual e-mail address or by any other electronic means available at the time.

**17.2 Deemed service**

A Member is deemed to have received a notice served in accordance with clause 17.1:

- (1) on the date that the notice is served personally upon them;
- (2) forty eight (48) hours after the notice is posted; or
- (3) upon receipt of confirmation of transmission in the case of a notice transmitted by facsimile.

**17.3 Persons entitled to receive notice of a Member's Meeting**

Notice of a Members' Meeting must be given to:

- (1) each Member or personal legal representative of a Member entitled to vote at General Meetings;
- (2) each Director; and
- (3) any Auditor.

**18 Indemnity and Insurance****18.1 Indemnity in favour of officers**

- (1) Subject to the Act and clause 18.2, the Company indemnifies each Officeholder against all liability incurred by them in the course of discharging their duties as a Officeholder.
- (2) The indemnity contained in paragraph (1) does not apply to liability:
  - (a) owed to a related body corporate of the Company;
  - (b) for a pecuniary penalty or a compensation order under the Act; or
  - (c) owed to a person other than the Company that did not arise out of conduct in good faith.

**18.2 Indemnity for legal costs**

- (1) Subject to paragraph (2), the Company indemnifies each Officeholder against any liability for legal costs incurred by them in the course of discharging their duties as a Officeholder.
- (2) The indemnity contained in paragraph (1) does not apply to liability for legal costs:
  - (a) in defending or resisting proceedings in which the Officeholder is found to have a liability for which they could not be indemnified under clause 18.1;
  - (b) in defending or resisting criminal proceedings in which the Officeholder is found guilty;
  - (c) in defending or resisting proceedings brought by the ASIC or a liquidator for a court order if the grounds for making the order are found by the court to have been established (but this paragraph does not apply to costs incurred in

responding to actions taken by the ASIC or a liquidator as part of an investigation before commencing proceedings for the court order); or

- (d) in connection with proceedings for relief to the Officeholder under the Act in which the court denies the relief.

### 18.3 Insurance

Subject to the Act, the Company may pay a premium for a contract insuring a person who is or has been an Officeholder of the Company acting in that capacity against:

- (1) costs and expenses in defending any proceedings, whether civil or criminal, whatever their outcome; or
- (2) a liability arising from negligence or other conduct.

### 18.4 Indemnity and insurance for other officers

The Company may indemnify and insure other officers and employees in accordance with the clauses 18.1 – 18.3 (inclusive).

## 19 Obligations of members

Each Member is subject to, and must comply with, the obligations set out below:

- (1) To keep strictly confidential and not to use or disclose any Company reports, data, submissions or other information prepared by or for the Company. This obligation is subject to the following exceptions:
  - (a) where the Company consents to the disclosure;
  - (b) where the disclosure is made to professional advisers (including legal and financial advisers) of the Member who are subject to a duty of confidentiality; or
  - (c) where the disclosure is required by law.
- (2) Not to engage in any conduct (either by making statements or otherwise) that would materially harm or prejudice the ability of the Company to achieve the Objects.
- (3) To ensure that the Company has sufficient funds available to it from time to time to allow it to pursue the Objects.
- (4) Not to engage in any conduct (either by making statements or otherwise) that would bring the Company into disrepute.

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**Schedule 1:  
Defined terms and interpretation**

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**Part 1 - Definitions**

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<b>Act</b>	means the <i>Corporations Act (Cth) 2001</i> including any regulations made under that Act.
<b>Annual General Meeting</b>	means a meeting held pursuant to clause 8.3.
<b>Annual Fee</b>	means the annual fee payable by Members to the Company in accordance with clause 5.1.
<b>Annual Financial Report</b>	means a report as to the financial position of the Company in each twelve (12) month period for presentation to the Members at an Annual General Meeting.
<b>Auditor</b>	means an auditor of the Company appointed by the Board from time to time
<b>Auditor's Report</b>	means a report prepared by the Auditor in relation to the financial affairs and position of the Company for each twelve (12) month period for presentation to the Members at an Annual General Meeting.
<b>Board</b>	means collectively the directors of the Company.
<b>Board Meeting</b>	means a meeting of the Board.
<b>Chairperson</b>	means a chairperson of the Company appointed by the Board from time to time.
<b>Company</b>	means "Macaria Gallery Limited"
<b>Constitution</b>	means this constitution.
<b>Council</b>	means Camden Council or such other local government body which replaces it from time to time.
<b>Directors</b>	means the directors of the Company appointed by the Board from time to time.
<b>Directors Committee</b>	means a committee formed under clause 10.8 made up entirely of Directors.
<b>Directors' Report</b>	means a report on the affairs of the Company for each twelve (12) month period for presentation to the members at an Annual General Meeting.
<b>Eligible Entity</b>	means a fund, authority or institution: <ol style="list-style-type: none"> <li>(1) with objects similar to the objects of the Trust;</li> <li>(2) which prohibits the distribution of property and</li> </ol>

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	income to its members;
	(3) to which gifts are deductible under items 1 or 4 of the table in section 30:15 of the ITAA 1997;
	(4) which has as its main purpose a then current art gallery within the Council Local Government Area or Campbelltown Local Government Area or if no such entity can be identified within such other area as the Member determines; and
	(5) which is charitable at law.
<b>General Committees</b>	means a committee formed under clause 10.9 made up of at least one (1) Director and such other persons as the Board determines.
<b>General Meeting</b>	means a Members' Meeting other than an Annual General Meeting.
<b>Member</b>	means a member of the Company from time to time.
<b>Members' Meeting</b>	means either an Annual General Meeting or a General Meeting.
<b>Objects</b>	means the objects of the Company set out in clause 4.
<b>Officeholders</b>	means collectively the Directors and the Secretary.
<b>Responsible Person</b>	means an individual who: <ol style="list-style-type: none"> <li>(1) performs a significant public function including that of Councillor, Council General Manager or Mayor;</li> <li>(2) is a member of a professional body having a code of ethics or rules of conduct;</li> <li>(3) is officially charged with spiritual functions by a religious institution;</li> <li>(4) is a director of a company whose shares are listed on the Australian Securities Exchange;</li> <li>(5) has received formal recognition from government for services to the community; or</li> <li>(6) is approved or is of a class of persons generally approved by the Commissioner as responsible persons,</li> </ol> <p>and who is not:</p> <ol style="list-style-type: none"> <li>(7) disqualified from managing a corporation under the Act; or</li> </ol>

- (8) disqualified from being a responsible person or a registered charity by the ACNC Commissioner.

<b>Secretary</b>	means any person appointed to perform the duties of a secretary of the Company pursuant to this Constitution and Act.
<b>Special Resolution</b>	means a resolution of the Directors in favour of which at least one (1) Director referred to in clause 12.2(2) (during any time that there are such Directors on the Board) has voted. For the purpose of clarity, if there are no such Directors on the Board at the time of the relevant resolution, then the resolution may be passed by simple majority.

#### Part 2 - Interpretational Rules

<b>clauses, annexures and schedules</b>	a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this Constitution.
<b>reference to statutes</b>	a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
<b>singular includes plural</b>	the singular includes the plural and vice versa.
<b>person</b>	the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association or any government agency.
<b>executors, administrators, successors</b>	a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns.
<b>dollars</b>	Australian dollars, dollars, \$ or A\$ is a reference to the lawful currency of Australia.
<b>calculation of time</b>	if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.
<b>reference to a day</b>	a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.
<b>accounting terms</b>	an accounting term is a reference to that term as it is used in accounting standards under the Act or, if inconsistent with those standards, in accounting principles and practices generally accepted in Australia.
<b>reference to a group of persons</b>	a group of persons or things is a reference to any two or more of them jointly and to each of them individually.
<b>meaning not limited</b>	the words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as,

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	words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.
<b>next day</b>	if an act under this Constitution to be done by a party on or by a given day is done after 4.30pm on that day, it is taken to be done on the next day.
<b>next Business Day</b>	if an event must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day.
<b>time of day</b>	time is a reference to Sydney time.
<b>headings</b>	headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this Constitution.
<b>agreement</b>	a reference to any agreement, Constitution or instrument includes the same as varied, supplemented, novated or replaced from time to time.
<b>gender</b>	a reference to one gender extends and applies to the other and neuter gender.

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## Schedule 2: Company Powers

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The Company is authorised:

- (1) To accept or refuse any gift, endowment or bequest made to or acquired by the Company generally for the Objects.
- (2) To take such lawful steps by personal or written appeal public meetings or otherwise as may from time to time be deemed expedient for the purposes of procuring contributions to the funds of the Company in the form of donations, annual subscriptions or otherwise in order to allow it to pursue and promote the Objects.
- (3) To publish or to contribute to the publication of any periodical, journal or magazine and to print and circulate books, papers, pamphlets and information to provide and circulate any annual or other report of the Company and its proceedings and work.
- (4) To subscribe to, become a member of and co-operate with any other association or organisation, whether incorporated or not, whose objects are altogether or in part similar to those of the Company provided that the Company must not subscribe to or support with its funds any association or organisation which does not prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Company under or by virtue of clause 5.2.
- (5) In furtherance of the Objects to buy, sell and deal in all kinds of apparatus, literature and other items required by the members of the Company or persons frequenting the Company's premises.
- (6) To purchase, take on lease or in exchange, hire and otherwise acquire any lands, buildings, easements or property, real and personal and any rights or privileges which may be requisite for the purposes of, or capable of being conveniently used in connection with, any of the Objects provided that in case the Company takes or holds any property which may be subject to any trusts the Company may only deal with that property in such manner as is allowed by law having regard to such trusts.
- (7) To enter into any arrangements with any Government or authority, supreme, municipal, local or otherwise that may seem conducive to the Objects or any of them; and to obtain from any such Government or authority any rights, privileges and concessions which the Company thinks it desirable to obtain; and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- (8) To appoint, employ, remove or suspend such managers, clerks, secretaries, servants, workmen and other persons as may be necessary or convenient for the Objects.
- (9) To invest and deal with the money of the Company not immediately required in such manner as may be permitted by law for the investment of trust funds and any other investments as might be made by a prudent investor.
- (10) To borrow or raise or secure the payment of money in such manner as the Company may think fit and to secure the repayment of that money or the repayment or performance of any other debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Company in any way.
- (11) To make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments.

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- (12) In furtherance of the Objects to sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company.
  - (13) To make donations for patriotic or charitable purposes.
  - (14) To do all such other things as are incidental or conducive to the attainment of the Objects and the exercise of the powers of the Company.
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ORD08

Form: 07L  
Licence: 05-11-667  
Licensee: Softdocs  
Bartier Perry

**LEASE**  
New South Wales  
Real Property Act 1900

Leave this space clear. Affix additional pages to the left-hand corner.

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

**STAMP DUTY** Office of State Revenue use only

**(A) TORRENS TITLE** Property leased: if appropriate, specify the part or premises

1/216189, part being the area identified as Art Gallery, 342m2 on the plan attached to this Lease as Annexure B

<b>(B) LODGED BY</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Document Collection Box</td> <td style="width: 40%;">Name, Address or DX, Telephone and Customer Account Number if any</td> <td style="width: 40%;">CODE</td> </tr> <tr> <td></td> <td>Reference (optional):</td> <td style="text-align: center; vertical-align: middle; font-size: 2em;">L</td> </tr> </table>	Document Collection Box	Name, Address or DX, Telephone and Customer Account Number if any	CODE		Reference (optional):	L
Document Collection Box	Name, Address or DX, Telephone and Customer Account Number if any	CODE					
	Reference (optional):	L					

**(C) LESSOR**

CAMDEN COUNCIL ABN 31 117 341 764

The lessor leases to the lessee the property referred to above.

**(D)** Encumbrances (if applicable):

**(E) LESSEE**

MACARIA GALLERY LIMITED

**(F) TENANCY:**

- (G) 1. TERM** Twenty (20) years
- 2. COMMENCING DATE**
- 3. TERMINATING DATE**
4. With an **OPTION TO RENEW** for a period of 2 further terms of ten (10) years each set out in clause 15 of Annexure "A"
5. With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.
6. Together with and reserving the **RIGHTS** set out in clause N.A. of N.A.
7. Incorporates the provisions or additional material set out in **ANNEXURE(S)** Annexure "A" hereto.
8. Incorporates the provisions set out in N.A.  
No. N.A.
9. The **RENT** is set out in item 10 of commercial terms schedule to Annexure "A"

FORM 5/16

DATE ..... / ..... / .....

(H) The seal of CAMDEN COUNCIL was hereunto affixed in the presence of authorised officers of the Council who certify this dealing to be correct for the purposes of the Real Property Act 1900.

Council's seal: SEE PAGE 33 OF ANNEXURE "A"

Signature of authorised officer:

Signature of authorised officer:

Name of authorised officer:

Name of authorised officer:

Position of authorised officer:

Position of authorised officer:

Note: where applicable, the lessor must complete the statutory declaration below

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: MACARIA GALLERY LIMITED Authority: Section 127(1) of the Corporations Act 2001

Signature of authorised person:

Signature of authorised person:

Name of authorised person:

Name of authorised person:

Office held:

Office held:

(I) STATUTORY DECLARATION #

I, ..... solemnly and sincerely declare that -

- 1. The time for the exercise of option to renew/purchase in expired lease No. .... has ended; and
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900 and I certify this lease correct for the purposes of the Real Property Act 1900.

Made and subscribed at ..... in the State of New South Wales on .....

in the presence of ..... of .....

[ ] Justice of the Peace (J.P. Number ..... ) [ ] Practising Solicitor

[ ] Other qualified witness [specify] .....

\*\* who certifies the following matters concerning the making of this statutory declaration by the person who made it:

- 1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person has a special justification for not removing the covering; and
2. I have known the person for at least 12 months OR I have confirmed the person's identity using an identification document and the document I relied on was ..... [Omit ID No.]

Signature of witness: ..... Signature of applicant: .....

# As the services of a qualified witness cannot be provided at lodgment, the statutory declaration should be signed and witnessed prior to lodgment. \*\* If made outside NSW, cross out witness certification. If made in NSW, cross out the text which does not apply.

\* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.



**This is the Annexure marked A in the lease between the  
Camden Council as Landlord and Macaria Gallery Limited as  
Tenant**

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## Commercial Terms Schedule



(1)	Premises:	Part of the land in Folio Identifier 1/216189, being the area identified as Art Gallery, 342m <sup>2</sup> on the plan attached to this Lease as Annexure B
(2)	Name of Landlord:	Camden Council
(3)	Name of Tenant:	Macaria Gallery Limited
(4)	Term of Lease:	Twenty (20) years
(5)	Commencement Date:	
(6)	Terminating Date:	
(7)	Outgoings:	Not applicable.
(8)	Permitted Use:	Art gallery and associated uses
(9)	Public Liability Insurance:	Twenty million dollars (\$20,000,000)
(10)	Annual Rent	\$1.00
(11)	Period of Option for Renewal:	Two (2) options of ten (10) years each
(12)	Total Period of Term including Option(s):	Forty (40) years
(13)	Guarantors:	Not applicable
(14)	Security Deposit:	Not applicable



## 1. Definitions and interpretation

### 1.1 Definitions

In this lease (which includes all schedules) the following definitions apply unless the context requires otherwise:

**Accounting Period** means a recurring twelve (12) month period during the Term nominated by the Landlord as the Landlord's accounting period.

**Air Conditioning Equipment** means the plant, equipment, ductwork, electrical and any other installations (wherever located) used for the manufacture and supply or reticulation of conditioned air to the whole or any part of the Building.

**Approvals** means any authorisation, approval, consent, licence, permit, permission, registration, authority, or exemption from, issued by an Authority.

**Appurtenances** means all mechanical ventilation stop-cocks, water closets, lavatories, grease traps apparatus, wash basins, washrooms, fixtures and fittings which are the property of the Landlord and are contained in or about the Premises.

**Annual Rent** means the amount set out in Item 10 of the CTS.

**Assignee** means an assignee or proposed assignee of this lease, as the context requires, under an Assignment.

**Assignment** means an assignment of this Lease pursuant to clause 12.

**Authority** means (as appropriate) any:

- (1) federal, state or local government;
- (2) department of any federal, state or local government;
- (3) any court or administrative tribunal; or
- (4) statutory corporation or regulatory body.

**Building** means the building and any other improvements erected on the Land part of which forms the Premises.

**Claims** means any allegation, action, demand, cause of action, suit, proceeding, judgement, debt, damage, loss, cost, expense or liability howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.

**Commencement Date** means the "Commencement Date" shown on the front page of this lease.

**Common Areas** means, if applicable, those parts of the Land not leased or licensed to any person and designated or intended for use by the tenants of the Land and their respective employees, invitees and licensees in common with each other.

**Contamination** has the meaning ascribed to that term in the *Contaminated Land Management Act 1997* (NSW).

**Covenants** means the covenants made by and other obligations of the Tenant under this lease (including the payment of the Annual Rent), or any number of them as the context requires.

**CTS** means the Commercial Terms Schedule to this lease.



**Date of Determination** means the date of a determination of this lease pursuant to clause 13.4.

**Encumbrance** means an interest or power:

- (1) reserved in or over an interest in any asset;
- (2) created or otherwise arising in or over any interest in any asset under any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, title retention, conditional sale agreement, hire or hire purchase agreement, option, restriction as to transfer, use or possession, easement, subordination to any right of any other person and any other encumbrance or security interest, trust or bill of sale; or
- (3) by way of security for the payment of a debt or other monetary obligation or the performance of any obligation; or
- (4) created as a "Security Interest" under the PPSA.

**Environmental Law** means all planning, environmental or pollution laws and any regulations, orders, directions, ordinances or requirements, permissions, permits, licences issued under those Acts or instruments.

**Expiry Date** means the "Terminating Date" shown on the front page of this lease and if applicable the end of any Option Term.

**Fire Equipment** means all fire hydrants, hoses, alarm systems, sprinklers or other fire prevention or extinguishing equipment within the Premises as the context requires other than the Tenant's Equipment.

**Further Lease** means, if applicable, a lease to be entered into between the Tenant and the Landlord pursuant to clause 15 for the Option Term.

**GST Law** means any law relating to the GST.

**GST** means the goods and services tax payable under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Guarantor** means the party named in Item 13 of the CTS.

**Input Tax Credit** means a credit available to the Tenant under the GST Law for the GST payable by the Tenant in respect of any Supply made under this Lease.

**Insolvency Event** means:

- (1) application which is not withdrawn or dismissed within 14 days is made to a court for an order or an order is made that a body corporate be wound up.
- (2) application which is not withdrawn or dismissed within 14 days is made to a court for an order appointing a liquidator or provisional liquidator in respect of a body corporate or one of them is appointed, whether or not under an order.
- (3) except to reconstruct or amalgamate while solvent, a body corporate enters into, or resolves to enter into, a scheme of arrangement, agreement of company arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them.
- (4) a body corporate resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent or is otherwise wound up or dissolved.
- (5) a body corporate is or states that it is insolvent.



- (6) as a result of the operation of section 459F(1) of the *Corporations Act 2001* (Cth), a body corporate is taken to have failed to comply with a statutory demand.
- (7) the personal legal estate of a person becomes subject to external management either in bankruptcy or under any laws relating to mental incompetency.
- (8) a claim is filed in a court against a person that is not defended, released or otherwise settled within 28 days of the date of its filing at the court.
- (9) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

**Land** means the whole of the land within the folio identifier noted on the front page of this lease.

**Landlord** means the "lessor" stated on the front page of this lease.

**Landlord's PPSI Items** means any item of Personal Property which is owned or leased by the Landlord and is situated on the Premises at any time during the Term.

**Landlord's Property** means the Landlord's fixtures, fittings, plant, equipment, furniture and furnishings and other items installed within the Premises or on the Land by or on behalf of the Landlord.

**Lease Year** means each separate year of the Term the first of which commences on the Commencement Date and also includes any broken period between the end of the last complete Lease Year and the Date of Determination.

**Lettable Area** means the gross lettable area calculated in accordance with:

- (1) the Property Council of Australia Ltd's Method of Measurement for gross lettable area; or
- (2) if no method exists or that method ceases to exist, such method or criteria as the Landlord may from time to time select as the most appropriate.

**Option** means, if applicable the option to renew this lease granted under clause 15.2.

**Option Term** means, if the Option is exercised in accordance with this lease, the period stated in Item 11 of the CTS (if any).

**Permitted Use** means the use of the Premises set out in Item 8 of the CTS.

**Premises** means the leased premises described on the front page of this lease and includes all improvements and the Landlord's Property.

**Personal Property** has the meaning given in the PPS Act.

**PPS Act** means *the Personal Property Securities Act 2009 (Cth)*.

**Principal Contractor** has the same meaning as in the *WH&S Regulation*.

**Rent** means the rent for the Premises payable by the Tenant under this lease.

**Security Deposit** means, if applicable, the amount set out in Item 14 of the CTS.

**Supply** means a taxable supply within the meaning of the GST Law made under this lease.

**Tax Invoice** means an invoice required by the GST Law to support a claim by the Tenant for an Input Tax Credit for the GST payable by the Tenant on any Supply made under this lease.



**Tenant** means the "lessee" stated on the front page of this Lease and where the context in this lease includes the Tenant's servants, agents, employees, invitees and requires contractors.

**Tenant's Equipment** means any air conditioning equipment, appurtenances or fire equipment located within the Premises that are the property of the Tenant and are installed or located within the Premises on account of the conduct of the Permitted Use, including all fixtures, fittings, plant or equipment installed by or on behalf of the Tenant during the Term.

**Tenant's Property** means the fixtures, fittings, furnishing, plant, equipment and other article which is in the Premises which the Landlord does not own, lease or provide the Tenant, whether existing prior to, on or after the Commencement Date.

**Tenant's Works** means any proposed alteration to the Premises by the Tenant referred to in clause 8 (including any fit-out works).

**Term** means the term of this Lease (including as extended pursuant to valid exercise of an Option).

**Valuer** means a valuer who is a member of the Australian Property Institute Incorporated (NSW Division) or its successor who:

- (1) has at least five (5) years' experience valuing premises of a like nature in the same market; and
- (2) at the time of appointment is both experienced and actively engaged in valuing premises of a like nature to the Premises.

## 1.2 Interpretational rules

### Reference to statutes

A statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.

### Singular includes plural

The singular includes the plural and vice versa.

### Person

The word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association or any government agency.

### Executors, administrators and successors

A particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns.

### Calculation of time

If a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.

### Reference to a group of persons

A group of persons or things is a reference to any two or more of them jointly and to each of them individually.

### Agreement



A reference to any agreement, deed or instrument includes the same as varied, supplemented, novated or replaced from time to time.

#### Gender

A reference to one gender extends and applies to the other and neuter gender.

### **1.3 Landlord's discretion**

Subject always to any express provision to the contrary in this lease every discretion vested in the Landlord:

- (1) is absolute and uncontrolled; and
- (2) may be granted or refused for any reason; or
- (3) may be granted on such conditions as the Landlord thinks fit.

### **1.4 Liability of a party**

Where a party is liable for its acts or omissions under this Lease the reference to that party extends to any person for whom the party is vicariously liable.

## **2. Lease**

### **2.1 Grant of lease**

The Landlord leases the Premises to the Tenant for the Term on the terms set out in this Lease.

### **2.2 Access to Premises**

The Landlord must at all times ensure that the Tenant and its invitees have unobstructed access to the Premises through those areas identified as "public access way" on the plan attached to this Lease.

### **2.3 Intention to be bound**

The parties agree to be bound by the terms of this Lease on and from the Commencement Date, notwithstanding if the Lease has been signed, dated or delivered to the Landlord on or before the Commencement Date.

## **3. Annual Rent**

### **3.1 Payment of Annual Rent**

The Landlord acknowledges receipt of the payment of the Annual Rent for the Term of this Lease, including any Options.

## **4. Security Deposit**

### **4.1 Application of clause**

This clause 4 applies if the Tenant is required to pay the Security Deposit to the Landlord under this lease.



#### 4.2 Payment

- (1) Upon the execution of this Lease, the Tenant must pay to the Landlord, or at its direction the Security Deposit.
- (2) The Tenant indemnifies the Landlord against any Claims, fines or losses made against incurred by the Landlord as a result of the failure of the Tenant to comply with paragraph (1).

#### 4.3 Bank Guarantee

In lieu of payment of the Security Deposit, the Landlord may require, or the Tenant may provide, a Banker's Undertaking and Guarantee (**Bank Guarantee**):

- (1) from such Australian Trading Bank reasonably acceptable to the Landlord in its discretion;
- (2) in a form reasonably acceptable to the Landlord in its discretion; and
- (3) for an amount equivalent to the Security Deposit,

which must:

- (4) be unconditional;
- (5) not contain an expiry date; and
- (6) be in favour of the Landlord.

#### 4.4 Authority to deduct

- (1) The Landlord may, at any time, deduct from the Security Deposit such amounts, costs or expenses paid or incurred by it in respect of the failure of the Tenant to perform any of the Tenant's obligations under this lease.
- (2) If the Tenant has provided a Bank Guarantee under clause 4.3, the Landlord may at any time call on the Bank Guarantee to the extent of such amounts, costs or expenses paid or incurred by it in respect of the failure of the Tenant to perform any of its obligations under this Lease.

#### 4.5 Increase of Security Deposit

The Tenant must pay any additional sum necessary to ensure that at all times during the Term the amount of the Security Deposit, or Bank Guarantee as the case may be, equates to the same proportion of the Security Deposit to the Annual Rent that existed on the Commencement Date, including where such amount is required on account of the Landlord deducting any amount from the Security Deposit under clause 4.4.

---

### 5. Other amounts the Tenant must pay

#### 5.1 Cost of lease

The Tenant must pay the Landlord's costs and disbursements associated with registration of this lease or any document associated with it, including those disbursements incurred in relation to the following:

- (1) registration of this lease at the Land and Property Information Office; and
- (2) any stamp duty payable with respect to this lease



## 5.2 Excess on Landlord's insurance

The Tenant must pay to the Landlord upon demand all extra or excess premiums and other charges (if any) for insurances effected by the Landlord that are payable on account of extra risk caused directly or indirectly by the Tenant's use or occupation of the Premises.

## 5.3 Liability for GST

Any amount payable by the Tenant for a Supply under this lease, unless expressed to be inclusive of GST, is the GST exclusive value of that Supply and the Tenant must pay to the Landlord the GST payable in respect of that Supply in addition to the amount payable by the Tenant for that Supply, upon the Landlord providing a Tax Invoice to the Tenant.

## 5.4 Tenant's Equipment

The Tenant at its cost, must regularly service, maintain, repair, and replace (where necessary) the Tenant's Equipment.

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## 6. Use of Premises

### 6.1 Permissible use

The Tenant must not use, or permit to be used, the whole or any part of the Premises, for any purpose other than the Permitted Use without the prior written consent of the Landlord.

### 6.2 Conduct of business

- (1) The Tenant must carry on its business and use of the Premises:
  - (a) in a proper, competent and professional manner;
  - (b) to the best of the Tenant's ability; and
  - (c) in accordance with best industry practices.

### 6.3 Overloading

- (1) For the purposes of this clause (1) "overload" means:
  - (a) if any load factors have been specified in any plans and specifications for any area forming part of the Premises, any load in excess of those specifications; and
  - (b) in any other case, any load or loads likely, in the reasonable opinion of the Landlord, to cause any cracking or long term deterioration to the flooring of the Premises.
- (2) The Tenant must not overload the floors, any hardstand or other constructed services to the Premises.
- (3) The Tenant must give reasonable notice to the Landlord before bringing any heavy equipment into the Premises without the consent of the Landlord (which will not unreasonably be withheld). The Tenant must not bring into the Premises any heavy equipment:
  - (a) not reasonably necessary for the conduct of the Permitted Use; or
  - (b) that may cause any structural or other damage to the floors, walls or other parts of the Premises.



- (4) The Tenant must, at its cost, promptly repair any damage to the flooring of the Premises due to any acts of the Tenant in contravention of this clause to the satisfaction of the Landlord.

#### **6.4 Overload of electrical supply**

The Tenant must not overload the electrical services to the Premises, otherwise the Tenant will be responsible for the cost of remedying any such overload.

#### **6.5 Use of Appurtenances**

The Tenant must not use the Appurtenances contained in or about the Premises, or permit them to be used, for any purpose other than those for which they were constructed.

#### **6.6 Interference with services**

Other than as expressly set out in this lease, the Tenant must not interfere with the:

- (1) water, gas, electrical, plumbing or other services to; or
- (2) any of the Appurtenances, Air Conditioning Equipment or Fire Equipment contained within or about,

the Premises without the prior written consent of the Landlord.

#### **6.7 Access to equipment**

The Tenant must not in any manner obstruct or hinder access to any Air Conditioning Equipment or Fire Equipment located within the Premises.

#### **6.8 Erection of signs**

The Tenant must not:

- (1) paint, erect, affix or place; or
- (2) permit to be painted, erected, affixed or placed,

any signs notices or advertisements to any part of the exterior of the Premises without the prior written consent of:

- (3) the Landlord and
- (4) any relevant Authority.
- (5)

#### **6.9 Damage to walls**

- (1) The Tenant must ensure that any of the floors, walls, ceilings or other parts of the Premises are not cut, marked, defaced, drilled or damaged, except so far as may be reasonably necessary for the conduct of the Permitted Use.

- (2) On the removal of any item referred to in paragraph (1) from the Premises the Tenant must reinstate, repair and make good any damage caused by the erection or removal of those items to the condition of the Premises prior to said removal.

#### **6.10 Cleaning of Premises**

The Tenant, at its cost, at all times must:



- (1) keep the Premises in a clean and tidy condition;
- (2) not allow any accumulation of useless property or rubbish within or around the Premises; and
- (3) remove and dispose of all waste, sewerage and any other garbage from the Premises.

#### **6.11 Inflammable substances**

- (1) The Tenant must not bring upon or store in the Premises any explosive or inflammable substance or corrosive fluids or chemicals except those which are normally used by the Tenant in the conduct of the Permitted Use.
- (2) Any substances brought upon or stored in the Premises must be stored in a safe manner.

#### **6.12 Conduct voiding insurance**

The Tenant must not at any time do or permit to be done anything whereby any insurances effected by the Landlord in respect of the Building may be rendered void or voidable or (except with the prior written consent of the Landlord) whereby the rate of premium on any such insurances is increased.

#### **6.13 Annoying or injurious conduct**

The Tenant must not carry on, or permit to be carried on, in any part of the Premises any annoying, noxious, offensive or illegal activity or business practice nor do, or permit to be done, in the Premises any act or thing, which may cause a nuisance to any of the adjoining buildings or premises.

#### **6.14 Statutory requirements**

- (1) The Tenant must obtain and maintain all Approvals required for the carrying on of the Permitted Use.
- (2) The failure of the Tenant to obtain any necessary Approval will not relieve the Tenant of its obligations under this lease (except to the extent that the carrying out of any obligation may not be lawfully done by reason of the absence of such Approval).
- (3) The Tenant must comply with any statutes, regulations, ordinances, by-laws, management statements or direction of an Authority so far as they may apply to the Premises or to the Permitted Use (except such of them as may require structural works or additions to the Premises).

#### **6.15 No warranty as to use**

The Landlord does not warrant that the Premises are now or will remain suitable or adequate for the Permitted Use.

#### **6.16 Principal Contractor and WH&S Regulation**

- (1) If any work is to be carried out on the Premises by the Tenant during the Term, including any renewal of this lease or holding over period, which requires the appointment of a Principal Contractor under the *WH&S Regulation*, the Landlord appoints the Tenant as the Principal Contractor in respect of those works and the Tenant accepts that appointment.
- (2) The Landlord authorises the Tenant to exercise such authority of the Landlord as is necessary to ensure that the Tenant can carry out the responsibilities imposed on the Tenant as Principal Contractor under the *WH&S Regulation*.
- (3) The Tenant may propose that another person is appointed as Principal Contractor for specific works in place of the Tenant, subject to the Tenant first obtaining the Landlord's consent.



- (4) The Tenant must ensure that when any work is carried out in the Premises all the requirements of the *WH&S Regulation* and any other laws relating to work health and safety are met.
- (5) The Tenant must consult, co-operate and co-ordinate its activities with the Landlord in connection with the Premises to ensure that the parties at all times comply with *WH&S Law* including, but not limited to, scheduling and participating in regular meetings, maintaining current information on an accident register and conducting regular risk assessment reports of the Premises including taking the views of Tenant's workers into consideration and to take any other steps as agreed between the parties.
- (6) The Landlord will make itself available to the Tenant on a regular basis to discuss any matters related to health and safety at work arising from its obligations in relation to the Premises.
- (7) The Tenant must immediately notify the Landlord of any accident, notifiable incident (being an incident which is notifiable under *WH&S Law*) or injury which occurs on the Premises in connection with the activities at the Premises. The Tenant must take all reasonably practicable steps to safely isolate any dangers from occurring or reoccurring before the Landlord is informed.
- (8) The Tenant undertakes to inform itself of the serious injury or illness and dangerous incident notification obligations. The Tenant undertakes to advise the regulator by the fastest possible means, prior to advising the Landlord in the event that a notifiable incident occurs.

---

## 7. Maintenance and repair of Premises

### 7.1 Acknowledgement

The Tenant acknowledges that the Premises are in substantially good order, repair and condition at the Commencement Date.

### 7.2 General obligation to repair

- (1) Subject to paragraph (2), the Tenant must, at its cost, repair, keep and maintain the Premises in good and substantial repair, order and condition having regard to their condition at the Commencement Date.
- (2) The Tenant is not required to carry out any structural works to the Premises unless those works are necessary because of the acts or omissions of the Tenant (including its agents, employees or invitees) or the nature of the Tenant's use of the Premises.

### 7.3 Interruption of services

Except to the extent prohibited by law, the Landlord is not liable to the Tenant for any loss or damage suffered by the Tenant caused by any malfunction of, failure to function of or interruption to:

- (1) the Air Conditioning Equipment;
- (2) the Fire Equipment;
- (3) the water, gas, electricity or other services to the Building;
- (4) the Landlord's Property;
- (5) the Appurtenances; or
- (6) for the blockage of any sewers, wastes, drains, gutters, downpipes or stormwater drains from any cause whatsoever,



#### 7.4 Notice of damage

The Tenant must promptly advise the Landlord in writing of any damage sustained to, or defect with:

- (1) the whole or any part of the Premises; or
- (2) the Appurtenances within the Premises.

#### 7.5 Inspection by Landlord

The Landlord, at all reasonable times and upon reasonable notice being given to the Tenant, may:

- (1) by itself or its agents and with or without others enter and view the state of repair of the Premises; and
- (2) leave upon the Premises a notice in writing requiring the Tenant to repair any defects or undertake any other works which are the obligation of the Tenant.

#### 7.6 Tenant's Equipment

The Tenant must ensure that:

- (1) the Tenant's Equipment is properly serviced and maintained during the term of this Lease; and
- (2) the use of the Tenant's Equipment does not cause any disruption to the Air Conditioning Equipment, the Fire Equipment or any other utilities or services within the Building.

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### 8. Alterations to Premises

#### 8.1 No alterations without consent

The Tenant must not make any alterations or improvements to the Premises without the prior written consent of the Landlord which consent can be withheld in the discretion of the Landlord.

#### 8.2 Procedures to be followed

The following procedure and conditions apply in the case of any alterations, additions or improvements proposed by the Tenant to the Premises unless waived by the Landlord:

- (1) The Tenant must submit detailed drawings and other specifications of the Tenant's Works (specifications) to the Landlord in order to allow it to make a determination as to whether to grant its consent to those alterations.
- (2) The Landlord, acting reasonably may request the Tenant to alter the specification. The Tenant must comply with any such request.
- (3) If the consent of any Authority is required for the Tenant's Works, as approved by the Landlord, then such consent must be obtained by the Tenant at its cost before any work is commenced. The Landlord must sign or endorse its consent as owner of the Land on any application for such consent.
- (4) The Tenant's Works must be carried out at the cost of the Tenant by contractors who have in force:
  - (a) current public liability policy for an amount of not less than twenty million dollars (\$20,000,000.00); and



- (b) contractors works insurance, in relation to those works and which must note the interest of the Landlord as the owner of the Land.
- (5) The Tenant's Works must be carried out:
  - (a) in a proper and workmanlike manner by appropriately qualified tradesmen; and
  - (b) in accordance with the requirements of any Authority.
- (6) The Tenant must indemnify the Landlord from and against all Claims, costs, losses (including loss of rents) and expenses of every description which the Landlord may suffer or incur in connection with or arising from the Tenant's Works and the specification as approved by the Landlord.

## 9. Reservations

### 9.1 Right of entry

- (1) Subject to paragraph (2), the Tenant must permit the Landlord, with contractors, workmen and others and with all necessary materials, machinery and appliances to enter upon the Premises or to interrupt the services to the Premises for effecting any necessary alterations or repairs which the Landlord is obliged to carry out by law or which the Landlord may wish to carry out in its discretion to ensure the safety and preservation of the Premises.
- (2) The rights of the Landlord under paragraph (1) can only be exercised:
  - (a) in case of an emergency - at any time and without notice to the Tenant; or
  - (b) at any other time that minimises, so far as may be reasonably practicable, any inconvenience or interruption to the conduct of the Permitted Use upon the provision of reasonable notice to the Tenant.

### 9.2 Head lease or other interests

The Tenant must, at all times during the Term, permit any person having any estate or interest in the Premises superior to, or concurrent with, the Landlord to exercise the Landlord's or such other person's powers to:

- (1) enter and view the Premises;
- (2) carry out repairs, renovations, maintenance and other work on the Premises; and
- (3) otherwise exercise or perform their lawful rights or obligations in relation to the Premises.

### 9.3 Benefit of Covenants

- (1) In the event of a person other than the Landlord becoming entitled to receive the Rent either by operation of law or otherwise then such person will have the benefit of Covenants.
- (2) The Tenant must, at the cost of the Landlord, enter into an agreement with such other person referred to in paragraph (1) as the Landlord may reasonably require giving effect to that paragraph.

### 9.4 Easements and Rights

- (a) The Landlord may grant an easement or other right over the Building or the Premises provided that such grant would not:
  - (b) have a substantial adverse impact on the operation of the Permitted Use; or



- (c) have a substantial adverse effect on the Tenant.
- (d) The Tenant must do anything reasonably required by the Landlord in relation to the grant of such easement or other right.

#### **9.5 Conversion of Title and Subdivision**

- (1) The Landlord may convert title to the Building to strata or other title and may subdivide the Building. The Tenant must do anything reasonably required by the Landlord to facilitate such conversion or subdivision and to amend this Lease so that it applies, in a way which is equivalent to the position before such conversion of title or subdivision.

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### **10. Landlord's covenants**

#### **10.1 Quiet Enjoyment**

The Landlord warrants that provided the Tenant observes and performs the terms of this lease, then the Tenant will be entitled to peaceably hold and enjoy the Premises during the Term without any interruption by the Landlord, always subject to the rights of the Landlord under this lease.

#### **10.2 Maintenance of Building**

The Landlord must:

- (1) maintain in a state of good condition and serviceable repair the roof, ceiling and the external walls of the Building and Premises; and
- (2) maintain the connections for the water, gas, electricity or other services to the Premises.

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### **11. Insurances and indemnity**

#### **11.1 Tenant's public liability policy**

The Tenant must maintain a standard policy of public liability insurance for an amount reasonably required by the Landlord (being not less than the sum specified in Item 9 of the CTS).

#### **11.2 Terms of insurance**

The policy of insurance required to be maintained by the Tenant under clause 11.1 must:

- (1) note the interest of the Landlord as an interested party under this lease;
- (2) be maintained at the expense of the Tenant;
- (3) be maintained at all times throughout the Term;
- (4) be held with an insurance company approved in writing by the Landlord (which approval must not be unreasonably refused or withheld); and
- (5) be produced to the Landlord upon request as evidence of the currency of such policy.

#### **11.3 Assumption of risk by Tenant**

The Tenant agrees to occupy and use the Premises at its own risk and the Landlord is not (notwithstanding anything contained or implied in this Lease to the contrary) liable to the Tenant for:

- (1) any damage to any property of or in the possession of the Tenant and contained or in about the Premises;



- (2) any damage which is occasioned:
  - (a) by water, heat, fire, electricity, vermin, explosion, tempest or bursting pipes;
  - (b) by the entry of water from any source whatsoever;
  - (c) by the operation of any Air Conditioning Equipment or Fire Equipment, or
- (3) any loss of profits by the Tenant that result from those matters,

except to the extent the damage or loss arises as a result of the Landlord's negligence, wilful act or omission or default.

#### 11.4 Indemnity by Tenant

- (1) The Tenant must indemnify the Landlord from and against all Claims which the Landlord may sustain or incur or for which the Landlord, and which arise during the Term, may become liable in respect of:
  - (a) **(breach of covenant)**: loss, damage or injury from any cause whatsoever to any property or person within the Land occasioned or contributed to by the failure of the Tenant, or any person claiming through or under the Tenant, to observe or perform any of the Covenants, conditions and restrictions on the part of the Tenant under this lease;
  - (b) **(misuse)**: the negligent use, misuse, waste or abuse by the Tenant, or any person claiming through or under the Tenant, of any water, gas, electricity or other services to the Premises;
  - (c) **(harmful agent)**: the overflow, leakage or escape of water, fire, gas, electricity or any other agent whatsoever in or from the Premises; and
  - (d) **(use of Premises)**: loss, damage or injury from any cause whatsoever to property or any person occurring in the Premises or loss, damage or injury which is caused or contributed to by the use of the Premises by the Tenant, or any person claiming through or under the Tenant.
- (2) The obligation of the Tenant to indemnify the Landlord under this clause does not apply with respect to any loss or damage to the extent caused, or contributed to, by a negligent act or omission or default of the Landlord.

#### 11.5 Condition of Landlord's liability

Notwithstanding anything contained or implied in this lease to the contrary, the Landlord will not, in the case of a remediable breach of this lease of which the Tenant is aware, be in default under this lease unless:

- (1) the Tenant has given notice in writing to the Landlord of the nature and extent of the default; and
- (2) the Landlord has failed, within a reasonable time after receiving such a notice (but no earlier than twenty one (21) days), to take proper steps to rectify the default.

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## 12. Assignments, sub-leases and mortgages

### 12.1 Assignment

- (1) The Tenant must not assign or transfer this lease without the prior written consent of the Landlord.



- (2) The consent of the Landlord under paragraph (1) will not be unreasonably refused or withheld if:
- (a) the Tenant proves to the satisfaction of the Landlord that the Assignee is a respectable and financially responsible person experienced in conducting the Permitted Use;
  - (b) the Tenant pays to the Landlord all reasonable costs, charges and expenses incurred by the Landlord of and incidental to:
    - (i) any enquires which may be made by or on behalf of the Landlord as to the respectability, responsibility, solvency, fitness and suitability of the Assignee;
    - (ii) otherwise relating to the proposed assignment;
    - (iii) any administrative expenses,
  - (c) all Rent and other moneys due or payable as at the date of the Assignment have been paid by the Tenant and the Tenant is not otherwise in default under this lease;
  - (d) the Tenant has entered into a deed in the form required by the Landlord acting reasonably under which the Tenant releases the Landlord from all Claims against the Landlord in respect of, or in any way arising from, this lease; and
  - (e) the Assignee has entered into a deed, in a form required by the Landlord acting reasonably, under which it covenants with the Landlord to observe and perform the terms, Covenants, conditions and restrictions on the part of the Tenant under this lease; and the Assignee provides the Security Deposit to the Landlord.
- (3) Where the Assignee is a corporation (other than a corporation whose shares are listed on any Stock Exchange in Australia) the Landlord may, as a condition of its consent to the Assignment, require that the directors and/or principal shareholders of that corporation enter into a deed:
- (a) in a form required by the Landlord in its discretion; and
  - (b) under which they guarantee the performance by the Assignee of the Covenants.
- (4) The Tenant must pay to the Landlord all costs incurred by the Landlord in relation to the deed required under paragraph (3).

#### 12.2 Procedure on assignment

- (1) If the Tenant wishes to assign this Lease it must follow the procedure set out in this clause 12.2.
- (2) The Tenant must request the Landlord's consent to the Assignment in writing and must furnish with that request:
- (a) information regarding the financial resources, financial standing, and business experience of the Assignee;
  - (b) particulars of the use of the Premises by the Assignee; and
  - (c) any other information reasonably required by the Landlord.
- (3) The Tenant must:
- (a) ensure that all Rent and other monies payable under this Lease are up to date as at the date of the request for assignment;



- (b) ensure that it is not in default under this lease; and
  - (c) procure that it, the Assignee (including the guarantor) complies with clause 13.2 (e), and clause 13.1 (3) and (4).
- (4) The Landlord:
- (a) must deal with the Tenant's request for consent to the Assignment expeditiously;
  - (b) is entitled to require the Tenant to furnish information further to that provided by the Tenant under paragraph (3) that is reasonably necessary to allow the Landlord to determine whether the Assignee is a suitable tenant; and
  - (c) is entitled to withhold its consent to the Assignment in any of the following circumstances:
    - (i) if the Assignee intends to change the use to which the Premises are put;
    - (ii) in the reasonable opinion of the Landlord, the Assignee is not a respectable and financially responsible person;
    - (iii) if the Tenant has failed to comply with the provisions contained in this clause in relation to the Assignment; or
    - (iv) if in the reasonable opinion of the Landlord, the Assignee will be unable to comply with the obligations to be imposed on it under this lease.
- (5) For the purpose of the this clause:
- (a) if the Assignee is a corporation, the business skills of the Assignee include (but are not limited to) the business skills of those of its directors who:
    - (i) have actively participated in the Assignee's business prior to the Assignment;
    - (ii) intend to actively participate in the Assignee's business after the Assignment;
    - (iii) intend to actively participate in the business to be conducted by the Assignee from the Premises, and
  - (b) if the Landlord consents to a change of the Permitted Use by the Assignee, the Assignee's business skills for that use should be compared with the Tenant's relating skills for the Permitted Use.
- (6) If the Tenant has complied with the requirements of this clause, the Landlord must indicate whether it grants or withholds its consent to the Assignment within twenty one (21) days of:
- (a) the Tenant making a request under paragraph (2); or
  - (b) if further details are requested by the Landlord under paragraph (4), the Tenant providing those further details.
- (7) If the Landlord does not comply with paragraph (6) within seven (7) days after receipt of a notice in writing from the Tenant requesting such compliance, it will be taken to have consented to the Assignment.



### 12.3 Corporate ownership

For the purpose of this clause 12 if the Tenant is a corporation whose shares are not listed on any Stock Exchange in Australia then a change in the effective ownership and/or control of the corporation is deemed to be an assignment of this lease.

### 12.4 Subletting

- (1) The Tenant must not sublet, or in any other manner part with possession of the whole or part of the Premises, without the written consent of the Landlord.
- (2) For the purpose of paragraph (1) a request of the Tenant for the consent required under that paragraph must be made pursuant to clause 12.2 as if it were a request for the consent of the Landlord to an Assignment.

### 12.5 Licensees

The Tenant must not permit any person to conduct a business from, or license to a third party, any part of the Premises without the prior written consent of the Landlord.

### 12.6 Mortgaging

The Tenant must not grant any Encumbrance over:

- (1) its estate or interest in this lease; or
- (2) the Tenant's Property,
- (3) without the prior written consent of the Landlord.

## 13. Default of Tenant

### 13.1 Landlord may rectify

- (1) If the Tenant:
  - (a) fails to pay any money required to be paid under this Lease to any person other than the Landlord; or
  - (b) if the Tenant fails to perform any Covenant,
  - (c) then the Landlord may, at its option and as the agent of the Tenant, do all acts and things, including incurring expenses, as may be necessary to rectify the failure of Tenant.
- (2) The full amount of any payments made, or expenses incurred, by the Landlord under paragraph (1) is a liquidated debt due and owing by the Tenant to the Landlord which must be paid by the Tenant to the Landlord on demand.

### 13.2 Interest on late payments

If the Tenant fails to pay any moneys which are payable to the Landlord under this Lease within fourteen (14) days from the due date for payment, then the Tenant must pay to the Landlord interest:

- (1) on so much of those amounts that remain unpaid from the due date or dates for payment until payment is made in full;
- (2) at a rate equal to the sum of the bank bill swap reference rate for 90 day bank bills published in the Australian Financial Review on, or as near as possible to, the due date and 2% per



annum, but if the Australian Financial Review ceases to be published, or ceases to publish the bank bill swap reference rate for 90 day bank bills, an interest rate determined by an officer of a bank nominated by the Landlord as being a rate customarily charged by that bank for business loans is substituted for the bank bill swap reference rate; and

- (3) calculated daily.

### 13.3 Definition of breach

The following matters are breaches of fundamental and essential terms of this Lease:

- (1) Rent in arrears:

If the:

- (a) Rent; or  
(b) any part of any such moneys,

remain unpaid for a period of fourteen (14) days after becoming due for payment regardless of whether any demand for payment of the Tenant has been made or not.

- (2) Failure to pay moneys

If:

- (a) in the case of monies payable by the Tenant on demand, are not paid within fourteen (14) days of the making of a demand for payment; or  
(b) if any other moneys payable by the Tenant to the Landlord are not paid by the due date for payment.

- (3) Failure to effect repairs

If the Tenant:

- (a) does not commence the rectification or repairs required by any notice given under clause (2) within a reasonable time after the giving of such notice; or  
(b) having commenced such rectification or repairs does not complete that work within a reasonable time having regard to their nature and extent.

- (4) Breach of Covenants

If the Landlord gives the Tenant notices that the Tenant has failed to observe, perform or fulfil any of the other terms, Covenants, conditions, obligations and restrictions imposed on the Tenant contained or implied in this lease and the Tenant does not remedy its failure within a reasonable time.

- (5) Liquidation of Company

If the Tenant, becomes subject to an Insolvency Event.

- (6) Execution against lease

If the interest of the Tenant under this lease is attached or taken in execution under any legal process.

- (7) Assign, part with possession



If the Tenant attempts to assign, transfer, part with possession, sublease or grant a licence without the prior consent of the Landlord or otherwise fails to comply with any provision of clause 12.

(8) Use of Premises

If the Tenant uses the Premises for a purpose other than the Permitted Use.

(9) Tenant abandons Premises

If the Tenant vacates or abandons the Premises without the consent of the Landlord.

### 13.4 Forfeiture of Lease

(1) If the Tenant breaches this lease as defined in clause 13.3 the Landlord, at its option, may:

(a) Determination by re-entry

Without giving any prior demand or notice (unless such notice is required by law), and by force if necessary:

- (i) re-enter and take possession of;
- (ii) eject the Tenant and all other persons from; and
- (iii) repossess and enjoy,

the whole or any part of the Premises in which case this lease will be determined.

(b) Determination by notice

By notice in writing to the Tenant determine this lease.

(c) Conversion to monthly tenancy

By notice in writing to the Tenant convert the unexpired portion of the Term into a tenancy from month to month in which case:

- (i) this lease will be determined upon the service of such notice;
- (ii) the Tenant will thereafter hold the Premises as a tenant on a month to month basis;
- (iii) such tenancy may be determined by:
  - (iv) the Tenant giving the Landlord three (3) months' notice in writing; or
  - (v) the Landlord giving the Tenant one (1) months' notice writing,
- (vi) the rent payable by the Tenant will be a monthly rent equal to the monthly instalments on account of the Rent payable at the date of service of the notice (such rent being payable monthly in advance); and
- (vii) apart from the above, on the terms and conditions of this lease so far as they can be applied to a monthly tenancy.



### 13.5 Tender after determination

- (1) Any moneys tendered by the Tenant after the determination of this lease and accepted by the Landlord may be, or in the absence of any express direction by the Tenant or allocation by the Landlord must be, applied:
  - (a) firstly on account of the Landlord's costs of re-entry under clause 13.4; and
  - (b) secondly on account of any Rent and other moneys due under this lease but unpaid at the Date of Determination.
- (2) The acceptance of moneys by the Landlord does not constitute a waiver of the Tenant's continuing obligation to pay the Rent during the Term.

### 13.6 Damages for breach

- (1) If the Landlord determines this lease by reason of the default of the Tenant, the Tenant must pay to the Landlord upon demand by way of damages for loss the amount (if any) by which the rent due to have been paid between the Date of Determination and the Expiry Date exceeds the rent actually received, or likely to be received, from any other tenant to whom the Premises are re-let or may be re-let during such period.
- (2) If by the time of the hearing of any proceedings to recover the damages referred to in paragraph (1) the Premises have not been re-let the onus of proving that the Premises are likely to be re-let, and the amount of rent likely to be received for the Premises will be upon the person alleging it.
- (3) For the purpose of this clause the expression 'rent' includes moneys in the nature of rent, as well as other moneys payable by the Tenant in consideration for the right to occupy the Premises.
- (4) The provisions of this clause are in addition to and do not prejudice any rights which the Landlord may have against the Tenant at common law.

### 13.7 Damages

- (1) If the Tenant's conduct (whether acts or omissions) constitutes:
  - (a) a repudiation of (or of the Tenant's obligations under) this lease; or
  - (b) constitutes a breach of any Covenant,

the Landlord may terminate this lease on the basis of the Tenant's repudiation and the Tenant must compensate the Landlord for the loss or damage suffered by reason of that repudiation or breach.
- (2) The Landlord's entitlement to recover damages is not affected or limited by any one or more of the following:
  - (a) if the Tenant abandons or vacates the Premises;
  - (b) if the Landlord elects to either re-enter the Premises or determines this lease;
  - (c) if the Landlord accepts the Tenant's repudiation; or
  - (d) if the parties conduct constitutes a surrender of this lease by operation of law.
- (3) The Landlord is entitled to institute legal proceedings claiming damages against the Tenant in respect of the entire Term, including the periods:



- (a) before and after the Tenant vacates the Premises;
- (b) before and after the abandonment, termination, determination or repudiation of this lease; and
- (c) before or after the acceptance of any repudiation or surrender of the lease by operation of law,

regardless of whether the proceedings are instituted either before or after such conduct.

### 13.8 Landlord's self help

- (1) If the Tenant does not perform any of its obligations under this Lease after 14 days written notice by the Landlord to the Tenant (or any lesser period if required by Law or in the case of emergency), then the Landlord may (but is not obliged to) remedy the breach.
- (2) The Tenant must pay or reimburse the Landlord on written demand its costs and expenses incurred in connection with remedying the relevant breach in accordance with paragraph (1).

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## 14. Determination of Term

### 14.1 Yielding up and make good

- (1) Unless the Tenant has exercised an option to renew this lease, at the expiration or sooner determination of the Term, the Tenant, and its cost, must:
  - (a) yield up vacant possession of the Premises in a clean and tidy state;
  - (b) return to the Landlord all keys, access cards and other security devices to the Premises; and
  - (c) remove any fixtures or fittings installed by or on behalf of the Tenant, if required to do so by the Landlord, otherwise all such fixtures and fittings are to remain in the Building and become the property of the Landlord

**(Make Good Works).**

### 14.2 Holding over

If the Tenant remains in occupation of the Premises after the expiration of the Term with the consent of the Landlord the Tenant will (in the absence of any express agreement in writing to the contrary) be deemed to hold the Premises as a tenant from month to month in which case:

- (1) such tenancy may be determined by either party for any reason whatsoever upon giving one (1) months' notice to the other;
- (2) the rent payable by the Tenant will be a monthly rent equal to the monthly instalments on account of the Rent payable at the Expiry Date (such rent being payable monthly in advance);
- (3) apart from the above, on the terms and conditions of this lease so far as they can be applied to a monthly tenancy.

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## 15. Option for renewal

### 15.1 Application of Clause

This clause 15 applies if this lease contains an option to renew as set out in Item 11 of the CTS.



### 15.2 Grant of Option

Subject to this clause 15, the Landlord grants and the Tenant accepts an option to renew this lease:

- (1) commencing on the day after the Expiry Date; and
- (2) for the period set out in Item 11 of the CTS.

### 15.3 Exercise of Option

Unless the Tenant serves on the Landlord written notice that it does not exercise the Option during the period not less than three (3) months and not more than six (6) months prior to the Expiry Date, the Option is automatically exercised by the Tenant on the Expiry Date.

### 15.4 Further Lease

- (1) If the Option is exercised the Landlord and Tenant must enter into the Further Lease within one (1) month after the later of the exercise of the Option by the Tenant and the Expiry Date.
- (2) The terms of the Further Lease must be identical to the terms of this lease except that:
  - (a) the Further Lease will not contain an option to renew, unless stipulated in Item 11 of the CTS;
  - (b) The period in Item 4 of the CTS is amended to refer to the term of the Further Lease; and
  - (c) the dates set out in Items 5 and 6 of the CTS are amended to reflect the term of the Further Lease.

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## 16. Personal Property Securities Act 2009 (Cth)

- (1) The Tenant must notify the Landlord on or before the Commencing Date if the Tenant's Property or any other personal property of the Tenant relevant to this Lease is subject to a Security Interest.
- (2) The Tenant agrees not to create a Security Interest in favour of a third party in respect of the Tenant's Property or any other personal property of the Tenant relevant to this Lease except with the prior written consent of the Landlord, such consent not to be unreasonably withheld.
- (3) The Tenant:
  - (a) acknowledges that the grant of this lease also constitutes the grant of a Security Interest in the Landlord's PPS Items in favour of the Landlord, which interest the Landlord is entitled to register under the *PPS Act*;
  - (b) must do all things required by the Landlord from time to time (including, without limitation, signing any documents required by the Landlord) to enable the Landlord to register its above Security Interests under the *PPS Act*;
  - (c) warrants that it has not created a Security Interest in respect of any Landlord's PPS Items on or prior to execution of this Lease; and
  - (d) must indemnify the Landlord against all claims, damages or loss incurred by the Landlord as a consequence of any breach by the Tenant of this clause.



## 17. Guarantee

### 17.1 Application of Clause

This clause 16 applies if at least one (1) Guarantor is named in Item 13 of the CTS.

### 17.2 Guarantee

The Guarantor guarantees to the Landlord:

- (1) the payment of all moneys covenanted or agreed to be paid by the Tenant under this lease; and
- (2) the performance and observance by the Tenant of all the Covenants, terms, provisions and conditions contained or implied in this lease required to be performed, observed and fulfilled by the Tenant.

### 17.3 Indemnity

The Guarantor indemnifies the Landlord, and agrees at all times to keep the Landlord indemnified, from and against all Claims, costs, losses and expenses which the Landlord may suffer or incur consequent upon, or arising directly or indirectly out of, any breach or non-observance by the Tenant of any of the Covenants, terms, provisions or conditions contained or implied in this Lease which are required to be performed or observed by the Tenant.

### 17.4 Liability of Guarantor

- (1) The guarantee and indemnity set out in clauses 17.2 and 17.3 (**Guarantee**) will not be affected by the occurrence of any of the following events:
  - (a) any other person or corporation joining in guaranteeing the Tenant's performance of its obligations under this lease;
  - (b) the Tenant, being a company, being wound up or passing a resolution for its liquidation or entering into any composition or arrangement with its creditors or by the appointment by the receiver, provisional liquidator or official manager;
  - (c) if the Tenant, being a person, is declared bankrupt or enters into a scheme of arrangement with their creditors;
  - (d) the granting of time, credit or any concession to the Tenant by the Landlord;
  - (e) the granting of any compromise, release, abandonment, waiver, variation or relinquishment of any rights of the Landlord against the Tenant;
  - (f) any neglect, delay, acts or omissions on the part of the Landlord in relation to the enforcement of its rights;
  - (g) any variation of the Tenant's obligations under this Lease;
  - (h) the Landlord exercising any of its rights under this Lease including its rights of re-entry;
  - (i) the absence of any notice to the Guarantor of default by the Tenant in respect of this Lease;
  - (j) any variation, with or without the consent or knowledge of the Guarantor, of any of the terms of this Lease; and/or



- (k) any other act, matter or thing which, but for this provision, might operate to affect the liability of the Guarantor or exonerate it from liability under the Guarantee and/or Indemnity.
- (2) The liability of the Guarantor will not be affected by any claim or right to set-off or cross-action which the Tenant may have or claim to have against the Landlord on any account nor will the Guarantor be entitled to set-off against the Landlord.

#### 17.5 Continuing Guarantee

The Guarantee:

- (1) is irrevocable;
- (2) will remain in full force and effect notwithstanding the termination or transfer of this Lease until all obligations of the Tenant under this Lease have been performed, observed or discharged in full;
- (3) applies even if this Lease is not registered;
- (4) applies even if any obligation of the Tenant is an equitable one; and
- (5) applies even if this Lease is extended by legislation.

#### 17.6 Acknowledgement and warranty of Guarantor

- (1) The Guarantor acknowledges that:
  - (a) the execution of this Lease by the Tenant results in benefit to the Guarantor; and
  - (b) as a consequence of paragraph (a), the Guarantor provides the Guarantee.
- (2) The Guarantor warrants to the Landlord, by execution of this lease, that the Guarantor has:
  - (a) obtained separate independent legal advice in relation to the terms of this lease and had explained to them the consequence of any default in the performance of the obligations of the Tenant under this lease; or
  - (b) had the opportunity to obtain independent legal advice in relation to the terms of this Lease and not obtained such advice because they understand fully the obligations imposed on them under this lease.

#### 17.7 Liquidation of Tenant

- (1) In the event of the liquidation of the Tenant, the Guarantor must not prove in any such liquidation in competition with the Landlord and the Guarantor irrevocably authorises the Landlord to prove as the attorney of the Guarantor for all moneys which the Guarantor may have paid on behalf of the Tenant and to retain and carry to a suspense account and appropriate at the discretion of the Landlord any amounts so received until the Landlord has been paid one hundred cents in the dollar for the indebtedness of the Tenant or the Guarantor as the case may be.
- (2) The Guarantor waives in favour of the Landlord all rights which the Guarantor at any time may have against the Landlord, the Tenant or any other persons estate or assets so far as is necessary to give effect to this clause.

#### 17.8 Liability of Guarantors

Where there are two (2) or more Guarantors of this lease, the liability of those Guarantors is joint and several.



## 18. General provisions

### 18.1 Payment of rent and other monies

All Rent and other moneys payable by the Tenant to the Landlord under this Lease must be paid without any deduction:

- (1) to any person and in any manner as the Landlord may direct; or
- (2) in the absence of any such direction to the Landlord directly by way of cleared funds.

### 18.2 Notice

- (1) Any written invoice, notice or demand required to be given to a party may, without prejudice to any other mode of delivery:
  - (a) be left at the Premises in the case of a notice given to the Tenant;
  - (b) be forwarded by prepaid mail to the registered office of a party;
  - (c) be forwarded by prepaid mail to the last known business address of a party; or
  - (d) be served pursuant to s170 of the *Conveyancing Act 1919* (NSW).
- (2) Any notice or demand sent by post under paragraph (1) will be deemed to have been given (whether received or not and if received whenever received) on the second business day next following the day on which the notice or demand was posted.

### 18.3 Representations

- (1) Each party acknowledges that it enters into this Lease relying entirely upon its own investigations, inspections and judgment and not upon any representations which may have been made to it by or on behalf of the other party.
- (2) This Lease is only subject to those conditions or warranties that are specifically stated in this Lease.
- (3) This Lease and the Agreement for Lease contain the whole of the agreement between the parties in relation to the Tenant's use and occupation of the Premises.

### 18.4 Obligations construed as covenants

All obligations of the Tenant in this Lease are separate and independent covenants in favour of the Landlord.

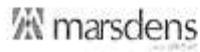
### 18.5 Duration of Covenants

The Covenants continue:

- (1) throughout the Term; and
- (2) to have effect after this Lease comes to an end through effluxion of time or otherwise.

### 18.6 Severability

- (1) Any provision of this Lease which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid or enforceable.



- (2) If any such provision is not capable of being read down then it is to be severed from this Lease to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Lease or affecting the validity or enforceability of that provision in any other jurisdiction. If any term, covenant or condition of this Lease its application to any person or circumstance will be or become invalid or unenforceable the remaining terms, covenants and conditions will not be affected.

**18.7 Implied covenants**

The covenants implied by law (statutory or otherwise) are modified (where so permitted) as provided in this Lease.

**18.8 Tenants jointly and severally bound**

Where two or more persons are Tenants of the Premises they are jointly and severally bound by the Covenants.





**EXECUTION BY LESSOR**

The seal of CAMDEN COUNCIL was hereunto affixed in the presence of authorised officers of the Council who certify this dealing to be correct for the purposes of the Real Property Act 1900.

Council's seal:

Signature of authorised officer:

Signature of authorised officer:

Name of authorised officer:

Name of authorised officer:

Position of authorised officer:

Position of authorised officer:

**Appendix: Summary of Budget Review Variations Greater Than \$15,000**  
 September Review of the 2017/18 Budget

1) Proposed Budget Variations				Legend:
Proposed variations to the 2017/18 Budget based on income received and expenditure payments to date are as follows:				Expense Reduction - Positive figures, Expense Increase (Negative figures), Income Increase - Positive figures, Income Reduction (Negative figures)
Expense	Change in Vote Income	Totals	Description	Comments
	650,000	650,000	Rates and Charges income	Supplementary rate income is received upon the rezoning or subdivision of land. It is additional rate income to the amount levied at the beginning of the financial year. The increase in rate income realised during the first quarter of 2017/18 is primarily due to new lots created through subdivisions in the Spring Farm, Orian Park, Gregory Hills and Leppington land release areas.
	233,869	233,869	Corporals Management - Financial Assistance Grant	Council's grant is \$233,869 higher than the anticipated budget. One of the indicators for calculating this grant is population growth compared to other councils. As a result of rapid growth in the LGA, Council now receives a larger proportion of the total funding allocated to Local Government.
	30,000	30,000	\$149 Certificate Fee Income	Additional income has been realised for Section 149 Certificates in 2017/18. This is primarily a result of growth through development.
(600,000)		(600,000)	Transfer to Working Funds Reserve	As part of the adoption of the 2017/18 - 2020/21 Delivery Program Council resolved to use future funding from quarterly budget reviews as a funding source for the major projects to be delivered in the 2017/18 - 2020/21 Delivery Program. It was estimated that \$600,000 could be funded from each quarterly budget review from September 2017 to March 2021. This would provide up to \$7.5 million in funding. The funding required from quarterly budget reviews over the next four years is a conservative \$5.7 million, which provides a contingency should a budget review not realise \$500,000 over the nominated period. It is proposed to transfer \$500,000 from the September 2017 Quarterly Budget Review to the Working Funds Reserve for this purpose including the amount transferred at the 2016/17 year-end budget review this will result in a total of \$1 million being transferred to reserve to fund future expenditure in the 2017/18 - 2020/21 major capital works program.
310,000		310,000	Orian Park Administration Building	A further review of the Orian Park Administration Centre budget has identified further savings that could be allocated to reserve or other projects. This now brings the savings realised from this project to \$3.47 million. Council resolved to transfer any savings from the Administration Centre project to the Capital Works Reserve at its Ordinary Meeting on 9 August 2018. In keeping with Council's resolution 9 August 2018 it is recommended that the additional savings of \$310,000 be transferred to the Capital Works Reserve.
(100,000)		(100,000)	Corporate Staffing Requirements	Due to continued growth and the need to meet an ever increasing service demand funding is required for the employment of 2 additional staff. This staff will be employed in the Statutory Planning area in response to our expanding need to process development applications whilst maintaining both speed of service and accuracy of information.
(60,000)		(60,000)	Community Engagement Events	Council allocated \$60,000 to new events in 2018/17 on a trial basis. The two new events Date Night and Bounce Town were very well received by the community, as a result of the success of these two events it is recommended that this allocation be made re-current from and including the 2017/18 budget.

**Appendix: Summary of Budget Review Variations Greater Than \$15,000  
September Review of the 2017/18 Budget**

Change in Vars				Totals		Description	Comments
Expense	Income						
(50,000)			(50,000)		Independent Housing Assessment Panel Establishment	The NSW State Government recently introduced legislation to require the establishment of Independent Hearing Assessment Panels (IHAPs) to determine development applications of high value, complex risk, sensitivity or strategic importance. IHAPs must be in place by 1 March 2018. Councils will be responsible for meeting the operating costs of the panel, including sitting fees for members and the provision of staff and facilities to enable the panel to exercise its functions. The Department of Planning estimates the annual operating costs of IHAPs to be approximately \$100,000 per year. This review proposes a set allocation of \$50,000 in 2017/18 and a recurrent allocation of \$100,000 from and including the 2018/19 Budget. This budget allocation will be reviewed annually.	
(25,000)			(25,000)		Youth Art - Participation	Council allocated \$25,000 to Youth Art Participation in 2016/17 on a trial basis. The Artwork on Community Buildings proved to be very successful. It is recommended that the allocation be made recurrent from and including the 2017/18 budget.	
(14,700)	14,000		(700)		Variations under \$15,000		
<b>(469,700)</b>	<b>927,869</b>		<b>-468,169</b>		<b>Surplus / (Deficit) Proposed Budget Variations 2017/18</b>		
<b>(469,700)</b>	<b>927,869</b>		<b>-468,169</b>		<b>Surplus / (Deficit) - Net Impact of Variations 2017/18</b>		

\* It should be noted where net increases or reductions have been shown within the main Council Report the income and expenditure column will not reconcile, as the two are separated within this attachment.

**Appendix: Summary of Budget Review Variations Greater Than \$15,000  
September Review of the 2017/18 Budget**

Change in Vols		Totals	Description	Comments
Expense	Income			
<b>2) Council Approved Budget Variations</b>				
<b>Since adopting the 2017/18 Budget, Council has authorised the following changes to the budget:</b>				
(2,000)	2,000		Funding for refurbishment of the PSL Memorial Garden from the Premier's Miscellaneous Grant Fund	Council Resolution - 173/17, 8/9/2017
(109,934)	109,934		Funding for Better Waste and Recycling Grant 2017-2021	Council Resolution - 214/17, 26/9/2017
(40,000)	20,000		Funding towards Shared Path Signage and Unimaking from Roads and Maritime Services as part of Active Transport, Local Government Road Safety and safer roads program	
	20,000		Capital Works Reserve - Transfer from Reserves	
(13,500)	13,500		Funding for projects under the Local Government Road Safety Program from Roads and Maritime Services as part of Active Transport, Local Government Road Safety	Council Resolution - 219/17, 26/9/2017
(65,000)	65,000		Funding towards the reconstruction of the Welling Drive / Waverworth Drive / Hemmatta Drive Roundabout from Roads and Maritime Services as part of Active Transport, Local Government Road Safety	
(7,000)	7,000		Funding for Grandparents Day from NSW Family and Community Services	Council Resolution - 221/17, 26/9/2017
(20,000)		(20,000)	Camden Civic Centre Improving Utilisation - Funding is required to purchase and implement a modern booking and event management system for the Civic Centre	Council Resolution - 245/17, 10/10/2017
(50,000)		(50,000)	Camden Civic Centre Improving Utilisation - Funding required for concept design options on refurbishment of the Undercroft Area	Council Resolution - 245/17, 10/10/2017
(307,434)	237,434	(70,000)	<b>Surplus / (Deficit) - Proposed Budget Variations September 2017/18 Review</b>	
(307,434)	237,434	(70,000)	<b>Surplus / (Deficit) - Council Approved Variations 2017/18</b>	

**Appendix: Summary of Budget Review Variations Greater Than \$15,000  
September Review of the 2017/18 Budget**

Expense		Change in Vots		Totals		Description		Comments	
		Income		Income					
		+	-	+	-				
<b>3) Contra Adjustments</b>									
Contra adjustments that have a Nil impact on Council's Budget									
170,000							Oran Park Administration Building		
140,000							Civic Plaza		
	(310,000)						Oran Park Administration Building - Transfer from Reserve		
24,000							Mickala Art Gallery Operational Costs		
(20,000)							Mickala Art Gallery Salaries		
(400,000)		49,000					Additional Resource - Domestic Waste Management		
		9,000,000					Domestic Waste Management - Transfer from Reserve		
19,000,000							Section 94 Developer Contributions		
							Section 94 Developer Contributions - Transfer to Reserve		
		280,000					Section 94 Developer Contributions - Interest on Investments		
							Section 94 Developer Contributions - Transfer to Reserve		
(294,000)							Council Booking System		
		204,720					Information Technology - Transfer from Reserve		
		69,760					Domestic Waste Management - Transfer from Reserve		
		20,000					Civic Centre Budget		
(9,313,480)		9,313,480					<b>September 2017/18 Contra Adjustments</b>		
(9,313,480)		9,313,480					<b>Total Contra Variations 2017/18</b>		

**Legend:**  
**Expense Reduction** - Positive figures, **Expense Increase** (Negative figures)  
**Income Increase** - Positive figures, **Income Reduction** (Negative figures)

A final review of the Oran Park Administration Centre budget has identified further savings that could be allocated to reserve or other projects. This now brings the savings reallocated from the project to \$3.41 million. Council resolved to transfer any savings from the Administration Centre project to the Capital Works Reserve at its Ordinary Meeting on 9 August 2016. In keeping with Council's resolution 9 August 2016 it is recommended that the additional savings of \$310,000 be transferred to the Capital Works Reserve.

Additional operational funding required for the initial set up and for the opening, offset by salaries savings.

Forward funding of the Waste Education Officer Position that was proposed in the 2018/19 Waste Management Budget and in the 2017/18 - 2020/21 Delivery Program.

The balance of Council's Section 94 reserves has increased as a result of higher than anticipated Section 94 cash contributions.

The balance of Council's Section 64 reserves has increased as a result of additional interest on investments.

As discussed at a Councilor workshop 21 November 2017 there is an immediate need to commence the implementation of a new booking system. The cost to implement the new system is \$294,000, it is proposed to fund the capital cost from Council's IT Reserve (\$204,720) and the balance from the Waste Reserve (\$89,280) and Civic Centre budget (\$20,000). A re-current budget allocation will also be required from 2018/19 for support and maintenance of \$51,070. This is to be funded in part from general fund (\$41,770) and waste services (\$9,240). Support and maintenance is included in the first year's capital costs. The appropriate resolutions are provided at the end of this report.

**Appendix: Summary of Budget Review Variations Greater Than \$15,000  
September Review of the 2017/18 Budget**

Change in Vols		Totals	Description	Comments
Expense	Income			
<b>Reconciliation to 'September Review of the 2017/18 Budget'</b>				
2016/17 Carried Forward Working Funds Balance	1,000,000			
2017/18 Adopted Budget Surplus	0			
Available Working Funds 01/07/17	1,000,000			
Less:				
Minimum Desired Level	(1,000,000)			
Total Funds Available	0		<b>Total Available Working Funds as at 01/07/2017</b>	
September Review	458,169		Significant Budget Variations:	
	(770,000)		Council Approved Variations:	
	0		Budget Control Variations:	
	588,169		<b>Sub Total - September Review Variations</b>	
	588,169		<b>Total Available Working Funds as at 30/09/2017</b>	



# Camden Council

## Quarterly Budget Review Statement

For the period ending 30 September 2017

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7. Annual Code of Conduct Report

Camden Council  
Income & Expenses Budget Review StatementQuarterly Budget Review Statement  
for the period 01/07/17 to 30/09/17Budget review for the quarter ended 30 September 2017  
Income & Expenses Review

	Original Budget 2017/18	Approved Changes		Revised Budget 2017/18	Variations for this Sep Qtr	Notes	Projected Year End Result
		Revotes	Other than by QBRs				
<b>Operating Income</b>							
Actively Managing Camden's Growth	18,869,100	-	-	18,869,100	30,000	1	18,899,100
Healthy Urban and Natural Environment	93,560,985	-	-	93,560,985	-		93,560,985
A Prosperous Economy	-	-	-	-	-		-
Effective and Sustainable Transport	88,036,600	-	-	88,036,600	-		88,036,600
An Enriched and Connected Community	7,352,850	-	-	7,352,850	-		7,352,850
Strong Local Leadership	58,694,100	-	-	58,694,100	897,869	2	59,591,969
	<b>266,513,635</b>	-	-	<b>266,513,635</b>	<b>927,869</b>		<b>267,441,504</b>
<b>Operating Expenses</b>							
Actively Managing Camden's Growth	11,792,800	813,462	-	12,606,262	229,000	3	12,835,262
Healthy Urban and Natural Environment	26,783,361	1,209,617	-	27,992,978	-		27,992,978
A Prosperous Economy	240,400	161,221	-	401,621	-		401,621
Effective and Sustainable Transport	17,633,000	-	-	17,633,000	-		17,633,000
An Enriched and Connected Community	11,800,765	156,699	-	11,957,464	155,000	4	12,112,464
Strong Local Leadership	28,013,460	1,594,929	-	29,608,389	14,700	5	29,623,089
	<b>96,263,786</b>	<b>3,935,928</b>	-	<b>100,199,714</b>	<b>398,700</b>		<b>100,598,414</b>
<b>Net Operating Surplus / (Deficit)</b>	<b>170,249,849</b>	<b>(3,935,928)</b>	-	<b>166,313,921</b>	<b>529,169</b>		<b>166,843,090</b>
<b>Add:</b>							
Non Cash Funded Depreciation	16,071,200	-	-	16,071,200	-		16,071,200
Funds from the Sale of Assets	535,000	-	-	535,000	-		535,000
Loan Borrowings	-	-	-	-	-		-
Transfer from Restricted Assets	19,517,210	3,935,928	-	23,453,138	343,480		23,796,618
	<b>36,123,410</b>	<b>3,935,928</b>	-	<b>40,059,338</b>	<b>343,480</b>		<b>40,402,818</b>
<b>Less:</b>							
Capital Purchases & Acquisitions	185,544,900	-	-	185,544,900	(15,520)		185,529,380
Borrowing Expense (Principal)	3,796,091	-	-	3,796,091	-		3,796,091
Transfer to Restricted Assets	17,032,268	-	-	17,032,268	500,000		17,532,268
Proposed - Transfer to Restricted Assets	-	-	-	-	-		-
	<b>206,373,259</b>	-	-	<b>206,373,259</b>	<b>484,480</b>		<b>206,857,739</b>
<b>Net Budget Position Surplus / (Deficit)</b>	<b>-</b>	<b>-</b>	-	<b>-</b>	<b>388,169</b>		<b>388,169</b>

This statement forms part of Council's Quarterly Budget Review Statement (QBRs) for the quarter ended 30/09/2017 and should be read in conjunction with the total QBRs report.

Camden Council  
Income & Expenses Budget Review Statement

Quarterly Budget Review Statement  
for the period 01/07/17 to 30/09/17

Budget review for the quarter ended 30 September 2017  
Recommended changes to revised budget

Budget Variations being recommended include the following material items (Greater than \$15,000):

Notes	Movement	Description
1	30,000	<b>Actively Managing Camden's Growth - Increase in Income</b> This adjustment relates to an increase in income as a result of; additional Section 149 Certificate income due to ongoing housing development (\$30k).
2	897,869	<b>Strong Local Leadership - Increase in Income</b> Adjustments to income relate to; additional rating income (\$650K) and an adjustment was also required for additional financial assistance grant entitlements for 2016/17 (\$234K). A number of minor adjustments have also been required which have increased income forecasts (\$14K).
3	229,000	<b>Actively Managing Camden's Growth - Increase in Expense</b> Due to the continued increase in development activity funding is required for the employment of 2 additional positions in the Statutory Planning Unit (\$130k) and the employment of an additional Waste Officer in the Waste and Compliance Unit (\$49K) and the establishment of an independent
4	155,000	<b>An Enriched and Connected Community - Increase in Expense</b> This is funding for additional community events (\$60k), Youth Art Participation Program (\$25k), a new booking system at the Camden Civic Centre (\$20k) and designs options of the refurbishment of the undercroft at the Camden Civic Centre (\$50k).
5	14,700	<b>Strong Local Leadership - Increase in Expense</b> A number of minor adjustments have also been required which have increased expenditure forecasts (\$14.7K).

This statement forms part of Council's Quarterly Budget Review Statement (QBRs) for the quarter ended 30/09/2017 and should be read in conjunction with the total QBRs report.

Camden Council  
Capital Budget Review StatementQuarterly Budget Review Statement  
for the period 01/07/17 to 30/09/17Budget review for the quarter ended 30 September 2017  
Capital Expenditure Review

	Original Budget 2017/18	Approved Changes		Revised Budget 2017/18	Variations for this Sep Qtr	Notes	Projected Year End Result
		Revotes	Other than by QBRs				
<b>Capital Expenditure</b>							
<b>New Assets (Council Delivery)</b>							
Transport & Road Infrastructure	5,527,000	12,012,488	-	17,539,488	-	-	17,539,488
Community Facilities	2,250,900	5,312,958	-	7,563,858	-	-	7,563,858
Parks & Recreation	2,631,100	6,058,730	-	8,689,830	-	-	8,689,830
Stormwater & Drainage	100,000	351,117	-	451,117	-	-	451,117
Council Properties	700,000	1,016,915	-	1,716,915	(310,000)	-	1,406,915
Plant & Equipment	130,000	990,000	-	1,120,000	-	-	1,120,000
Other	-	88,162	-	88,162	-	-	88,162
<b>New Assets (Works In Kind)</b>							
Transport & Road Infrastructure	61,094,000	-	-	61,094,000	-	-	61,094,000
Recreation & Community Facilities	52,468,000	-	-	52,468,000	-	-	52,468,000
Stormwater & Drainage	47,283,000	-	-	47,283,000	-	-	47,283,000
<b>Asset Renewal (Replacement)</b>							
Transport & Road Infrastructure	7,670,800	2,413,436	-	10,084,236	-	-	10,084,236
Community Facilities	235,000	916,147	-	1,151,147	-	-	1,151,147
Parks & Recreation	562,000	347,460	-	909,460	-	-	909,460
Stormwater & Drainage	73,000	43,766	-	116,766	-	-	116,766
Council Properties	28,000	194,392	-	222,392	-	-	222,392
Plant & Equipment	4,041,600	2,837,427	-	6,879,027	-	-	6,879,027
Information Technology Upgrades	652,000	965,628	-	1,617,628	294,480	-	1,912,108
Other	-	-	-	-	-	-	-
<b>Total Capital Expenditure</b>	<b>185,446,400</b>	<b>33,548,626</b>	<b>-</b>	<b>218,995,026</b>	<b>(15,520)</b>		<b>218,979,506</b>
<b>Capital Funding</b>							
Rates & Other Untied Funding	4,993,000	-	-	4,993,000	-	-	4,993,000
Capital Grants & Contributions	9,964,800	21,422,755	-	31,387,555	-	-	31,387,555
Reserves:							
External Restrictions	2,540,100	2,373,766	-	4,913,866	69,760	-	4,983,626
Internal Restrictions	7,103,500	7,999,082	-	15,102,582	204,720	-	15,307,302
S94 Works in Kind Income (Non Cash)	95,228,000	-	-	95,228,000	-	-	95,228,000
Infrastructure Dedicated under s80A	65,617,000	-	-	65,617,000	-	-	65,617,000
New Loans	-	-	-	-	-	-	-
Receipts from Sale of Assets							
Plant & Equipment	-	-	-	-	-	-	-
Land & Buildings	-	-	-	-	-	-	-
Other Funding	-	1,753,023	-	1,753,023	(290,000)	-	1,463,023
<b>Total Capital Funding</b>	<b>185,446,400</b>	<b>33,548,626</b>	<b>-</b>	<b>218,995,026</b>	<b>(15,520)</b>		<b>218,979,506</b>
<b>Net Capital Funding</b>							

This statement forms part of Council's Quarterly Budget Review Statement (QBRs) for the quarter ended 30/09/2017 and should be read in conjunction with the total QBRs report.

Camden Council  
Capital Budget Review Statement

Quarterly Budget Review Statement  
for the period 01/07/17 to 30/09/17

Budget review for the quarter ended 30 September 2017  
Recommended changes to revised budget

Budget Variations being recommended include the following material items (Greater than \$15,000):

Notes	Movement	Description
1	{310,000}	Council Properties (New Assets) - Decrease in Expense Final savings of \$310,000 has been identified for the construction of the administration building at Oran Park, the funds are to be transferred to the Capital Works Reserve.
2	294,480	Information Technology Upgrades (New Assets) - Increase in Expense Funding for a new corporate wide integrated Booking System (\$294,480).

This statement forms part of Council's Quarterly Budget Review Statement (QBRs) for the quarter ended 30/09/2017 and should be read in conjunction with the total QBRs report.

Camden Council  
Cash & Investments Budget Review Statement

Quarterly Budget Review Statement  
for the period 01/07/17 to 30/09/17

Projected Year End Cash Position ending 30 June 2018  
Cash & Investments Review

	Open Balance 1/07/2017	Approved Changes		Revised Budget	Variations for this Sep. Qtr	Notes	Projected Year End Result
		Revotes	Other than by QBRs				
<b>Externally Restricted</b>							
Section 94 Developer Contributions	43,848,490	(12,297,179)	-	31,551,311	9,280,000	1	40,831,311
Infrastructure Loan (Lodges Road)	3,408,307	-	-	3,408,307	-	-	3,408,307
Domestic Waste Management	8,505,128	(2,330,000)	-	6,175,128	(69,760)	2	6,105,368
Specific Purpose Grants	900,611	(900,611)	-	-	-	-	-
Stormwater Management Levy	99,490	(43,766)	-	55,724	-	-	55,724
Other Restricted Contributions	18,953	-	-	18,953	-	-	18,953
<b>Total Externally Restricted</b>	<b>56,780,979</b>	<b>(15,571,556)</b>	<b>-</b>	<b>41,209,423</b>	<b>9,210,240</b>		<b>50,419,663</b>
<b>Internally Restricted</b>							
2014-2019 CIRP Reserve	1,606,510	(454,810)	(652,700)	499,000	-	-	499,000
Asset Renewal Reserve	1,900,681	(1,320,087)	(320,594)	260,000	-	-	260,000
Camden Carparking	120,578	-	-	120,578	-	-	120,578
Camden Town Centre Improvements	109,569	(96,051)	(13,518)	-	-	-	-
Capital Works Reserve*	8,956,751	(2,591,807)	(5,064,944)	1,300,000	-	-	1,300,000
Cemetery Improvements	98,339	-	(28,588)	69,751	-	-	69,751
Central Administration Building	12,327	-	-	12,327	-	-	12,327
Commercial Waste Management	345,752	-	(137,208)	208,544	-	-	208,544
Council Elections	-	-	101,100	101,100	-	-	101,100
Deposits, renentions and bonds	14,930,000	-	-	14,930,000	-	-	14,930,000
Employee Leave Entitlements	2,575,829	-	(204,784)	2,371,045	-	-	2,371,045
Engineering Deposits	205,000	-	-	205,000	-	-	205,000
Expenditure Revotes	6,060,859	(6,060,859)	-	-	-	-	-
Family Day Care Reserve	42,929	-	-	42,929	-	-	42,929
Infrastructure Loan - Repayment Fund	6,200,000	-	(2,000,000)	4,200,000	-	-	4,200,000
Plant Replacement Reserve	2,244,611	(802,744)	(422,100)	1,019,767	-	-	1,019,767
Public Appeals Reserve	35,304	-	-	35,304	-	-	35,304
Risk Management	370,084	(58,685)	-	311,399	-	-	311,399
Section 355 Management Committees	686,254	-	-	686,254	-	-	686,254
Stormwater Works (General Fund)	255,419	-	(213,419)	42,000	-	-	42,000
Technology Improvements Reserve	587,633	(498,674)	155,917	244,876	(204,720)	3	40,156
Water Savings Action Plan	127,590	(48,593)	-	78,997	-	-	78,997
Working Funds Surplus	1,858,848	-	(1,858,848)	-	-	-	-
Other	74,670	(41,556)	-	33,114	-	-	33,114
<b>Total Internally Restricted</b>	<b>49,405,537</b>	<b>(11,973,866)</b>	<b>(10,659,686)</b>	<b>26,771,985</b>	<b>(204,720)</b>		<b>26,567,265</b>
<b>Unrestricted (i.e. available after the above Restrictions)</b>	<b>1,732,484</b>	<b>-</b>	<b>-</b>	<b>1,732,484</b>	<b>388,169</b>		<b>2,120,653</b>
<b>Total Cash &amp; Investments</b>	<b>107,919,000</b>	<b>(27,545,422)</b>	<b>(10,659,686)</b>	<b>69,713,892</b>	<b>9,393,689</b>		<b>79,107,581</b>

\* The uncommitted balance of the Capital Works Reserve will increase to \$1,688,169 if Council adopt the recommendation of this report.

\* The uncommitted balance of the Asset Renewal Reserve is \$260,000 if Council adopt the recommendation of this report.

Cash & Investments Statement

Investments have been invested in accordance with Council's Investment Policy.

The Cash at Bank amount for this period has been reconciled to Council's physical Bank Statements. The date of completion of this bank reconciliation is 30/09/2017.

This statement forms part of Council's Quarterly Budget Review Statement (QBRs) for the quarter ended 30/09/2017 and should be read in conjunction with the total QBRs report.

Camden Council  
Cash & Investments Budget Review Statement

Quarterly Budget Review Statement  
for the period 01/07/17 to 30/09/17

Budget review for the quarter ended 30 September 2017  
Recommended changes to revised budget

Budget Variations being recommended include the following material items (Greater than \$15,000):

Notes	Movement	Description
1	9,280,000	Section 94 Developer Contributions - Increase in Transfer to Reserve This increase/decrease relates to additional Section 94 Contributions (\$9.0m) and interest on Section 94 contributions (\$280k).
2	(69,760)	Domestic Waste Management - Increase in Transfer from Reserve Funding for a new corporate wide integrated Booking System.
3	(204,720)	Information Technology Reserve - Increase in Transfer from Reserve Funding for a new corporate wide integrated Booking System.

This statement forms part of Council's Quarterly Budget Review Statement (QBRs) for the quarter ended 30/09/2017 and should be read in conjunction with the total QBRs report.

Camden Council  
Contracts Budget Review Statement

Quarterly Budget Review Statement  
for the period 01/07/17 to 30/09/17

Budget review for the quarter ended 30 September 2017  
Contracts Budget Review (Greater than \$50,000)

Contractor	Contract detail & purpose	Contract Value	Start Date	Budgeted (Y/N)
Axis Constructions Pty Ltd	Refurbishment of the Macaria heritage building to create an Art Gallery	484,729	Jul-17	Y
Celtic Civil Pty Ltd	Signalised Intersection Upgrade at Burragorang Road / Cawdor Road, Camden	855,000	Aug-17	Y

Notes:

1. Contracts listed are those entered into through a tender process during the quarter being reported and exclude contractors on Council's Preferred Supplier list.
2. Contracts for employment are not included in this list.

This statement forms part of Council's Quarterly Budget Review Statement (QBRs) for the quarter ended 30/09/2017 and should be read in conjunction with the total QBRs report.

Camden Council  
 Consultancy & Legal Expenses Budget Review Statement

Quarterly Budget Review Statement  
 for the period 01/07/17 to 30/09/17

Budget review for the quarter ended 30 September 2017  
 Consultancy & Legal Expenses Overview

Expense	YTD Expense	Budgeted (Y/N)
Consultancies	132,220	Y
Legal Fees	198,046	Y

Definition of a consultant:

A consultant is a person or organisation engaged under contract on a temporary basis to provide recommendations or high level specialist or professional advice to assist decision making by management. Generally it is the advisory nature of the work that differentiates a consultant from other contractors.

Comments

Council has engaged specialist consultants to assist in the consultation of Nepean River Floodplain Risk Mgmt Study and the Civic Centre Utilisation Study. Council has also required specialist consultancy and legal advice on a number of governance, development and compliance matters. Costs associated with these matters have been included in the expenditure totals above.

This statement forms part of Council's Quarterly Budget Review Statement (QBRs) for the quarter ended 30/09/2017 and should be read in conjunction with the total QBRs report.

Camden Council  
Key Performance Indicators Budget Review Statement

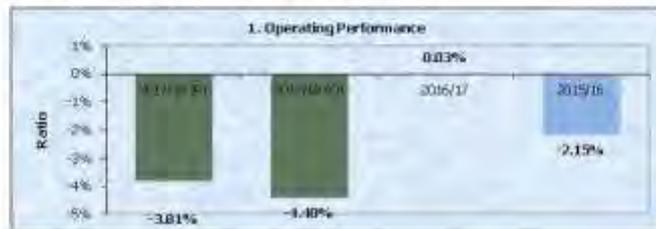
Quarterly Budget Review Statement  
for the period 01/07/17 to 30/09/17

Budget review for the quarter ended 30 September 2017

(\$000's)	Current Projection (P)		Original (O)	Actuals	
	Amounts	Indicator	Budget	Prior Periods	
	17/18	17/18	17/18	16/17	15/16
<b>1. Operating Performance</b>					
Operating Revenue (excl. Capital) - Operating Expenses	(3,498)	-3.81%	-4.40%	0.03%	-2.15%
Operating Revenue (excl. Capital Grants & Contributions)	91,865				

**What is Being Measured?**

Council's ability to contain operating expenditure within operating revenue.

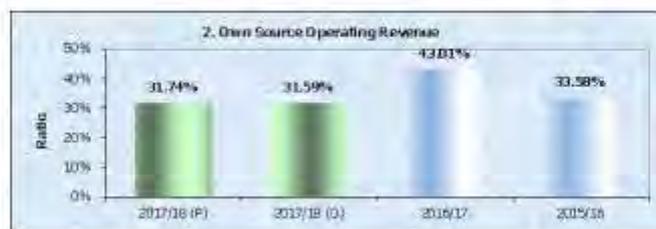


**2. Own Source Operating Revenue**

Operating Revenue (excl. all Grants & Contributions)	85,033	31.74%	31.59%	43.01%	33.58%
Total Operating Revenue	267,943				

**What is Being Measured?**

This ratio measures the degree of reliance on external funding sources such as operating grants and contributions.

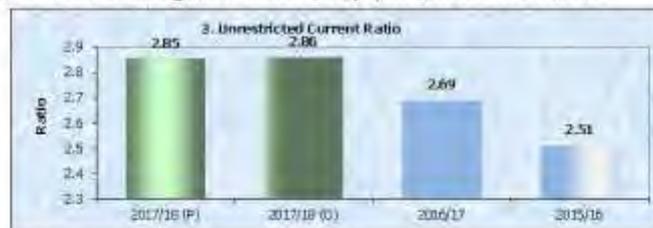


**3. Unrestricted Current Ratio**

Current Assets less all External Restrictions	51,813	2.85	2.86	2.69	2.51
Current Liabilities less Specific Purpose Liabilities	18,160				

**What is Being Measured?**

The ability to meet short term financial obligations such as loans, payroll and leave entitlements.



This statement forms part of Council's Quarterly Budget Review Statement (QBRs) for the quarter ended 30/09/2017 and should be read in conjunction with the total QBRs report

Camden Council  
Key Performance Indicators Budget Review Statement

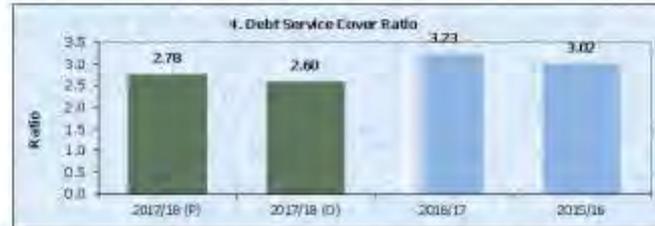
Quarterly Budget Review Statement  
for the period 01/07/17 to 30/09/17

Budget review for the quarter ended 30 September 2017

(\$000's)	Current Projection (P)		Original(O)	Actuals	
	Amounts	Indicator	Budget	Prior Periods	
	17/18	17/18	17/18	16/17	15/16
<b>4. Debt Service Cover Ratio</b>					
Operating Result before EBITDA	14,387	2.78	2.60	3.23	3.02
Principal Repayments - Interest Costs	5,182				

**What is Being Measured?**

The availability of operating cash to service debt including interest and principal repayments.

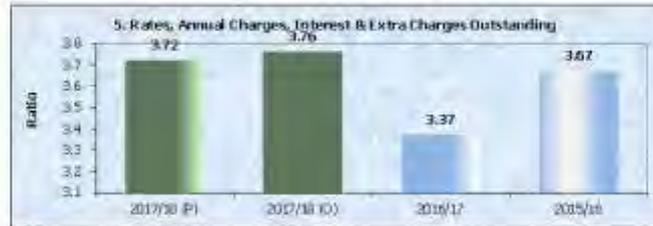


**5. Rates, Annual Charges, Interest & Extra Charges Outstanding**

Rates, Annual and Extra Charges Outstanding	2,344	3.72	3.76	3.37	3.67
Rates, Annual and Extra Charges Collectable	62,998				

**What is Being Measured?**

To assess the impact of uncollected rate and charges on Council's Liquidity.

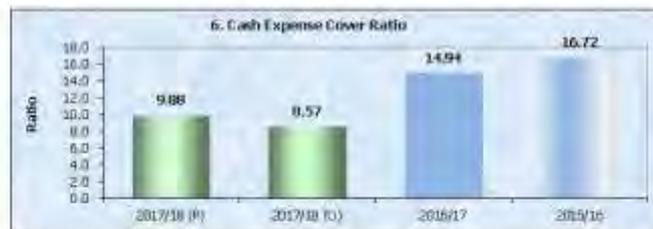


**6. Cash Expense Cover Ratio**

Current Year's Cash & Cash Equivalents (incl. Term Deposits)	68,561	9.88	8.57	14.94	16.72
Operating & Financing Activities Cash Flow Payments	83,245				

**What is Being Measured?**

This ratio indicates the number of months Council can continue to pay for its immediate expenses without additional cash inflow.



This statement forms part of Council's Quarterly Budget Review Statement (QBRs) for the quarter ended 30/09/2017 and should be read in conjunction with the total QBRs report

Camden Council  
Key Performance Indicators Budget Review Statement

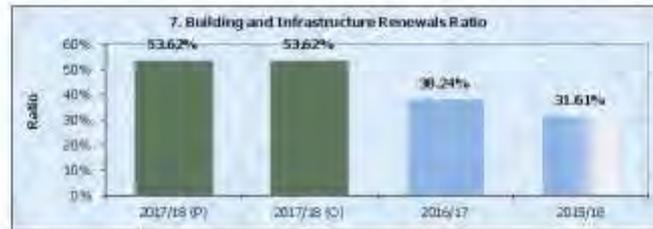
Quarterly Budget Review Statement  
for the period 01/07/17 to 30/09/17

Budget review for the quarter ended 30 September 2017

(\$000's)	Current Projection (P)		Original (O)	Actuals	
	Amounts	Indicator	Budget	Prior Periods	
	17/18	17/18	17/18	16/17	15/16
<b>7. Building and Infrastructure Renewals Ratio</b>					
Asset Renewals (Building & Infrastructure)	8,618	53.62%	53.62%	38.24%	31.61%
Depreciation, Amortisation & Impairment	16,071				

**What is Being Measured?**

The rate at which assets are being renewed relative to the rate at which they are depreciating.

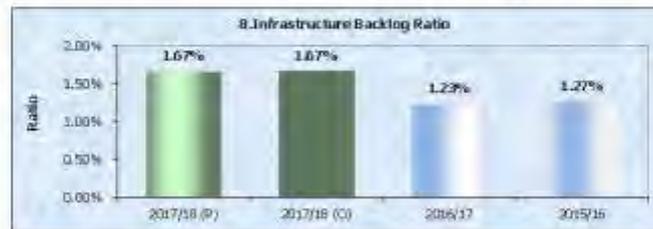


**8. Infrastructure Backlog Ratio**

Estimated Cost to Bring Assets to a Satisfactory Standard	14,665	1.67%	1.67%	1.23%	1.27%
Total Value of Infrastructure, Building & Other Assets	879,738				

**What is Being Measured?**

This ratio shows what proportion the backlog is compared the total value of Council's infrastructure

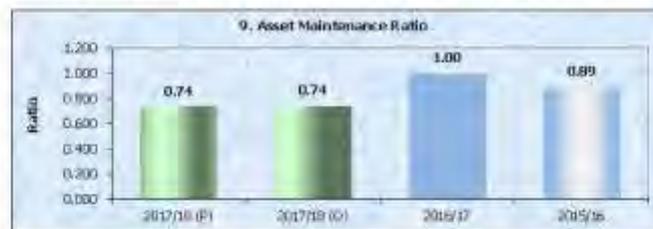


**9. Asset Maintenance Ratio**

Actual Asset Maintenance	3,619	0.74	0.74	1.00	0.89
Required Asset Maintenance	4,913				

**What is Being Measured?**

Compares the actual spend on asset maintenance vs what is required to be spent on asset maintenance.



This statement forms part of Council's Quarterly Budget Review Statement (QBRs) for the quarter ended 30/09/2017 and should be read in conjunction with the total QBRs report

Camden Council  
Key Performance Indicators Budget Review Statement

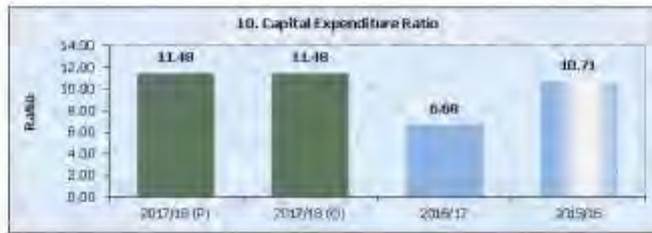
Quarterly Budget Review Statement  
for the period 01/07/17 to 30/09/17

Budget review for the quarter ended 30 September 2017

(\$000's)	Current Projection (P)		Original(O) Budget 17/18	Actuals Prior Periods	
	Amounts	Indicator		16/17	15/16
	17/18	17/18			
<b>10. Capital Expenditure Ratio</b>					
Annual Capital Expenditure	184,430	11.48	11.48	6.68	10.71
Annual Depreciation	16,071				

**What is Being Measured?**

To assess what extent Council is expanding its asset base through capital expenditure on both new assets and replacement / renewal of existing assets.



This statement forms part of Council's Quarterly Budget Review Statement (QBRs) for the quarter ended 30/09/2017 and should be read in conjunction with the total QBRs report

Camden Council  
Annual Code of Conduct Report

Quarterly Budget Review Statement

Camden Council's Code of Conduct provides a framework for minimum standards of conduct by all council officials, and is in line with the Office of Local Government's Model Code of Conduct. The current Code of Conduct incorporates provisions relating to complaint handling procedures and reporting requirements of the General Manager.

The Council is to provide the Division with a report containing the statistics referred to in (below) within 3 months of the end of September each year.

The complaints coordinator must arrange for the following statistics to be reported to the Council within 3 months of the end of September of each year setting out the following statistics:

- (a) the total number of code of conduct complaints made about Councillors and the General Manager under the code of conduct in the year to September;
- (b) the number of code of conduct complaints referred to a conduct reviewer;
- (c) the number of code of conduct complaints finalised by a conduct reviewer at the preliminary assessment stage and the outcome of those complaints;
- (d) the number of code of conduct complaints investigated by a conduct reviewer;
- (e) the number of code of conduct complaints investigated by a conduct review committee;
- (f) without identifying particular matters, the outcome of code of conduct complaints investigated by a conduct reviewer or conduct review committee under these procedures;
- (g) the number of matters reviewed by the Office of Local Government and, without identifying particular matters, the outcome of the reviews; and
- (h) the total cost of dealing with code of conduct complaints made about Councillors and the General Manager in the year to September, including staff costs.

This information is set out in the table below:

No of Councillor/GM complaints	No of complaints referred to conduct reviewer	No of complaints finalised by conduct reviewer at preliminary stage and the outcome	No of complaints investigated by conduct reviewer
1	Nil	Nil	Nil

No of complaints investigated by conduct review committee	Outcome of complaints investigated by conduct reviewer or review committee	No of matters reviewed by the OLG and the outcome	Total cost of dealing with Councillor/GM complaints to September
Nil	N/A	Nil	\$2,310

This statement forms part of Council's Quarterly Budget Review Statement (QBRs) for the quarter ended 30/09/2017 and should be read in conjunction with the total QBRs report.



**Investment Summary Report  
September 2017**

**Camden Council**  
Executive Summary - September 2017



**Investment Holdings**

	Amount (\$)	Current Yield (%)
Cash	4,000,000.00	1.80
Term Deposit	105,200,000.00	3.13
	<b>109,200,000.00</b>	

**Detailed Maturity Profile**

	Amount (\$)
00. Cash + Managed Funds	4,000,000
01. Less Than 30 Days	10,500,000
02. Between 30 Days and 60 Days	12,000,000
03. Between 60 Days and 90 Days	15,500,000
04. Between 90 Days and 180 Days	28,000,000
05. Between 180 Days and 365 Days	8,000,000
06. Between 365 Days and 3 Years	14,700,000
07. Between 3 Years and 5 Years	16,500,000
	<b>109,200,000</b>

**Sources of Funds**

	Amount (\$)
Section 94 Developer Contributions	50,527,659
Restricted Grant Income	1,300,315
Externally Restricted Reserves	15,413,910
Internally Restricted Reserves	28,123,383
General Fund	13,834,733
<b>Total Funds Invested</b>	<b>109,200,000</b>

Council's investment portfolio has increased by \$1.0m since the August reporting period. The increase primarily relates to payments received for Section 94 contributions.

**Investment Portfolio Balance**



2016-17 2017-18

**Camden Council**

**Individual Institutional Exposures Report - September 2017**



**Individual Institutional Exposures**

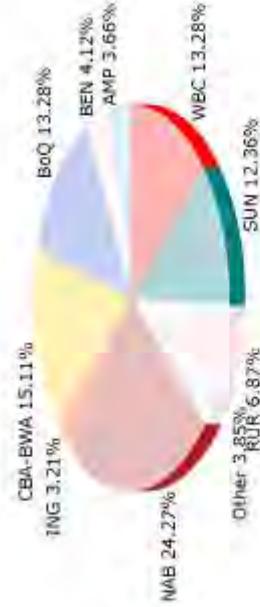
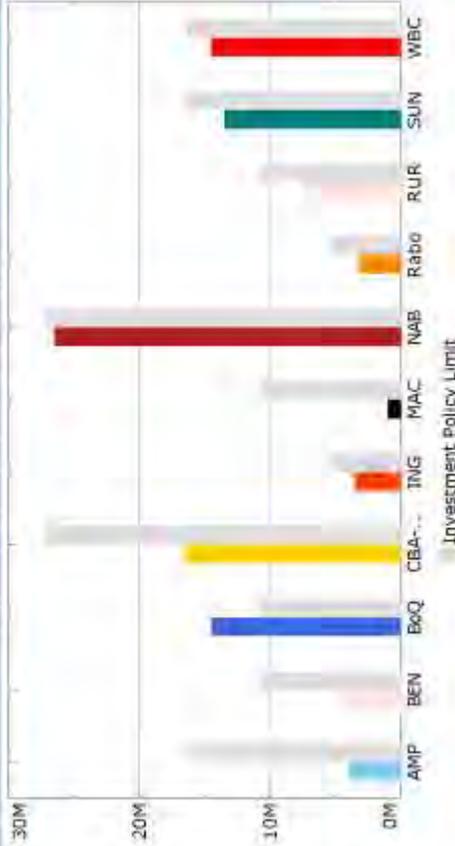
Parent Group	Exposure (\$M)	Credit Rating	Policy Limit	Actual	Capacity
AMP Bank	4.00M	A-1, A	15.00%	3.66%	12.38M
Bank of Queensland	14.50M	A-2, BBB+	10.00%	13.28%	-3.58M
Bendigo and Adelaide Bank	4.50M	A-2, BBB+	10.00%	4.12%	6.42M
Commonwealth Bank of Australia	16.50M	A-1+, AA-	25.00%	15.11%	10.80M
ING Group (Foreign Sub)	3.50M	A-1*, A*	5.00%	3.21%	1.96M
Macquarie Group	1.00M	A-1, A	10.00%	.92%	9.92M
National Australia Bank	26.50M	A-1+, AA-	25.00%	24.27%	.80M
Rabobank Aus (Foreign Sub)	3.20M	A-1*, A+*	5.00%	2.93%	2.26M
Rural Bank	7.50M	A-2, BBB+	10.00%	6.87%	3.42M
Suncorp Bank	13.50M	A-1, A+	15.00%	12.36%	2.88M
Westpac Group	14.50M	A-1+, AA-	15.00%	13.28%	1.88M
<b>Totals</b>	<b>109.20M</b>				

Totals in the 'Actual' column may not add up to 100% due to rounding.

\*Council's investment policy limits investments in foreign subsidiary banks which are monitored by APRA to a maximum 5% of the total portfolio in any single entity

Council's portfolio remains slightly overexposed to Bank of Queensland (13.28% vs 10.00% investment policy limit). This overexposure was due to the downgrade of Bank of Queensland's long term credit to BBB+ in May 2017 and is expected to be rectified by early 2018 as investments mature. Council's portfolio is within its term to maturity investment policy limits. Council's portfolio complies with the NSW Ministerial Investment Order.

**Individual Institutional Exposure Charts**



**Camden Council**

**Performance Summary - September 2017**



**Interest Summary**

Interest Summary as of September 2017	
Number of Investments	83
Average Days to Maturity	433
Weighted Portfolio Yield	3.13%
CBA Call Account	1.80%
Highest Rate	5.10%
Lowest Rate	2.41%
Budget Rate	2.70%
Average BBSW (30 Day)	1.60%
Average BBSW (90 Day)	1.72%
Average BBSW (180 Day)	1.91%
Official Cash Rate	1.50%
AusBond Bank Bill Index	1.74%

**Interest Received During the 2017/2018 Financial Year**

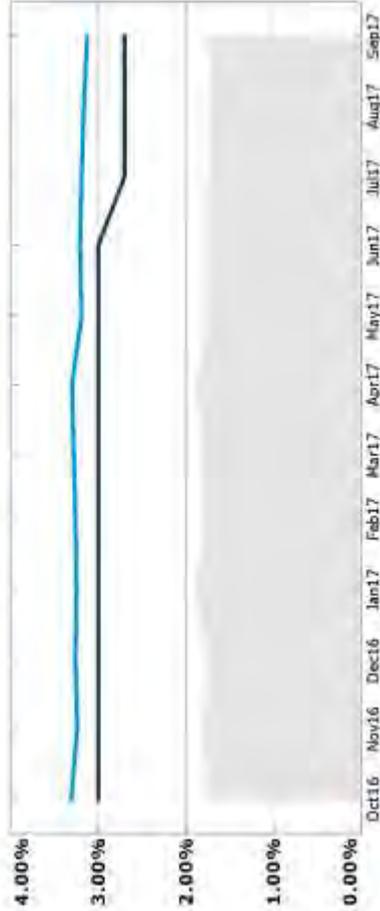
	September	Cumulative	Original Budget	* Revised Budget
General Fund	\$138,604	\$394,295	\$1,400,000	\$1,400,000
Restricted	\$139,793	\$430,793	\$1,220,000	\$1,220,000
<b>Total</b>	<b>\$278,397</b>	<b>\$825,088</b>	<b>\$2,620,000</b>	<b>\$2,620,000</b>

\*The Revised Budget is reviewed on a quarterly basis as part of the Budget Process.

**Accrued Interest**

	Interest Received	Interest Accrued	Return
September 2017	\$162,825	\$272,399	3.13%

**Investment Performance**



■ Portfolio ■ Budget ■ AusBond BB Index

**Historical Performance Summary**

	Portfolio	AusBond BB Index	Outperformance
Sep 2017	3.13%	1.74%	1.39%
Last 3 Months	3.16%	1.72%	1.44%
Last 6 Months	3.20%	1.75%	1.45%
Financial Year to Date	3.16%	1.72%	1.44%
Last 12 months	3.23%	1.76%	1.47%

**Investment Performance**

Council's portfolio returned 3.13%pa on a weighted average yield basis during September. This compares favourably with the Ausbond Bank Bill Index's return of 1.74%pa for the month.

**Camden Council**

**Investment Holdings Report - September 2017**



<b>Cash Accounts</b>						
Amount (\$)	Current Yield	Institution	Credit Rating	Amount plus Accrued Int (\$)	Deal No.	Reference
4,000,000.00	1.80%	Commonwealth Bank of Australia	A-1+	4,000,000.00	535548	
<b>4,000,000.00</b>				<b>4,000,000.00</b>		

<b>Term Deposits</b>										
Maturity Date	Amount (\$)	Rate	Institution	Credit Rating	Purchase Date	Amount plus Accrued Int (\$)	Deal No.	Accrued Interest (\$)	Coupon Frequency	Reference
4-Oct-17	1,000,000.00	2.80%	National Australia Bank	A-1+	19-Oct-16	1,026,619.18	535508	26,619.18	At Maturity	2914
4-Oct-17	1,000,000.00	2.55%	Rural Bank	A-2	15-May-17	1,009,710.96	535534	9,710.96	At Maturity	2973
9-Oct-17	1,000,000.00	2.75%	Bank of Queensland	A-2	4-Jan-17	1,020,342.47	535482	20,342.47	Annually	2932
11-Oct-17	1,000,000.00	2.55%	Commonwealth Bank of Australia	A-1+	12-Apr-17	1,012,016.44	535492	12,016.44	At Maturity	2966
16-Oct-17	1,500,000.00	2.60%	Suncorp Bank	A-1	1-May-17	1,516,347.95	535531	16,347.95	At Maturity	2969
18-Oct-17	1,000,000.00	3.00%	Bendigo and Adelaide Bank	A-2	14-Oct-15	1,028,931.51	535489	28,931.51	Annually	2816
23-Oct-17	1,000,000.00	2.58%	Suncorp Bank	A-1	24-Apr-17	1,011,309.59	535530	11,309.59	At Maturity	2968
25-Oct-17	1,500,000.00	2.60%	Suncorp Bank	A-1	3-May-17	1,516,134.25	535532	16,134.25	At Maturity	2970
30-Oct-17	1,500,000.00	2.80%	National Australia Bank	A-1+	2-Nov-16	1,528,317.81	535510	38,317.81	At Maturity	2918
1-Nov-17	1,000,000.00	2.55%	Bankwest	A-1+	10-May-17	1,010,060.27	535474	10,060.27	At Maturity	2972
6-Nov-17	1,000,000.00	2.65%	Rural Bank	A-2	15-May-17	1,010,091.78	535525	10,091.78	At Maturity	2974
8-Nov-17	1,000,000.00	2.60%	Suncorp Bank	A-1	17-May-17	1,009,758.90	535533	9,758.90	At Maturity	2976
13-Nov-17	1,000,000.00	2.60%	Suncorp Bank	A-1	22-May-17	1,009,402.74	535534	9,402.74	At Maturity	2977
15-Nov-17	1,500,000.00	2.59%	Suncorp Bank	A-1	25-May-17	1,513,730.55	535535	13,730.55	At Maturity	2978
22-Nov-17	2,000,000.00	3.00%	Bendigo and Adelaide Bank	A-2	20-Nov-15	2,051,616.44	535490	51,616.44	Annually	2822
23-Nov-17	1,000,000.00	4.63%	ING Bank (Australia)	A-1*	28-Nov-13	1,038,942.74	535498	38,942.74	Annually	2662
23-Nov-17	1,000,000.00	4.85%	Bank of Queensland	A-2	28-Nov-13	1,040,793.15	535478	40,793.15	Annually	2663
27-Nov-17	1,500,000.00	2.60%	ING Bank (Australia)	A-1*	30-May-17	1,513,249.32	535501	13,249.32	At Maturity	2979
29-Nov-17	1,000,000.00	3.05%	Bank of Queensland	A-2	25-Nov-15	1,025,904.11	535481	25,904.11	Annually	2823
4-Dec-17	2,000,000.00	2.45%	National Australia Bank	A-1+	7-Jun-17	2,015,572.60	535514	15,572.60	At Maturity	2983



**Camden Council**  
Investment Holdings Report - September 2017

Term Deposits										
Maturity Date	Amount (\$)	Rate	Institution	Credit Rating	Purchase Date	Amount plus Accrued Int (\$)	Deal No.	Accrued Interest (\$)	Coupon Frequency	Reference
6-Dec-17	1,000,000.00	2.48%	National Australia Bank	A-1+	14-Jun-17	1,007,406.03	535515	7,406.03	At Maturity	2987
11-Dec-17	1,000,000.00	2.50%	Suncorp Bank	A-1	3-Jul-17	1,006,164.38	535639	6,164.38	At Maturity	2990
11-Dec-17	1,000,000.00	2.60%	AMP Bank	A-1	5-Jul-17	1,006,268.49	535643	6,268.49	At Maturity	2994
13-Dec-17	500,000.00	2.41%	National Australia Bank	A-1+	31-Jul-17	502,046.85	535647	2,046.85	Annually	2998
13-Dec-17	1,000,000.00	2.45%	Bankwest	A-1+	20-Jul-17	1,004,900.00	535645	4,900.00	At Maturity	2996
13-Dec-17	1,000,000.00	2.41%	Bankwest	A-1+	27-Jul-17	1,004,357.81	535646	4,357.81	At Maturity	2997
18-Dec-17	2,000,000.00	2.55%	Rural Bank	A-2	4-Jul-17	2,012,435.62	535640	12,435.62	At Maturity	2991
18-Dec-17	2,000,000.00	2.43%	National Australia Bank	A-1+	2-Aug-17	2,007,989.04	535649	7,989.04	At Maturity	2999
30-Dec-17	1,000,000.00	2.43%	National Australia Bank	A-1+	3-Aug-17	1,003,927.95	535648	3,927.95	At Maturity	3000
30-Dec-17	2,000,000.00	2.42%	National Australia Bank	A-1+	9-Aug-17	2,007,027.95	535650	7,027.95	At Maturity	3001
20-Dec-17	1,000,000.00	2.46%	National Australia Bank	A-1+	22-Aug-17	1,002,695.89	535673	2,695.89	At Maturity	3002
2-Jan-18	1,000,000.00	2.47%	National Australia Bank	A-1+	22-Aug-17	1,002,706.85	535674	2,706.85	At Maturity	3003
3-Jan-18	2,000,000.00	2.75%	Commonwealth Bank of Australia	A-1+	3-Jan-17	2,040,835.62	535491	40,835.62	At Maturity	2929
3-Jan-18	1,000,000.00	2.49%	National Australia Bank	A-1+	28-Aug-17	1,002,319.45	535675	2,319.45	At Maturity	3004
9-Jan-18	1,500,000.00	2.50%	National Australia Bank	A-1+	29-Aug-17	1,503,390.41	535676	3,390.41	At Maturity	3005
9-Jan-18	2,000,000.00	3.70%	Rural Bank	A-2	9-Jan-15	2,053,726.03	535519	53,726.03	Annually	2769
15-Jan-18	1,500,000.00	3.70%	Rural Bank	A-2	14-Jan-15	1,539,230.14	535521	39,230.14	Annually	2770
17-Jan-18	2,000,000.00	2.53%	National Australia Bank	A-1+	31-Aug-17	2,004,297.53	535677	4,297.53	At Maturity	3006
22-Jan-18	1,500,000.00	2.54%	National Australia Bank	A-1+	31-Aug-17	1,503,235.89	535678	3,235.89	At Maturity	3007
24-Jan-18	1,500,000.00	2.52%	National Australia Bank	A-1+	4-Sep-17	1,502,796.16	535687	2,796.16	At Maturity	3008
29-Jan-18	2,000,000.00	2.53%	National Australia Bank	A-1+	4-Sep-17	2,003,743.01	535688	3,743.01	At Maturity	3009
31-Jan-18	1,500,000.00	2.53%	National Australia Bank	A-1+	25-Sep-17	1,500,623.84	535798	623.84	At Maturity	3012
22-Feb-18	1,000,000.00	4.65%	Bank of Queensland	A-2	27-Feb-14	1,027,517.81	535479	27,517.81	Annually	2701
26-Feb-18	1,500,000.00	2.55%	Commonwealth Bank of Australia	A-1+	30-May-17	1,512,994.52	535493	12,994.52	At Maturity	2980
28-Feb-18	1,000,000.00	2.55%	Commonwealth Bank of Australia	A-1+	9-Jun-17	1,007,964.38	535494	7,964.38	At Maturity	2984
5-Mar-18	1,000,000.00	2.55%	Commonwealth Bank of Australia	A-1+	9-Jun-17	1,007,964.38	535495	7,964.38	At Maturity	2985

## Camden Council

## Investment Holdings Report - September 2017



## Term Deposits

Maturity Date	Amount (\$)	Rate	Institution	Credit Rating	Purchase Date	Amount plus Accrued Int (\$)	Deal No.	Accrued Interest (\$)	Coupon Frequency	Reference
7-Mar-18	1,000,000.00	2.55%	Commonwealth Bank of Australia	A-1+	9-Jun-17	1,007,964.38	535496	7,964.38	At Maturity	2986
12-Mar-18	2,000,000.00	2.55%	Suncorp Bank	A-1	11-Sep-17	2,002,794.52	535758	2,794.52	At Maturity	3010
19-Mar-18	2,000,000.00	2.55%	Suncorp Bank	A-1	11-Sep-17	2,002,794.52	535769	2,794.52	At Maturity	3011
26-Mar-18	1,000,000.00	2.55%	Suncorp Bank	A-1	27-Sep-17	1,000,279.45	535802	279.45	At Maturity	3013
10-Apr-18	1,000,000.00	2.59%	National Australia Bank	A-1+	10-Apr-17	1,012,346.85	535513	12,346.85	At Maturity	2965
16-Apr-18	1,000,000.00	2.59%	ING Bank (Australia)	A-1*	17-Jul-17	1,005,392.88	535644	5,392.88	At Maturity	2995
2-May-18	1,000,000.00	2.60%	Commonwealth Bank of Australia	A-1+	4-Jul-17	1,006,339.73	535641	6,339.73	At Maturity	2992
7-May-18	1,000,000.00	2.60%	Commonwealth Bank of Australia	A-1+	4-Jul-17	1,006,339.73	535642	6,339.73	At Maturity	2993
21-Jun-18	2,000,000.00	2.60%	AMP Bank	A-1	21-Jun-17	2,014,531.51	535467	14,531.51	At Maturity	2988
25-Jun-18	1,000,000.00	2.60%	AMP Bank	A-1	21-Jun-17	1,007,265.75	535468	7,265.75	Annually	2989
1-Aug-18	1,000,000.00	4.15%	Bank of Queensland	A-2	5-Aug-14	1,006,139.73	535480	6,139.73	Annually	2738
1-Nov-18	2,500,000.00	5.00%	Bank of Queensland	BBB+	4-Nov-13	2,613,356.16	535476	113,356.16	Annually	2653
22-Nov-18	1,000,000.00	5.10%	Bank of Queensland	BBB+	25-Nov-13	1,043,315.07	535477	43,315.07	Annually	2661
28-Feb-19	1,000,000.00	5.00%	Rabodirect	A+	28-Feb-14	1,029,452.05	535516	29,452.05	Annually	2702
6-Mar-19	1,200,000.00	5.00%	Rabodirect	A+	3-Mar-14	1,234,849.32	535517	34,849.32	Annually	2703
15-May-19	1,500,000.00	4.55%	Westpac Group	AA-	15-May-14	1,508,788.36	535497	8,788.36	Quarterly	2717
22-May-19	1,500,000.00	4.55%	Westpac Group	AA-	21-May-14	1,507,666.44	535536	7,666.44	Quarterly	2718
27-Nov-19	1,000,000.00	4.10%	Rabodirect	A+	27-Nov-14	1,034,484.93	535518	34,484.93	Annually	2760
4-Dec-19	1,500,000.00	4.25%	Bendigo and Adelaide Bank	BBB+	28-Nov-14	1,553,619.86	535488	53,619.86	Annually	2762
11-Dec-19	1,500,000.00	4.00%	National Australia Bank	AA-	16-Dec-14	1,547,506.85	535504	47,506.85	Annually	2766
19-Dec-19	1,000,000.00	3.85%	Macquarie Bank	A	19-Dec-14	1,107,272.60	535503	107,272.60	At Maturity	2767
2-Feb-20	1,000,000.00	3.90%	Westpac Group	AA-	2-Feb-15	1,006,410.96	535537	6,410.96	Quarterly	2772
15-Mar-21	1,000,000.00	3.60%	Bank of Queensland	BBB+	15-Mar-17	1,019,726.03	535484	19,726.03	Annually	2958
7-Apr-21	1,000,000.00	3.50%	Bank of Queensland	BBB+	3-Apr-17	1,017,356.16	535486	17,356.16	Annually	2963
17-May-21	1,000,000.00	3.10%	Westpac Group	AA-	16-May-17	1,003,906.85	535544	3,906.85	Quarterly	2975
1-Feb-22	1,000,000.00	3.60%	Westpac Group	AA-	1-Feb-17	1,006,016.44	535538	6,016.44	Quarterly	2936



**Camden Council**  
Investment Holdings Report - September 2017

<b>Term Deposits</b>										
Maturity Date	Amount (\$)	Rate	Institution	Credit Rating	Purchase Date	Amount plus Accrued Int (\$)	Deal No.	Accrued Interest (\$)	Coupon Frequency	Reference
2-Feb-22	1,500,000.00	3.57%	Westpac Group	AA-	2-Feb-17	1,508,802.74	535539	6,802.74	Quarterly	2937
10-Feb-22	1,000,000.00	3.56%	Westpac Group	AA-	10-Feb-17	1,005,071.78	535540	5,071.78	Quarterly	2938
15-Feb-22	1,500,000.00	3.75%	Bank of Queensland	BBB+	15-Feb-17	1,535,136.99	535547	35,136.99	Annually	2939
22-Feb-22	2,000,000.00	3.64%	Westpac Group	AA-	22-Feb-17	2,007,978.08	535541	7,978.08	Quarterly	2940
28-Feb-22	1,000,000.00	3.75%	Bank of Queensland	BBB+	27-Feb-17	1,022,191.78	535483	22,191.78	Annually	2946
28-Feb-22	1,000,000.00	3.55%	Westpac Group	AA-	28-Feb-17	1,003,306.85	535542	3,306.85	Quarterly	2950
1-Mar-22	1,000,000.00	3.58%	Westpac Group	AA-	1-Mar-17	1,002,942.47	535543	2,942.47	Quarterly	2952
3-Mar-22	1,000,000.00	3.60%	Westpac Group	AA-	3-Mar-17	1,002,663.01	535545	2,663.01	Quarterly	2954
9-Mar-22	1,000,000.00	3.61%	Westpac Group	AA-	9-Mar-17	1,001,978.08	535546	1,978.08	Quarterly	2956
23-Mar-22	500,000.00	3.80%	Bank of Queensland	BBB+	23-Mar-17	509,994.52	535485	9,994.52	Annually	2960
4-May-22	1,000,000.00	3.60%	Bank of Queensland	BBB+	8-May-17	1,014,400.00	535487	14,400.00	Annually	2971
	<b>105,200,000.00</b>					<b>106,617,802.22</b>		<b>1,417,802.22</b>		



**Investment Summary Report  
October 2017**

**Camden Council**  
Executive Summary - October 2017



**Investment Holdings**

	Amount (\$)	Current Yield (%)
Cash	7,400,000.00	1.80
Term Deposit	106,700,000.00	3.12
	<b>114,100,000.00</b>	

**Detailed Maturity Profile**

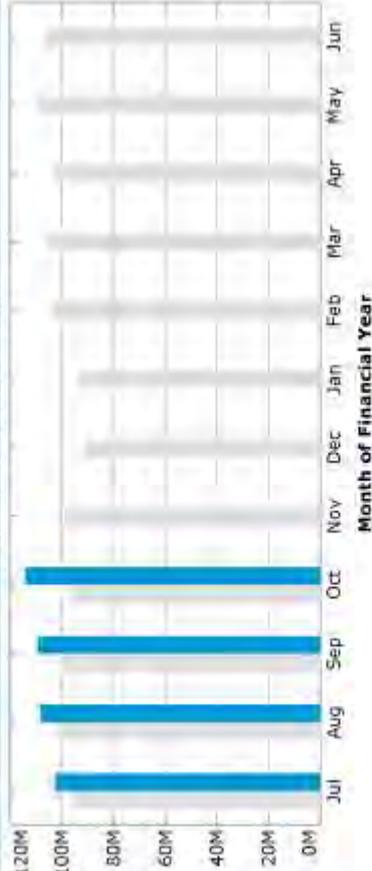
	Amount (\$)
00. Cash + Managed Funds	7,400,000
01. Less Than 30 Days	12,000,000
02. Between 30 Days and 60 Days	15,500,000
03. Between 60 Days and 90 Days	14,000,000
04. Between 90 Days and 180 Days	28,000,000
05. Between 180 Days and 365 Days	6,000,000
06. Between 365 Days and 3 Years	14,700,000
07. Between 3 Years and 5 Years	16,500,000
	<b>114,100,000</b>

**Sources of Funds**

	Amount (\$)
Section 94 Developer Contributions	53,696,655
Restricted Grant Income	1,009,937
Externally Restricted Reserves	13,398,685
Internally Restricted Reserves	28,454,256
General Fund	17,540,467
<b>Total Funds Invested</b>	<b>114,100,000</b>

Council's investment portfolio has increased by \$4.9m since the September reporting period. The increase primarily relates to payments received for Section 94 contributions.

**Investment Portfolio Balance**



2016-17 2017-18

**Camden Council**

**Individual Institutional Exposures Report - October 2017**



**Individual Institutional Exposures**

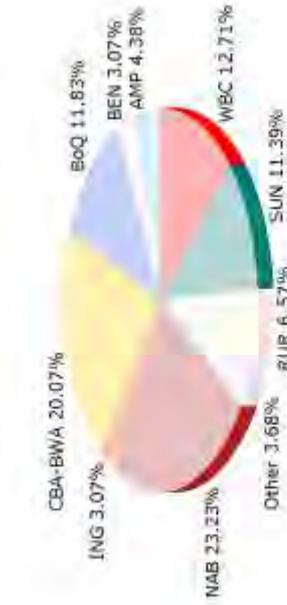
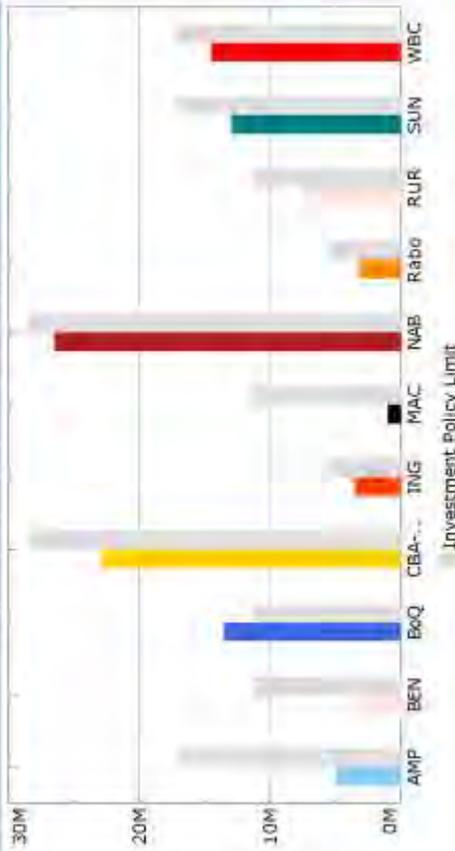
Parent Group	Exposure (\$M)	Credit Rating	Policy Limit	Actual	Capacity
AMP Bank	5.00M	A-1, A	15.00%	4.38%	12.12M
Bank of Queensland	13.50M	A-2, BBB+	10.00%	11.83%	-2.09M
Bendigo and Adelaide Bank	3.50M	A-2, BBB+	10.00%	3.07%	7.91M
Commonwealth Bank of Australia	22.90M	A-1+, AA-	25.00%	20.07%	5.63M
ING Group (Foreign Sub)	3.50M	A-1*, A*	5.00%	3.07%	2.21M
Macquarie Group	1.00M	A-1, A	10.00%	.88%	10.41M
National Australia Bank	26.50M	A-1+, AA-	25.00%	23.23%	2.02M
Rabobank Aus (Foreign Sub)	3.20M	A-1*, A+*	5.00%	2.80%	2.50M
Rural Bank	7.50M	A-2, BBB+	10.00%	6.57%	3.91M
Suncorp Bank	13.00M	A-1, A+	15.00%	11.39%	4.12M
Westpac Group	14.50M	A-1+, AA-	15.00%	12.71%	2.62M
	<b>114.10M</b>				

Totals in the 'Actual' column may not add up to 100% due to rounding.

\*Council's investment policy limits investments in foreign subsidiary banks which are monitored by APRA to a maximum 5% of the total portfolio in any single entity

Council's portfolio remains slightly overexposed to Bank of Queensland (11.83% vs 10.00% investment policy limit). This overexposure was due to the downgrade of Bank of Queensland's long term credit to BBB+ in May 2017 and is expected to be rectified by early 2018 as investments mature. Council's portfolio is within its term to maturity investment policy limits. Council's portfolio complies with the NSW Ministerial Investment Order.

**Individual Institutional Exposure Charts**



**Camden Council**

**Performance Summary - October 2017**



**Interest Summary**

Interest Summary as of October 2017	
Number of Investments	84
Average Days to Maturity	414
Weighted Portfolio Yield	3.12%
CBA Call Account	1.80%
Highest Rate	5.10%
Lowest Rate	2.40%
Budget Rate	2.70%
Average BBSW (30 Day)	1.60%
Average BBSW (90 Day)	1.70%
Average BBSW (180 Day)	1.90%
Official Cash Rate	1.50%
AusBond Bank Bill Index	1.74%

**Interest Received During the 2017/2018 Financial Year**

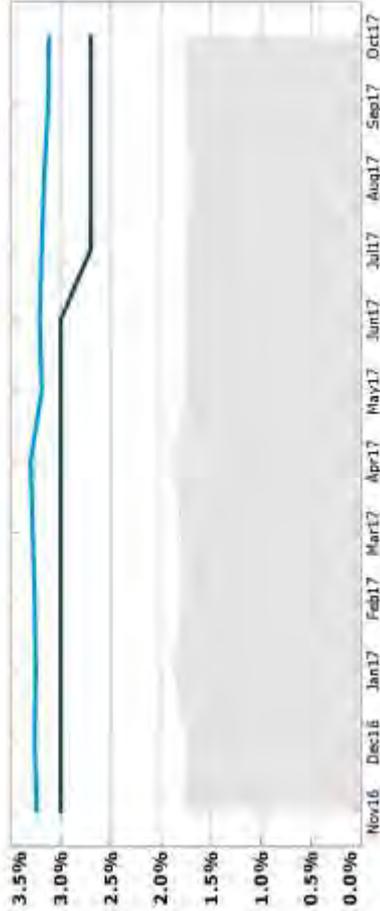
	October	Cumulative	Original Budget	* Revised Budget
General Fund	\$127,352	\$521,647	\$1,400,000	\$1,400,000
Restricted	\$157,468	\$588,261	\$1,220,000	\$1,220,000
<b>Total</b>	<b>\$284,820</b>	<b>\$1,109,908</b>	<b>\$2,620,000</b>	<b>\$2,620,000</b>

\*The Revised Budget is reviewed on a quarterly basis as part of the Budget Process.

**Accrued Interest**

	Interest Received	Interest Accrued	Return
October 2017	\$191,928	\$278,120	3.12%

**Investment Performance**



■ Portfolio
 ■ Budget
 ■ AusBond BB Index

**Historical Performance Summary**

	Portfolio	AusBond BB Index	Outperformance
Oct 2017	3.12%	1.74%	1.37%
Last 3 Months	3.14%	1.72%	1.41%
Last 6 Months	3.17%	1.73%	1.44%
Financial Year to Date	3.15%	1.72%	1.43%
Last 12 months	3.22%	1.76%	1.45%

**Investment Performance**

Council's portfolio returned 3.12%pa on a weighted average yield basis during October. This compares favourably with the Ausbond Bank Bill Index's return of 1.74%pa for the month.

**Camden Council**

**Investment Holdings Report - October 2017**



<b>Cash Accounts</b>						
Amount (\$)	Current Yield	Institution	Credit Rating	Amount (\$)	Deal No.	Reference
7,400,000.00	1.80%	Commonwealth Bank of Australia	A-1+	7,400,000.00	535548	
<b>7,400,000.00</b>				<b>7,400,000.00</b>		

<b>Term Deposits</b>										
Maturity Date	Amount (\$)	Rate	Institution	Credit Rating	Purchase Date	Amount plus Accrued Int (\$)	Deal No.	Accrued Interest (\$)	Coupon Frequency	Reference
1-Nov-17	1,000,000.00	2.55%	Bankwest	A-1+	10-May-17	1,012,226.03	535474	12,226.03	At Maturity	2972
6-Nov-17	1,000,000.00	2.65%	Rural Bank	A-2	15-May-17	1,012,342.47	535525	12,342.47	At Maturity	2974
8-Nov-17	1,000,000.00	2.60%	Suncorp Bank	A-1	17-May-17	1,011,967.12	535533	11,967.12	At Maturity	2976
13-Nov-17	1,000,000.00	2.60%	Suncorp Bank	A-1	22-May-17	1,011,610.96	535534	11,610.96	At Maturity	2977
15-Nov-17	1,500,000.00	2.59%	Suncorp Bank	A-1	25-May-17	1,517,030.14	535535	17,030.14	At Maturity	2978
22-Nov-17	2,000,000.00	3.00%	Bendigo and Adelaide Bank	A-2	20-Nov-15	2,056,712.33	535490	56,712.33	Annually	2822
23-Nov-17	1,000,000.00	4.63%	ING Bank (Australia)	A-1*	28-Nov-13	1,042,875.07	535498	42,875.07	Annually	2662
23-Nov-17	1,000,000.00	4.85%	Bank of Queensland	A-2	28-Nov-13	1,044,912.33	535478	44,912.33	Annually	2663
27-Nov-17	1,500,000.00	2.60%	ING Bank (Australia)	A-1*	30-May-17	1,516,561.64	535501	16,561.64	At Maturity	2979
29-Nov-17	1,000,000.00	3.05%	Bank of Queensland	A-2	25-Nov-15	1,028,494.52	535481	28,494.52	Annually	2823
4-Dec-17	2,000,000.00	2.45%	National Australia Bank	A-1+	7-Jun-17	2,019,734.25	535514	19,734.25	At Maturity	2983
6-Dec-17	1,000,000.00	2.48%	National Australia Bank	A-1+	14-Jun-17	1,009,512.33	535515	9,512.33	At Maturity	2987
11-Dec-17	1,000,000.00	2.50%	Suncorp Bank	A-1	3-Jul-17	1,008,287.67	535639	8,287.67	At Maturity	2990
11-Dec-17	1,000,000.00	2.60%	AMP Bank	A-1	5-Jul-17	1,008,476.71	535643	8,476.71	At Maturity	2994
13-Dec-17	500,000.00	2.41%	National Australia Bank	A-1+	31-Jul-17	503,070.27	535647	3,070.27	Annually	2998
13-Dec-17	1,000,000.00	2.45%	Bankwest	A-1+	20-Jul-17	1,006,980.82	535645	6,980.82	At Maturity	2996
13-Dec-17	1,000,000.00	2.41%	Bankwest	A-1+	27-Jul-17	1,006,404.66	535646	6,404.66	At Maturity	2997
18-Dec-17	2,000,000.00	2.55%	Rural Bank	A-2	4-Jul-17	2,016,767.12	535640	16,767.12	At Maturity	2991
18-Dec-17	2,000,000.00	2.43%	National Australia Bank	A-1+	2-Aug-17	2,012,116.71	535649	12,116.71	At Maturity	2999
20-Dec-17	1,000,000.00	2.43%	National Australia Bank	A-1+	3-Aug-17	1,005,991.78	535648	5,991.78	At Maturity	3000

**Camden Council**

**Investment Holdings Report - October 2017**



**Term Deposits**

Maturity Date	Amount (\$)	Rate	Institution	Credit Rating	Purchase Date	Amount plus Accrued Int (\$)	Deal No.	Accrued Interest (\$)	Coupon Frequency	Reference
20-Dec-17	2,000,000.00	2.42%	National Australia Bank	A-1+	9-Aug-17	2,011,138.63	535650	11,138.63	At Maturity	3001
20-Dec-17	1,000,000.00	2.46%	National Australia Bank	A-1+	22-Aug-17	1,004,785.21	535673	4,785.21	At Maturity	3002
2-Jan-18	1,000,000.00	2.47%	National Australia Bank	A-1+	22-Aug-17	1,004,804.66	535674	4,804.66	At Maturity	3003
3-Jan-18	2,000,000.00	2.75%	Commonwealth Bank of Australia	A-1+	3-Jan-17	2,045,506.85	535491	45,506.85	At Maturity	2929
3-Jan-18	1,000,000.00	2.49%	National Australia Bank	A-1+	28-Aug-17	1,004,434.25	535675	4,434.25	At Maturity	3004
9-Jan-18	1,500,000.00	2.50%	National Australia Bank	A-1+	29-Aug-17	1,506,575.34	535676	6,575.34	At Maturity	3005
9-Jan-18	2,000,000.00	3.70%	Rural Bank	A-2	9-Jan-15	2,060,010.96	535519	60,010.96	Annually	2769
15-Jan-18	1,500,000.00	3.70%	Rural Bank	A-2	14-Jan-15	1,543,943.84	535521	43,943.84	Annually	2770
17-Jan-18	2,000,000.00	2.53%	National Australia Bank	A-1+	31-Aug-17	2,008,595.07	535677	8,595.07	At Maturity	3006
22-Jan-18	1,500,000.00	2.54%	National Australia Bank	A-1+	31-Aug-17	1,506,471.78	535678	6,471.78	At Maturity	3007
24-Jan-18	1,500,000.00	2.52%	National Australia Bank	A-1+	4-Sep-17	1,506,006.58	535687	6,006.58	At Maturity	3008
29-Jan-18	2,000,000.00	2.53%	National Australia Bank	A-1+	4-Sep-17	2,008,040.55	535688	8,040.55	At Maturity	3009
31-Jan-18	1,500,000.00	2.53%	National Australia Bank	A-1+	25-Sep-17	1,503,846.99	535798	3,846.99	At Maturity	3012
5-Feb-18	1,000,000.00	2.45%	Bankwest	A-1+	10-Oct-17	1,001,476.71	535850	1,476.71	At Maturity	3016
7-Feb-18	1,000,000.00	2.50%	Rural Bank	A-2	4-Oct-17	1,001,917.81	535830	1,917.81	At Maturity	3015
12-Feb-18	1,000,000.00	2.40%	Suncorp Bank	A-1	23-Oct-17	1,000,591.78	535886	591.78	At Maturity	3018
14-Feb-18	1,500,000.00	2.44%	Bankwest	A-1+	23-Oct-17	1,500,902.47	535887	902.47	At Maturity	3019
19-Feb-18	1,500,000.00	2.45%	Bankwest	A-1+	24-Oct-17	1,500,805.48	535889	805.48	At Maturity	3020
22-Feb-18	1,000,000.00	4.65%	Bank of Queensland	A-2	27-Feb-14	1,031,467.12	535479	31,467.12	Annually	2701
26-Feb-18	1,500,000.00	2.55%	Commonwealth Bank of Australia	A-1+	30-May-17	1,516,243.15	535493	16,243.15	At Maturity	2980
28-Feb-18	1,000,000.00	2.55%	Commonwealth Bank of Australia	A-1+	9-Jun-17	1,010,130.14	535494	10,130.14	At Maturity	2984
5-Mar-18	1,000,000.00	2.55%	Commonwealth Bank of Australia	A-1+	9-Jun-17	1,010,130.14	535495	10,130.14	At Maturity	2985
7-Mar-18	1,000,000.00	2.55%	Commonwealth Bank of Australia	A-1+	9-Jun-17	1,010,130.14	535496	10,130.14	At Maturity	2986
12-Mar-18	2,000,000.00	2.55%	Suncorp Bank	A-1	11-Sep-17	2,007,126.03	535768	7,126.03	At Maturity	3010
14-Mar-18	1,000,000.00	2.48%	Suncorp Bank	A-1	24-Oct-17	1,000,543.56	535890	543.56	At Maturity	3021
19-Mar-18	2,000,000.00	2.55%	Suncorp Bank	A-1	11-Sep-17	2,007,126.03	535769	7,126.03	At Maturity	3011

## Camden Council

## Investment Holdings Report - October 2017



## Term Deposits

Maturity Date	Amount (\$)	Rate	Institution	Credit Rating	Purchase Date	Amount plus Accrued Int (\$)	Deal No.	Accrued Interest (\$)	Coupon Frequency	Reference
21-Mar-18	1,500,000.00	2.50%	Suncorp Bank	A-1	25-Oct-17	1,500,719.18	535891	719.18	At Maturity	3022
26-Mar-18	1,000,000.00	2.55%	Suncorp Bank	A-1	27-Sep-17	1,002,445.21	535802	2,445.21	At Maturity	3013
28-Mar-18	1,000,000.00	2.57%	National Australia Bank	A-1+	4-Oct-17	1,001,971.51	535829	1,971.51	At Maturity	3014
3-Apr-18	1,500,000.00	2.48%	National Australia Bank	A-1+	30-Oct-17	1,500,203.84	535895	203.84	At Maturity	3023
9-Apr-18	1,000,000.00	2.60%	AMP Bank	A-1	10-Oct-17	1,001,567.12	535859	1,567.12	At Maturity	3017
10-Apr-18	1,000,000.00	2.59%	National Australia Bank	A-1+	10-Apr-17	1,014,546.58	535513	14,546.58	At Maturity	2965
16-Apr-18	1,000,000.00	2.59%	ING Bank (Australia)	A-1*	17-Jul-17	1,007,592.60	535644	7,592.60	At Maturity	2995
2-May-18	1,000,000.00	2.60%	Commonwealth Bank of Australia	A-1+	4-Jul-17	1,008,542.95	535641	8,542.95	At Maturity	2992
7-May-18	1,000,000.00	2.60%	Commonwealth Bank of Australia	A-1+	4-Jul-17	1,008,547.95	535642	8,547.95	At Maturity	2993
21-Jun-18	2,000,000.00	2.60%	AMP Bank	A-1	21-Jun-17	2,018,947.95	535467	18,947.95	At Maturity	2988
25-Jun-18	1,000,000.00	2.60%	AMP Bank	A-1	21-Jun-17	1,009,473.97	535468	9,473.97	Annually	2989
1-Aug-18	1,000,000.00	4.15%	Bank of Queensland	A-2	5-Aug-14	1,009,664.38	535480	9,664.38	Annually	2738
1-Nov-18	2,500,000.00	5.00%	Bank of Queensland	BBB+	4-Nov-13	2,623,972.60	535476	123,972.60	Annually	2653
22-Nov-18	1,000,000.00	5.10%	Bank of Queensland	BBB+	25-Nov-13	1,047,646.58	535477	47,646.58	Annually	2661
28-Feb-19	1,000,000.00	5.00%	Rabodirect	A+	28-Feb-14	1,033,698.63	535516	33,698.63	Annually	2702
6-Mar-19	1,200,000.00	5.00%	Rabodirect	A+*	3-Mar-14	1,239,945.21	535517	39,945.21	Annually	2703
15-May-19	1,500,000.00	4.55%	Westpac Group	AA-	15-May-14	1,514,584.93	535487	14,584.93	Quarterly	2717
22-May-19	1,500,000.00	4.55%	Westpac Group	AA-	21-May-14	1,513,463.01	535536	13,463.01	Quarterly	2718
27-Nov-19	1,000,000.00	4.10%	Rabodirect	A+*	27-Nov-14	1,037,967.12	535518	37,967.12	Annually	2760
4-Dec-19	1,500,000.00	4.25%	Bendigo and Adelaide Bank	BBB+	28-Nov-14	1,559,034.25	535488	59,034.25	Annually	2762
11-Dec-19	1,500,000.00	4.00%	National Australia Bank	AA-	16-Dec-14	1,552,602.74	535504	52,602.74	Annually	2766
19-Dec-19	1,000,000.00	3.85%	Macquarie Bank	A	19-Dec-14	1,110,542.47	535503	110,542.47	At Maturity	2767
2-Feb-20	1,000,000.00	3.90%	Westpac Group	AA-	2-Feb-15	1,009,723.29	535537	9,723.29	Quarterly	2772
15-Mar-21	1,000,000.00	3.60%	Bank of Queensland	BBB+	15-Mar-17	1,022,783.56	535484	22,783.56	Annually	2958
7-Apr-21	1,000,000.00	3.50%	Bank of Queensland	BBB+	3-Apr-17	1,020,328.77	535486	20,328.77	Annually	2963
17-May-21	1,000,000.00	3.10%	Westpac Group	AA-	16-May-17	1,006,539.73	535544	6,539.73	Quarterly	2975



**Camden Council**  
Investment Holdings Report - October 2017

<b>Term Deposits</b>										
Maturity Date	Amount (\$)	Rate	Institution	Credit Rating	Purchase Date	Amount plus Accrued Int (\$)	Deal No.	Accrued Interest (\$)	Coupon Frequency	Reference
1-Feb-22	1,000,000.00	3.60%	Westpac Group	AA-	1-Feb-17	1,009,073.97	535538	9,073.97	Quarterly	2936
2-Feb-22	1,500,000.00	3.57%	Westpac Group	AA-	2-Feb-17	1,513,350.82	535539	13,350.82	Quarterly	2937
10-Feb-22	1,000,000.00	3.56%	Westpac Group	AA-	10-Feb-17	1,008,095.34	535540	8,095.34	Quarterly	2938
15-Feb-22	1,500,000.00	3.75%	Bank of Queensland	BBB+	15-Feb-17	1,539,914.38	535547	39,914.38	Annually	2939
22-Feb-22	2,000,000.00	3.64%	Westpac Group	AA-	22-Feb-17	2,014,161.10	535541	14,161.10	Quarterly	2940
28-Feb-22	1,000,000.00	3.75%	Bank of Queensland	BBB+	27-Feb-17	1,025,376.71	535483	25,376.71	Annually	2946
28-Feb-22	1,000,000.00	3.55%	Westpac Group	AA-	28-Feb-17	1,006,321.92	535542	6,321.92	Quarterly	2950
1-Mar-22	1,000,000.00	3.58%	Westpac Group	AA-	1-Mar-17	1,005,983.01	535543	5,983.01	Quarterly	2952
3-Mar-22	1,000,000.00	3.60%	Westpac Group	AA-	3-Mar-17	1,005,720.55	535545	5,720.55	Quarterly	2954
9-Mar-22	1,000,000.00	3.61%	Westpac Group	AA-	9-Mar-17	1,005,044.11	535546	5,044.11	Quarterly	2956
23-Mar-22	500,000.00	3.80%	Bank of Queensland	BBB+	23-Mar-17	511,608.22	535485	11,608.22	Annually	2960
4-May-22	1,000,000.00	3.60%	Bank of Queensland	BBB+	8-May-17	1,017,457.53	535487	17,457.53	Annually	2971
	<b>106,700,000.00</b>					<b>108,203,994.99</b>		<b>1,503,994.99</b>		



**DRAFT INVESTMENT  
POLICY  
P3.0162.2**

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## INVESTMENT POLICY

**DIVISION:** CUSTOMER AND CORPORATE STRATEGY

**BRANCH:** FINANCE AND PROPERTY SERVICES

**CATEGORY:** 2

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### Glossary of Terms

**Authorised Deposit Taking Institutions (ADI)**- these are either a Bank, Credit Union or Building Society that is authorised under the Banking Act 1959 (Cwth) to take deposits from customers. These institutions are monitored by the Government's financial regulator the Australian Prudential Regulatory Authority (APRA).

**Approved Investments**- Investments limited to those allowed by the Ministerial Investment Order, or as otherwise further restricted by this Policy. These include:

- *Commonwealth/State/Territory Government securities e.g. bonds*:-  
These are interest paying securities which are issued by one of the above Australian government bodies and are guaranteed by that issuer. As such, these securities carry the same credit rating as the issuing government body.
- *Interest bearing deposits or senior bonds issued by an authorised deposit taking institution (ADI)*:-  
These are interest paying deposits such as term or at-call deposits and the senior bonds of an authorised deposits taking institution such as a bank, building society or credit union. The interest paid may be of a fixed and/or a variable/floating nature. Senior bonds are also commonly referred to as senior fixed or senior floating rate notes.
- *Bills of exchange, (<200 days duration), guaranteed by an authorised deposit taking institution (ADI)*:-  
These are short term investments guaranteed by the issuing ADI and are purchased at a discount to the final price to be paid on maturity. These securities generally provide better accessibility than term deposits and carry the same credit rating of the comparable term deposit from the same issuing financial institution. These investments may also be known as "bank bills".
- *Debentures issued by NSW Local Government*;  
Debentures are income paying securities issued and guaranteed by a NSW Local Government entity.
- *Deposits with NSW Treasury &/or Investments in NSW Treasury Corporation's Investment Management Funds(ex-Hour Glass Facility)*:-  
NSW Treasury Corporation Investment Managed (NSW TCorpIM) Funds are managed funds that invest in a range of pre-approved investments – the funds are not guaranteed by the NSW Government. Whilst some NSW TCorpIM Funds eligible under NSW Local Government Ministerial Investment Order allow for investment in the share market, under Camden Council's Investment Policy only those options that are solely invested in the cash and fixed interest sectors are eligible

**Bank Bill Swap Rate (BBSW)** - BBSW is the average of mid-rate bank bills and is calculated daily. It is used as an independent reference. Floating rate securities are most commonly reset quarterly to the 90 day BBSW.

**Basel III** – The Basel Committee for Banking Supervision initially met in 2008 in Basel, Switzerland to devise new global liquidity regulations in reaction to banking weaknesses uncovered during the Global Financial Crisis. The area most relevant to Council is that any obligation a bank has maturing in the next 30 days is treated as if it was cash maturing in 1 day and the bank must have sufficient assets on hand to cover every obligation maturing in the 30 day timeframe. Banks need to keep highly liquid assets that attract lower yields and these costs are passed on in the form of lower interest rates. Consequently, banks do not allow clients to "break" term deposits without a 31 day notice and then with a likely steep reduction in the interest rate being paid on the deposit.

**Bloomberg Ausbond Index** – This Index is the NSW Local Government industry standard benchmark formerly known as the UBS Australia Bank Bill Index. This is the generally accepted benchmark for short term, conservative cash and fixed income investors and allows benchmarking against a notional rolling parcel of bank bills averaging 45 days which is calculated by portfolio of 90 day bank bills over a specified period.

**Credit Risk** – The risk that a party or guarantor will fail to fulfil its obligations. In the context of this document it relates to the risk of loss due to the failure of the institution/entity with which an investment is held to pay the interest and/or repay the principal of an investment.

**Debenture** - A debenture is a document evidencing an acknowledgement of a debt, which a company has created for the purpose of raising capital. Debentures are issued by companies in return for medium and long-term investment of funds by lenders.

**Diversification** – The requirement to place investments in a broad range of products and counterparties so as not to be over exposed to a particular sector of the investment market.

**FRN** - A Floating Rate Note (FRN) is a medium to long term fixed interest investment where the coupon is a fixed margin ("coupon margin") over a benchmark, also described as a "floating rate". The benchmark is usually the BBSW and is reset at regular intervals – most commonly quarterly.

**Interest Rate Risk** – Interest rate risk is the risk that the fair value or future cash flow of an investment will fluctuate because of changes in market interest rates.

**Investment Portfolio** – The total pool of Council's cash and fixed income investments.

**Liquidity Risk** - The risk that Council runs out of cash, is unable to redeem the investments at a fair price within a timely period, and thereby incurs additional costs (or in the worst case is unable to execute its spending plans) – either due to its own liquidity management, or through changes in the liquidity profile of an investment.

**LGGR** - Local Government (General) Regulation 2005 NSW.

**Market Risk** – The risk that fair value or future cash flows of an investment will fluctuate due to changes in market prices or benchmark returns will unexpectedly overtake the investment's return.

**Maturity Risk** – The risk relating to the length of term to maturity of the investment. The longer the term, the greater the length of exposure and risk to market volatilities from changes in interest rates, market conditions and deteriorating credit.

**NCD** – (Negotiable Certificates of Deposit) are similar to Bank bills and are issued by institutions for a fixed amount (usually for a period of 185 days or less but sometimes for longer terms). They are sold at a discounted face value i.e an NCD for \$100,000 with a 180 day maturity @ 3% would be purchased for approx. \$98,520. The difference is the interest earned. They can also be traded in the secondary market and are therefore more liquid than term deposits. Sometimes referred to as "Transferable Certificate of Deposit" (TCD).

**Official Cash Rate** - This is the rate set by the Reserve Bank of Australia and is seen as the "risk free rate" for cash investments.

**OLG** - NSW Office of Local Government

**Prohibited Investments** - Investment classes that have been noted by the OLG in its guidelines for NSW Local Government Investment Policy and draft policy document following the Global Financial Crises. These include, but are not limited to, any investment carried out for speculative purposes, such as:

- *Derivative based instruments:-*  
Derivatives is a wide ranging category of investments whose value is tied to the fluctuations of an underlying asset. Derivatives are used to hedge investment risk or for speculative purposes. Derivatives include futures contracts, forward contracts, swap agreements, and options. Refer below for definitions.
- *Principal only investments or securities that provide nil or negative cash flow:*  
This is in reference to a popular type of pre-GFC investment where the capital of a derivative based instrument was "protected" by an underlying zero coupon bond which would eventually provide an investor's capital upon maturity if the product itself defaulted. A zero coupon bond is issued at a deep discount to par and pays out a known rate upon its maturity with no interest payments along the way.
- *Standalone securities issued that have underlying futures, options, forward contracts and swaps of any kind:-*
- *Futures and Forwards are agreements between two parties for the exchange of an asset at an agreed-upon price and date. Futures are standardized and done on a market and forwards are done "over-the-counter" with little or no regulation.*
- *Options are similar to futures, except the buyer/ seller has an option, not an obligation, to sell/buy at the stated price.*
- *Swap agreements are made between two parties to trade their loan, currency or commodity arrangements. For example, a holder of a fixed rate loan may enter an interest swap with the holder of a floating rate loan whereby the parties take onboard each other's obligation to the benefit of their specific needs.*

- *Leveraging, or borrowing to invest, is also prohibited.*
- *Subordinated bonds issued by an ADI: these bonds rank below an ADI's covered bonds, term deposits and senior bonds in terms of wind-up obligations. Subordinated bonds may be converted to shares in the case of a bank's cash constraints.*

**Preservation of Capital** - Preservation of capital refers to an investment strategy with the primary goal of preventing losses in an investment portfolio's total value.

**Prudent person standard** - Prudent person standard is a legal standard restricting the investing and managing of a client's account to what a prudent person seeking reasonable income and preservation of capital might exercise for his or her own investment.

**Responsible Accounting Officer** - Responsible Accounting Officer (RAO) of a council means a member of the staff of the council designated by the General Manager, or if no such member has been designated, the General Manager. (LGGR, clause 196)

**Rollover Risk** - The risk that income will not meet expectations or budgeted requirements because future interest rates are lower than expected. As deposits and bank securities mature and need to be reinvested, margins may contract thereby resulting in a reduction of income over time.

**Securities** - For financial markets these are the many types of financial instruments (i.e., documents) that are traded in financial markets (except derivatives & contracts), e.g., bonds and shares.

**Term Deposit** - Funds invested with a financial institution at a predetermined rate that applies for the duration of the deposit. The principal is held on deposit for a fixed term with interest payable at set periods during the term and/or on maturity. Increasingly banking regulation requires term deposits to be issued on "unbreakable" terms or at a minimum funds cannot be withdrawn for a minimum period of 31 days.

**At-call deposits** - Cash invested on an overnight basis. Funds can be recalled or re-invested before 11am on the following business day.

## 1. PURPOSE OF THIS POLICY

The purpose of this Policy is to ensure that Council and its representatives exercise care, diligence and skill that a prudent person would exercise in investing Council's funds in seeking to first minimise the risk of loss or liquidity constraints, and secondly to receive the appropriate returns. It details:

- Council Funds covered by this Investment Policy Statement;
- Council's objectives for its investment portfolio/s;
- how investments are to be undertaken;
- the applicable risks to be managed;
- any constraints and other prudential requirements to apply to the investments of funds having regard to the applicable legislation and regulations governing Council investments;
- the manner in which compliance with the Policy & Strategy will be monitored and reported;
- appropriate benchmarks for each category of investment.

## 2. POLICY OBJECTIVE

The purpose of this policy is to provide a framework for the optimum investment of Camden Council's funds at the most favourable rate of interest available to it at the time to maximize returns whilst having due consideration of risk tolerance, liquidity and security for its investments.

While exercising the power to invest, consideration needs to be given to the preservation of capital, liquidity and the return on investment. Council therefore has several primary objectives for its investment portfolio:

- Compliance with legislation, regulations, the "prudent person" tests of the *Trustee Act* and best practice guidelines.
- Preservation of capital is the main priority of the investment portfolio. Investments are to be placed in a manner that seeks to ensure security and safeguarding of the investment portfolio. This includes managing credit and interest rate risk within identified thresholds and parameters.
- Investments should be allocated to ensure there is sufficient liquidity to meet all reasonably anticipated cash flow requirements, as and when they fall due, without incurring the risk of significant costs due to the unanticipated sale of an investment.
- Investments are expected to maximize returns in line with Council's risk tolerance, having taken due care to ensure that Council deals on the most efficient terms reasonably possible.

### 3. POLICY GUIDELINES

#### **3.1 Legislative Requirements**

All investments are to comply with the following:

- *Local Government Act 1993; S142 & S625*
- *Local Government (General) Regulation 2005; Clause 212*
- *NSW Trustee Act 1925; S14A(2), S14C(1)(2)*
- *Ministerial Investment Order 2011;*
- *Local Government Code of Accounting Practice and Financial Reporting;*
- *Australian Accounting Standards;*
- *Office of Local Government Circulars; and*
- *Office of Local Government Investment Guidelines.*

#### **3.2 Delegation of Authority**

Authority for implementation of the Investment Policy is delegated by Council to the General Manager in accordance with the *Local Government Act 1993*.

The General Manager may in turn delegate the day-to-day management of Council's investments to the Responsible Accounting Officer or senior staff, subject to regular review. The Responsible Accounting Officer is the Chief Financial Officer.

Delegated staff will have the appropriate level of skills to undertake the investment functions of Council.

Officers delegated to manage Council's investments shall be recorded and are required to acknowledge that they have received a copy of this Policy and understand their obligations in this role.

#### **3.3 Prudent Person Standard**

Council has a fiduciary responsibility when investing. Council's investments will be managed with care, diligence and skill that a prudent person would exercise. As trustees of public monies, officers are to manage Council's investment portfolio to safeguard the portfolio in accordance with the spirit of this Investment Policy, and not for speculative purposes.

#### **3.4 Ethics and Conflicts of Interest**

Officers shall refrain from personal activities that would conflict with the proper execution and management of Council's investment portfolio. This policy requires officers to disclose any conflict of interest to the General Manager.

Independent advisors are also required to declare that they have no actual or perceived conflicts of interest.

**Third Party suppliers and dealers** - Council will structure its affairs to minimise costs, favouring dealing directly with other institutions with the assumption of better net terms. Where intermediation is necessary, ideally, arrangements should result in a rebate of brokerage.

At times, it will be advantageous to deal with third parties that are remunerated on a transaction rather than retainer basis. Council will use such suppliers where favourable, and have regard to obtaining the most favourable terms. Specifically, Council will have regard to:

- Administrative cost savings;
- Ability to access higher (retail) rates where these outweigh any additional direct transaction costs;
- Access to ADIs that would not normally have an institutional direct channel (i.e. Cominvest); and
- Limited access or Initial Public Offering (IPO) deals, or other secondary market opportunities that are only available from specific sources

Council will take steps to ensure that:

- Any suppliers used are appropriately licensed, reputable and capable;
- Funds and identification data are sufficiently secured;
- Third party arrangements do not materially worsen Council's credit risks by creating exposure to the dealer as counterparty; and
- Remuneration arrangements are reasonable and transparent, whether paid by Council or by the issuer directly

#### 4. APPROVED INVESTMENTS

Investments are limited to those allowed by the Ministerial Investment Order as further restricted to include:

- Commonwealth/State/Territory Government securities e.g. bonds;
- Interest bearing deposits or senior bonds issued by an authorised deposit taking institution (ADI);
- Bills of exchange (<200 days duration), guaranteed by an authorised deposit taking institution (ADI);
- Debentures issued by NSW Local Government; and
- Deposits with NSW Treasury &/or Investments in NSW Treasury Corporation's Investment Management Funds – currently Cash and Strategic Cash.

#### 5. CURRENCY

All investments must be made in Australian dollars only.

#### 6. PROHIBITED INVESTMENTS

This investment policy prohibits but is not limited to any investment carried out for speculative purposes, including:

- Derivative based instruments;
- Principal only investments or securities that provide potentially nil or negative cash flow; and
- Stand-alone securities issued that have underlying futures, options, forwards contracts and swaps of any kind;
- Other investments excluded by the Investment Order.

This policy also prohibits the use of leveraging (borrowing to invest) of an investment.

However, nothing in the Policy shall prevent the drawing down of a loan for a specific purpose and the placement of funds on a short-term deposit ahead of their deployment.

## 7. RISK MANAGEMENT GUIDELINES

Investments are expected to achieve a market average rate of return in line with Council's risk tolerance and are to be considered in light of the following key criteria (see also glossary of terms):

1. Preservation of Capital – the requirement for preventing losses in an investment portfolio's total value (considering the time value of money);
2. Liquidity risk – the risk an investor is unable to redeem the investment at fair price within a timely period
3. Diversification – setting limits to the amounts invested with a particular financial institution or government authority to reduce credit risk,
4. Credit risk – the risk that an institution/entity Council has invested in fails to pay the interest and or repay the principal of an investment;
5. Market risk – the risk that the fair value of future cash flows of an investment will fluctuate due to changes in market prices;
6. Maturity risk – the risk relating to the length of term to maturity of the investment. The longer the term, the greater the length of exposure and risk to market volatilities.

### 7.1 Credit and Maturity Guidelines

Investments are to comply with four key criteria relating to:

- **Foreign Owned Banks:** limit exposure to overseas financial markets;
- **Institutional Credit Framework:** limit exposure to individual institutions based on their credit ratings;
- **Overall Portfolio Credit Framework:** limit overall credit exposure of the portfolio and;
- **Term to Maturity Framework:** limits based upon maturity of securities.

#### (a) Foreign Owned Banks

Foreign subsidiary banks which are monitored by the Australian Prudential Regulatory Authority (APRA) may be invested in subject to a maximum 25% of the total portfolio

Those entities listed as a Branch of a Foreign Bank whilst an Authorised Deposit Taking Institution (ADI) and eligible to be invested under the prevailing Ministerial Investment Order are not an approved investment institution under this Policy.

A foreign subsidiary bank may have offshore shareholders, but is separately incorporated in Australia and is covered by the Australian Government Savings Guarantee to the same extent as other Australian banks. Australian depositors are the most senior creditor.

In contrast, a foreign branch is not a separate legal entity, and therefore could be subject to claims if offshore assets of the group became impaired.

**(b) Institutional Credit Framework**

Exposure to an individual institution will be restricted by their credit rating so that single entity exposure is limited, as detailed in the table below:

Credit rating agencies apply short term ratings to investments with 12 months or less to maturity and long term ratings to those with greater than 12 months to maturity. When Council has short term and long term holdings with the same institution, the limit associated to the institution's short term rating will be used.

Short Term Credit Ratings (maturities ≤ 12mos )	Long Term Credit Ratings (maturities > 12mos)	Institution Max %
A-1+	AAA	40%
A-1	AA	40%
A-2	A	35%
A-3	BBB	15%
APRA regulated Foreign Subsidiary Banks		5%

NSW Treasury Corp Deposits and TCorp IM Funds *	Max %
11am, Term Deposits or Bonds	30%
TCorpIM Cash Fund	30%
TCorpIM Strategic Cash Fund	20%

Credit ratings are based upon the Standard & Poor's Investment Rating, or equivalent, where a Standard & Poor's Investment Rating does not exist.

If any of the Council's investments are downgraded such that they no longer fall within the investment policy limits, they will be divested as soon as practicable having regard to potential losses resulting from early redemption and subject to minimising any loss of capital that may arise from compliance with this provision.

A resolution of Council is required for the early termination of an investment where a potential loss of capital is to be realised.

\* The NSW TCorpIM Cash and Strategic Cash Funds are unrated, but the underlying investments are highly rated and the funds are managed to a credit score commensurate with AAA or AA rating respectively.

The Cash Fund invests in minimum A1 short term and AA- long term rated investments. The Strategic Cash Fund invests in minimum A2 short term and A long term investments. These funds provide monthly income payments, diversification and quick access to funds.

**(c) Overall Portfolio Credit Framework**

To control the credit quality on the entire portfolio, the following credit framework limits the percentage of the total portfolio exposed to particular credit rating categories.

Short Term Credit Ratings (maturities ≤ 12mos)	Long Term Credit Ratings (maturities > 12mos)	Institution Max %
A-1+	AAA	100%
A-1	AA	100%
A-2	A	50%
A-3	BBB	10%
APRA regulated Foreign Subsidiary Banks		25%
NSW Treasury Corp Deposits and TCorpIM Funds		80%

Credit ratings are based upon the Standard & Poor's Investment Rating, or equivalent, where a Standard & Poor's Investment Rating does not exist.

**(d) Term to Maturity Framework**

The investment portfolio is to be invested within the following maturity constraints:

Overall Portfolio Term to Maturity Limits		
Portfolio % ≤1 year	Min 40%	Max 100%
Portfolio % >1 year ≤ 3 year	Min 0%	Max 60%
Portfolio % >3 year ≤5 year	Min 0%	Max 30%

## 8. INVESTMENT STRATEGY

An Investment Strategy will run in conjunction with the Investment Policy. The investment strategy will be reviewed with an independent investment advisor once a quarter. The Strategy will outline:

- Council's current cash flow expectations and the implications for deviations from a long-term liquidity profile;
- Diversification: the allocation of investment type, credit quality, counterparty exposure and term to maturity profile;
- Market conditions and the appropriate responses – particularly relative positioning within the limits outlined in this policy;
- Relative return outlook, risk-reward considerations, assessment of the market cycle and hence constraints on risk; and
- Optimisation of overall eligible investments for Council's portfolio.

## 9. LIQUIDITY REQUIREMENTS

Liquidity refers to the minimum level of liquid funds available to finance day to day requirements. Cash flow must be monitored daily and Council will ensure that it has access to the required funds to meet liquidity needs.

## 10. INVESTMENT ADVISORS

Council's investment advisor must be approved by the General Manager and licensed by the Australian Securities and Investment Commission. The advisor must be an independent person who has no actual or potential conflict of interest in relation to investment products being recommended and is free to choose the most appropriate product within the terms and conditions of this Investment Policy.

The independent advisor is required to provide written confirmation that they do not have any actual or potential conflicts of interest in relation to the investments they are recommending or reviewing, including that they are not receiving any commissions or other benefits in relation to the investments being recommended or reviewed. An exception applies where any commission is fully remunerated to Council. The advisor shall also assist Council to ensure that the commercial terms on which Council is offered investments by banks, fund managers, issuers and brokers are fair and reasonable.

#### 11. MEASUREMENT

The investment return for the portfolio is to be regularly reviewed by Council's financial advisor by assessing the market value of the portfolio. The market value is to be assessed at least once a month to coincide with monthly reporting.

#### 12. PERFORMANCE BENCHMARKS

The performance of the investment portfolio shall be measured against the industry standard Bloomberg Ausbond Bank Bill Index and/or the Official Cash Rate.

Monies invested "At Call" should where possible reference the Official Cash Rate.

It is also expected that Council will take due steps to ensure that any investment is executed at the best price possible.

#### 13. REPORTING AND REVIEWING OF INVESTMENTS

Documentary evidence must be held for each investment and details thereof maintained in an investment Register.

The documentary evidence must provide Council legal title to the investment (noting that for some investments, such as NSW TCorpIM Funds, they will be held in safe custody with Council nominated as beneficial owner).

All investments are to be appropriately recorded in Council's financial records and reconciled monthly to the General Ledger.

A monthly report will be provided to Council. The report will detail the investment portfolio in terms of investments currently held by Council, including the investments' maturity dates and interest rate return and the issuing institution.

#### 14. REVIEW AND VARIATION TO INVESTMENT POLICY

This Investment Policy will be reviewed at least once a year or as required in the event of legislative changes or extreme market changes. Should any legislative change occur, any inconsistencies will prevail over the Policy, and Council will immediately initiate a Policy review.

All changes to this Investment Policy are to be reported to Council as soon as practicable with any amendments to the Investment Policy to ultimately be by way of Council resolution.

## 15. AUDIT REQUIREMENTS

Council's external auditors will require independent certification from the relevant financial institutions (banks, fund managers, etc) to confirm the balance of investments held on Council's behalf at the end of the financial year.

Council's external auditor will also periodically review the adequacy of the investment policy, strategy and management's internal controls as part of their audit review program.

## 16. SCHEDULES

(twelve pages)

- Schedule 1 – Standard & Poor's Ratings Description;
- Schedule 2 – Copies of Relevant Legislation.

**SCHEDULE 1 (Two pages)****Standard & Poor's Ratings Description****Credit Ratings**

Standard & Poor's (S&P) is a professional organisation that provides analytical services. An S&P rating is an opinion of the general creditworthiness of an obligor with respect to particular debt security or other financial obligation — based on relevant risk factors.

Credit ratings are based, in varying degrees, on the following considerations:

- Likelihood of payment.
- Nature and provisions of the obligation.
- Protection afforded by, and relative position of, the obligation in the event of bankruptcy, reorganisation or other laws affecting creditors' rights.

The issue rating definitions are expressed in terms of default risk.

Short-Term Obligation Ratings are:

**A-1:** This is the highest short-term category used by S&P. The obligor's capacity to meet its financial commitment on the obligation is strong. Within this category, certain obligations are designated with a plus sign (+). This indicates that the obligor's capacity to meet its financial commitment on these obligations is extremely strong.

**A-2:** A short-term obligation rated A-2 is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligations in higher rating categories. However, the obligor's capacity to meet its financial commitment on the obligation is satisfactory.

**A-3:** A short-term obligation rated A-3 exhibits adequate protection parameters. However, adverse economic conditions or changing circumstances are more likely to lead to a weakened capacity of the obligor to meet its financial commitment on the obligation.

Long-Term Obligations Ratings are:

**AAA:** An obligation/obligor rated AAA has the highest rating assigned by S&P. The obligor's capacity to meet its financial commitment on the obligation is extremely strong.

**AA:** An obligation/obligor rated AA differs from the highest rated obligations only in a small degree. The obligor's capacity to meet its financial commitment on the obligations is very strong.

**A:** An obligation/obligor rated A is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligations/obligor in higher rated categories. However, the obligors' capacity to meet its financial commitment on the obligation is still strong.

**BBB:** An obligation/obligor rated BBB exhibits adequate protection parameters. However, adverse economic conditions or changing circumstances are more likely to lead to a weakened capacity to the obligor to meet its financial commitment on the obligation.

**Unrated:** Financial institutions do not necessarily require a credit rating from the various ratings agencies such as Standard and Poor's and these institutions are classed as "Unrated". Most Credit Unions and Building Societies fall into this category. These institutions nonetheless must adhere to the capital maintenance requirements of the Australian Prudential Regulatory Authority (APRA) in line with all Authorised Deposit Taking Institutions (Banks, Building Societies and Credit Unions).

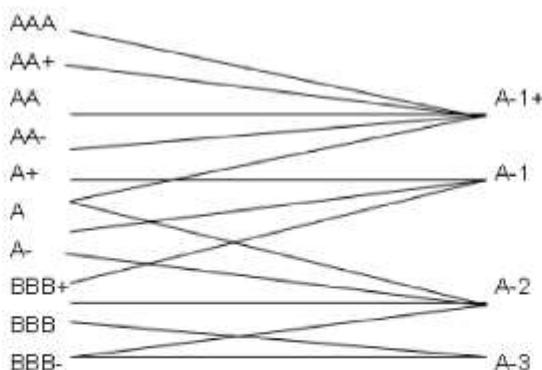
**Plus (+) or minus (-):** The ratings from "AA" to "BBB" may be modified by the addition of a plus or minus sign to show relative standing within the major rating categories. Each new investment and investment recall requires two authorised signatories.

CreditWatch highlights an emerging situation, which may materially affect the profile of a rated corporation and can be designed as positive, developing or negative. Following a full review the rating may either be affirmed or changed in the direction indicated.

A Rating Outlook assesses the potential direction of an issuer's long-term debt rating over the intermediate-to-long term. In determining a Rating Outlook, consideration is given to possible changes in the economic and/or fundamental business conditions. An outlook is not necessarily a precursor of a ratings change or future CreditWatch action. A "Rating Outlook – Positive" indicates that rating may be raised. "Negative" means a rating may be lowered. "Stable" indicates that ratings are not likely to change. "Developing" means ratings may be raised or lowered.

**S&P Ratings Correlations**

*The standard correlation of short-term ratings with long-term ratings is shown below.*



**SCHEDULE 2 (seven pages):***Extracts of Legislative Requirements*

## LOCAL GOVERNMENT ACT 1993 - SECT 412 &amp; 625

**Section 412 Accounting Records**

- (1) A council must keep such accounting records as are necessary to correctly record and explain its financial transactions and its financial position.
- (2) In particular, a council must keep its accounting records in a manner and form that facilitate:
  - (a) the preparation of financial reports that present fairly its financial position and the results of its operations, and
  - (b) the convenient and proper auditing of those reports.

**Section 625 How May Councils Invest?**

- (1) A council may invest money that is not, for the time being, required by the council for any other purpose.
- (2) Money may be invested only in a form of investment notified by order of the Minister published in the Gazette.
- (3) An order of the Minister notifying a form of investment for the purposes of this section must not be made without the approval of the Treasurer.
- (4) The acquisition, in accordance with section 358, of a controlling interest in a corporation is not an investment for the purposes of this section.

**THE TRUSTEE AMENDMENT (DISCRETIONARY INVESTMENTS) ACT1997 –  
SECTIONS 14A(2), 14C (1) & (2)**

**14A (2) Duties of trustee in respect of power of investment:**

A trustee must, in exercising a power of investment:

- (a) if the trustee's profession, business or employment is or includes acting as a trustee or investing money on behalf of other persons, exercise the care, diligence and skill that a prudent person engaged in that profession, business or employment would exercise in managing the affairs of other persons, or
- (b) if the trustee is not engaged in such a profession, business or employment, exercise the care, diligence and skill that a prudent person would exercise in managing the affairs of other persons.

**14C Matters to which trustee is to have regard when exercising power of investment**

- (1) Without limiting the matters that a trustee may take into account when exercising a power of investment, a trustee must, so far as they are appropriate to the circumstances of the trust, if any, have regard to the following matters:
  - (a) the purposes of the trust and the needs and circumstances of the beneficiaries,
  - (b) the desirability of diversifying trust investments,
  - (c) the nature of, and the risk associated with, existing trust investments and other trust property,
  - (d) the need to maintain the real value of the capital or income of the trust,
  - (e) the risk of capital or income loss or depreciation,
  - (f) the potential for capital appreciation,
  - (g) the likely income return and the timing of income return,
  - (h) the length of the term of the proposed investment,
  - (i) the probable duration of the trust,
  - (j) the liquidity and marketability of the proposed investment during, and on the determination of, the term of the proposed investment,
  - (k) the aggregate value of the trust estate,
  - (l) the effect of the proposed investment in relation to the tax liability of the trust,

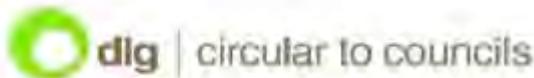
- (m) the likelihood of inflation affecting the value of the proposed investment or other trust property,
  - (n) the costs (including commissions, fees, charges and duties payable) of making the proposed investment,
  - (o) the results of a review of existing trust investments in accordance with section 14A (4).
- (2) A trustee may, having regard to the size and nature of the trust, do either or both of the following:
- (a) obtain and consider independent and impartial advice reasonably required for the investment of trust funds or the management of the investment from a person whom the trustee reasonably believes to be competent to give the advice,
  - (b) pay out of trust funds the reasonable costs of obtaining the advice.

LOCAL GOVERNMENT (GENERAL) REGULATION 2005 - CLAUSE 212

## 212 Reports on council investments

- (1) The responsible accounting officer of a council
- (a) must provide the council with a written report (setting out details of all money that the council has invested under section 625 of the Act) to be presented:
    - i) if only one ordinary meeting of the council is held in a month, at that meeting, or
    - ii) if more than one such meeting is held in a month, at whichever of those meetings the council by resolution determines, and
  - (b) must include in the report a certificate as to whether or not the investment has been made in accordance with the Act, the regulations and the Council's investment policies.
- (2) The report must be made up to the last day of the month immediately preceding the meeting.

Note. Section 625 of the Act says how a council may invest its surplus funds.



Circular No: 11-01  
Date: 17 February 2011  
Doc ID: A232183

Contact: Finance Policy Section  
02 4428 4100  
dlg@dlg.nsw.gov.au

### REVISED MINISTERIAL INVESTMENT ORDER

A revised Investment Order pursuant to section 625 of the *Local Government Act 1993* has been issued. The Minister for Local Government signed the revised Order on 12 January 2011 and it was published in the NSW Government Gazette on 11 February 2011. It replaces the Order dated 31 July 2008. The revised Order is attached to this circular.

Changes to the Investment Order include:

- the removal of the ability to invest in the mortgage of land (part (c) of the Investment Order dated 31 July 2008)
- the removal of the ability to make a deposit with the Local Government Financial Services Pty Ltd (part (f) of the order dated 31 July 2008)
- the addition of "Key Considerations" in the revised Investment Order, which includes a comment that a council's General Manager, or any other staff, with delegated authority by a council to invest in funds on behalf of the council must do so in accordance with the council's adopted investment policy.

Councils are reminded that on 25 May 2010 the Division of Local Government issued Investment Policy Guidelines (Circular to Councils 10-11 refers). It is expected that all councils will by now have adopted an Investment Policy in accordance with the Guidelines.

Ross Woodward  
Chief Executive, Local Government  
A Division of the Department of Premier and Cabinet

Department of Local Government  
5 O'Keefe Avenue NOWRA NSW 2541  
Locked Bag 3015 NOWRA NSW 2541  
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E dlgs@dlg.nsw.gov.au W www.dlg.nsw.gov.au ABN 99 567 863 195

INVESTMENT POLICY  
Adopted by Council

Next Review Date: dd/mm/yyyy  
EDMS #:

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**LOCAL GOVERNMENT ACT 1993 – INVESTMENT ORDER**

(Relating to investments by councils)

I, the Hon. Barbara Perry MP, Minister for Local Government, in pursuance of section 625(2) of the *Local Government Act 1993* and with the approval of the Treasurer, do, by this my Order, notify for the purposes of section 625 of that Act that a council or county council may only invest money (on the basis that all investments must be denominated in Australian Dollars) in the following forms of investment:

- (a) any public funds or securities issued by or guaranteed by, the Commonwealth, any State of the Commonwealth or a Territory;
- (b) any debentures or securities issued by a council (within the meaning of the *Local Government Act 1993* (NSW));
- (c) interest bearing deposits with, or any debentures or bonds issued by, an authorised deposit-taking institution (as defined in the *Banking Act 1959* (Cwth)), but excluding subordinated debt obligations;
- (d) any bill of exchange which has a maturity date of not more than 200 days, and if purchased for value confers on the holder in due course a right of recourse against a bank which has been designated as an authorised deposit-taking institution by the Australian Prudential Regulation Authority;
- (e) a deposit with the New South Wales Treasury Corporation or investments in an Hour-Glass investment facility of the New South Wales Treasury Corporation;

All investment instruments (excluding short term discount instruments) referred to above include both principal and investment income.

**Transitional Arrangements**

- (i) Subject to paragraph (ii) nothing in this Order affects any investment made before the date of this Order which was made in compliance with the previous Ministerial Orders, and such investments are taken to be in compliance with this Order.
- (ii) Paragraph (i) only applies to those investments made before the date of this Order and does not apply to any restructuring or switching of investments or any re-investment of proceeds received on disposal or maturity of such investments, which for the avoidance of doubt must comply with this Order.

**Key Considerations**

An investment is not in a form of investment notified by this order unless it also complies with an investment policy of council adopted by a resolution of council.

All councils should by resolution adopt an investment policy that is consistent with this Order and any guidelines issued by the Chief Executive (Local Government), Department of Premier and Cabinet, from time to time.

The General Manager, or any other staff member, with delegated authority by a council to invest funds on behalf of a council must do so in accordance with the council's adopted investment policy.

Councils have a fiduciary responsibility when investing. Councils should exercise the care, diligence and skill that a prudent person would exercise in managing the affairs of other persons.

When exercising the power of investment councils should consider, but not be limited by, the risk of capital or income loss or depreciation, the likely income return and the timing of income return, the length of the term of the proposed investment, the liquidity and marketability of the proposed investment, the likelihood of inflation affecting the value of the proposed investment and the costs (including commissions, fees, charges and duties payable) of making the proposed investment.

Dated this 12<sup>th</sup> day of January 2011

  
Hon BARBARA PERRY MP  
Minister for Local Government

Department of Local Government  
 5 O'Keefe Avenue NOWRA NSW 2541  
 Locked Bag 3015 NOWRA NSW 2541  
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**LOCAL GOVERNMENT ACT 1993 - INVESTMENT ORDER**  
 (Relating to investments by councils)

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- (d) any bill of exchange which has a maturity date of not more than 200 days; and if purchased for value confers on the holder in due course a right of recourse against a bank which has been designated as an authorised deposit-taking institution by the Australian Prudential Regulation Authority;
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INVESTMENT POLICY  
 Adopted by Council

Next Review Date: dd/mm/yyyy  
 EDMS #:

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The General Manager, or any other staff member, with delegated authority by a council to invest funds on behalf of a council must do so in accordance with the council's adopted investment policy.

Councils have a fiduciary responsibility when investing. Councils should exercise the care, diligence and skill that a prudent person would exercise in managing the affairs of other persons.

When exercising the power of investment councils should consider, but not be limited by, the risk of capital or income loss or depreciation, the likely income return and the timing of income return, the length of the term of the proposed investment, the liquidity and marketability of the proposed investment, the likelihood of inflation affecting the value of the proposed investment and the costs (including commissions, fees, charges and duties payable) of making the proposed investment.

Dated this 12th day of January 2011

BARBARA PERRY MP

Minister for Local Government

**Recommendations from the Review of NSW Local Government Investments –Final Report - Michael Cole, April 2008**

**Recommendation 1:** All investment instruments (debentures, securities, stocks and deposits, but excluding discount instruments such as bills of exchange) in the Investment Order be defined to include both principal and investment income.

**Recommendation 2:** All existing investments by NSW Councils that may be excluded by any proposed changes to the Investment Order are to be grandfathered. For the avoidance of doubt, existing securities that become ultra vires under the proposed amendments to the Investment Order can continue to be held to maturity, redeemed or sold, but new investments must comply with the amended Investment Order. Note that investment portfolio restructurings / switches currently being offered by product manufacturers or advisors are specifically excluded from consideration if the switch investments are outside the amended Investment Order. If the proposed switch investment is within the amended Investment Order all transactions must be on a market value basis. Book value transactions are explicitly prohibited.

**Recommendation 3:** Product manufacturers / distributors should be excluded from being appointed investment advisors to Councils.

**Recommendation 4:** Investments specified in k) and l) of the Investment Order be suspended for the period to 31/12/2009 and be subject to a further review after this period to determine the relevance of using a credit ratings based approach to determining authorised investments, particularly in light of the current CDO credit experience. It should consider whether to restore the current investment powers under k) and l). Any such review should have specific regard to the trade-off between the cost of Government monitoring and Council compliance which would be required, and the prospective incremental investment return.

**Recommendation 5:** It is recommended that the current partial deregulation model operating in New South Wales be retained with the modifications suggested in Points 4.13, 4.15, 4.18 and 4.30 of this report, as well as the minor modifications set out in Points 4.39 and 4.41. Consistent with the existing Investment Order, interest income and capital growth investment options will continue to be available through the TCorp Hour-Glass Investment Facilities. This outcome provides a number of the advantages highlighted in the centralised model in section 6.19.

**Recommendation 6:** It is most important that the Councils' fiduciary responsibility in relation to investment activities under the Local Government Act 1993, should be reinforced strongly. All participants should be made explicitly aware of the obligations under the NSW Trustee Act 1925, and be requested to sign to acknowledge the same. Inclusion of the relevant sections of the Trustee Act in the Investment Order may also assist in this regard. In particular, it is important that long term assets including Section 94 funds are invested in a manner consistent with meeting future liabilities, on the basis that the nominal return sought is consistent with an acceptable level of investment risk.

**Recommendation 7:** With regards to the Investment Order section (m), permitted investments in securities should explicitly exclude subordinated obligations. The permitted investments under (m) must rank pari passu with deposits of the same group entities, under (f) mortgages over land should be restricted to first mortgages with a Loan to Value ratio of no greater than 60%, and under (g), permitted land investments are to explicitly exclude ASX listed property trust investments.

**Recommendation 8:** The NSW Department of Local Government should give consideration to releasing a document, similar in content to the Western Australian Department of Local Government and Regional Development, Investment Policy – Local Government Operational Guidelines- Number 19, February 2008 (refer Appendix C). Further as noted in this document, there are deemed to be significant benefits from external monitoring: "a well constructed investment policy with clear objectives will facilitate an external review. The review should act as an intermediary to confirm that the investments explicitly align with the investment policy."(7-3/92)

□ \* \* \*

**RELEVANT LEGISLATIVE INSTRUMENTS:** *Local Government Act 1993*

**RELATED POLICIES, PLANS AND PROCEDURES:**

**RESPONSIBLE DIRECTOR:** Director Customer and Corporate Strategy

**APPROVAL:** ELG and Council

**HISTORY:**

Version	Approved by	Changes made	Date	EDMS Number
1	Approved by Council	Minor amendments	March 2012	
2	Approved by Council	Minor amendments		



# Submission to Draft Future Transport Strategy 2056





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## Executive Summary

Planning for the future delivery of an effective and efficient integrated planning and transport infrastructure network in the Greater Sydney Region comes with significant responsibility. The next 40 years will present a series of considerable planning challenges and opportunities in Western Sydney, all of which must be met with a collaborative, coordinated response from all tiers of government.

The NSW Government, through its *Draft Future Transport Strategy 2056* (and other 'Our Greater Sydney 2056' planning documents) has commenced an excellent dialogue in establishing a vision for transport in Western Sydney, the Greater Sydney Region and NSW.

However, for the Government's vision to be realised, its draft Strategy requires a definitive 'action plan' that articulates exactly what transport infrastructure will be delivered, where it will be located (i.e. corridor preservation) and when it will be constructed.

Camden Council has identified a number of key issues regarding transport planning in the Camden LGA and Western Sydney, highlighting points of concern, implications and recommendations for project outcomes. Council would welcome the opportunity to engage further with Transport for NSW in discussing these issues, to assist in realising the vision enshrined in the *Draft Future Transport Strategy 2056*.

## Key Messages

To assist Transport for NSW in assessing the following submission, Council's key messages are grouped to align with the NSW Government's vision for transport, focused on the six outcomes; namely:

1. Customer Focus;
2. Successful Places;
3. Growing Economy;
4. Safety & Performance;
5. Accessible Services; and
6. Financial & Environmental Sustainability.



### Customer Focus – supported by key infrastructure

**Key Issue for the Camden LGA** – there is an urgent need to determine a timeframe for corridor preservation/acquisition and construction of strategic road and rail infrastructure.



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Council commends the NSW Government for its vision for customers in the *Draft Future Transport Strategy 2056*. There is a shared commitment for both Council and Transport for NSW in ensuring that customers are at the centre of everything we do.

However, Council is equally committed to both existing customers (community) as well as advocating for future customers – our community that will grow throughout the Camden LGA over the next 40+ years. To ensure existing and future customers/community are best served, it is important that Transport for NSW work with Council and the Greater Sydney Commission in determining definitive timeframes for the corridor preservation and future construction of the:

- Outer Sydney Orbital;
- North-south rail link in the Western Parkland City (i.e. Western Sydney Airport-Badgerys Creek Aerotropolis to Campbelltown-Macarthur, via Oran Park and Narellan);
- Leppington Western Sydney Airport-Badgerys Creek Aerotropolis train link.

### **Successful Places e.g. Western Sydney Airport/Aerotropolis**

*Key Issue for the Camden LGA – while the Airport is not within the Camden LGA, as a future city-shaper, the Aerotropolis needs early provision of supporting infrastructure.*

With regard to the development of future successful places in the Greater Sydney Region, the Western Sydney Airport and the Badgerys Creek Aerotropolis will provide the connectivity needed to support Australia's third largest economy – Western Sydney. Early provision of supporting transport infrastructure e.g. north-south rail, Outer Sydney Orbital etc., as well as a comprehensive mid-tier arterial road network is needed to facilitate this connectivity and consequent growth of our economy.

To achieve successful places in Western Sydney is to provide liveable communities for people that will move to the Camden LGA in the future. Transport can influence as a 'placemaker', with the capacity to shape an urban environment. As new suburbs are developed (e.g. Rossmore, Marylands) it is important that an integrated approach to transport and land-use planning occurs. This will ensure areas such as future rail stations activate the urban landscape, rather than inhibit its development.

### **Growing Economy – via transport infrastructure investment**

*Key Issue for the Camden LGA – to support economic growth, urgent action is required to alleviate road congestion through public transport infrastructure investment.*

With the projected population growth, both Australian and NSW government investment in transport infrastructure e.g. Western Sydney Airport, north-south rail etc. will influence core planning objectives, including affordable housing, connectivity, liveability, resilience and sustainability. Effective land use and transport integration is required to ensure positive growth and investment outcomes occur as a result in Western Sydney.



It is noted that one of the key criteria of the *Draft Future Transport Strategy 2056* is to facilitate sustainable and efficient economic development of Sydney's metropolitan region i.e. "a transport system that powers our future \$1.3 trillion economy". Congestion and extended travel times are widely regarded as one of the greatest barriers to productivity in developed economies. For example, in Australian capital cities, the estimated avoidable cost of urban traffic congestion is \$12.9 billion (2010) and by 2020 it is expected to cost over \$20 billion (Source: Bureau of Transport, Infrastructure and Regional Economics).

As part of the NSW Government's vision of a system to support the Greater Sydney growing economy, public transport can play a pivotal role in alleviating urban congestion with each train on Sydney's railways removing approximately 1,000 cars from its roads. Travel times in Western Sydney can be up to 2 hours in each direction for some commuters. Reduced congestion and improved travel times are therefore a significant benefit of investment in rail, and this is especially true for peri-urban areas and regional centres where investment in public transport infrastructure is low.

### Safety & Performance

*Key Issue for the Camden LGA – need for an integrated and safe transport system, achieving a 30 minute travel performance with reduced pedestrian and vehicle accidents*

One of Council's key objectives in its Community Strategic Plan is to achieve an "Integrated and safe transport system", with the performance indicator to "maintain or reduce the number of pedestrian and vehicle accidents". Council is committed to working actively with the NSW Government in achieving these objectives and supporting similar objectives in the *Draft Future Transport Strategy 2056*.

With regard to transport performance, it is noted that Western Sydney is primarily reliant upon road based transport connections. Public transport is focussed on radial rail corridors; however the frequency of services is low outside of peak hours. As a result of the transport provision and land use patterns, access in the area is primarily facilitated by car travel accounting for upwards of 90% of all travel.

The number of opportunities, including jobs, which can be reached by car often significantly exceeds those reachable by public transport, walking or cycling. Western Sydney's imbalance between available jobs and those seeking employment, means that people need to travel longer distances to get to work or to access other essential services. Comparatively, the concentration of jobs in eastern Sydney means that Sydney's west has significantly lower numbers of jobs that can be reached within a reasonable travel time.

The 30 minute city is where people can comfortably access their daily needs within a one hour travel budget – ideally by walking, using a bicycle and catching public transport. Fundamental to delivery of the 30 minute city is urban rail networks, urban density and integrated land-use planning. The concept aims to ensure that communities and businesses have access to the skills they need to successfully participate and compete in the transition to an economy based on services, knowledge and innovation.



### Accessible Services

*Key Issue for the Camden LGA – early, coordinated provision of roads and infrastructure, ahead of development to facilitate access for all transport network users.*

As part of its visionary initiatives for NSW and the Greater Sydney Region, to facilitate the successful delivery of integrated transport infrastructure, Transport for NSW should consider a vision that:

- Develops a well-connected, well-designed and free-flowing road network supported by appropriate infrastructure for a growing City that provides effective movement of people and goods within the local area and broader region;
- Prioritises the delivery of roads and transport infrastructure (identified as part of the NSW Government SIC Levy for the South West Priority Growth Area e.g. extension of Rickard Road) early in the development of new urban and industrial areas to ensure the community have appropriate access;
- Ensure the provision of road and transport infrastructure is coordinated with the delivery of other infrastructure, delivered by both NSW and local governments;
- Improves road and transport safety through a range of innovative engineering and community programs and education aimed at improving driver behaviour, reducing road and pedestrian fatalities and injuries, and addressing the need for safe transport options; and
- Builds and improves regional transport linkages through effective planning, partnerships and joint action.

While it is acknowledged that the *Draft Future Transport Strategy 2056* does not examine a prescribed corridor alignment for the various transport options, Council notes that future detailed planning of these routes should be made available as a matter of urgency, and Council would seek to comment further on these detailed plans subject to their future availability.

The detailed planning of the proposed transport corridor routes should also maximise the use of existing public land, to reduce impacts on existing residential properties, and seek to reduce severance issues on individual properties.

Any proposed future transport corridor through existing established areas is supported on the basis of considering undergrounding arrangements to reduce the severance of communities, mitigate noise and amenity impacts on the existing developed areas, and to reduce impacts on the community directly affected by acquisitions for any above ground option.

### Financial & Environmental Sustainability

*Key Issue for the Camden LGA – need to actively provide and promote the use of sustainable transport modes in Western Sydney to reduce car dependence.*

Early delivery of strategic transport infrastructure should promote financially sustainable outcomes for government in meeting transport needs in Western Sydney and the Greater Sydney Region. For example, early construction of a north-south rail line will



Figure 17

facilitate an affordable connection to the Western Sydney Airport, promoting success for both items of infrastructure as each supports the other through transport network synergies, while at the same time enabling scope for value sharing as part of a comprehensive funding solution.

Financial sustainability of the future transport system is also contingent on equitable funding mechanisms, particularly when it comes to capital investment for new infrastructure. While planning legislation reform is outside the remit of the *Draft Future Transport Strategy 2056*, it is important that Transport for NSW acknowledge the role of developer charges (i.e. SIC levy, Section 94 etc.), and actively collaborate in working with local government and the NSW Department of Planning & Environment in securing future development funding strategies.

The extension and provision of an integrated transport network throughout the Western Parkland City (and the Greater Sydney Region) presents an excellent opportunity to capitalise on growing the proportion of travel by sustainable modes.

Based on the 2014/2015 Household Travel Survey, travel within the Camden LGA is currently dominated by the use of private cars, with 85% of trips being undertaken in a vehicle either as a driver (56%) or passenger (29%).

The high percentage of travel by vehicle is considered largely due to limited public transport coverage, adverse topography, large distances between origins and destinations in the local government area and a large proportion of residents working outside of the area.

As demonstrated in the figure below, residents in the Camden LGA travel by vehicle more than the Sydney average and use less environmentally friendly forms of transport, i.e. train, bus and walking, when compared to the Sydney average.

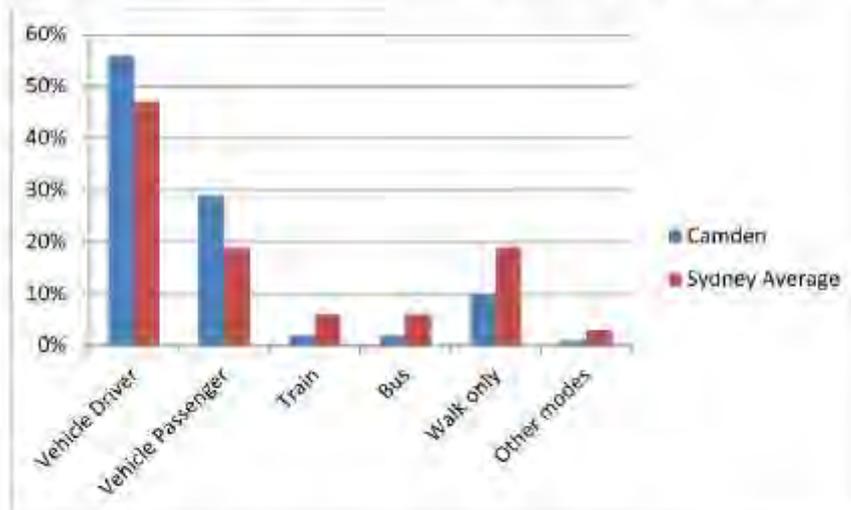


Figure: Mode of transport in Camden LGA compared with Sydney average  
Source: Household Travel Survey 2014/2015



These statistics highlight the scope for potential to grow the proportion of travel by sustainable modes (e.g. rail) in Western Sydney, particularly in the Camden LGA. Such outcomes would support improvement in the energy efficiency of the transport sector, with opportunity to incrementally remove vehicles from the road network, which is already under significant stress despite recent and ongoing capacity improvements.



### Ongoing engagement

Council encourages Transport for NSW to have an ongoing commitment to engage with Council and the community, to ensure that any future transport planning strategies are drafted/implemented holistically.

While it is acknowledged the NSW Government has taken an integrated approach to land-use and transport planning, it is noted that the *Draft Greater Sydney Region Plan* and *Draft Future Transport Strategy 2056* have different closing dates for comment. Council recommends a coordinated approach in future community consultation.

In reference to the *Draft Future Transport Strategy 2056* document, it is noted that a number of the included plans/maps are comprised of extensive information, making them difficult to read given their size. Improved mapping in the final Strategy (e.g. maps for Growing the Greater Sydney Network p.79) is recommended.

### *Council's Submission to Draft Future Transport Strategy 2056*

It is noted that the NSW Government's future transport strategy initiative is comprised of a range of strategies and plans. In this regard, Council's following submission details its responses to the:

- *Draft Future Transport Strategy 2056*; and
- *Draft Greater Sydney Services and Infrastructure Plan*.

Council's submission is structured to respond to each of the headline issues, as depicted in these respective strategies and plans.

Brief comments are also made in response to the *Draft Regional NSW Services & Infrastructure Plan*, *Draft Tourism & Transport Plan* and *Draft Road Safety Plan*.



## Draft Future Transport Strategy 2056

### 1. What is Future Transport 2056?

- The *Draft Future Transport Strategy 2056* reflects on the importance of transport planning choices made today, and the facing of 'fork in the road' decisions with long term impacts. It states, *"We don't want to risk business as usual approaches that miss opportunities to reshape future travel behaviours....Long term transport planning - ...can support a productive economy, liveable communities and a more sustainable society"*.

This aspiration highlights the significant need for urgent preservation of strategic transport corridors throughout Western Sydney i.e. north-south rail, Outer Sydney Orbital, Spring Farm Parkway etc. In this regard, sterilisation of land once transport corridor options are defined highlights the need to determine a clear timetable for acquisition, beyond the statutory planning protections, and provide greater certainty around the approach to development applications involving significant capital investment.

In proceeding with the identification of any transport corridor option alignments, in regard to preservation of a corridor via statutory planning controls, the need for a clear and timely program for land acquisition is important. Implications for the sterilisation of land resulting from corridor preservation will be significant for certain landowners. Transport for NSW would be aware that landowners had previously purchased land within the South West Rail Link Extension exhibited corridor alignment, and subsequently faced degrees of un-certainty regarding interim use, securing finance etc. as a result. Coupled with other associated issues, such as a potential change in how the subject land is valued (thus having an impact on the value of Council Rates), may create a potentially adverse circumstance for certain landowners.

Preservation of a corridor via statutory planning controls should also ensure provision of a clear statement as to permissible interim use of affected land. This will provide landowners, particularly in existing rural areas, with a degree of certainty as to the ways their land can be used until such time as it is acquired by the NSW Government.

In addition, clarification and direction is also required on the approach to be taken toward development applications, particularly those which involve major investment, prior to finalisation of any recommended corridors.

- The draft Strategy has noted transport as a 'placemaker' in its description of liveable communities, transforming public domain, activating centres and unlocking new activity. Investigation into a staged release of precincts in the South West Priority Growth Area, concurrently with staged construction of a north-south rail line (i.e. one station and rail for every one precinct released), with a view for timely roll-out of the rail line will assist in realising this vision. For example, an option of releasing a new precinct in the South West Priority Growth Area to correspond with staged construction of the rail line, may promote an



orderly release of land for development supported by infrastructure. An approach of one rail station constructed for every one precinct released may warrant further investigation.

**Council recommends that Transport for NSW:**

- On reserving the future transport corridors (rail and road) via statutory planning controls, proceed to implement a timely land acquisition strategy, and clarify permissible interim uses, with a view to circumventing any adverse planning outcome on any impacted landowner. Clarification and direction is also required regarding any future approach to development applications.
- As part of the further investigation into an extension of the South West Rail Link, that Transport for NSW work collaboratively with the Greater Sydney Commission, in determining options for a staged approach to rail line construction concurrent with precinct release in the South West Priority Growth Area.

**2. A vision for Transport**

- Transport is an organising element of growth, as much as placemaking, innovation and technology have become the cornerstones of the contemporary city.

In this regard, Council acknowledges the NSW Government's 40 year vision for state-wide outcomes to guide investment, policy, reform and service provision in the support of growth; namely:

1. Customer focused.
2. Successful places.
3. Growing the economy.
4. Safety and performance.
5. Accessible services.
6. Sustainability.

While Council's submission expands further on these points, it is important to note that the Camden community has developed a vision for the future of its LGA (*Key Direction 4, Council's Community Strategic Plan*). There are clear synergies with the NSW Government's vision, particularly around integrated transport planning solutions, along with the provision of safe, efficient and sustainable transport options in support of future growth.

**Key Direction 4**

**Effective and accessible transport underpins all aspects of an accessible and functioning place.**

Transport supports all the essential functions of communities and is a fundamental part of the fabric of our society. It is a key enabler of economic growth, social equity and environmental sustainability. It is also a key driver of innovation and productivity in the modern economy.

For Camden Council, effective and accessible transport is a key enabler of economic growth, social equity and environmental sustainability. It is also a key driver of innovation and productivity in the modern economy.

Effective and accessible transport is a key enabler of economic growth, social equity and environmental sustainability. It is also a key driver of innovation and productivity in the modern economy.

- effective transport services that meet the needs of all users
- accessible transport services that meet the needs of all users
- integrated transport services that meet the needs of all users
- sustainable transport services that meet the needs of all users
- safe transport services that meet the needs of all users
- efficient transport services that meet the needs of all users
- innovative transport services that meet the needs of all users
- productive transport services that meet the needs of all users



- Council's Economic Development Strategy for the Camden LGA, seeks to undertake an active role in developing a strong and prosperous local economy as a key part of managing the large-scale urban growth of the area.

In support of this initiative and others similar to it throughout Western Sydney, a transport system is needed that will effectively promote the efficient exchange of goods and services; particularly through strategic hubs in the Broader Western Sydney Employment Area and the Western Sydney Airport. The early development of rail options will ensure access to a reliable and sustained labour force along the Western Sydney growth corridor, between Penrith and Campbelltown-Macarthur.

In a report released by Western Sydney University, 'Addressing Western Sydney's Jobs Slide', if a linear approach (i.e. consistent with previous years) to planning and economic development in Western Sydney continues, the number of resident workers in Western Sydney will grow by 309,695 in the next twenty years, an increase of 30.9%. If the rate of jobs growth remains consistent with 2011 census data for this period, then jobs growth will fall behind worker growth. This would result by 2036 in the number of jobs in Greater Western Sydney growing by 256,737, or 22%. As a result, (by 2036) there will be 210,000 fewer jobs than resident workers in the region.

The figure below provides a graphic representation of the 210,000 projected jobs deficit in Western Sydney to 2036.



The development of the north-south rail corridor will enable the creation of between 43,800 – 65,800 direct jobs and up to 98,600 indirect jobs during the 5 year construction from 2024 – 2028 (based on NSW Treasury job multipliers for infrastructure projects). To mitigate a projected jobs deficit for Western Sydney, it is crucial that rail services are delivered early, in support of productivity and employment in the region.



**Council recommends that Transport for NSW:**

- Note the Camden LGA community vision for 'Effective and Sustainable Transport', as described in Council's *Community Strategic Plan – Shaping the Camden Local Government Area June 2017*.
- Engage directly with Council and the Camden LGA community in working on an integrated transport and land-use planning approach, in conjunction with the Greater Sydney Commission. In doing so, formulate specific transport precinct plans for strategically important centres and places e.g. Narellan, Oran Park, Leppington etc.
- Ensure that rail services are delivered early, in support of productivity and employment in Western Sydney.

**3. What does Future Transport mean for Regional NSW?**

- Quality transportation networks are more likely to induce further investment in a region, with Regional NSW a good example of this type of opportunity. As economies (businesses and residents) become better connected, investment is often supported by developments with access to strategic transport corridors (such as freight rail e.g. via the Outer Sydney Orbital). This in turn reduces the demand for road-based use, allowing these parts of networks being put to more valuable uses.

While the Camden LGA is not classified as Regional NSW, as a part of the peri-urban region there will continue to be strategic links between primary production elements, in support of the 'food bowl' that supplies the Greater Sydney Region. Therefore the future of transport between the Camden LGA and Regional NSW is important in that it will play a significant role as to how each area functions relative to the other. Strategic corridors such as the Outer Sydney Orbital are an example of the opportunities where this can be explored further.



**Council recommends that Transport for NSW:**

- Consider engaging with Council, and in particular the Sydney Peri Urban Network, to establish a targeted dialogue on future transport for Regional NSW.

#### 4. What does Future Transport mean for Greater Sydney?

- Council commends Transport for NSW's joint vision (with the Greater Sydney Commission) of Greater Sydney as a metropolis of three, 30 minute cities that in turn will guide many of the planning, investment and customer outcomes e.g. faster, more reliable travel times to major centres.

As to how this relates to the Western Parkland City, it is important for Transport for NSW to conduct contingent infrastructure planning in striving for its vision. The eventual timing and scale of the Western Sydney Airport and Badgerys Creek Aerotropolis, while not altogether an unknown quantity, is an emerging objective, subject to any number of influencing factors that may alter its timeline, scope, degree of success etc.

In order for the Western Parkland City to successfully achieve its potential, it requires an adaptable approach to infrastructure planning by way of support (which the NSW Government has sought to achieve through the *Draft Western City District Plan* and *Draft Future Transport Strategy 2056*). However, this should also include a proactive approach to contingent planning; a series of 'what if' plans that account for emerging variables.

- In keeping with the key issues advocated throughout Council's submission, the importance of travel via sustainable transport methods throughout the Western Parkland City and to other locations in the Greater Sydney Region, must be assessed against the very criteria and objectives set out in the governments *Draft Greater Sydney Region Plan* and *Draft Western City District Plan*. In doing so, a structured evaluation framework will optimise any return on investment in infrastructure to the greater benefit of Western Sydney.



Over the next 20-30 years Western Sydney's shape and structure will have been realised and essentially locked-in. The location of the population and the jobs they perform will have become fixed, with options for getting to work the result of projects such as the *Draft Future Transport Strategy 2056*. If our population do not have reasonable job choices within manageable travel distances from their homes, then prosperity cannot be guaranteed under circumstances where people have poor jobs access: economic efficiency and productivity depend heavily on mobility, on having access to resources and workers, and being able to get products to market.

Meeting these challenges requires holistic, sustainable transport infrastructure investment to Western Sydney, with a priority focus on a north-south rail link.

**Council recommends that Transport for NSW:**

- Incorporate into the *Draft Future Transport Strategy 2056* a series of contingent planning strategies, which account for an array of 'what if' scenarios in guiding transport planning decisions.

#### 5. Our Customers?

- Council notes the following statement from the *Draft Future Transport Strategy 2056*;

*"Meeting our customer needs goes beyond the journey experience to the wellbeing of the whole community. A successful transport system that encourages greater active and public transport can deliver positive outcomes in terms of physical and mental health, social capital and social and economic participation"*

The aforementioned vision by the NSW Government is encouraging, and is in keeping with Council's own objectives reflected in the Camden Community Strategic Plan of:

- Infrastructure that enables and encourages healthy forms of transport such as walking and cycling.
- Safe and uncongested roads.

Council commends the NSW Government for its focus on future customers, and looks toward working collaboratively with Transport for NSW in realising this vision.

**Council recommends that Transport for NSW:**

- Continue to work collaboratively with Council and the Camden LGA community in achieving the objectives of the *Draft Future Transport Strategy 2056* and the *Camden Community Strategic Plan*.



## 6 Future Mobility?

- Innovation in future transport provision is essential for significant population growth in areas such as Western Sydney. New transport should not only be required to be environmentally sustainable, but also be to a technological standard that can meet the needs of future generations. The inclusion of performance-based standards, such as benchmarking against other comparable major global areas on transport statistics will assist in realising these objectives.

While technology-enabled mobility is both exciting and visionary, it is important that as we transition through and toward 'cutting-edge' changes, that vulnerable community members are not marginalised. Transport described as technology-led, where data sharing and smartphone apps result in seamless end-to-end travel is becoming normalised. However, certain customers, such as elderly or those from non-English speaking backgrounds require further support through times of rapid change. Similarly, those that have specific access needs may also be constrained in benefiting from all technology-led mobility.

- While the regulated use of aerial drones to support future transport is a matter for other tiers of government, Council would comment on the potential landscape amenity of our environment in the future, subject to the emergence of this technology. While the possible uses of aerial drones e.g. rapid point-to-point services that could transform emergency services and deliveries, is acknowledged, with this opportunity of course comes considerable challenge. One potential outcome is a skyline heavily congested with aerial traffic, diminishing the visual amenity of a natural landscape or backdrop. This could be particularly so in the Western Parkland City. Any policy development around the management of airspace and air safety for potential future of aerial mobility, should consider how this may look in our community.



Figure 30 Inspired by Amazon's proposal for segregated airspace below 300ft for the operation of drones (*Forbes Magazine*, July 2015)



**Council recommends that Transport for NSW:**

- Ensure that an all-inclusive approach is taken in the adoption of technology-led mobility initiatives, to ensure that no customers in our community are disadvantaged as a result of change
- Ensure that any policy development around the management of airspace and air safety for the potential future of aerial mobility, should consider how this may look in our community spaces

**7. Future of Services?**

- Council acknowledges the challenge ahead for Transport for NSW in planning for future services: with the onset of technology-catalysing new services (e.g. ride-sharing services, UBER etc.), the role of government in enabling new services will to some degree be an evolutionary one. While the need will remain for the NSW Government to be responsive and agile to get the best value from new services and models, it is important to note that it also has a significant responsibility as a regulatory authority with regard to transport infrastructure management.

As the ride-sharing example demonstrates, consumer demand empowered by technology innovation can have significant impacts for the transport industry/system. While other future examples may result in improvements/efficiencies in the transport network, there is the potential risk in the 'tail wagging the dog' i.e. for consumer forces to influence planning/policy decisions that may have short-term gains, to the detriment of long term infrastructure investment.

- Further to the previous point, Transport for NSW's intent is noted for introducing an element of competition to smaller markets e.g. awarding transport contracts to private entities. While there is merit to competition in the marketplace, for the short-to-medium term in Western Sydney there will continue to be areas that may be transitional when it comes to profit margin for smaller private transport operators. It is important that Transport for NSW is definitively aware of any impact of their decisions on Western Sydney transport customers, particularly those on the urban fringe. To not do so may result in reduced levels of service in areas that are less profitable, to the detriment of a potentially vulnerable group in the community

**Council recommends that Transport for NSW:**

- While being responsive to change in the transport service 'ecosystem', ensure that any planning/policy decision-making is contingent in ensuring that significant investment by all tiers of government in conventional transport infrastructure does not suffer default redundancy, by way of result.
- Liaise with Council in understanding transport markets on the fringe of Western Sydney, to ensure any policy decision regarding future service provision accounts for community impact.



## 8. The Future Network?

- Western Sydney is well positioned as a key platform to the future success of the Greater Sydney Region. However, for this success to be realised, solutions are needed to various challenges such as population growth, access to employment, education, health and sustainable transport services. If the region is going to thrive it needs a transport and land-use mix that enables efficient movement of people and goods.

An integrated approach between sustainable transport and economic drivers are key to the success in connecting and shaping Western Sydney. For example, future enterprise corridors for job creation in Western Sydney are currently being reviewed as part of the *Draft Greater Sydney Region Plan* and *Draft Western City District Plan*, with strategic proximity to Western Sydney Airport and the South West Priority Growth Area. The provision of a range of job types supported by a connected and sustainable transport network is important for the success of the residential precincts within the South West Priority Growth Area. It is important that these areas are planned to not compete, but to complement other existing and planned centres.

### Example – Access to Western Sydney Airport

It is anticipated that in the early years of operation for the Western Sydney Airport, the catchment area for passengers will primarily be Western Sydney. Indicative timing in the Airport Plan depicts stage one of Western Sydney Airport would meet passenger demand from the time of opening (mid-2020's) up to approximately the mid-2040's.

Based on these projections, in the shorter term, a rail line linking local residents to the Western Sydney Airport may provide a more worthwhile investment than an express line to the east. Therefore, north-south rail may prove a more cost effective investment in providing sustainable transport access to the Western Sydney Airport, while also facilitating access to employment, education, health services etc. in achieving integrated transport planning outcomes for Western Sydney.

### Example – Camden Valley Way

It is important that future network provision includes matching road capacity improvements to anticipated growth; to ensure that road capacity is provided before development occurs. For example, in the Camden LGA, Camden Valley Way was upgraded to 4 lanes in 2015, but is now experiencing significant peak delays. Council has received a traffic model update that identifies that in 2016, 4 intersections on Camden Valley Way were operating at Level of Service F (traffic volumes in peak periods exceeds capacity), and a further 4 intersections are operating at Level of Service D (approaching unstable flow and small increases will cause operational problems). It is apparent the performance of Camden Valley Way will continue to deteriorate over the next 10 years, with Leppington identified as a Priority Precinct, and that additional traffic will directly impact Camden Valley Way.



### Example – High Speed Rail

While it is acknowledged the issue of High Speed Rail is one for the Australian Government, as with any major transport infrastructure initiative there is the need for a collaborative approach between all tiers of government. Consequently, Council notes with some concern that there is minimal reference to the proposition of High Speed Rail in the NSW Government's *Draft Future Transport Strategy 2056*.

To comprehensively plan for a future transport network for NSW/Greater Sydney Region, the issue of High Speed Rail must be part of any planning framework, even if its status/viability is not known at this time. In this regard, Council recommends Transport for NSW re-visit the draft Strategy to address the issue of High Speed Rail more appropriately.

### Example – Camden LGA (including South West Priority Growth Area)

As noted elsewhere in Council's submission, the delivery of strategically significant SIC levy funded infrastructure is critical for a functional future network in the Camden LGA; in particular corridors such as Rickard Road, Raby Road, Dick Johnson Drive and Eastwood Rd / Marylands Link Road will play a major role in shaping the future of South West Priority Growth Area. Other similar examples include:

- Remembrance Driveway Upgrade: urban upgrade with signals at Elizabeth Macarthur Avenue and Wire Lane, as well as Finns Road intersection upgrade in Wollondilly (0-10yr horizon);
- Spring Farm Parkway Stage 2 (0-10yr horizon);
- Camden Bypass: Camden Valley Way link to relieve Northern Road/Narellan Road/CVW intersection (0-10yr horizon); and
- Town Centres – Camden, Narellan, Oran Park, Mount Annan and Leppington: high specification infrastructure proactively balancing pedestrian, bicycle, public transport and car usage (not waiting for warrants for signals, zebras and 40km/h zones).

### Example – the Sydney Harbour Bridge

As an example of planning for future networks, the Sydney Harbour Bridge remains an excellent example to reference when it comes to future capacity. As noted in the *Draft Future Transport Strategy 2056*, the bridge carries 149,000 more vehicles than it was built for almost 100 years ago. What is noteworthy is that Sydney's transport planners early in the 20<sup>th</sup> Century had the vision to build infrastructure that would still be functional a century later.

A key challenge for the NSW Government is to have this type of vision. It's unlikely that a benefit/cost analysis for the Sydney Harbour Bridge would've classed it a viable project all those years ago, and yet it remains an iconic and functional piece of transport infrastructure. It is important that Transport for NSW approach future transport network planning with an inter-generational vision, to ensure it will endure for the next century.



***Council recommends that Transport for NSW:***

- Proceed to early corridor preservation and construction of a north-south rail line.
- Work with Council in resolving future transport network service issues, such as Camden Valley Way, to ensure capacity matches a rate of expansion consistent with a high growth area in Western Sydney.
- Vision a future network for the Greater Sydney Region that when delivered, will have capacity to support the transport needs of several generations of our community; including conceptual transport initiatives such as High Speed Rail.

**9. Delivering Sustainability?**

- The successful provision of integrated transport infrastructure is a key component to achieving a sustainable future for Western Sydney. Our community's vision for the future has previously been to reflect on the possibility to move around the Camden area, and beyond, conveniently, safely and using a variety of transport options. This means that people are connected with their local community and places, and the local economy is effectively supported.

The objective of Council is to realise this vision on behalf of the community, through the focus of a series of key transport objectives. These objectives are broken down into three broad categories, being:

- An effective and efficient road network.



- A variety of different transport options (sustainable transport alternatives)
- A transport network that promotes positive environmental outcomes.
- As part of creating a financially sustainable transport network into the future, Transport for NSW should explore any land residual it has throughout its network that is surplus to requirements, which may be re-invested through sale. Similarly, additional revenue streams may be available via lease arrangements through interim use of land that is preserved for future transport corridor protection.

**Council recommends that Transport for NSW:**

- Actively promote modal shift - the future growth for Western Sydney will provide a rare opportunity to plan for modal shifts away from car dependency and for higher-quality public transport services. The intent of our community's vision (*Community Strategic Plan*) for planning in this area described the exploration of opportunities where we "promote and raise awareness of public safety and sustainable forms of transport...".
- Review/implement 'Sydney's Bus Future' plan, including provision of depot facilities and various key bus/rail interchanges;
- Protect future rail corridors and road corridors where transport projects are currently not committed;
- Facilitate integration of transport and land-use planning to promote sustainable communities e.g. active modal strategies for rail/bus/road hubs, to attract, enable and support a diversity of employment and industry types;
- Develop a transport system that actively manages the needs of an ageing population;
- Promote economic development in Western Sydney via an efficient and effective transport network e.g. freight movement;
- Plan for ancillary transport mediums e.g. taxi, community transport etc.;
- Promote sustainable transport options, encouragement of localised travel to work, education etc. in mitigating greenhouse gas emissions;
- Implement a cycleway and shared pathway network, including both off-road (pathways) and on-road (dedicated road lanes) and a strategy to promote cycling and walking as viable transport methods; and
- As part of its financial strategies developed in delivering future transport networks, explore opportunities for surplus land divestment and interim-use lease arrangements for land subject to future corridor preservation.



#### 10. An Agile Planning Approach.

- Council acknowledges the need for an agile planning framework when it comes to both land-use and transport. It is important to have available options when being responsive to changing needs to the transport network. For example, where corridors are preserved for future rail connections, interim road use within that space may enable flexibility in the system, acting as a catalyst in establishing travel patterns.

Notwithstanding this type of approach, it is important that Transport for NSW ensures that any short term, nimble response does not fetter long term options. This could potentially result in inter-generation disparity i.e. future generations paying for retro-fit solutions needed as a result of influence by previous generations.

***Council recommends that Transport for NSW:***

- Explore opportunities in collaboration with Council and the Greater Sydney Commission, for flexible planning solutions to enable future transport options throughout Western Sydney, while continuing to actively develop the broader network in the Greater Sydney Region.



## Greater Sydney Draft Services and Infrastructure Plan

### 1. Service and infrastructure initiatives.

- Council commends the NSW Government's transport investment approach in being flexible, responding to change and uncertainty. In response to this approach, implementation of a 'Movement and Place Framework' for planning, designing and operating transport options in consultation with local government is imperative.

This is in part reflected via the concurrent consultation with key stakeholders on both the *Draft Future Transport Strategy 2056* and *Draft Greater Sydney Region Plan*.

Notwithstanding, there is some cause for concern in the limited certainty surrounding the timeframes for delivery of integrated transport initiatives. For example, a north-south train link only has an investigative timeframe of 0-10 years, which may only amplify the issue of uncertainty. This issue could largely be addressed through an integrated transport and land-use strategy to accompany the identification and delivery of the rail options for Western Sydney. This strategy could provide a broad timescale and sequence for the release and development of the rail link and its associated stations.

Previous workshops between Council and the NSW Department of Planning and Environment (as part of the South West Priority Growth Area Structure Plan Review), revealed the potential for the identification of the release sequence of South West Priority Growth Area precincts. This review provides an ideal opportunity to align the phased release of South West Priority Growth Area precincts with that of the delivery of the preferred Western Sydney rail options. In conjunction, the land-use strategy and structure plan could align to provide a phased/staged release of higher density zonings around train stations which do not come on-line until the delivery of the associated train station, enabling them to grow and develop in line with transport and service provision.

The land-use strategy also has the ability to highlight potential acceptable land uses and developments within the rail protection corridor which could be effectively utilised in the short to medium term. This would (depending on the range of permissible uses) largely avoid the sterilisation of land, potentially enabling landowners to productively utilise their land in the interim.

- Further to Transport for NSW's 0-10 years planning initiatives for the Western Parkland City, it is important that initiatives for the 10-20 and 20+ year timeframes are more prescriptive as to their objectives. Currently the draft Strategy has similar objectives for both timeframes; what this means is that for 2027 to 2056, the NSW Government goal for the Western Parkland City is to "support population and jobs growth through higher capacity transport", without articulating how this will be achieved.



- As part of the Sydney-wide initiatives, the draft Strategy seeks to undertake an *“Implementation of road network planning and development strategies that include road safety principles for all users to support the attainment of NSW Government road safety targets”*.

An element of this issue is the ongoing challenge faced in defining road hierarchies on the broader road network, particularly in the South West Priority Growth Area. Notwithstanding development control plans intended to establish a framework for issues such as road-widths in new urban areas, there continue to be conflicting agendas from a range of stakeholders, resulting in some disputed outcomes. One resulting viewpoint has been that local road-widths have been reduced significantly due to land-use pressures, resulting in potentially adverse road safety outcomes. As part of Transport for NSW's policy/planning initiatives, it is important that issues such as this one are pro-actively addressed in collaboration with all interested parties.

***Council recommends that Transport for NSW:***

- Work in conjunction with Council and the Greater Sydney Commission (and other Government agencies) in determining definitive timeframes for the corridor preservation and future construction for the:
  - Outer Sydney Orbital.
  - North-south rail link in the Western Parkland City (i.e. Western Sydney Airport-Badgerys Creek Aerotropolis to Campbelltown-Macarthur, via Oran Park and Narellan);
  - Leppington Western Sydney Airport-Badgerys Creek Aerotropolis train link.

A joint approach to these projects (such as a land-use strategy) will ensure integrated land use and transport planning outcomes within the Camden LGA.

- For the planning timeframe for Western Parkland City of 2027 to 2056, clearly specify how it intends to achieve the provision of higher capacity public transport and road links in supporting population and jobs growth.
- Collaborate with all stakeholders on the issue of road network planning/policy, particularly as to how it relates to road-widths and the related safety implications.

## 2. Land use and transport vision for 2056.

- The Greater Sydney Region is faced with both considerable transport planning challenges and opportunities for the next 40 years. As noted in the draft Strategy, *“Greater Sydney is one of the top 10 fastest growing cities in the developed world. By 2056, 8 million people will call the city home – 3 million more than now”*.

A part response to this challenge for Western Sydney may be addressed via new rail services. Rationale is provided by way of the resulting benefits delivered via employment opportunities. For example, given the population growth in Western



Sydney, the ready labour force and the changing dynamics of demand, the health and education sector offers a great opportunity for growth.

This is further emphasised when it is acknowledged that the innovation generation in Western Sydney is expected to grow at almost double the rate of NSW. These events will result in an increased demand for health and educational services in Western Sydney. This is evident by the number of higher educational institutions establishing a presence in Western Sydney including Western Sydney University, the University of Sydney, University of New England, the University of Wollongong and the Australian Catholic University. Given this expected growth in demand and the population growth, it is unsurprising the health and education sectors are among the most effective sectors for fostering jobs, skills and innovation.

In order to realise these opportunities, Western Sydney serviced via a north-south rail connection will be supported in supplementing an employment sector that contributes the highest proportion of jobs and workers in the region than any other industry.

It is also acknowledged that the existing rail network between Sydney and outer areas such as Parramatta are close to capacity and require expansion. This should not be viewed as an either/or situation, but requires a commitment to address these issues concurrently.

### 3. Customer outcomes for Greater Sydney.

***Council recommends the following for Transport for NSW's customer outcomes:***

#### **1. New technology is harnessed to provide an integrated, end-to-end journey experience for customers.**

While the NSW Government's vision for customer focus is centred on an experience that will be seamless, interactive and personalised by technology and big data, it is important to ensure that this approach does not marginalise some consumer groups. For example, in many cities a disproportionate number of disadvantaged people reside in peri-urban areas. A number of these areas in Western Sydney (including Camden) are characterised by a significant dependence upon private transport modes; as such these residents face longer and more expensive journeys, not all of which may benefit from the type of technological innovation proposed. To achieve an integrated journey experience, it is important that Transport for NSW acknowledge all customers, including those that may not be part of a conventional network.



**2. Future forms of mobility are made available to customers and integrated with other modes of transport.**

The *Draft Future Transport Strategy 2056* notes Transport for NSW's intent to explore future mobility options such as 'Connected and Autonomous Vehicles' (CAVs) as part of a future transport network. While such technology is outside the remit of local government, future development of autonomous vehicles will likely utilise parts of the network in the care and control of Council. In this regard, Transport for NSW is encouraged to engage with our community, to literally take them 'on the journey' of how CAVs may ultimately become an integral part of future transport options. To not do so may marginalise vulnerable transport network user groups, such as the elderly or socially disadvantaged.

**3. Walking or cycling is the most convenient option for short trips around centres and local areas, supported by a safe road environment and suitable pathways.**

Walking is an integral part to practically all forms of travel, as everyone is a pedestrian at some stage in their journey. This means pedestrians are a highly diverse road user group which includes children, older people, teenagers, joggers, the disabled and mobility impaired, and people using recreational devices such as skateboards, rollerblades and foot scooters. Pedestrians are particularly vulnerable in the road environment because most other road users are moving significantly faster than pedestrians, and pedestrians have little or no bodily protection in the event of a collision.

To ensure walking or cycling is developed as the most convenient option for short trips around centres and local areas, a definitive road hierarchy is needed, that clearly articulates for all development throughout the Greater Sydney Region (including the Western Parkland City), prescriptive delineation between road types. With Transport for NSW taking the lead on this issue, a uniform approach in urban development supported by walking or cycling is more likely to occur, resulting in a safer road environment.

**4. Vibrant centres supported by streets that balance the need for convenient access while enhancing the attractiveness of our places.**

The success of an integrated transport and land-use planning approach for the Western Parkland City will in part be reliant on a clearly defined centres hierarchy to ensure that the characteristics of each of the centres are complimentary and not competing. The review of the centres framework must consider the proposed road and rail networks and the role they will play in shaping the centres, through providing access to employment, health, business and education.

Future attainment of the 30 minute city concept is more likely to occur where centres are developed that provide local employment and commercial activity, close to public transport. To achieve the draft Strategy's vision of vibrant centres, the provision of a range of job types close to home is important in achieving the balance between access and enhancing attractiveness of our places.



**5. 30 minute access for customers to their nearest centre by public transport seven days a week.**

- To facilitate 30 minute access for customers, the widespread provision of rail services is needed to ensure access to employment, health, business and education precincts in Western Sydney. For example, the provision of heavy rail for passenger access to the Camden LGA may advocate its emergence as a higher order Centre, creating sustainable options for precincts supporting employment, health, business and education.



As part of this approach, a review of the centres hierarchy in the South West Priority Growth Area may assist in a spatial distribution of centres that are conducive/accessible to achieving a 30 minute travel time. These examples, combined with the other Centres that may soon benefit from direct rail access, should warrant a concurrent review of the Centres hierarchy, and how they relate to each other.

**6. Fast and convenient interchanging, with walking times of no longer than five minutes between services.**

Currently the Camden LGA community has limited transport choices, resulting on a heavy dependence on private vehicles. With the emerging provision of public transport throughout the Camden LGA, improved transition times between modes may be facilitated by:

- Improvements to public transport journey time and reliability, especially during peak periods;
- Improved interchange facilities and integrated timetabling;
- Expansion of the existing integrated ticketing system, to enable seamless multi-modal public transport interchange, and
- Improvements for car access to transport interchanges (e.g. commuter car parking).

**7. Efficient, reliable and easy-to-understand journeys for customers, enabled by a simple hierarchy of services.**

Council commends the NSW Government on its customer initiative in promoting efficient, reliable and simple journey systems on the transport network. Focus on this objective should encourage efficiencies across all transport modes, potentially resulting in cost-savings where the full potential of a network is realised, without any undue augmentation e.g. providing more train services that cannot be fully utilised without the supporting connections (bus, light rail etc.).



**8. Efficient and reliable freight journeys supported by 24/7 rail access between key freight precincts with convenient access to centres.**

As part of the current investigation of the *Draft Future Transport Strategy 2056* project, the release of the NSW Government's proposed *'Freight & Ports Plan'* would greatly assist any assessment of establishing efficient and reliable freight rail access between key freight precincts.

For example, this may include investigation of a future freight rail corridor between the Southern Freight Rail Line and the future Western Sydney Airport. While it is acknowledged that part of this future freight rail corridor may be encapsulated in a multi-modal Outer Sydney Orbital, certainty is required as to whether this is the case, and if so, that a corridor linkage is identified between the Outer Sydney Orbital and the Western Sydney Airport site at Badgerys Creek.

**9. A safe transport system for every customer with the aim for zero deaths or serious injuries on the network by 2056.**

As noted previously in Council's submission, a key objective in our Community Strategic Plan is to achieve an *"Integrated and safe transport system"*; with the performance indicator to *"maintain or reduce the number of pedestrian and vehicle accidents"*. Council is committed to working actively with the NSW Government in achieving these objectives and supporting similar objectives in the *Draft Future Transport Strategy 2056*.

**10. Fully accessible transport for all customers.**

Transportation and welfare studies indicate that inadequate access to transportation poses significant barriers to those trying to enter the labour market. Existing public transportation systems often do little to bridge the gap between where the poor live and where jobs are located. This is because these existing systems were established on a monocentric basis, moving inner-city and suburban residents to city locations. However, the majority of entry-level jobs that are best suited for those looking to move off welfare are located in adjacent fringe areas. An investment in transport infrastructure such as the north-south rail link will support accessibility, connecting the disadvantaged to employment opportunities, education and health services as well as recreational facilities.

**11. Transport services and infrastructure are delivered, operated and maintained in a way that is affordable for customers and the community.**

While the user pays principle remains an equitable one, network users whose travel demand contributes to congestion should be required to pay accordingly. Discounts should be considered for registered vehicles which emit limited greenhouse gases to encourage sustainable travel; however the state-wide vehicle registration and fuel levy systems should be reviewed to provide an equitable funding source for transport infrastructure.



The role of infrastructure funding continues to require urgent attention from the NSW Government by way of contributions planning legislation reform. There continues to be the potential for funding shortfalls across parts of the Greater Sydney transport infrastructure network; an integrated approach to infrastructure planning reform, including the exploration of options such as value capture is urgently required to ensure transport services continue to be affordable for customers and the community.

#### **12. A resilient transport system that contributes to the NSW Government's objective of net-zero emissions by 2050.**

One of the key objectives in achieving a resilient transport system should be the protection of the natural environment through design, construction and operation of transport facilities and services

Through an environmental sustainability vision for the transport system, application should occur through relevant environmental legislation which specifies requirements such as 'Review of Environmental Factors' and 'Environmental Impact Statements'. These instruments should in part assist in achieving an objective of net-zero emissions by 2050.

#### **4. Future networks.**

##### **Train/mass transit network – overview of potential future rail corridors**

As part of any overview of future train/mass transit corridors (along with other transport corridor categories), there is an opportunity for Transport for NSW in conjunction with the Greater Sydney Commission, to develop thresholds for greenfield dwelling numbers based on transport infrastructure provision.

The *Draft Western City District Plan* includes an action linking dwelling numbers to transport provision. While Council supports the merit of this idea, it recommends improving linkages to precinct planning for new release areas to ensure transport provision.

##### ***Council recommends that Transport for NSW:***

- Ensure that all precinct release areas have an approved servicing and staging strategy for key infrastructure that responds to future densities.
- Integrates the precinct planning process for new release areas be required to demonstrate how early delivery of public transport has been planned for, including planning for key infrastructure such as bus lanes and depots, rail infrastructure including parking and cycle and pedestrian connectivity.
- Ensure contracted bus companies agree to early service provision in greenfield release areas to assist in mode shift to public transport.



### **Intermediate transit network – overview of potential future intermediate corridors**

Current intermediate transport planning in the Camden LGA (particularly the 'South West Priority Growth Area'), is predicated on the bus as providing the main public transport mode for access to major centres and rail. The use of light rail has not been evaluated in detail. However, the provision of transit lanes and transit routes such as the rapid bus transitways already constructed in Sydney provide the potential for future conversion to light rail. Similarly, where planning for key transport corridors will allow, provision of space for either option would be beneficial.

#### ***Council recommends that Transport for NSW:***

- Conduct detailed rigorous analysis to identify the total economic value which should include consideration of the following (but not limited to):
- Capital and operation cost by system;
- Forecast long term demand;
- Disruption to residents/business during construction/operation;
- Future system flexibility;
- Energy supply security;
- Results of passenger attitude surveys;
- Use of studies of emerging international best practice.

In addition to the above, land area or the lack of it will impact on the ability to provide light rail. The inability to acquire land efficiently and economically will act as a major constraint to the implementation of light rail in many parts of Sydney. Environmental constraints in the construction of light rail have the potential to impede the initial development of new light rail proposals.

### **Bicycle network – staging of initiatives and benefits for customers**

- Through an integrated transport and land-use planning approach, active (cycling/walking) transport should be given greater prominence in urban planning, than has previously occurred. The provision of safe and appropriate facilities for walking and cycling can encourage participation in these relatively low cost, healthy and sustainable activities.

Through land release in growth areas of Western Sydney is an emerging difficulty in establishing safe pedestrian/cycle road movement and crossing points around new town centre areas and schools.

Specific infrastructure measures supporting bicycle use include:

- a. Dedicated cycle lanes;
- b. Direct routes located along transport pathways;



- c. End of trip cyclist facilities (bicycle parking/changing facilities) located in town centres, social areas and workplaces; and
- d. Location of essential services and facilities.

Each of these elements should be directly addressed as part of an implementation plan developed by Transport for NSW.

Reference is made to the draft Strategy and 2036 plan (below) for the bicycle network in 20 years for investigation:



***Council recommends that Transport for NSW:***

- As part of collaborative planning for the future bicycle network, that Transport for NSW work with Council in closing the gap between historical/existing network shortfalls, in promoting a connected system for the future.

**Strategic road network – overview of potential future road corridors & staging of initiatives**

- Council concurs with the NSW Government in that roads will continue to have an important role in Greater Sydney, supporting freight, on-road public transport and trips best served by car, including commercial and social people-based gathering spaces. While Council welcomes Transport for NSW's advice it will investigate a range of future motorways to address missing links and support the growth of the Western Parkland City, there remains some concern as to the omission of mid-tier road network strategy planning.

For example, a road network strategy for the 'South West Priority Growth Area' was previously developed by the NSW Government. However, an update of this



strategy has been pending for some time (2+ years), during which development has proceeded in spite of a clear strategy.

- As noted elsewhere in this submission, Council is concerned as to the timing for the investigation of strategic road corridors such as the Outer Sydney Orbital. The *Draft Future Transport Strategy 2056* indicates a timeframe of 10-20 years, and only for investigation. This infers the possibility that investigation for the Outer Sydney Orbital may not commence until 2036, well in-excess of the proposed opening date of the Western Sydney Airport, and to a point of significant urbanisation of the Western Parkland City. The investigative timeframe for the Orbital needs to continue from 2017, with a defined timeframe for corridor preservation and construction.

***Council recommends that Transport for NSW:***

- Proceeds with the urgent release of an updated road network strategy for the 'South West Priority Growth Area'.
- Continue with investigation of the Outer Sydney Orbital and urgently determine a timeframe for corridor preservation, acquisition and construction.

Council also makes the following recommendations for how the strategic road network may be better developed:

- Conversion of sections of freeway/motorway with hard shoulders to accommodate travel lanes to provide additional peak period traffic capacity under appropriate control.
- Removal of trucks from urban areas by improved provision of major roads and linking associated truck based land-uses with them.
- Increasing the number of transit lanes and the encouragement of their use.
- Increased bus only lanes and passive bus priority at intersections in conjunction with an increase in the number of buses to service the current and future demand for this mode of transport.
- Continued close alignment of land use/transport principles to maximise urban densities in close proximity to public transport nodes and community facilities.
- Equitable use of tolls and how they are levied. Some areas of Sydney are unfairly required to pay excessively for the use of toll roads to and from the City and along arterial roads. An equitable system is required to ensure that all road users are required to pay road tolls equally.

**Strategic freight network – overview of potential future freight corridors & staging of initiatives**

- In a workshop conducted by Transport for NSW at Camden, for Council officers on 18 June 2015, it was noted that north-south rail link (SWRL Extension) would not be used for the purpose of transporting freight via heavy rail. In this regard, it



was noted by Transport for NSW that an alternate corridor would be identified for the purposes of future freight rail connections between the Southern Sydney Freight Line and the future Western Sydney Airport.

- It is noted that a number of freight rail options have been considered over time. It is suggested that as part of the future transport planning initiative, the NSW Government release its *Freight & Ports Plan* to enable an integrated assessment of all proposed transport planning proposals at the same time.

***Council recommends that Transport for NSW:***

- As part of the current investigation of the *Draft Future Transport Strategy 2056* project, broaden the project scope to include a future freight rail corridor between the Southern Freight Rail Line and the future Western Sydney Airport. It is acknowledged that part of this future freight rail corridor may be encapsulated in a multi-modal Outer Sydney Orbital. However, certainty is required as to whether this is the case, and if so, that a corridor linkage is identified between the Outer Sydney Orbital and the Western Sydney Airport site at Badgerys Creek.



## Draft Regional NSW Services and Infrastructure Plan

As noted previously in Council's submission, quality transportation networks are more likely to induce further investment in a region, with Regional NSW a good example of this type of opportunity. As economies (businesses and residents) become better connected, investment is often supported by developments with access to strategic transport corridors (such as freight rail e.g. via the Outer Sydney Orbital). This in turn reduces the demand for road-based use, allowing these parts of networks being put to more valuable uses.

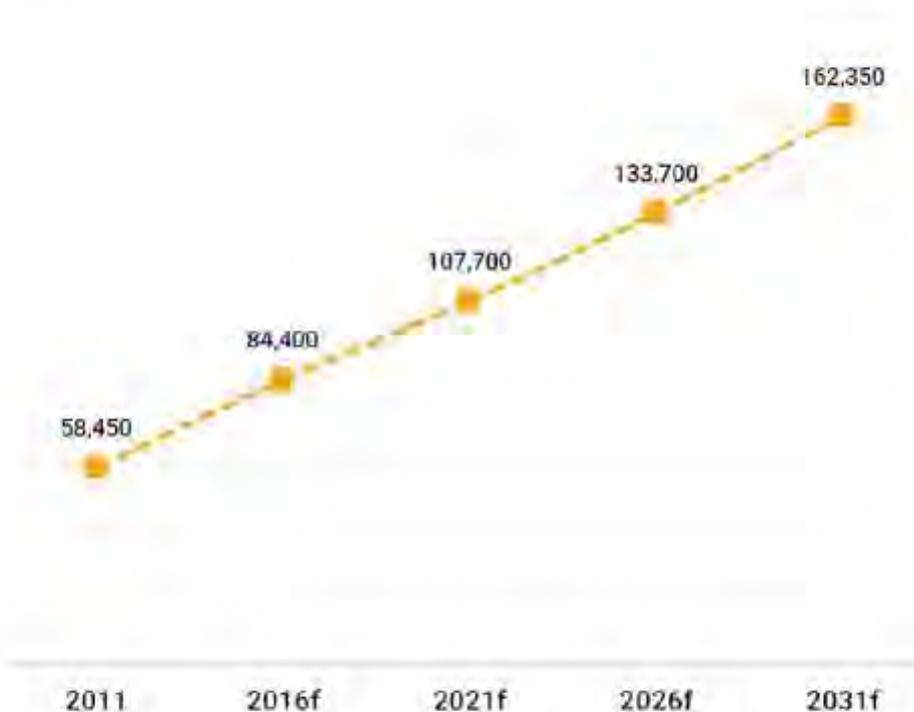
While the Camden LGA is not classified as Regional NSW, as a part of the peri-urban region there will continue to be strategic links between primary production elements, in support of the 'food bowl' that supplies the Greater Sydney Region. Therefore the future of transport between the Camden LGA and Regional NSW is important in that it will play a significant role as to how each area functions relative to the other. Strategic corridors such as the Outer Sydney Orbital are an example of the opportunities where this can be explored further.

## Draft Tourism and Transport Plan

Council acknowledges the significant role transport plays in tourism in NSW, with Western Sydney and the Camden LGA being no exception. Council's 'Camden LGA Destination Management Plan – February 2016' notes the following in regard to the role infrastructure plays in supporting tourism;

### 5.1.2 Growing Region – Inadequate Infrastructure Support

*The following figure demonstrates the population growth which is anticipated to occur in the Camden LGA over the period 2011 – 2031. Over this period, the total region's population is anticipated to grow by 178%, increasing from 58k to 162k. This is significant and is important to note as it helps support a number of tourism businesses.*



*Feedback received from stakeholders indicated that whilst the region is recognized as an important growing residential area, the infrastructure support by way of roads, public transport services and community infrastructure (such as sporting and arts facilities) is struggling to keep up and as the LGA continues to grow, this issue will only intensify.*

This insight re-affirms that the impact of transport is far-reaching, and has a considerable impact on economic activity through tourism in NSW. Council encourages Transport for NSW to actively pursue its objectives in its *Draft Tourism and Transport Plan* in support of the visitor economy, and to work collaboratively with Council in this regard.

## Draft Road Safety Plan

Council commends the NSW Government for their initiative enshrined in the recently exhibited *Draft Road Safety Plan*. In particular, Council acknowledges and supports all safety initiatives, including;

- Support for the Local Government Road Safety Program;
- Development of road safety education campaigns targeting key behavioural areas and road user groups;
- Support of safety around schools, including school zones, flashing lights and pedestrian infrastructure;
- Providing young people with access to Safer Driver Course and Driver Licensing Access Programs;
- Consideration of a Towards Zero Town partnership with local government;
- Increase the time allotment offenders are required to attend proven behavior change programs.



# Draft Future Transport Strategy 2056



ORD11

Attachment 2



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## 1. About Future Transport 2056

### Engaging customers on the future of transport

The transport system in New South Wales (NSW) is on the cusp of being transformed. We are more mobile than ever and our lives more interconnected. Technology is equipping us with new ways to travel and plan our journeys, and new ways to deliver services to our customers.

Future Transport starts with a vision of the future we want, so we can address challenges as they arise and meet our economic, social and environmental goals. Future Transport will not predict what is to come, but will ensure we are ready to seize opportunities to harness the rapid changes in technology and innovation and create an efficient and reliable transport system for our customers.

Future Transport is engaging extensively with customers across Greater Sydney and Regional NSW to raise awareness, stimulate discussion and place the customer's voice at the centre of the Strategy and its Plans. We are keen to hear from you before we finalise the Strategy and Plans in early 2018.

To date, more than 5,000 people have responded to our online surveys, and more than 40,000 people have been involved in digital or face-to-face consultations. We have held 27 engagement sessions with councils, business associations and community groups in rural and Regional NSW including Inverell, Wauchope, Griffith and Cobar, as well as business roundtables to discuss the future of connected and automated vehicles and placemaking.



Figure 1 Engaging our customers on Future Transport 2056





**The Draft Future Transport Strategy and Plans**

Future Transport is an update of NSW's Long Term Transport Master Plan. It is a suite of strategies and plans for transport developed in concert with the Greater Sydney Commission's Sydney Region Plan, Infrastructure NSW's State Infrastructure Strategy, and the Department of Planning and Environment's regional plans, to provide an integrated vision for the state.

**The Draft Future Transport Strategy** sets the 40 year vision, directions and outcomes framework for customer mobility in NSW, which will guide transport investment over the longer term. It will be delivered through a series of supporting plans.

**The Draft Services and Infrastructure Plans** set the customer outcomes for Greater Sydney and Regional NSW for the movement of people and freight to meet customer needs and deliver responsive, innovative services. The plans will define the network required to achieve the service outcomes.

**The Draft Supporting Plans** are more detailed issues-based or place-based planning documents that help to implement the Strategy across NSW.



Figure 2 Suite of Draft Future Transport 2056 documents





**Ministers' Message**

Transport is critical to the future of NSW. Our transport system serves every one of our state's 7.5 million residents, 800,000 businesses and 30 million visitors – and today, it is undergoing rapid change, making us more mobile than ever before, and our lives more interconnected.

By 2056, NSW will have 11.2 million residents and be the country's first trillion dollar state economy<sup>1</sup>. Sydney, one of the developed world's fastest growing cities, will be a global city similar in size to London or New York today. This growth will mean our networks will handle 28 million trips a day and double the current metropolitan freight task.

These challenges and opportunities highlight the importance of our choices today and call for bold, new ideas and approaches that ensure the productivity, liveability and sustainability of our communities.

The draft Future Transport Strategy is an update of the 2012 Long Term Transport Master Plan for NSW. It is a 40 year strategy, supported by plans for Regional NSW and for Greater Sydney. It is the first transport plan in Australia to harness technology to improve customer and network outcomes, and it starts with a long term vision for our communities and places. For the first time, we are aligning how we plan the future of the transport network with how we plan places and land use by working closely with the Greater Sydney Commission, Infrastructure NSW and the Department of Planning and Environment.

Future Transport builds on the achievements of the Long Term Transport Master Plan, which has unlocked unprecedented local and international investment in the NSW transport network and placed our customers at the centre of everything we do.

The draft Strategy also continues our program of innovation – starting with the Future Transport Technology Roadmap, the Smart Innovation Centre, automated vehicle and on-demand services pilots, and our development of contactless payment systems.

Continued planning is critical if NSW is to have a world-class transport system with infrastructure investments and initiatives that support growth, and meet our aspirations for how we want to travel and live.

We want to thank everyone who has contributed to the draft Future Transport Strategy and its Plans. This is your opportunity to provide input on the work we have done so far and we encourage the community and industry to work with us in coming months.



**The Hon Andrew Constance MP**  
Minister for Transport and Infrastructure



**The Hon Melinda Pavey MP**  
Minister for Roads, Maritime and Freight

<sup>1</sup> NSW Intergenerational Report 2016





## 2. What is Future Transport 2056?

Future Transport is the NSW Government's 2017 update of the 2012 Long Term Transport Master Plan. The Draft Strategy and its supporting Plans respond to the significant changes occurring today, and build on the achievements of the Master Plan, which established a once in a generation transport and infrastructure investment pipeline for the state.

This chapter introduces Future Transport in five parts:

- What is Future Transport 2056?
- Why planning transport for 40 years is critical
- Building on our achievements
- What change is Future Transport responding to?
- How you can help shape Future Transport



## What is Future Transport 2056?

**An update of the 2012 Long Term Transport Master Plan that responds to rapid change**

Future Transport 2056 is the 2017 update of the NSW Long Term Transport Master Plan. It is a 40 year vision for mobility in NSW being developed with the Greater Sydney Commission, the Department of Planning and Environment, and Infrastructure NSW.

The draft Future Transport Strategy sets out a vision, strategic directions and customer outcomes, with infrastructure and services plans for Greater Sydney and Regional NSW to deliver these directions across the state.

Future Transport also sets out a series of issue-specific and place-based plans. These plans help us move away from looking at the network in terms of individual modes of transport, towards more integrated solutions. We will work closely with land use agencies on the place-based plans to ensure the transport system can effectively serve new growth areas.

Like the 2012 Plan, Future Transport firmly places the customer at the centre of everything we do. New technology and innovative service models are providing opportunities to change the way we travel. We want to make sure these changes empower customers to better plan and personalise their journeys.

Today, four in every five public transport customers use online resources and apps to plan their travel, and 37 per cent of customers reported using a rideshare service in the past six months – a service type that did not exist in Australia five years ago.

Future Transport 2056 is the first plan of its kind to look at ways we can harness the rapid advancement of technology and innovation across our transport system to transform the customer experience, improve communities, and boost our economic performance.

Planning ahead for 40 years is a bold undertaking when rapid technological innovation is the new norm in transport as in other sectors. With NSW set to grow to more than 11 million people by 2056, freight volumes estimated to double in the Greater Sydney area and grow by a quarter in Regional NSW, and the network preparing for 28 million trips a day, planning for future mobility has never been more important.

Long term planning for an uncertain future needs both vision and agility. The draft Future Transport Strategy focuses on the quality and character of places and communities we want for the future – on the fundamental way transport supports both movement and place outcomes.

We want to hear from you, our customers, as we plan for the future transport system our communities and businesses need. We've already had contributions from more than 43,000 people across NSW and urge you to get involved through the [Future Transport website](#).





Figure 3 NSW's growing population

### Why planning transport for 40 years is critical

**Transport matters to every person, business and visitor in the state, and supports economic, social and environmental outcomes**

#### The importance of our choices today

The past 40 years saw tremendous change. Globalisation, the advent of the internet, computer and smartphone technology, faster and cheaper air travel, and social and economic change have made Sydney one of the best cities in the world and connected the state's productive regions to fast growing global markets.

Today, the pace of change is quickening still, making predictions about future technology use or even our future behaviours a risky practice. While it is impossible to predict the future, our actions and decisions today can change the course we are on.

Economic and population growth, with inevitable constraints on our resources, mean that we face 'fork in the road' decisions with long term impacts. We don't want to risk business as usual approaches that miss opportunities to reshape future travel behaviours, revitalise regional areas, dramatically improve safety, or reduce the future cost of providing infrastructure. Long term transport planning – even in an era of technological uncertainty – can support a productive economy, liveable communities and a more sustainable society.

#### A productive economy

The transport network enables economic activity across the state. Each day, trucks take cattle from feedlot to port, trains and buses bring commuters to work and





students to school, and trade vehicles deliver services to households and businesses.

The more efficient the transport network, the better our economy performs, allowing businesses to reach new markets, attracting new investment, and catalysing new job and training opportunities for our people. By contrast, congestion, poor planning decisions and network inefficiency increase transaction costs, constrain growth, and stifle economic development and labour mobility.

The map below shows how Future Transport initiatives for investigation would dramatically expand the 30 minute public transport catchment for Parramatta improving accessibility of the Central River CBD and supporting greater liveability in the broader area.

Long term planning also provides industry and communities with the certainty they need for their own plans – decisions about where to invest, locate and live.

#### **Liveable communities**

Transport is a 'placemaker'. It can transform the public domain, activate centres and unlock new activity. Transport can also generate new commercial and housing developments and renew existing neighbourhoods and spaces.

The best places take time and strong partnerships to develop. Transport improvements made today activate the public spaces, corridors and networks that future generations will enjoy, and impact on the delivery of health, education and local government services. Transport can improve the liveability and character of places across the state, achieve wider benefits from investment and encourage more desirable patterns of development.

#### **A sustainable society**

Transport is a public good that accounts for over 42 per cent of the state's\* total energy consumption<sup>2</sup> and for a growing share of total public infrastructure investment.

While growing transport investment is critical to the wellbeing of our communities, unsustainable investment decisions risk deteriorating the government's budget position and its ability to respond to community needs in health, education, and other critical services.

Long term planning will ensure we deliver more with less, maximise the benefits of planned investment, and improve the emissions intensity and environmental costs imposed by the transport system.

<sup>1</sup> NSW Environmental Protection Authority (EPA) State of the Environment Report 2015  
<sup>2</sup> Includes Australian Capital Territory (ACT)



### Building on our achievements

#### The journey so far...

The 2012 Long Term Transport Master Plan responded to long term underinvestment and poor planning of transport infrastructure in NSW. It undertook a comprehensive analysis of transport problems and generated an unprecedented pipeline of investment.

In total, over 700 projects are linked to the 2012 Plan, with 438 complete, 200 under construction and the remainder in planning. These include city-shaping projects such as Sydney Metro, Sydney CBD & South-East Light Rail and WestConnex as well as much needed infrastructure in our regions, such as Fixing Country Roads and Fixing Country Rail. The 2012 Plan also extended state-wide programs like the Transport Access Program and delivery of the Disability Action Plan.

The projects delivered under the 2012 Plan are supporting big picture priorities for NSW, including the Premier's priorities to deliver better infrastructure and services, create safer communities, reduce road fatalities by more than 30 per cent by 2021 and improve road travel reliability and on time running.

Since 2012, other government initiatives have improved alignment across Government to integrate strategic planning and join up service delivery. The Government's metropolitan plan identifies opportunities for urban renewal and new housing development around major transport investments, while the Greater Sydney Commission's Growth Infrastructure Compacts will bring together service and infrastructure planning to better meet the place-based needs of communities.



Figure 4 Status of 2012 Long Term Transport Masterplan Projects

For the detailed project map see [future.transport.nsw.gov.au/business/detailed-project-map-embed/](http://future.transport.nsw.gov.au/business/detailed-project-map-embed/)





### Commencing the next phase of transport improvement

Improved services and a future-ready transport network resulting from the 2012 Long Term Transport Master Plan are a solid foundation – and a more developed infrastructure backbone – for the deployment of new technology and more innovative service models.

Since 2012, rapid advances in technology and a growing mobility services market have begun to alter the landscape for transport delivery in NSW. The advent of ridesharing services, the introduction of demand-responsive services and the widespread use of technology are the early forerunners of how technology can reshape transport.

Considering these developments, Future Transport will set out a long term framework for developing the network that delivers our ambitious vision for thriving communities and centres across NSW, starting with 16 regional cities in regional NSW and the Greater Sydney Commission's economic vision for three cities in the Greater Sydney area.

Future Transport positions NSW to take advantage of emerging opportunities to improve mobility and services for customers.

### What change is Future Transport responding to?

**The next 40 years will see more technology-led transformation than the past two centuries**

#### Technology is changing how we travel – and how we deliver transport

Transport is a technology business. Cheaper sensors, faster processing speeds, smartphones, Wi-Fi and automation are transforming passenger and freight mobility – the services provided, how customers use them, and who provides them.

Rapid innovation is already changing traditional modes of travel. Buses, trains, cars and trucks are increasingly automated, safer, and will increasingly need connection to a smarter network. But the changes we are witnessing come not just from the hardware but from the new operating models this technology can support.

Data sharing and mobile technology give customers smarter ways to choose and buy services, and allow providers to respond to customer needs flexibly and creatively. In the future, it is likely people will have moved beyond making daily choices between mobility options, and will instead be making choices about their experiences – how they will spend their day, who they will meet – where the mobility components are delivered automatically, in ways that reflect their personal preferences.

The rise of ridesharing in NSW suggests our customers are early adopters. In the two years following the introduction of rideshare services, one-third of Sydneysiders had used one, new service models were extending to outer metropolitan areas, and driver authorities for hire car and rideshare drivers grew ten-fold.

Technology-led innovation has the greatest potential for Regional NSW, where we believe new technologies could transform service offerings over longer distances and



for smaller populations, with data-driven service models better matching demand to a range of service and vehicle types.

The Future Transport Technology Roadmap for NSW, delivered in 2016, set out five 'no regret' strategies for our network:

1. Personalise customer interactions: moving to customised, integrated service systems, smart digital mobility platforms, and frictionless access and payments
2. Transform the mass transit network: incorporating automation to improve safety, service frequency and travel times and attract customers from private car use
3. Foster shared, demand-responsive services: enable flexible, shared use service models
4. Enable connected and automated vehicles: support vehicles and enabling infrastructure that improves mobility services, efficiency, reliability and safety
5. Create intelligent transport networks, managed with data: install technologies and build networks that actively gather data, use Artificial Intelligence and real time analytics to optimise capacity and planning.

In setting out a 40 year vision for transport in NSW, our aim is not to predict the future, but to prepare for change.

The draft Future Transport Strategy and its Plans identify how our long term priorities for transport can take advantage of emerging technology and service models to better meet customer needs.

This is informed by our review of global and domestic trends and their unique challenges and opportunities in NSW, including a growing and ageing population, increasing international trade, changing customer demands and our desire for healthier lifestyles.

How we respond in this ever-changing environment will determine the NSW of tomorrow. We, as Government, the community and industry, need to decide what kind of NSW we want and how we will get there.



Figure 5 Responding to rapid change



## How you can help shape Future Transport

### Have your say on the future of transport

The draft Future Transport Strategy is a new approach to planning transport and engaging with our customers. It has been developed through an extensive program of multichannel digital and face-to-face consultations to ensure that our draft plans have the support of customers and will meet their future needs.

The staged release of the draft Future Transport Strategy, Plans and supporting plans, aims to maximize the opportunities we have to talk to the community and to industry. In addition, Transport for NSW is working with the Greater Sydney Commission and Infrastructure NSW to integrate our engagement and to coordinate the release of the state's three draft strategic plans later in 2017.

Our first phase of engagement raised awareness and began a discussion about what communities and businesses value from transport and how we can make mobility more customer-focused, efficient and accessible.

Our engagement program has allowed us to hear and respond to thousands of customers in regional and metropolitan areas:

- 27 engagement sessions with councils, business associations and community groups in rural and regional NSW including Inverell, Wauchope, Griffith and Cobar
- Regional and community forums in Sydney, North Sydney, Rooty Hill, Parramatta, Gosford and Wollongong
- Business and industry roundtables, to discuss the future of connected and automated vehicles and placemaking

More than 5,000 people have responded to our online surveys since May 2017, including over 1,300 people in regional communities. To date, more than 43,000 people have been involved in digital or face-to-face consultations. In addition, our engagement efforts have trialled innovative ways of engaging young people, including a social media campaign that reached 1.2 million people.

Our website at [future.transport.nsw.gov.au](http://future.transport.nsw.gov.au) contains a range of information and data on the performance of the current transport system, discussion starters on important topics for consideration, a Future Transport Technology Roadmap update, an engagement survey and a mapping tool, which highlights the 700 or so projects underway or complete since the NSW Long Term Transport Master Plan was launched in 2012.

**We invite you to explore the website and provide your feedback to help us plan the transport network of the future.**



Figure 6 Future Transport 2056 Timeline



### 3. A vision for Transport

Transport is a major enabler of all economic and social activity in our state and contributes to long term economic, social and environmental outcomes.

This chapter sets the long term vision for mobility and transport provision in NSW, explains how the customer experience of transport will change and what this means for Greater Sydney and Regional NSW. The vision is built on six outcomes:

- A Customer Focus
- Successful Places
- A Growing Economy
- Safety and Performance
- Accessible Services
- Financial and Environmental Sustainability



**A vision for transport focused on six outcomes**

The draft Future Transport vision for the next 40 years sets six state-wide outcomes to guide investment, policy and reform and service provision. They provide a framework for network planning and investment aimed at harnessing rapid change and innovation to support a modern, innovative transport system that serves the community and economy well into the 21st century.



Figure 7 Six customer and network outcomes

**A Customer Focus**

Every customer experience will be seamless, interactive and personalised by technology and big data

**Moving from 'Planes, Trains and Automobiles' to 'Mobility as a Service' and beyond**

Our current network delivers 385 million rail trips and 315 million bus trips each year. It also delivers 16 million ferry trips, 10 million light rail trips each year and consists of over 185,000 kilometres of road infrastructure for private, commercial and freight use.

Today, we are moving away from a view of transport as only being the infrastructure and vehicles we use to travel, to a future that evolves with the customer and integrates technology into the network to offer seamless experiences.





The future of mobility is customer-focused, data-enabled and dynamic. Personal mobility packages will bundle traditional 'modes' with technology platforms and new service offerings like car share, rideshare and smart parking. This will improve the customer experience and deliver far greater levels of responsiveness, safety, and congestion management.

Tomorrow's ticket booths will be our smartphones, with a host of services at our finger tips for each part of the journey. Customers will make travel choices based on factors that matter most to them – service frequency, cost, emissions, comfort, or travel time.

Customers will directly deal with the Mobility as a Service (MaaS) provider, not the network operator or service provider. The MaaS provider will sell seamless multimodal journeys, offer convenient payment methods such as subscription services, and communicate directly with customers.

Big data and technology will enable service providers to connect with customers, know their preferences, and tailor service offerings in real time. How customers choose to travel will directly influence and shape their experience.

Regional customers will access innovative, on-demand services that aggregate similar trips quickly for more efficient travel, and provide responsive travel choice, with a range of public, private, and community transport providers offering a mix of services. The investments we make in cross-network information management systems will enable real-time and innovative regional service responses that better use the network.

Seamless experiences will also connect customers to facilities for active transport such as walking routes, bike paths and bike hire services.



Figure 8 Mobility as a Service





### Supporting Successful Places

**People enjoy 'living local' with fast connections to strong centres that drive economic growth and social cohesion**

#### Activating centres and forging stronger partnerships

Population and economic growth will support a stronger network of thriving centres across the state. Technology and improved communications will enable more people to 'work anywhere, live anywhere,' with telecommuting and remote and flexible working becoming the norm.

A transport network across the state that better connects regional cities and centres will improve amenity for regional communities and increase access to regional jobs, services and education.

The state will benefit from its access to three Global Gateway Cities: Greater Sydney, the Australian Capital City of Canberra and the growing city of Greater Newcastle. Improved transport will broaden the catchment around each of these Global Gateway Cities, improving access to major service precincts, advanced industries and international infrastructure for the purposes of travel and trade.

Greater Sydney will grow as a global tourist and skilled worker destination, and as Australia's gateway to Asia. It will be supported by growth in its three cities – the Eastern Harbour City, the Central River City and the Western Parkland City.

By 2056, economic and housing growth around Greater Sydney will drive integration across the city's hinterland, establishing Gosford and Wollongong as 'Satellite Cities' and connecting them to Greater Sydney with fast transit.

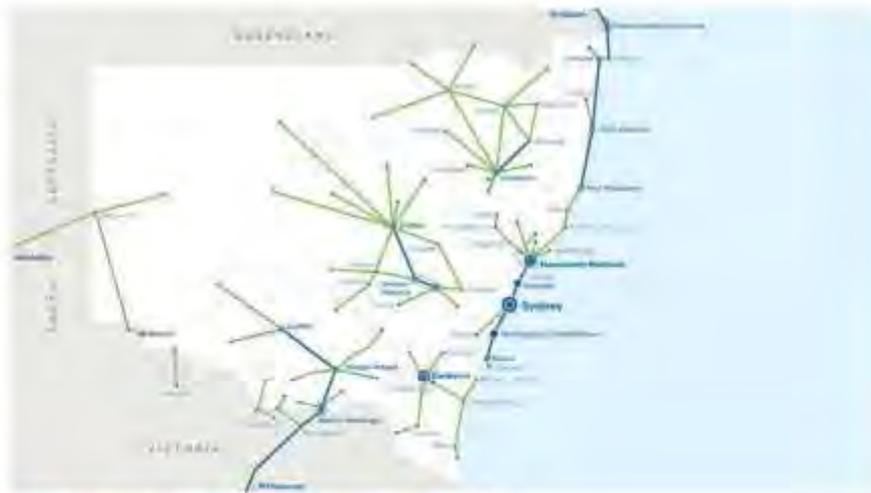


Figure 9 Activating regional and metropolitan centres





An equitable transport system that provides regular, high quality connections to regional settlements will increase the attractiveness of small towns as places to live and visit. Quality services will reach across state borders, providing regional areas with efficient access to their closest capital city.

Strong partnerships with Local Governments will drive place based planning and renewal in regional centres and local towns.

A strong vision supported by sound development and planning decisions will sustain a long term focus on growing the vitality of places and activating emerging cities. The vision will help us improve the accessibility of local communities in Western Sydney and in the regions to areas of major economic opportunity.

The NSW Government will work with local councils and communities on integrated transport and land use planning and investigate the potential to develop 20 year precinct plans for all strategically important centres and places. The plans will focus on balancing the transport movement needs of the community with high quality urban design that supports community safety, health and wellbeing and enhances community assets and local character.



Figure 10 Successful places, an artist's impression of Barangaroo Ferry Wharf

## A Growing Economy

**A powerhouse economy, enabled by efficient links between people, places, businesses and markets**

### A transport system that powers our future \$1.3 trillion economy

By 2056, high levels of automation, increased freelancing and 'virtualisation' and a strong services economy will enable a vibrant, modern economy with new industries and jobs of the future growing strongly in Regional NSW and Greater Sydney.

In the future, NSW will be Australia's first trillion dollar state economy, with growth that is broadly-based and diverse. Economic productivity will grow as the network moves people more efficiently to jobs centres and provides firms with access to the right workers, skills and customers. Future technology will also enable productivity-enhancing flexibility in the way people work and the times of day they travel.

Technology will drive new industries – with the World Economic Forum predicting that some 65 per cent of children entering primary school today will hold jobs in the future that do not yet exist.<sup>3</sup> Technology will enable transformational efficiencies in logistics and small parcel deliveries, with innovative direct-to-consumer deliveries, 'freight as a service' or new delivery models, freight drones, and 3D printing.

At the same time, today's substantial freight task will continue to grow. Our primary industries, which today contribute around \$14 billion to State Gross Value Product<sup>4</sup>, will continue to grow strongly, strengthening links to global export markets.

NSW's freight networks will need rapid innovation and development to support import and export markets and meet growing consumer demands.

By 2056, the state will be served by two high performing container ports, with Port Botany and Port Kembla servicing our growing population centres. Integrated road and rail logistics chains supported by intermodal terminals and dedicated, high performing freight pathways will connect the city and regions.

The Global Gateway of Newcastle and the satellite city of Wollongong will play an increasingly important role in the NSW economy with populations expected to grow to more than 750,000 and 500,000 people respectively by 2056.

Regional cities will act as centres for health, education, and justice services as well as providing access to employment opportunities and air transport connections. Regional centres will also play an important role for service provision and employment.

<sup>3</sup> The Future of Jobs, Employment, Skills and Workforce Strategy for the Fourth Industrial Revolution, World Economic Forum, 2016

<sup>4</sup> NSW Primary Industries Performance Data and Insights 2016, Department of Primary Industries



Towns and villages will offer employment and housing and will continue to be important in attracting domestic and international visitors, bringing job opportunities and economic benefits to rural communities.



Figure 11 Freight transport in NSW

### Safety and Performance

**Every customer will travel safely across a high performing network**

#### Safety, security and performance are interlinked

As our population and the network grow, innovation and technology will achieve the dual objective of both improving performance and significantly improving safety. For example, connected and automated vehicles are expected to reduce rates of road trauma caused by human error, improve traffic flow and efficiently manage higher traffic volumes.

Towards 2056, NSW will approach a trauma-free transport network, saving up to 350 lives and 12,000 serious injuries each year and cutting the cost of road trauma to the community by over \$7 billion a year in today's dollars.

A safe, higher performing system will focus on the provision and management of networks, people and fleet across NSW to the highest design and technological standards with intermodal and collaborative IT systems.

Achieving our safety vision will mean ensuring the majority of road travel occurs on 4-5 star roads. To do this, we need to design all new roads to this standard, which is informed by Safe System design principles for corridor planning. These principles





identify key safety measures known to reduce road trauma along with other requirements. Key safety measures will include median and roadside safety barriers, wide centreline audio tactile line marking and traffic calming methods such as 2+1 treatments, which incorporate two lanes in one direction and one lane in the opposite direction, separated by a flexible safety barrier.

New vehicles and smart infrastructure will also design trauma out of the network through technology such as Intelligent Speed Adaption (ISA).

A quicker, more resilient network of high performing corridors will provide an efficient backbone for mobility across the state. Efficient links will connect cities and centres, towns and villages with investment targeted at improving service levels and building demand along major regional and metropolitan corridors. New radial networks will support higher service levels and better connectivity in regional and remote areas.

Major passenger and road corridors will be upgraded with automated mobility and smart networks, including all NSW Motorways, and will be supported by a developing market of flexible and convenient first and last-mile service providers that enable rapid and seamless connections to trunk corridors.

Greater separation of major traffic flows will support higher performance and safety with freight bypasses of major regional cities and centres.





Figure 12 The Safe System approach

**Accessible Services**

Seamless mobility will enable the participation for all members of the community

**A choice of services that empowers every customer**

One in five people who responded to our online survey reported that they cannot travel by private vehicle, and more than two in five reported that they cannot access public transport because they are living with disability, are elderly or live in areas with low or no public transport services.

Tomorrow's transport system will see personalised, integrated service provision and a fully accessible network that enables people who find it difficult to access transport services today to use transport when and how they want to in the future.





Customer choice will drive a market for more accessible services. Assistance for customers will become more targeted and personalised, and individuals will be able to choose the services that best meet their needs across public, private and community transport service providers.

Market development will be driven by initiatives including public procurement of innovative service offerings, on-demand services and new technology-enabled services. Smart service procurement by Government that focuses on customer outcomes will grow the level of competition, innovation and entrepreneurship needed to deliver service improvements and accessibility for all customers.

Procuring service outcomes will also address service deficit in Regional NSW and in some areas in Greater Sydney through the delivery of flexible transport, fleet services, rideshare and Mobility as a Service (MaaS) models.

The Sydney Metro and Sydney Light Rail are among the first projects to deliver a fully accessible fleet and assets. Over time, the whole transport network will be accessible through the delivery of new assets or by upgrading or repurposing existing assets, like the renewal of the state's bus stops for accessibility and shelter.

A physically accessible network will mean more choice for people with mobility constraints, which is particularly important with our growing and ageing population. Greater accessibility will also mean better connections to places and opportunities for employment, education, business and enjoyment, especially in areas with few transport options today.



Figure 13 Empowering every customer

Also see Chapter 6 – Our Customers and Chapter 8 – The Future of Services

**Sustainability**

**A transport system that contributes to a strong economy and environmental and community wellbeing**

**An affordable network that is responsive to change and sustains strong investment**

A strong, financially sustainable transport system will enable continued investment in infrastructure and service improvements for our customers, while sharing the costs equitably across users, taxpayers and other beneficiaries.





Today public transport revenue in NSW is amongst the lowest in the developed world with levels of recovery reduced from more than 60 per cent in the 1980s to around 29 per cent today.

A modern and efficient fare system will continue to promote access and inclusion, and support customer loyalty. Efficient service delivery through improved operations and maintenance, innovation and a commercial focus on asset management will drive better value for taxpayer dollars and enable new forms of revenue.

#### **Supporting more environmentally sustainable travel**

Moving people from private vehicles to more sustainable transport modes will lower congestion and the state's emissions intensity, improve air quality and support better health and wellbeing.

Well planned centres and cities, with accessible public transport systems and better connected green spaces, will enable many more of our customers to shift from private cars to public transport and active transport modes such as walking and cycling - which will improve urban vibrancy and liveability. In Sydney, the key to this will be the delivery of three 30 minute cities, supported by reliable 'turn up and go' mass transit services.

Managing the transport system's cost-effective transition to a low emissions environment and managing its climate change risks will help deliver the government's Climate Change Policy Framework and its aspirational target of zero net emissions by 2050, setting the state up as a leading and competitive low-carbon economy.

The transport network's physical assets will be built and maintained to a standard to withstand extreme weather and sea-level rise with minimal damage and disruption to network functionality.

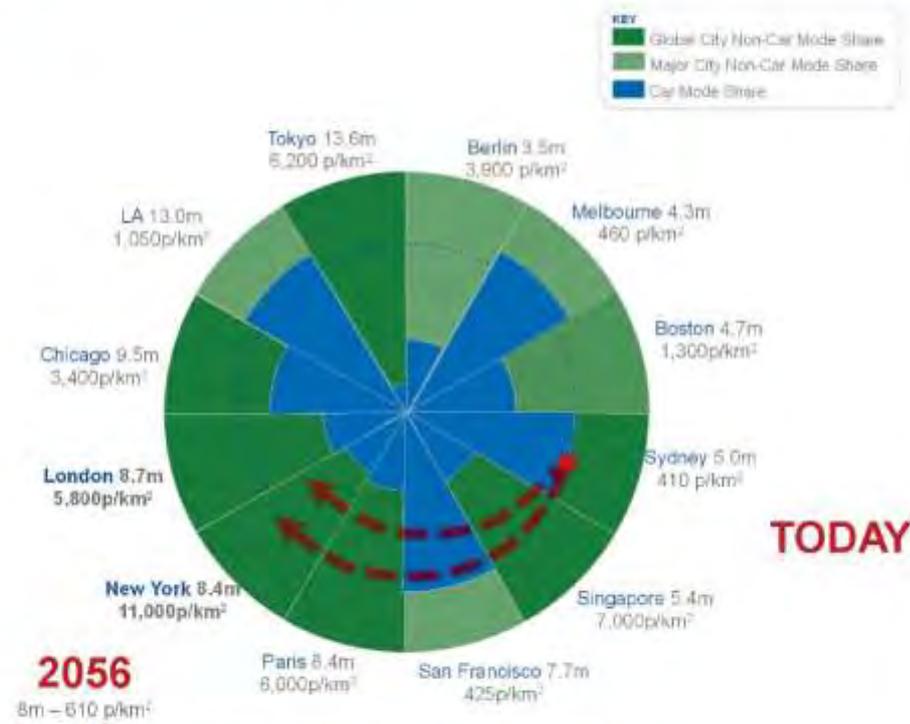


Figure 14 Private vehicle mode share – international comparison  
Also see Chapter 10 – Delivering Sustainability



## 4. What does Future Transport mean for Regional NSW?

**A network of services in regional areas that provides better connections between communities and improved access to regional cities and centres**

The six priorities for Future Transport have clear implications for the vision and service outcomes we set for regional communities, which currently experience lower service levels and slower population growth than Greater Sydney. A marketplace for services in regional areas will be driven by significant investment in Regional Cities, smarter procurement and the deployment of technology-enabled and innovative service models.



Figure 15 Connecting communities

Regional NSW customer outcomes
1. A safe transport system for every customer with zero deaths or serious injuries on the network by 2056
2. A transport system which is resilient to significant weather events including floods, fog, bush fire
3. Customers enjoy improved connectivity, integrated services and better use of capacity
4. The appropriate movement and place balance is established enabling people and goods to move efficiently through the network whilst ensuring local access and vibrant places
5. Increased accessibility to employment and services such as health, education, retail and cultural activities within Regional Cities and Centres
6. A transport system that adapts to and embraces new technology
7. Changes in land use, population and demand, including seasonal changes, are served by the transport system
8. Flexible services are an integral part of the transport system helping to deliver the most appropriate type of service for customer needs
9. Support the development of the Global Gateway Cities of Newcastle and Carbens
10. Improved efficiency of the network with the two Satellite Cities of the Greater Sydney by 2056 – Gosford and Wollongong

Figure 16 Customer outcomes in Regional NSW  
For more information see the **Regional NSW Services and Infrastructure Plan**





## 5. What does Future Transport mean for Greater Sydney?

**A global metropolis where personal and business-related mobility are amongst the best in the world**

Sydney will grow as a global metropolis with benefits distributed more evenly across the city, driven by major place-based planning and investment around the new Western Sydney Airport and Badgerys Creek Aerotropolis. New technology and innovation will make the network far more responsive to demand and better able to manage congestion. The vision for Greater Sydney as a metropolis of three 30 minute cities will guide many of the planning, investment and customer outcomes for the city including faster, convenient and reliable travel times to major centres.



Figure 17 A metropolis of three cities

Greater Sydney customer outcomes	
1.	Efficient, reliable and easy to understand journeys for customers, enabled by a simple hierarchy of services
2.	Efficient and reliable freight journeys supported by 24/7 rail access between key freight precincts and convenient access to centres
3.	A safe transport system for every customer with zero deaths or serious injuries on the network by 2056
4.	30 minute access for customers to their nearest centre by public transport 7 days a week
5.	Fast and convenient interchanging, with walking times of no longer than 5 minutes between services
6.	Walking or cycling is the most convenient option for short trips around centres and local areas, supported by a safe road environment and attractive paths
7.	Vibrant centres supported by streets that harness the need for convenient access with enhancing the attractiveness of our places
8.	Fully accessible transport for all customers
9.	New technology is harnessed to provide an integrated, end-to-end journey experience for customers
10.	Future forms of mobility are available to customers and integrated with other modes of transport
11.	Transport services and infrastructure are delivered, operated and maintained in a way that is affordable for customers and the community
12.	A resilient transport system that contributes to the NSW Government's objective of net zero emissions by 2050

Figure 18 Customer outcomes in Greater Sydney

For more information see the [Greater Sydney Services and Infrastructure Plan](#).





## 6. Our Customers

Placing the customer at the centre of everything we do is at the heart of all our transport service and infrastructure decisions.

Our customers rely on us every day – whether they are regional students travelling to school, commuters travelling to work or drivers delivering goods to retailers and consumers. Every one of our customers expects reliable, convenient and timely services and high quality, safe infrastructure.

This chapter explains who our customers are, what they value and how their priorities will shape the plans we make in Future Transport. The chapter also looks at how we can improve services to attract more people onto public transport and considers the major priorities for key customer groups including:

- Public transport customers
- Road customers
- Freight customers
- People who require greater access to the transport network to support inclusion and participation
- Aboriginal and Torres Strait Islander communities
- Visitors and tourists



## Our customers rely on us everyday

### Our customers are at the centre of everything we do

#### Who are our customers, and what do they value?

We provide services and network infrastructure that serve the mobility of every one of the state's 7.5 million residents, 800,000 businesses and 30 million visitors each year.

The reliability of transport services will always be a key indicator of customer satisfaction. However, our customers increasingly expect greater technology-enabled personalisation, flexibility and ease of use.

Mobile phone technology is prompting a culture of immediacy, evident in the growth of tech-enabled point to point services, flexible on-demand services and applications of shared mobility. In the future, our customers will expect to give immediate feedback to providers and even shape service provision in real time, based on their immediate needs.

The way people use the network is also changing. Our future customers are less likely to have a driver's licence or own a car. Their travel patterns will also be different from today because they are more likely to be flexible about where and what hours they work, and to consider walking and cycling as part of their journey.

Meeting our customer needs goes beyond the journey experience to the wellbeing of the whole community. A successful transport system that encourages greater active and public transport can deliver positive outcomes in terms of physical and mental health, social capital and social and economic participation.

With such a diversity of needs, growing demand and increasing expectations, providing reliable services that get people where they need to go is a complex task, and we can no longer continue with a 'business as usual' approach to serving our customers.

At Transport for NSW we are increasingly using "human-centred design" approaches aimed at identifying factors that impact the customers travel experience and assessing, testing and validating solutions with customers. This collaborative approach has a high rate of success in providing solutions that address the root cause of customer pain points.

This chapter sets out our directions for future transport that will help meet the needs of five key customer groups:

- Customers who have choices for their mobility and can access private and public transport
- Road customers including cyclists, car users and passengers, motorcyclists and pedestrians
- Freight customers who rely on transport to create economic value
- Disadvantaged groups who have fewer travel choices for personal mobility



- Aboriginal and Torres Strait Islander communities
- Visitors and tourists whose transport is integral to their experience of NSW



Figure 19 Transport customers

### Encouraging more customers to use active and public transport

**Moving more people by active and public transport has benefits for all**

#### We will continue growing customer satisfaction and changing customer attitudes

Each year, our customers take 328 million trips on Sydney, intercity and regional trains, 250 million trips on metropolitan and outer metropolitan buses and 4 million trips on rural and regional buses. People in metropolitan areas also undertake 3.5 million walking-only trips and 448,000 cycling trips on an average week day.

We've listened to what our customers value, and improved their travel experiences to provide more reliable, safe, convenient and accessible travel. Since 2012, this has significantly boosted customer satisfaction levels across public transport modes.

Our Customer Satisfaction Index, which reflects the voice of over 17,000 customers, demonstrates average annual increases of 9 per cent in customer satisfaction with buses and trains. Customer satisfaction is even higher for ferry, light rail and community transport customers.

Service innovation has played a key role in increasing customer satisfaction. The introduction of the Opal Card significantly improved satisfaction levels by enabling greater convenience and ease of connection between modes.

However, Future Transport consultations emphasised that while many of our customers enjoy greater choice than ever before, there were many who would use





public transport more if further improvements were made. Customers tell us the main barrier to using public transport is the availability of frequent and reliable services to take customers where and when they need to go. This is especially the case in regional communities and in outer metropolitan areas, where public transport services are more limited.

To attract more people to public transport and grow customer satisfaction levels, we need to provide better connections, improve service frequency out of peak hours and offer more flexible services. We need to continue expanding the reach and responsiveness of services, while addressing pain points such as overcrowding and congestion to convince reluctant customers and customers of different ages and abilities to use our services.

Encouraging more people to use active transport to move around will require us to look at safe, well connected infrastructure such as bike paths and walking routes. We will also need to enable innovative models including bike-sharing models. More active transport will improve network outcomes overall, but more importantly, will deliver positive health, wellbeing and environmental outcomes too.

**Future directions to investigate**

Customer satisfaction will be enhanced, and more people will choose to travel by public transport, walking and cycling.

- Provide safe, quick and convenient services that offer journey times competitive with private cars
- Conduct research and utilise Opal data to improve the customer experience and address 'pain points' that discourage public transport use
- Encourage changes to customer behaviour to Remode, Retime, Reroute and Reduce travel across Greater Sydney
- Establish a complete network of safe separated pathways to encourage walking and cycling to and within centres
- Support the establishment of bike share services

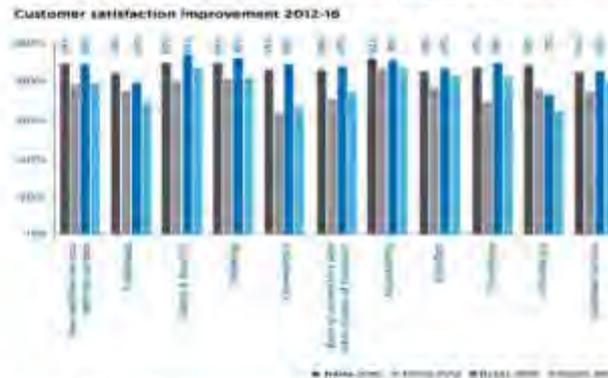


Figure 20 Public transport customer satisfaction





### Our road customers

#### We will meet the changing needs of our road customers to ensure safe, direct and timely journeys

The NSW road network is the state's largest asset and carries the majority of NSW passenger and freight travel. To meet the needs of growing populations and move increasing numbers of people and goods on our road network, we need to respond to the changing needs of our road customers.

There are many different customer groups who travel on our road network, including motorists and passengers of private cars, bus customers, light and heavy trucks, taxis, hire cars, motorcyclists, cyclists and pedestrians.

We know a lot about how our customers use the road today. For example, we know that most people use more than one mode of transport and that private motor vehicle users can also be pedestrians, cyclists and public transport passengers at different times. Three quarters of people aged 60 years and over drive a car and the same proportion use public transport. We also know that taking buses and walking increases as people age beyond 70 while use of other modes declines.

The development of automated road vehicles over the coming years will bring about different opportunities for our road customers. Greater automation is expected to increase safety and reduce congestion and environmental impacts, particularly if used for shared vehicles.

'Smart' motorways will also improve congestion for road users, including users of trunk passenger bus services, as real time data is used to manage the network and help road customers avoid pinch points, disruptions and scheduled maintenance.

Improving our customers' experience requires an understanding of their needs so we can design the road network to provide safe, direct and timely journeys.

#### Future directions to investigate

Road customers will have access to a world class network that supports private journeys, high capacity public transport services and high productivity freight vehicles.

- Provide better road connections between key centres, particularly in Regional NSW
- Prioritise efficient vehicles, taking into account the type of corridor, customer mix and the importance of local spaces
- Physically separate different road user groups with an expanded network of bus lanes and freight priority where possible
- Deliver safer roads that support optimum speeds and are resilient to weather events and climate change
- Deliver 'smart' motorways and work with industry and innovators on new technologies that can improve the road user experience

- Incorporate safety measures at the planning and design and construction stage for all new and repurposed road asset projects
- Apply the 'movement and place' approach to match road function with user groups and create better places and communities.



Figure 21 Road customers

### Our freight customers

**A market for freight pathways will benefit our freight customers and support innovation in the sector**

#### **We will enable innovation across the freight network and encourage new service models**

Our freight customers are major partners in securing the future NSW economy. They are the people and businesses who move freight from producers and manufacturers and run deliveries right through to the consumer. The sector contributes \$13 billion in Gross Value Added each year, conveying 280 million tonnes of road freight, 192 million tonnes of bulk cargo and 150 million tonnes of rail freight.

Freight customers value reliability, efficient travel, and certainty to maximise productivity and reduce energy intensity. Network inefficiency, inconsistent regulation, and poor planning decisions impose operational constraints, extra costs, and slower or unreliable delivery times, which reduce the competitiveness of businesses.

Australian Governments are currently investigating heavy vehicle road reforms aimed at turning the provision of heavy vehicle road infrastructure into an



economic service where feasible. This would see a market established that links the needs of heavy vehicle users with the level of service they receive, the charges they pay and the investment of those charges back into road services. Heavy vehicle road reform will provide a basis for comparing road and rail freight pricing, a stepping stone towards the development of a market for freight where technology, data and analytics could support innovative ways of providing dynamic priority, and freight-as-a-service multimodal offerings.

Freight customers will increasingly harness data and analytics to improve efficiency and competitiveness. Load sharing applications and platforms will combine freight loads from different network users to maximise capacity utilisation of each vehicle. Future technologies could dramatically increase the range of ways that freight can travel and the types of service that can be provided.

Direct business-to-consumer delivery models and on-demand service models will blur the lines between traditional freight companies and retail businesses, and lead to innovative partnerships. For example, Toll and eBay now offer a business-to-consumer logistics solution to connect Asian businesses to Australian customers purchasing products online. Uber and Amazon are new entrants to the freight market for 'last mile' and on-demand deliveries. Drones could also alter the way deliveries occur in dense urban areas.

The future transport network will cater for many different types of freight trips, with more 'last mile' deliveries as well as a growing traditional container and bulk freight task. We will need a smart freight network that offers greater physical separation of freight trips and land uses and supports Intelligent Transport Systems, Cooperative-ITS technology and Connected and Automated Vehicles.

#### **Future directions to investigate**

Freight will be technology-enabled, offering dynamic, tailored services with high volume freight pathways, new service models, and more last-mile deliveries.

- Create 'smart' networks that support integrated 'freight as a service' offerings with a unified access and pricing framework, that reflects the quality of service
- Integrate transport and land use to separate freight and passenger traffic on major freight corridors and efficiently plan collection points in centres and at network interchanges (e.g. around Moorebank and Inland Rail)
- Maximise the long term capacity and performance of the state's three ports expand intermodal rail capacity in Western Sydney, and improve east-west connections to support the regional export task.



**The Cooperative Intelligent Transport Initiative in the Illawarra**

The Cooperative Intelligent Transport Initiative (CITI) is a testing facility for heavy vehicles based in the Illawarra region. It is the largest test facility in the Southern Hemisphere. Around 60 trucks and 11 buses are fitted with CITS so far, with three intersections equipped to provide red traffic signal information. More than 1 billion records have been collected for analysis.

A roadside transmission station broadcasts speed limit information to heavy vehicles about the 40km/h truck and bus zone down the Mount Ousley descent on the 5.9GHz radio spectrum. Drivers in participating vehicles see the following messages:

- Intersection collision warning
- Heavy braking ahead warning
- Traffic signal phase information
- Speed limit information



Figure 22 Cooperative Intelligent Transport Initiative (CITI) – radio spectrum

**Better transport to support access, inclusion and participation**

**Customers who experience mobility constraints need affordable, accessible and personalised services**

**We will improve transport access and inclusion**

Many of our customers have difficulty getting to where they need to go because of their age, physical disability, low income, cultural or language barriers or limited local service options. These factors can constrain people's mobility and limit their ability to





fully participate in work, education, social activities or contribute to their communities. A fully accessible transport system will mean that seamless mobility is available to everyone in NSW, which in turn will contribute to broader social and economic goals.

The Transport Access Program is progressively making the network more physically accessible, with \$1 billion invested since 2011 and 450 projects completed or underway. These projects, and the delivery of new physically accessible transport assets, will mean that the network will be fully accessible within 10 years, with some minor exceptions.

Improving the responsiveness of transport services to the needs of customers with mobility constraints is also a significant priority. Technology-enabled service models, the sharing economy and new funding programs provide an opportunity to rethink how we deliver services to people who need transport assistance.

In the future, technology will play a greater role in improving transport accessibility through:

- Direct communication between customers and service providers using mobile and web based apps – assisting customers to book, pay for, plan, give feedback and access real time information
- More modern vehicles providing better physical access and CAVs allowing more personalised, on-demand services
- Collection of data, allowing providers to capture detailed information on customer preferences and better tailor individual services.

In some regional areas, older people now make up a third of the population and also represent a significantly growing visitor market. One in four drivers are already aged over 65 and will need to transition away from driving over coming years, which will increase demand for accessible transport to meet their individual mobility needs.

Greater numbers of older customers will increase demand for leisure travel and travel for shopping, health, social and recreational activities, mainly between peak hours. Integrated planning for safe, accessible travel by walking, accessible buses, flexible services and assisted transport services will be essential to support older people and help them to remain healthy, active and independent.

Children and young people are another group of customers who need better access to safe, accessible and affordable transport. School bus travel is subsidised but many children are unable to participate in excursions and sporting, social and cultural activities that can supplement their education and promote their health, especially in Regional NSW.

Our plans to expand the network of separated walking and cycling pathways will enable more children and young people to get to schools, social gatherings and local facilities using healthy active transport options.

New technologies will also be used to better understand changing travel needs across all customer groups, target concessions and subsidies more effectively, and develop new services to provide Government support where it is most needed.

### Future directions to investigate

Our customers will have access to simpler, better services regardless of their level of mobility or where they live.

- Ensure all infrastructure and vehicles are physically accessible by applying Universal Design principles and standards to all infrastructure and service investments
- Improve service provision for people with little or no access to transport through the development of flexible, on-demand and personalised service models
- Review concession policies to ensure support is provided where it is most needed
- Improve direct, customer-based assistance, information and wayfinding products
- Provide alternative booking, planning and payment methods for people without access to digital platforms, such as smartphones and the internet



Figure 23 Designing fully accessible infrastructure

## A transport vision built on respect for the first Australians

### Supporting strong and connected Aboriginal communities

#### Honouring Aboriginal connection to the land

In looking four decades ahead, Future Transport 2056 acknowledges the more than 40,000 years of continuous Aboriginal connection to the land that has brought NSW to where it is today.



As the world's oldest living culture, the traditional Aboriginal and Torres Strait Islander owners and custodians of Australia's continent and adjacent islands share a unique bond to Country. This has been forged through thousands of years of travelling across lands and waterways for the purposes of ceremony, religion, trading and seasonal migration.

The draft Future Transport strategy and its Plans acknowledge that many transport networks developed in NSW since European settlement have been guided by Aboriginal peoples' patterns of movement. Australia's oldest city-to-city highway, Parramatta Road, connects sections of track in long use by Aboriginal peoples of the Greater Sydney basin, in particular the Eora nation.

Future Transport honours this history as the foundation for NSW's way ahead. With transport networks continuing to use and connect the traditional lands of Aboriginal peoples across the state, the NSW Government will continue to improve the transport network in a way that respects the traditional owners of the land including the protection of cultural heritage items.

#### **Supporting reconciliation and strengthening Aboriginal communities**

Future Transport supports OCHRE (Opportunity, Choice, Healing, Responsibility and Empowerment), the NSW Government's plan to improve outcomes for Aboriginal peoples. Future Transport also acknowledges the special role to be played by the transport sector in strengthening Aboriginal communities.

Under Future Transport, respecting and embracing the culture and values of our first nations at every stage of investment will realise the power of transport projects to make great places, as part of the broader move towards reconciliation.

Future Transport recognises Aboriginal peoples' need for strong connections to social, professional, sporting, medical, education and employment activities. Using innovative technology and service delivery models, transport will aim to reduce isolation.

Initiatives such as the NSW Aboriginal Participation in Construction policy will bring more Aboriginal people into the business of transport, and share in the economic and other benefits of the state's growth.

#### **Future directions to investigate**

NSW will use transport improvements to deliver better outcomes for Aboriginal communities.

- Use transport planning and social procurement to help achieve "Closing the Gap" targets by better connecting Aboriginal communities to employment, education and health services
- Continue implementing the Aboriginal Road Safety Plan, which includes training for child car seat installation, driver licensing access programs, provision of more transport options and targeted road safety improvements
- Improve opportunities for people in Aboriginal communities to access sporting, cultural and social events as well as meet family and community obligations



## A world-class travel experience for visitors

Improvements that make it easier for visitors to travel also benefit the whole community

### A visitor-friendly network connecting our most beautiful places

NSW is Australia's top performing state for tourism. The sector is worth \$38 billion a year and employs 260,000 people, or one in every 14 jobs, in the state. Tourism is especially important to Regional NSW, which accommodated 45 per cent of overnight stays in NSW in 2016, generating \$14.5 billion in visitor expenditure.<sup>5</sup>

Camping and caravan tourism, which relies on a safe and efficient road network, is also popular, with more than 2.2 million domestic caravan and camping visitors spending an estimated \$1.8 billion in 2015.

Transport is essential in connecting visitors to our cities and regions, and customers from overseas and interstate expect services that are accessible, comfortable, easy to use and well connected to destinations. Visitors also value easily understood wayfinding signage and access to mobile apps that help them plan and pay for seamless journeys.

Connecting transport modes seamlessly enriches the tourism experience. In the future, tourists will increasingly expect connections between airports, cruise ship terminals, mass transit services, on-demand services and car and bike rentals.

Intrastate aviation will also be important in connecting Greater Sydney with our regions. The intrastate air routes that connect the North Coast holiday destinations of Ballina, Coffs Harbour and Port Macquarie are currently the busiest on the NSW air network.

Improvements to infrastructure and services that support our citizens will also have a flow-on effect for tourism, particularly where investment focuses on technology-enabled customer information, network connectivity and service integration.

Creating attractive and vibrant places that are well connected to the transport network will also boost tourism. A recent example is the plan to upgrade Circular Quay, where a decision was made to leverage Government investment to unlock private capital. This will allow a whole-of-precinct renewal that includes retail, dining and entertainment attractions as well as a modern transport interchange.

### Future directions to investigate

NSW will enable visitors to move around the network seamlessly and enjoy transport connections to attractions and tourist precincts.

- Improve public transport connections to arrival and departure points such as airports and cruise terminals

<sup>5</sup> Economic Contribution of Tourism to NSW 2015/16, Destination NSW



- Facilitate the development of new smartphone apps that provide a single point of information and allow tourists to purchase products that bundle travel with cultural activities and tourist attractions
- Provide clear wayfinding to assist visitors and infrequent transport users to navigate the network easily and seamlessly
- Promote accessible tourism opportunities, including rural rail journeys, and provide accessible roadside facilities



24 Camping and caravanning tourism



Figure 25 The 'Elvis Express' to Parkes

For more information about how we are improving transport for visitors see **Supporting the Visitor Economy**

## 7. Future Mobility

Technology is transforming the customer experience. Even in 2012, we did not anticipate how smartphones would so dramatically change the way customers plan and purchase transport, and engage with service providers. Emerging transport technologies will continue to evolve and to change customer behaviour in ways that are difficult to predict today. With technology becoming a key factor in transport planning, we will need to be more nimble, and to plan for a wider range of options than ever before.

This chapter considers opportunities and challenges posed by a number of technology developments and how these could change customer mobility, and the capabilities of transport providers:

- Technology enabled mobility
- World-class mass transit
- More service possibilities with Connected and Autonomous Vehicles (CAVs)
- New personalised devices for short trips
- Using drones to support the future transport task
- Technology that enables the use of alternative fuels



**Technology enabled mobility**

Technology brings new service possibilities and government has a role as an 'enabler'

**Raising customer standards through technology**

Picture a future where you can get from door to door seamlessly without pausing to buy a ticket, check timetables, book your trip or park your car.

Mobility is increasingly technology-led, where data sharing and smartphone apps are enabling more flexible models to develop by matching customer demand with services. Mobile technology is also improving the customer interface, by providing a single platform for trip planning, payment and service information.

The rise of ridesharing in NSW is an example of how service models have been disrupted by technology through advances in GPS navigation devices, smartphones and networks that can coordinate drivers, customers and payment systems.

As the speed of innovation has increased, so has the unpredictability of technology adoption. Our customers appear to be early adopters of new service models, with one-third of Sydneysiders reportedly using ridesharing in the two years following its introduction. However, predictions about the likely use of driverless vehicles vary wildly. By 2036, estimates of take up of driverless vehicles range from 30 per cent to 100 per cent of total vehicles. (See graph below)

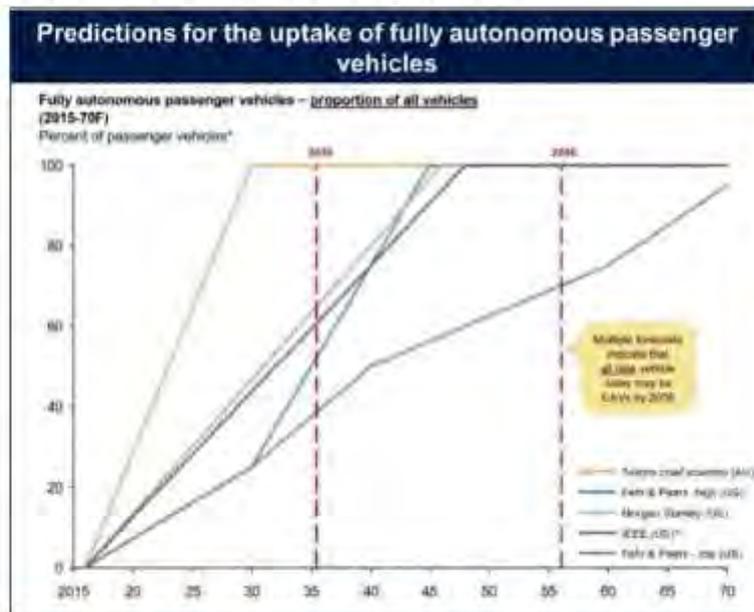


Figure 26 Predictions of the uptake of Connected and Automated Vehicles (CAVs)



This uncertainty has implications for planning. What type of trips will be done by car in the future? How much road capacity and supporting facilities will they require?

While customers – and markets – ultimately determine whether a technology is widely used, governments play a key role in enabling the use of new technology, through regulation, service provision, and collaboration with the community, private sector and universities, and in regulating appropriately for safety and public interest

For example, the NSW Government has passed legislation to enable the Minister for Roads, Maritime and Freight to approve trials of automated vehicles, so we can properly assess their ability to meet our policy objectives of improving safety, boosting service frequencies and reducing congestion. The legislation allows Government to partner with industry, researchers and universities to make NSW a premium testing ground for automated vehicles.

***Transport Legislation Amendment (Automated Vehicle Trials and Innovation) Act 2017***

- Automated vehicles cannot be used on NSW roads as vehicle standards and driver laws require a steering wheel and a driver
- Under the Act, the Minister can approve applications to conduct trials of automated vehicles by order which specifies the trial area and roads used, the time period of the trial and any other necessary conditions.
- The Act also sets out insurance and vehicle supervision requirements and contains penalties for improper vehicle use or interference.

This chapter considers the following emerging technology developments, and how these could impact customer mobility and future services:

- Automated Mass Transit
- Connected and Autonomous Vehicles (CAVs)
- Assisted Mobility Devices
- Aerial mobility
- Alternative fuels

For more information see the [Future Transport Technology Roadmap](#)

### World-class mass transit for our customers

**Automation makes the emergence of more responsive, capable, 'smart' systems possible**

#### Automated metro systems around the world will double by 2020

Technology is already helping us improve the network for customers in Regional NSW and Greater Sydney. Customers can now use apps to receive information in real time and plan their trips. They can also use electronic ticketing via the Opal card, which provides a seamless journey across transport modes in areas covered by Opal.



Our network will require employees to physically manage and attend systems for some time and deliver customer services. However, with greater automation, safety benefits will be achieved by reducing the risk of human error and using computerised failure detection and response systems. Automated systems also offer more predictable running times and energy optimisation.

The Sydney Metro will be Australia's first fully-automated rail network, reflecting global trends. China will soon deliver two new automated systems and several European cities are planning to convert existing metro lines.

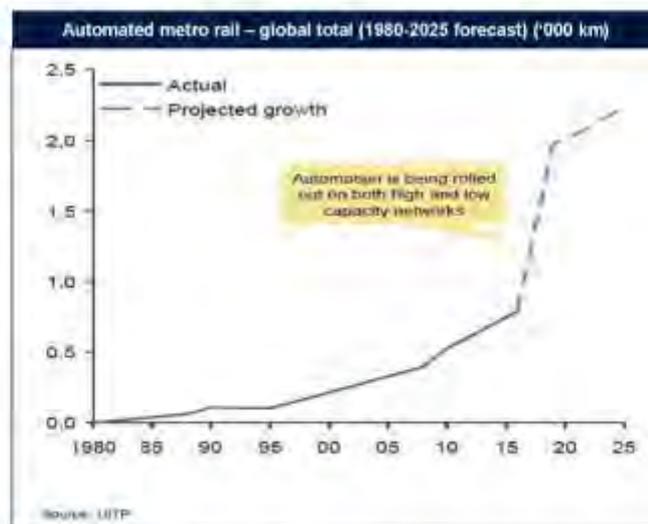


Figure 27 Increasing automated metro rail projects

As technology continues to improve and change, we need to be prepared. For example, the future of rail may be a high speed intercity rail system able to compete with commercial airlines. We need to be in a position to ensure the safety of this type of technology, and that it contributes to our overall vision for transport.

Advances in communications and control systems will create opportunities to further improve capacity on our existing network, an approach that will be more cost effective than building additional infrastructure.

To improve efficiency and reduce travel times on the road network, the NSW Government is investing in "smart motorways" and has committed \$470 million to the M4 Smart Motorway project. Smart motorways use complementary technologies to monitor traffic conditions, manage congestion and respond to incidents in real time.

Numerous trials and pilots of automated passenger vehicles are also underway in Australia and internationally. NSW is currently conducting a two year trial of a driverless shuttle bus at Sydney Olympic Park with delivery partners HMI Technologies, NRMA, Telstra and IAE.





The NSW Government will investigate the introduction of automated transit services across 210km of the network over the life of this strategy.

With the advent of new technology, the Government will need to consider associated risks, including the cost of transitioning to automated systems, cybersecurity and upskilling our workforce.

#### Future directions to investigate

NSW will continue to embrace automation to achieve safety and efficiency benefits and service improvements for customers.

- Enable new and upgraded physical and digital assets to support new technologies and adapt to future developments
- Identify road infrastructure and furniture required to support automated vehicles
- Implement intelligent traffic management methods to improve road network efficiency
- Deliver "smart motorways" on all NSW motorways
- Support the NSW Innovation Strategy to manage the workforce transition as automation increases

#### Blurred lines between a private vehicle and a mobility service

**Driverless vehicles are the next big game-changer in terms of safety, efficiency and unlocking new service offerings**

#### Could driverless vehicles help deliver our vision for Future Transport?

Automated safety systems are already available on many new vehicles today, with car manufacturers working to deliver fully automated vehicles within the next decade.

These vehicles have the potential to provide our customers with a broader range of more flexible travel options, and safer, smoother and faster journeys. If CAVs are predominantly used to run shared services, they could also help reduce congestion and get more people out of their cars by extending the catchment of traditional public transport systems.

A wholly automated vehicle fleet could dramatically improve safety on our network by removing the risk of human error which is estimated to cause 90% of vehicle crashes. Austroads has previously estimated that full deployment that connected vehicles with collision avoidance applications could prevent 25-35 per cent of fatal crashes.<sup>16</sup>

Long term reductions in road crashes and improved travel time savings, road productivity, and vehicle running costs promise tangible economic impacts too, with a

<sup>16</sup> Austroads (2011), *Evaluation of the potential safety benefits of collision avoidance technologies through vehicle to vehicle Dedicated Short Range Communications (DSRC) in Australia*



UK study<sup>7</sup> predicting that by 2030, CAVs alone could increase the UK's Gross Domestic Product by around 1 per cent. The benefits promised by CAVs are highly dependent on the cost and rate of take up, the degree to which they attract users away from public transport, and the ownership models that develop. Future Transport modelling shows that widespread CAV use for private trips could reduce metropolitan public transport use to around 18 per cent. This would have significant negative impacts across the network, with increased traffic volumes, an increase in vehicle kilometres travelled, and higher greenhouse gas emissions.

The NSW Government is working with our industry partners to undertake testing of technologies, so we can understand the risks and benefits and better engage with customers on what these vehicles will mean for the network.

Once tested, Government will work with industry to deploy automated technology where it can immediately improve services and service levels. First deployment would focus on regional and remote communities where better connections are needed.

#### Future directions to investigate

NSW will be proactive and prepare for the emergence of CAVs, and work with the Federal Government and other jurisdictions to develop national standards and road rules.

- Identify small scale infrastructure enhancements needed to support CAV operations, including CAV drop off facilities at rail stations, road signage and high contrast road markings
- Work with other jurisdictions to identify and implement the digital infrastructure needed to support CAVs
- Conduct CAV trials across NSW
- Engage and educate the public on CAVs

#### **NSW Smart Shuttle Trial – Sydney Olympic Park**

- The NSW Government is partnering with HMI Technologies, Telstra, NRMA, Sydney Olympic Park Authority and General Insurer IAG on the two year trial.
- The aim of the trial is to understand what supporting technology and infrastructure is needed to operate an automated shuttle in this environment, how it interacts with other precinct users (pedestrians, cyclists etc.) and how it integrates with the broader transport network. It will also assess passengers' response to this type of vehicle and the services it can enable, like on-demand transport in off-peak times.
- Stage 1 (Q3 2017) – testing in an enclosed off-road environment at Newington Armory, adjacent to Sydney Olympic Park.
- Stage 2 (Q4 2017) – operation at a closed section of Sydney Olympic Park.
- Stage 3 (Q1 2018) – live operation at Sydney Olympic Park.

<sup>7</sup> Connected and Autonomous Vehicles, The UK Economic Opportunity, KPMG, March 2015



Figure 28 Smart Shuttle Trial – Sydney Olympic Park

### New personalised devices for short trips

#### Transforming personal mobility and boosting active transport in centres

##### By 2056, two-thirds of us will live within 2 km of a centre

Assisted mobility devices have the potential to move people out of single occupant cars for first mile and last mile trips, freeing up capacity on the roads for people who need to travel further.

These devices are appealing because they are faster and require less physical effort than walking or cycling and people can use them for longer trips, over more difficult terrain, even with a lower fitness level. The cost of the devices also makes them appealing with upfront and operating costs significantly lower than private vehicles. Costs are even further reduced when sharing schemes are available.

E-bikes are one of the most popular types of assisted mobility devices. Australian and international trials and research shows the take up of e-bikes is growing significantly. A trial conducted in Western Australia showed a decrease from 61 per cent to 32 per cent of participants commuting by car either as a driver or passenger<sup>8</sup>. E-bike sharing

<sup>8</sup> RAC e-bike trial, Top line results, December 2015



at interchanges also has the potential to grow public transport use by better connecting people to the mass transit network.

Other devices such as mobility scooters can enable people with mobility constraints to access public transport from their homes without the need for a private vehicle. The ageing population is contributing to the increasing uptake of these devices.

To realise the potential benefit of assisted mobility devices, we need to create an environment where they can be used safely and can help deliver a more efficient network.

One of the issues that will be important to resolve is regulation. At present, some devices are only allowed on private property and not on road or road related areas. E-bikes that are considered power-assisted pedal cycles are allowed on public roads and relevant road related areas. Motorised scooters and wheelchairs are not allowed to travel faster than 10km/h and are considered to be pedestrians under the Road Rules.

As technology advances these devices may become faster, heavier and have a degree of automation that may increase risks to passengers and other road users – all of which will need to be managed with an appropriate policy and regulatory framework.

Sharing schemes will also need to be monitored to ensure loaned devices, such as e-bikes, are kept securely in appropriate spaces around interchanges and that charging and repair facilities are available.



Figure 29 e-bikes for shorter trips and connecting people to public transport

#### Future directions to investigate

NSW will enable assisted mobility devices to be used safely on the network to assist with short journeys within centres.

- Deliver complete cycling networks, pedestrian space and interchanges that safely support a wider range of devices
- Enable shared use service models in key centres (e.g. E-bike hire)

- Develop and adopt safety standards for new devices entering the market and review existing regulatory frameworks

### Using drones to support future transport

#### Rapid point-to-point services that could transform emergency services and deliveries

##### Automated aerial mobility could be in use by 2056

Australia's safety laws for drones currently depend on whether the operator is flying commercially or recreationally, with recreational and very small commercial operations generally exempt as long as they pose no risk or hazard to the public, property or another aircraft.

If the use of drones expands to include routine freight delivery and point to point transport for people, standardised regulations and access arrangements will need to be implemented to ensure safe operations. Investments in infrastructure to support drone use would also be needed.

Amazon has already proposed how airspace could be segregated to ensure safe and efficient drone use. In this model, the area between 200 and 400 feet is reserved as a "drone highway" where drones operate autonomously and are equipped with "sense and avoid" technologies that allow them to dodge other vehicles and potential hazards like birds and tall buildings.

If properly introduced, drones could be used for last mile freight delivery as well as the surveillance and rapid deployment of emergency personnel or equipment.

Uber Elevate intends to undertake trials of passenger drones in Dallas and Dubai by 2020. The EHang 184 passenger drone will also be tested in Nevada and is being considered for use in Dubai this year. Dubai has signalled it may introduce a passenger drone by 2017.

There are a number of issues that would need to be resolved if drones or other aerial mobility devices were to be used more widely, including safety, noise impacts and landing infrastructure. Improvements in battery technology and vehicle efficiency and reliability would also need to be addressed.

##### Future directions to investigate

- Policies around the management of airspace and air safety will be reviewed and established to enable a potential future of aerial mobility.
- Work with the Federal Government and other jurisdictions on a national regulatory response around air space, safety and aircraft standards
- Investigate the role drones may play in first and last mile freight delivery and emergency response transport



- Investigate future land use options for aircraft take-off and landing infrastructure

**PROPOSED AIRSPACE CORRIDORS FOR DRONE SERVICES**



Figure 30 Inspired by Amazon’s proposal for segregated airspace below 500ft for the operation of drones (*Forbes Magazine, July 2015*)

**Transport that is powered by alternative fuels**

Early signs point to the beginning of a transition away from internal combustion engines

**Alternative fuels will benefit the environment, improve energy security and lower costs**

A number of governments abroad have announced their intention to phase out internal combustion engines (ICE). For instance, from 2025 all new passenger cars and vans sold in Norway will be zero-emission vehicles.

Manufacturers and corporations are following suit with Volvo’s commitment for all vehicles to be electric or plug-in hybrid from 2019.

Alternative fuels have several benefits, including:

- Lower costs for users – running costs are one third to one quarter of traditional vehicles (although up-front costs are currently higher)
- Reduced air pollution and lower greenhouse gas emissions compared to internal combustion engines
- Health benefits from air quality improvements
- Reduced noise in vehicle operations (particularly buses), which will improve liveability





- Improved energy security through reduced reliance on non-renewable imported fuels.

Electric vehicles are a wide class that includes hybrid, plug-in hybrid, all-electric, hydrogen fuel cell, and solar powered vehicles.

Two barriers to greater take up of EVs have been cost and the improvements to battery technology required to enable mobile electricity storage.

EVs can currently cost around \$15,000 more than a comparable car with an internal combustion engine. However, with improving battery functionality and falling battery prices, some manufacturers are now pricing hybrids at the same level as petrol vehicles to encourage take-up and create a market. Stockholm Environment Institute researchers expect cost parity with ICE vehicles will be reached when batteries cost \$150 US per kWh. This could be achieved by 2025.

The need for supporting infrastructure and facilities may also present a barrier, particularly in regional and remote areas. Encouraging take up will rely on access to publicly accessible charging stations to ensure energy availability and address "range anxiety."

**Future directions to investigate**

NSW supports an industry-led response to the development of EVs and alternative fuels.

- Investigate the opportunities and challenges of EV use in NSW
- Develop a strategic approach to EVs to maximise benefits for passenger and freight mobility, productivity and liveable communities

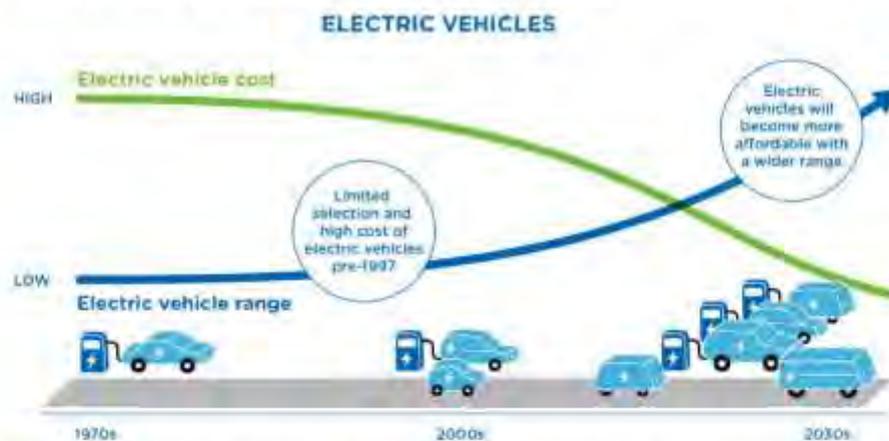


Figure 31 Affordability of Electric Vehicles (EVs). Interpreted from data sources Toyota; caranddriver.com; Mitsubishi; BMW; Cars Guide; motoring.com.au





## 8. Future of Services

The transport service 'ecosystem' is undergoing significant change. Services are increasingly being delivered by a market of providers, including community groups, businesses, automobile and technology companies, and recreational or tourism planners – boosting choice, service quality and customer convenience.

This chapter addresses six ways the future of transport services will change for the better:

- A focus on service outcomes for customers
- Technology is catalysing new services
- Providing customers with integrated information, pricing and trip planning
- Customer-led services
- The role of government in enabling new services
- A service hierarchy for the future



**A focus on service outcomes for customers**

**New service models and competition are giving customers more choice and making transport increasingly outcomes-focused, with important implications for the role of government**

**New services should improve the customer experience and help us achieve our vision**

The delivery of transport services is undergoing significant change. In cities and regions across the world, technology is enabling the emergence of new transport providers, generating greater choice and personalisation for customers. These changes also pose a challenge for government as to how to enable innovative services, while ensuring they are effectively integrated into the network.

Technology is transforming the transport services market. Where market entry previously required significant capital investment, mobile apps are allowing smaller companies and individuals to enter the market with lower upfront costs. This is evidenced by the growth in venture capital investment in non-public mobility companies in the chart below.

The emergence of rideshare companies has significantly changed the point to point market, with new online service providers emerging and being embraced by customers. The NSW Government has harnessed the potential of new point to point models through changes to legislation. However, this experience has taught us that the pace of change can be swift and unpredictable and government needs to be responsive and agile to get the best value from new services and models.

Today, we are at a 'tipping point' with more companies developing or operating innovative transport services. Unlocking the potential of new services for the benefit of customers requires us to set clear customer outcomes for transport services, engage closely with industry and ensure our infrastructure can support new services. It also requires us to be agile in our planning so we can quickly respond to new developments.

This chapter details the significant changes underway in the provision and use of transport services and our approach for harnessing the potential of these changes.



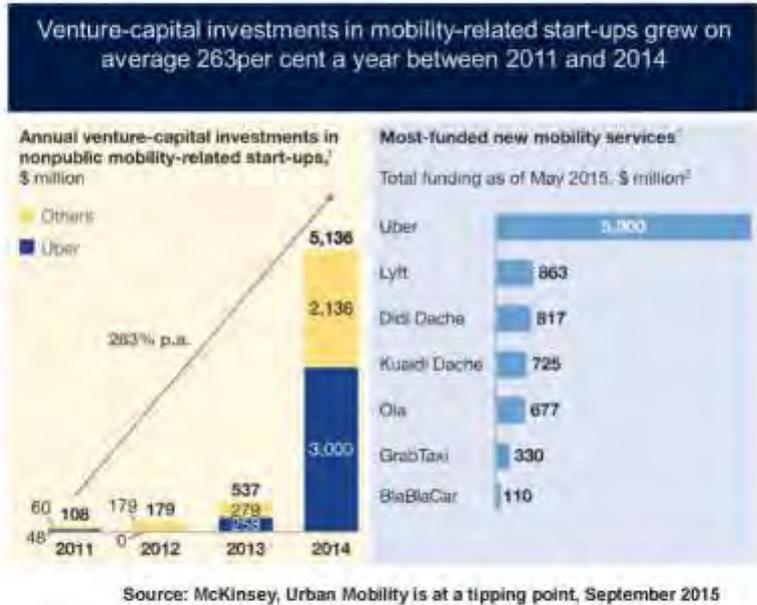


Figure 32 Investment in new service models

**Technology is catalysing new service models**

Technology unlocks service opportunities above the physical network, empowers new providers and breaks the nexus between asset ownership and service delivery

**A marketplace for innovation**

A dynamic, customer-oriented marketplace for transport services is emerging around traditional transport networks.

Rather than planning a journey using a train or bus timetable and purchasing individual tickets, customers today have access to a range of transport options at the touch of a button. This is placing greater importance on the availability of data and is driving the need for the integration of pricing and information so customers can benefit from new services.

Traditionally, transport services were strictly the operation of transport infrastructure and fleets. This meant that service providers were dependent on their control or ownership of the physical assets or network. Mobile technology better connecting providers directly to customers enables different ways for creating customer value. This can involve packaging transport with other services and customer products and enabling shared use of transport assets.





Unlocking customer value in the transport system

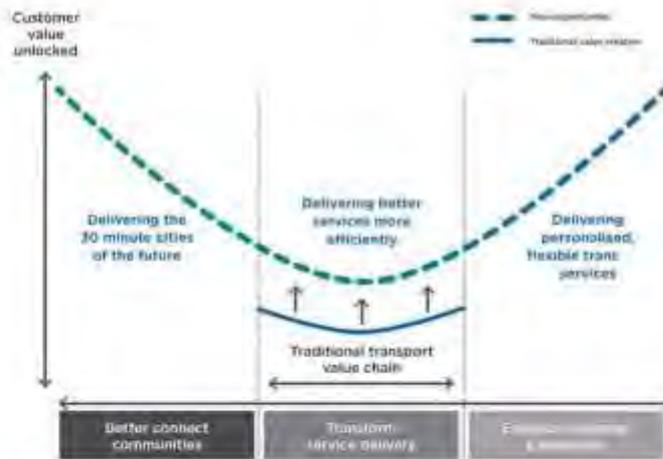


Figure 33 New ways of unlocking customer value

The emergence of new services enabled by technology has a number of significant implications for government. It places greater importance on the availability and sharing of data as markets operate most efficiently and deliver better customer outcomes when people have access to information

A new market of service providers is also driving the need for integration of payment systems and information. With so many transport services potentially on offer, government has a critical role as a 'network integrator.'

Enabling customers to have an integrated, end-to-end journey experience regardless of the services they use may require integrated, end-to-end journey pricing, so customers can use different services without needing to purchase different tickets. It potentially means enabling retailers to package public transport trips innovatively, offer different payment and subscription opportunities, and negotiate commercial deals with transport service providers (see MaaS section overleaf).



Figure 34 Smartphone technology supporting transport

As outlined in the Future Transport Technology Roadmap, a new market for service providers also requires clear information to be made available to customers in real-time so that the transport system is simple to understand, easy to use and can deliver personalised services relevant to individual needs and preferences. For transport customers, this means being able to compare travel times and prices across different transport modes in real-time to make the best choice about how to reach their destination.

**Future directions to investigate**

NSW will work with service providers and technology companies on the sharing and innovative use of data, to better match services with customer needs.

- Expand open data and data exchange initiatives to improve customisation of services and journey planning across providers
- Support data platforms for Mobility as a Service (Maas) models
- Resolve issues relating to privacy, data protection and liability
- Lead innovation nationally, with a Data Science Incubator and Open Data policies across public and private services to enable safe and effective use of technology



**Providing customers with integrated information, pricing and trip planning**

**Customers will access a market of mobility services in a simple, easy-to-understand way**

Mobility as a Service (MaaS) is a service model that enables customers to plan and pay for their journeys using a range of services via a single customer interface. It is an important tool for enabling customers to access integrated, easy-to-understand journeys in a broad market of transport services.

As new transport service providers emerge, customers will have more choice in how they travel. A customer travelling from south-west Sydney to Parramatta, for example, could potentially use a sequence of different transport modes and services to reach their destination. The challenge, however, is enabling customers to use these services in a way that delivers an integrated and efficient end-to-end journey. MaaS provides a model for this.

MaaS relies on sharing real time information across different service providers to help customers optimise their journeys. It enables customers to plan and purchase their end-to-end journey from a retailer (most likely via an app) from a range of travel options, such as travelling by public transport, rideshare or bike hire. In real time, the app then guides the customer through their journey.

Data drawn from customers on a MaaS platform helps providers offer more personalised services and to link customers to non-travel related products such as park 'n' ride, restaurant delivery, event ticketing and retail.

MaaS platforms have the potential to reduce the need for car ownership by simplifying the complexity of multi-modal trip choices for customers and diverting them to the most efficient mode of transport available.

MaaS platforms are already being used in other countries. An example of a recent successful roll out of MaaS was in Turku, Finland. Under this MaaS system, passenger journeys increased by 20 per cent and 98 per cent of surveyed customers said the attractiveness of public transport had improved. The system also engaged new customers, with 9 per cent of customers on regional lines reporting they had previously not considered themselves to be public transport users.<sup>9</sup>

A trial of MaaS in Sweden also indicated positive results for public transport use, with patronage increasing from 35 per cent before the trial to 45 per cent during the trial.<sup>10</sup>

<sup>9</sup> Intelligent Transport magazine (formerly Eurotransport)  
<sup>10</sup> UbiGo, trial participant - Chalmers University of Technology in Sweden



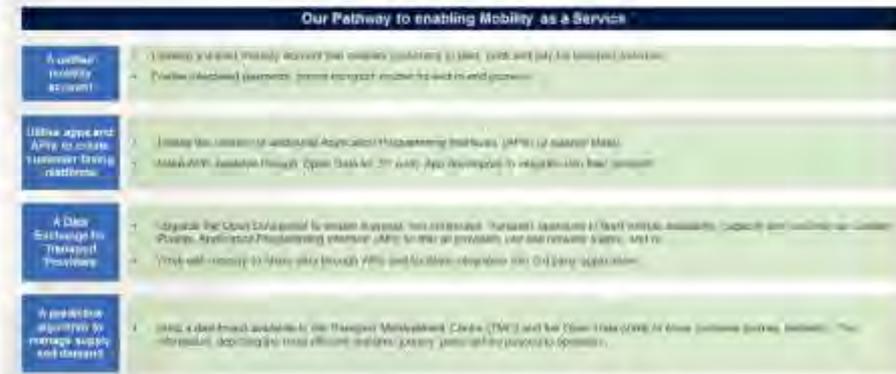


Figure 35 NSW's potential pathway to Mobility as a Service (MaaS)

**Customer-led services**

Customers will have even greater input into transport services, including where they go, how much they cost and even how they are packaged with other services

**Customers influencing service provision**

The emergence of new services presents an opportunity for customers to have even greater input into their transport experience. Personalisation of many transport services means customers will have more choice of where services go, their price and even how they are packaged with other services, such as events and shopping.

As technology unlocks new service possibilities, transport will increasingly resemble a retail industry, where individual service providers can tailor offerings to individual customer needs. This presents an opportunity for customers to have unprecedented input into how transport services are delivered.

One way in which customers will have greater influence on transport services is in relation to where they go. The emergence of on-demand bus services and other forms of shared transport will allow customers to directly influence where their local services travel on a day-to-day basis. For example, if few customers happen to board a local, on-demand bus service in the evening, a more direct route may be taken to ensure each customer arrives home sooner.

Pricing is another area in which customers will have more influence. The emergence of MaaS means providers will be able to sell a range of different transport packages. For example, based on customer input, service providers may offer 'premium' packages that enable customers to take a faster mode of transport at a higher price. Special 'last minute' discounts may also be offered based on capacity on selected modes of transport.





An example of an innovative development in packaging transport and other products together is the "virtual shopping wall." The first "virtual shopping wall" combining travel and shopping experiences was set up in Seoul in 2011, and allowed customers to view, purchase and arrange the delivery of groceries at the train station. China plans to roll out 1,000 virtual supermarkets across the country in the near future.

Other opportunities might include the ability to salary package public transport costs, taking account of public transport use in health insurance premiums or packaging public transport into rents in high density areas.

**Future directions to investigate**

Customers will have unprecedented input into service planning enabled by digital platforms that connect customer needs to service provision.

- Transform the customer experience and service interface, with integrated digital channels, contactless payment and seamless interchanges
- Develop and introduce customised service models including Mobility as a Service, shared services and on-demand models, with priority roll out in regional centres and for people who find it harder to access transport services



Figure 36 Customers directly influencing service providers



## The role of government in enabling new services

### Government sets the right environment to get the best from a growing market

#### Creating the right environment for quality service provision

The changing landscape for transport services means a different role for government. Typically, government has been the default provider of transport services. However, the emergence of new services is changing this role, with the private sector becoming increasingly involved in transport service delivery and operating in environments that are traditionally the domain of governments alone.

The future role of government will be to focus on setting network outcomes and ensuring policy and regulatory frameworks are in place to support new service operators. This will likely involve reducing regulatory burden and setting safety and service standards to ensure positive outcomes for our customers and the community.

In some instances, the role for government will be to get out of the way and allow the market to deliver services. This may be the case where demand for services is high or where the private sector is better equipped to meet customer needs. This aligns with the NSW Government's position on regulatory frameworks to ensure unnecessary restrictions on competition are removed unless the community benefits of the restriction outweigh the costs and the objectives of the regulation.

A recent example of government creating a more contestable market is its response to the emergence of rideshare companies. Many customers were quick to embrace ridesharing but regulation did not reflect the "shared economy" approach, meaning rideshare companies were unable to operate legally. Similar services like taxis and hire cars were able to operate legally but were heavily regulated in a way that hampered innovation and created unnecessary barriers to new market entrants.

The NSW Government has now removed 50 unnecessary regulations on the point to point industry and allowed rideshare companies to operate legally, while continuing to regulate on issues in the public interest such as safety and consumer protection.

#### Future directions to investigate

NSW will create a service ecosystem where government enables services and is no longer the default service provider.

- Conduct or facilitate pilots of new service models and work in partnership with industry and communities
- Review regulation governing road, rail and bus operations to provide new regulation that can pre-empt or respond quickly to market disruptions



### **Introducing an element of competition to smaller markets**

The NSW Government takes an integrated approach to services where the customer outcome drives delivery choice, regardless of organisational boundaries and constraints. Where government has traditionally had to directly provide public services to meet its obligations to the community, it is now able to play a more sophisticated role in developing a marketplace for services and purchasing high quality, innovative services - where these deliver better outcomes for customers.

In markets with lower contestability, such as some areas in Regional NSW and customer segments where disadvantage exists, we will need to look to more innovative procurement practices, where services that better respond to customer needs and deliver better value for money for government are purchased.

This procurement approach has the potential to empower customers by including outcomes-based provisions in contracts that can be tied to financial incentives.

A recent example of a new procurement approach is the awarding of a contract to a private entity to operate bus, ferry and new light rail services as well as manage interchanges in the Newcastle area.

The contract is outcomes-based and sets minimum service levels but provides a greater level of autonomy to the service provider to plan and reshape the network. The contract also contains provisions for incentive payments for patronage growth above the base contract rate.

This approach introduced a level of competition in the Newcastle transport service market that has not existed before as the government went out to competitive tender before appointing the service provider. The tender process looked at the companies' ability to deliver services in Newcastle and the value for money for government.

The new network is expected to increase the quantity and quality of services in Newcastle within a more efficient cost structure for government.

### **Future directions to investigate**

Government service delivery and procurement will focus on achieving the market and service outcomes – not prescribing fixed service levels.

- Go to open market tenders when procuring services, to introduce competition in markets with low contestability
- Include arrangements that reward innovation and patronage growth into service contracts
- Continue creating a workplace culture where Transport for NSW is equipped to achieve best value for money outcomes from private sector providers




Figure 37 Newcastle – artist's impression

### A service hierarchy for the future

**New providers entering the market will result in more personalised services, which will complement 'turn up and go' services on trunk corridors**

#### An easily understood and efficient network

The emergence of new service providers will result in customers having more choice than ever. However, it is important that the transport system also remains easy-to-understand. In high demand areas including Sydney, the Global Gateway City of Newcastle and the Satellite Cities of Gosford and Wollongong, frequent, high capacity trunk services will be provided to move the majority of people. These will be complemented by more flexible or on-demand services on local corridors.

In Regional NSW, the focus will be on services that operate on more localised networks radiating from regional cities rather than Sydney. Services will include scheduled public transport services such as in town bus services, NSW TrainLink rail, and coach services connecting towns and cities. Communities will also be supported by flexible or on-demand services that better personalise journeys in service areas where traditional public transport is harder to provide and access.

The NSW Government has already launched a program to identify and pilot creative new ways to deliver flexible services in Regional NSW and in less dense metropolitan areas so people can reach their destinations quickly, safely and efficiently and at a time that suits them. Expressions of interest were sought from industry and tech companies in December 2016. All selected pilot programs are expected to be operational by the end of 2017.

The service hierarchy in NSW will evolve towards:

- **'Turn up and go' services on trunk corridors in metropolitan areas.** These will include city-city and centre-centre corridors in Greater Sydney and on major corridors within Greater Newcastle, the Central Coast and Wollongong. Trunk corridors will carry large numbers of customers on predictable and reliable services without timetables – customers will 'turn up and go'.
- **Frequent and reliable services in regional areas.** Services will operate on a 'hub and spoke' network and provide reliable, timetabled services on certain routes allowing same day returns between regional cities and centres. Modes may include rail, coach, bus or air services, determined by journey length and demand.
- **Flexible or on-demand services.** These services support both metropolitan trunk services and regional services. They will operate as on-demand services on local corridors in metropolitan areas, such as between a local train stations and residential areas, and in less densely populated areas where customers' travel patterns are more disperse. In Regional NSW, they will provide more personalised, end to end journeys by connecting transport hubs in cities and centres to smaller towns and villages, providing efficient transport in areas that currently have few or no services.

#### Future directions to investigate

Transport planning will focus on high capacity trunk corridors and major regional transport routes, supported by flexible or on-demand service offerings.

- Prioritise investment in services on trunk corridors including automated systems to support 'turn up and go' services in high demand areas
- Conduct pilots of flexible services in rural and regional areas and investigate government support to run these services
- Move towards dynamic scheduling for some transport services, so routes and timetables can be altered to better match demand
- Improve multimodal interchanges, particularly in Regional NSW, so customers can more easily connect to flexible services and experience seamless and reliable journeys



Figure 38 Regional services

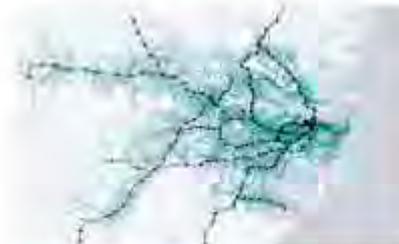


Figure 39 Trunk and flexible services



## 9. The Future Network

The infrastructure network – the physical corridors, road and rail infrastructure, and surrounding land uses – are the backbone upon which technology and services operate, and transport customers travel. The network has long lead times for development, and once built, is difficult and costly to alter.

Therefore, network development must be as flexible as possible, and embed future optionality, maximise capacity and re-use of assets, and support innovative service and technology provision and demand management to optimise network performance.

This chapter looks at network issues that we will need to address as part of Future Transport for the improvement, use and management of the future network over the next 40 years:

- Planning tomorrow's network
- Promoting sustainable development and healthy lifestyles
- Developing the digital network
- A safely operated network
- Optimising the network and better using existing infrastructure
- Growing the Greater Sydney and Regional NSW networks to deliver our vision of places



## Planning tomorrow's networks

**Building our way out of congestion is not the only solution – network optimisation through technology and more responsive service can help tackle congestion more flexibly in the short term**

### Planning a more dynamic network

The infrastructure network in NSW is made up of fixed assets and corridors that form the backbone for service provision, and are difficult to alter once built. The Cumberland scheme from 1951 still remains the backbone of today's motorway and arterial road network.

Large infrastructure projects have long lead timeframes, are disruptive to communities to build, and once built, are difficult or costly to alter. As a result, the infrastructure network has often lagged behind the rapidly changing needs of communities. Remnants of past transport solutions exist everywhere today, from many of our bus routes, which follow Sydney's old tram tracks, to old tram shelters which have been repurposed for buses.

Planning for the future network means preserving optionality for future uses and travel behaviours. It also means repurposing existing infrastructure and corridors to optimise their performance and innovatively maximise their carrying capacity, as congestion and passenger and freight traffic volumes grow.

While the course or footprint of a corridor is fixed, its capacity is not. Different modes of transport have different carrying capacities when using equivalent 'space' – public transport on roads uses one-twentieth of the road space of car travel.

Technological advances such as driverless trains and road vehicles allow vehicles to operate closer together, while technologies available today, such as Smart motorway systems and ICT, improve incident response and congestion outcomes on roads and optimise their ability to manage growing car volumes.

For these reasons, the services and technology systems that manage demand are far more responsive ways to meet growth and varying customer requirements. These more agile solutions should be our first response to congestion and performance variability.

Greater Sydney and some areas of Regional NSW are experiencing noticeably higher levels of road congestion over longer periods of the day and week, and growing travel times. Congestion negatively impacts productivity of the economy, and the vibrancy and liveability of places.

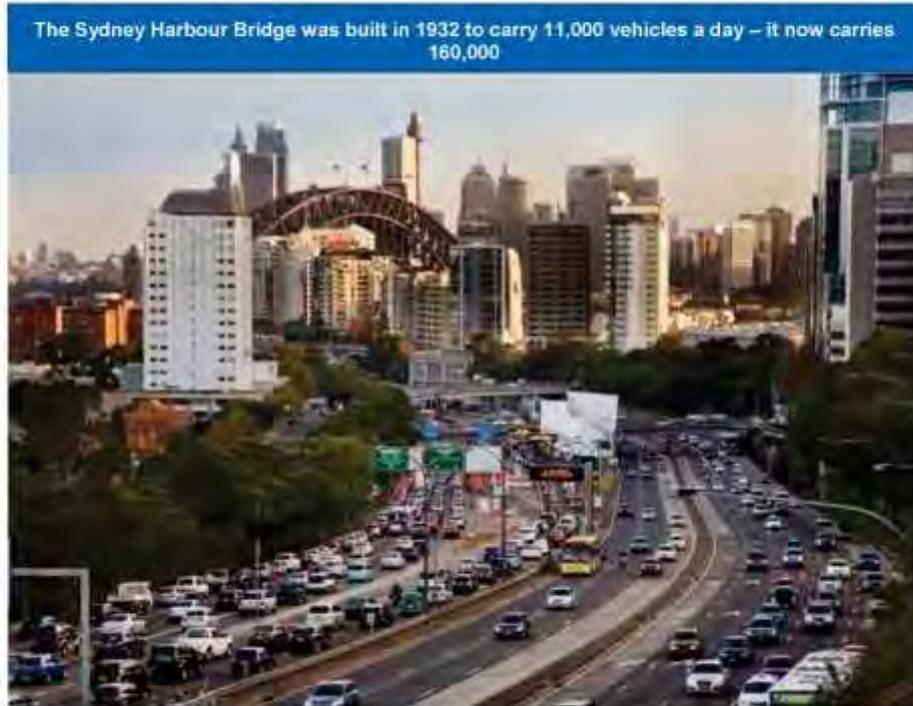


Figure 40 Sydney Harbour Bridge capacity

**Promoting sustainable development and healthy lifestyles**

The success of our cities and regional towns depends on our network supporting attractive and healthy places

**Improving the urban form through transport**

The Movement and Place Framework underpins Future Transport and aims to improve the liveability of places in Sydney and Regional NSW through an integrated land use and transport planning tool that sets customer focused outcomes and delivers wider benefits for the health and wellbeing of the community.

Some of the most challenging decisions we face in managing the network arise when trying to balance different uses of the road network. Historically, many of our most vibrant eating and shopping districts grew alongside our busiest road corridors that today suffer acute congestion during peak periods.

The Movement and Place model aims to balance the needs of:





- Vibrant commercial centres, where customers want easy access and pedestrian friendly environments
- Public transport customers who depend on corridors for efficient movement to their destinations
- Private car users who want to access the corridor and on-street or nearby parking areas
- Freight operators who need efficient corridors and kerbside access to meet delivery timeframes.
- Local communities who are interested in 'liveability' and places that are walkable and easily accessible



Figure 41 Movement and place

Transport projects that reduce unnecessary vehicle traffic, increase foot traffic, or support higher levels of housing supply are opportunities to improve the public domain and liveability of an area. Planned town bypasses, for instance, should be delivered alongside town renewal projects that enhance retail and recreational experiences and walkability, and support safe active transport.

Walking and cycling have significant benefits for customers and the wider city. As well as supporting active and healthy lifestyles that prevent chronic illnesses, walking and cycling are efficient and community-centred ways to travel that can extend public transport catchments, reduce congestion and lower carbon emissions and air pollutants.

Coordinated investment to connect green corridors and spaces across the city will support compact development across the city, promote a more resilient urban environment, and reduce obesity and inactivity. This 'green grid' will support walking and cycling around and between centres, extend public transport catchments and reduce car dependence.

**Future directions to investigate**

The NSW transport network will support healthy communities and encourage active transport like walking and cycling.





- Complete walking and cycling networks to and within centres and invest in safe, direct and continuous green corridor connections
- Incorporate multimodal network improvements and place based planning in the design of all major transport projects
- Plan centres with a greater focus on walking and cycling as well as public transport priority options.
- Encourage workforce planning to ensure employees have an option to work near home and the ability to commute using active transport



Figure 42 Artist's impression of George Street, Sydney



## Developing the digital network

**Digital infrastructure will overlay the physical network and reduce network complexity**

### Smart devices and intelligent vehicles will need a smarter network

Transport services in the future will require an extensive and increasingly sophisticated technology enabled network. This will be particularly important for high capacity corridors for mass transit, including motorways, where 'smart' technology will be built into the network.

Systems that manage network operations and prioritise traffic movements are being developed, improving overall network reliability. The Transport Management Centre is currently developing a system under the Intelligent Congestion Management Program that will use the most up to date and predictive data to monitor and manage performance in real time across all modes and networks. The NSW Government is investing \$470 million to upgrade the M4 to a 'smart' motorway. In the future, all motorways in NSW will be 'smart.'

Freight customers will also harness data and analytics to improve efficiency and competitiveness. Load sharing applications and platforms will combine freight loads from different network users to maximise capacity utilisation of each vehicle. Increasing automation technology at delivery centres and around intermodal terminals will help freight customers reduce dwell times in the supply chain. As technologies evolve, the freight industry will also be able to re-organise their businesses to provide customers quicker and more convenient deliveries matched to their individual needs.

Rapid technological innovation and big data has the potential to deliver much broader digital applications for customers. New developments in machine learning and artificial intelligence are likely to emerge in the near term and NSW will need to be ready to incubate new applications, trial new uses and become early adopters of technology, particularly where there are opportunities to enhance the customer experience or personalise service.

Embedding sensors and intelligent transport systems technologies across key assets such as bridges, cameras, car parks, streets, traffic lights and toll booths, will generate enormous volumes of new data on road conditions and traffic patterns. This information will be conveyed in real time to serve the customer and help personalise their journey.

### Future directions to investigate

NSW will ensure the digital network is fit for purpose and has the capacity to support future technologies.

- Embed flexibility and optionality into network design to support changes in technology systems





- Work with industry partners and tech companies to incubate and trial new technologies
- Identify new ways for intelligent systems to bring together services and assets on the network to deliver better connections and integration between services
- Support the development, prototyping and deployment of "smart networks" including a road network that connects to smart vehicles
- Apply the NSW Government's Digital Strategy.



Figure 43 NSW Transport Management Centre

### A safely operated network

**Our highest priority is getting our customers home safely**

#### Technology is critical for working towards a zero trauma network

NSW has set a target of zero trauma on the transport system by 2056, committing to significant reductions in absolute and per capita rates of trauma across road, rail, waterway and air transport infrastructure and service delivery.

The Safe Systems approach involves designing a transport system integrated with human behaviour to ensure users are not harmed. It involves all elements of the system (infrastructure, vehicles, speeds and user behaviour) working together and interacting with the system itself to ensure safety. It also requires the right mix of conditions in place to keep different users safe within the system – for example, pedestrian safety measures in shared use areas or car and truck safety treatments on movement corridors.

There are several guiding principles to the Safe Systems approach:

- All parts of the system must be strengthened, so if one part fails, transport users are still protected



- The transport system must be designed to account for human error
- The human body has limited ability to tolerate crash forces
- Transport planners, designers, and users must all contribute to safe networks – there must be shared responsibility for preventing crashes.

A safe transport system has important benefits to the overall performance of the transport system. In particular, it minimises disruptions caused by incidents, improves the wellbeing of the broader community and protects people who operate and maintain services.

In addition, safety by design ensures the network is resilient to adverse or significant weather events, and can safely support optimal speeds.

Technology has the potential to be highly impactful, through measures such as advanced safety systems, removal of trackside equipment, and equipment that uses 'self-healing' materials such as polymers and composites.

It will also play an increasing role in network security, in particular, data authentication within the safety system and best-practice frameworks to better predict and manage tension across the network.

Investments in Connected Intelligent Transport Systems will improve the safety and efficiency of transport services and infrastructure. This will be achieved through faster adoption of critical vehicle safety technologies such as autonomous emergency braking and lane assist.

It will be vital to implement safety technology and safe system principles in Regional NSW, which accounts for 40 per cent of the state's population, but experiences two-thirds of fatalities each year. A person is around four times more likely to lose their life on a country road than on a metropolitan road.

The regional network is also particularly vulnerable to impacts from climate change and severe weather events, which can reduce its productivity overall and lower safety outcomes. The draft Future Transport Strategy and the draft NSW Road Safety Plan 2021 place a particular focus on improving safety outcomes in Regional NSW.

#### Future directions to investigate

By 2056, technology and safety will be in-built to all networks, delivering zero trauma on all parts of the transport system:

- Deliver a 30 per cent reduction in road fatalities or serious injuries by 2021
- Incorporate safety measures at the design and construction stages of all new and repurposed transport assets and infrastructure
- Ensure road infrastructure supports fully automated vehicles on high volume and dedicated freight and mass transit corridors
- Incorporate safety technologies on shared road space and interchanges for pedestrians and cyclists, and on waterways
- Prioritise separation of road users to reduce risk, including median barrier separation on all key road corridors with high traffic volumes



- Incentivise the faster take up of five star vehicles, and ensure all new passenger vehicles are fitted with highly automated or fully automated systems
- Ensure all new roads are designed to 4 or 5 star standard, and that investment is prioritised to achieve majority of customer travel on 5 star roads.

**Fatalities**

**Serious Injuries**

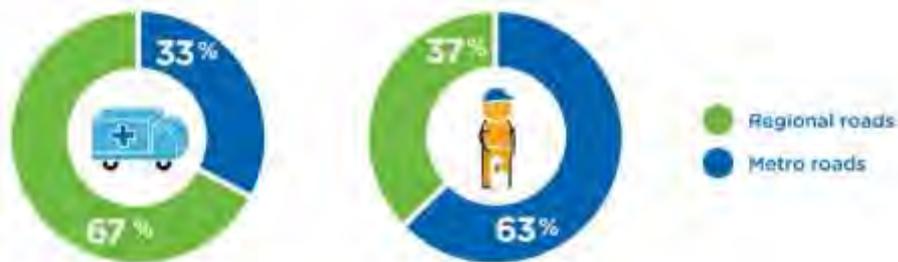


Figure 44 Road trauma on metropolitan and country roads

For more information see the [NSW Road Safety Strategy](#)

**Optimising the network and better using existing infrastructure**

**Congestion and under-use: two symptoms of the same problem**

Congestion and crowding occur when demand for travel on a part of the network nears or exceeds capacity, resulting in increased travel times, reduced reliability and a poorer customer experience.

While congestion is a major driver of new investment particularly in metropolitan areas, its concentration in relatively short peak periods conceals significant capacity and underuse in off-peak hours, or in the counter-peak direction.

Data from 2014 revealed that there were 78,001 empty train kilometres each weekday on Sydney Trains, and 34,799 kilometres on NSW Trainlink. Similarly, analysis of 2018 Opal card bus data found 55 per cent utilisation on the bus network on a particular morning during the AM peak, with significant 'empty running' on certain corridors, particularly in outer metropolitan areas.

A major focus when planning the network is mitigating the costs and impacts of congestion. While congestion is also an issue in some regional areas, network design needs to better address connectivity. Historically, network connections have been focused on access to capital cities, an approach which does not necessarily reflect the places people in the regions want to go to.

Planning for Regional NSW over the next 40 years will be delivered under a 'hub and spoke' network model. This model will connect regional towns and villages to their nearest regional centre, providing services and ease of access to other destinations.





Planning the freight network will also be critical to Regional NSW, where there are already a number of nationally significant transport corridors, in particular the Hume, Newell and Pacific Highways. Collaborative planning will also be done with the Federal Government on the new Inland Rail, which will establish intermodal hubs through inland NSW.

Access to the trade gateways of Port of Newcastle and Port Kembla from inland NSW will continue to be important for the next 40 years as will inland connectivity to the future international airport in Western Sydney.

**Future directions to investigate**

NSW will optimise the use of the current network in Sydney and Regional NSW, and invest in projects that improve connectivity and tackle congestion.

- Dynamic, real time management of the network to improve performance and reduce the impact of incidents, events and planned maintenance
- Design a 'hub and spoke' network that better serves regional communities
- Plan and manage transport networks for the best use and optimum movement of people and goods along and across transport corridors and within precincts, whilst creating better places and amenity for communities
- Progressively review roads and road space allocated on best use to achieve better customer outcomes and better places
- Encourage customers to use the transport system differently by shifting to walking, cycling or public transport and traveling outside the peaks to reduce congestion and channel demand where there is capacity
- Reserve corridors for future network development.



Figure 45 Weekday peaks





### A flexible, agile investment approach

Our staged investment approach is designed to be flexible, responding to change and uncertainty.

The draft timeframes are indicative, based on preliminary evidence, of when potentially these initiatives may be need to be implemented or committed. Capital constraints will mean that initiatives will need to be prioritised and all may not be able to be delivered within indicative timeframes.

Further investigation of all initiatives in the Draft Strategy and Plans will be undertaken within the next 10 years to ensure any major impacts in growth patterns or use are considered.

Initiatives have been divided into the following categories:

1. **Committed / funded initiatives (0-10yrs)** – initiatives that either have committed funding, are committed/contractually committed, are for immediate detailed planning, or are part of key maintenance, renewal or safety programs. Some initiatives subject to a final business case.
2. **Initiatives for investigation (0-10, 10-20yrs)** – intended to be investigated for potential commitment or implementation within the next 20 years. Those listed in 0-10 year horizon will be prioritised for more detailed investigation to determine if they are required in the next decade.
3. **Visionary initiatives (20+ years)** – longer term initiatives that may be investigated within the next 10 years, but are unlikely to require implementation within 20 years.

### Growing the Greater Sydney Network

#### Staged investments will expand the Greater Sydney network to serve three cities and improve 30 minute access to centres

Future Transport investment priorities will be guided by a vision for our cities and regions, and how the networks supporting these should evolve over time.

In Greater Sydney, the three cities vision will require a sustained and staged investment program to protect corridors and then develop a connected mass transit network across the city. Current investments are focused on city-shaping and radial connections to centres in the Eastern Harbour City. These support improved public transport, congestion management and urban renewal outcomes, unlocking capacity on existing road and rail corridors and supporting renewal and walkability by drawing traffic away from centres. Long term, mass transit network extension will support densification in the south-east and the Bays Precinct.

The development of the Central River City will require improved 30 minute access to Greater Parramatta. To support this, the focus will be on new mass transit connections, particularly from the north and south. A new light rail network for Greater Parramatta will also support local access and urban renewal.

The developing Western Parkland City will require investment in the mass transit network to shape a sustainable urban form and, in the longer term, support 30 minute access to centres. To support this, we will investigate a north-south train link through





the Western Sydney Airport-Badgerys Creek Aerotropolis, followed by east-west connections to the Central River City.

Integration with Gosford and Wollongong as future satellite cities will require improvements to existing connections and, in the longer term, consideration of higher speed rail.



Figure 46 Committed initiatives (0-10 years)



Figure 47 Initiatives for investigation (0-10 years)





Figure 48 Initiatives for investigation (10-20 years)



Figure 49 Visionary initiatives (20+ years)



**Mass transit/train network Greater Sydney – the backbone of the city's transport network**

The Greater Sydney's future mass transit network will form the backbone of the city's transport network, providing safe, efficient and reliable 'turn up and go' services. This will be supported by the intermediate transit network of buses, light rail and ferries, which will enable customers to reach their nearest mass transit interchange. Where appropriate, local intermediate services will interchange with on-demand services, providing convenience for customers and improving the network's efficiency.

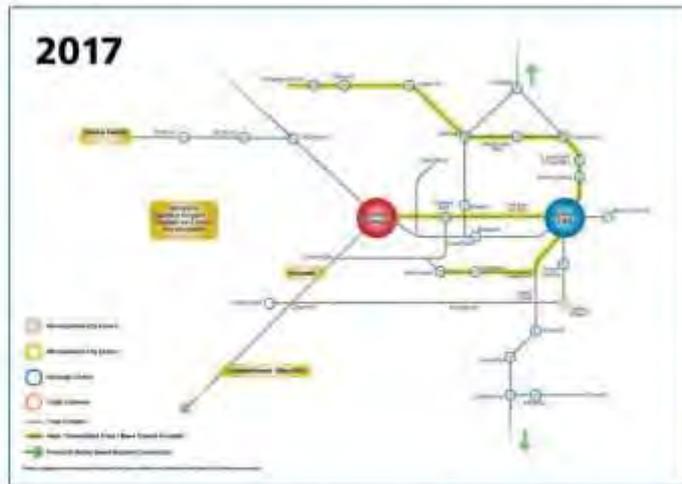


Figure 50 Greater Sydney Mass transit/train Network (committed and existing)

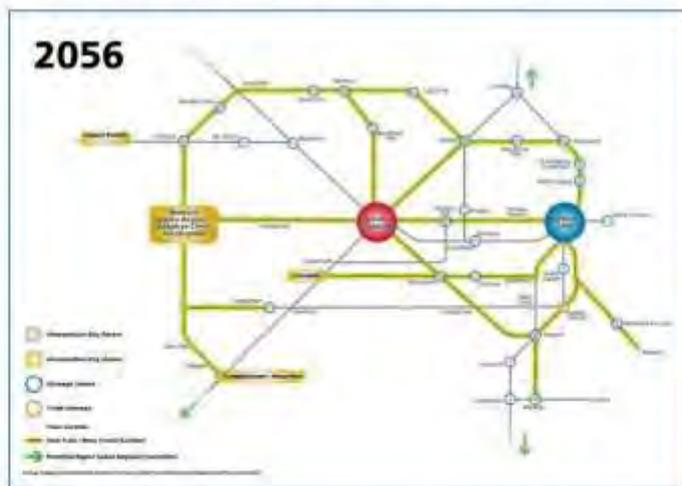


Figure 51 Greater Sydney Mass transit/train Network (visionary)





**Roads in Greater Sydney – a mass transit network supporting trunk journeys**

The future strategic road network for Greater Sydney will support key movements by road, including public transport, private vehicles and freight. By supporting trunk road journeys, the strategic road network will reduce pressure on local roads, enabling these to facilitate local journeys and become attractive places. The strategic freight network will use major road corridors and increasingly rely on dedicated freight rail corridors for movements between ports and intermodal terminals in the Central and Western Cities.

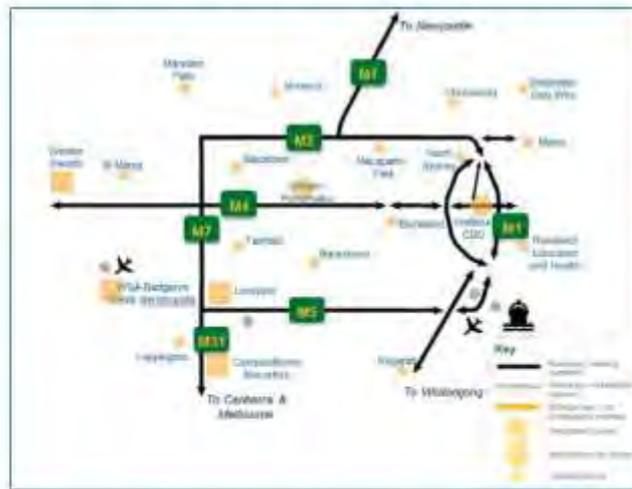


Figure 52 Greater Sydney Road Network 2017 (existing and committed)



Figure 53 Greater Sydney Road Network 2056 (visionary)





**The intermediate network in Greater Sydney – connecting people to mass transit services**

The future intermediate transit network for Greater Sydney will support high capacity, 'turn up and go' journeys. Many services on the intermediate network will be on-demand, flexible and focused on connecting people to the mass transit network.

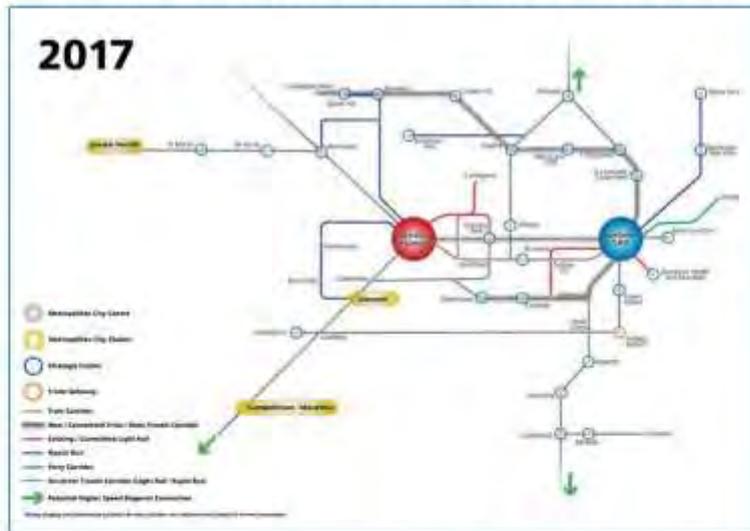


Figure 54 Greater Sydney Intermediate Transit Network 2017 (existing and committed)

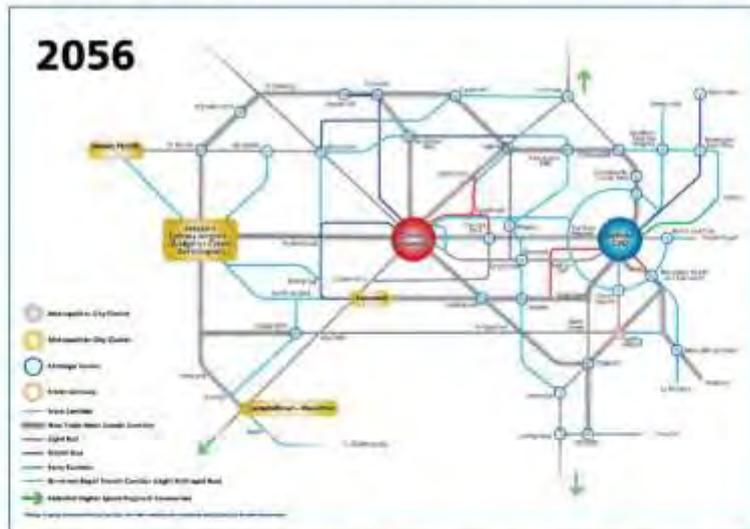


Figure 55 Greater Sydney Intermediate Transit Network 2056 (visionary)





**Growing Greater Sydney's Bicycle network**

More than 11 million weekday car trips in Greater Sydney are less than 10km. Two in five bus trips are less than 5km. These short trips contribute to congestion on already constrained parts of the transport network.

Encouraging cycling could help relieve congestion and could more than double the number of people who can reach our three cities within 30 minutes.

Cycling also has a health payback by preventing chronic disease through increasing physical activity and improved wellbeing. It creates better places, lowers carbon emissions and improves access to public transport services.

Lack of access to safe cycling paths is currently a barrier for the 70 per cent of customers who tell us they would like to ride more for short trips and would do so if they felt safer and more confident.

In the future, cycling connections will form part of the Principal Bicycle Network, allowing customers to travel between centres across Greater Sydney. The network will also form part of Greater Sydney's Green Grid - connecting open spaces with centres and residential areas.



Figure 56 Growing Sydney's bicycle network (committed and existing)

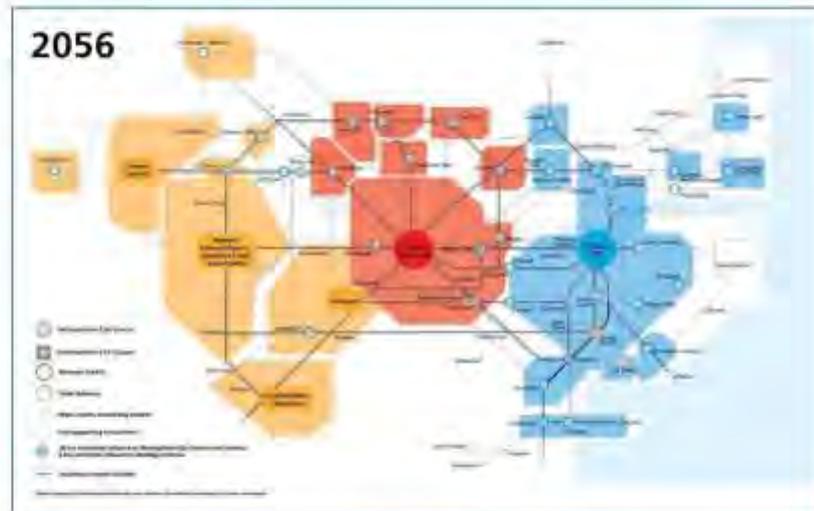


Figure 57 Growing Sydney's bicycle network (visionary)

## Growing the network in Regional NSW

### Staged investments that develop economic centres and corridors in Regional NSW

Regional NSW has 19 Regional Cities and 27 Regional Centres. The 19 Regional Cities include two Global Gateway Cities (Greater Newcastle and Canberra), which serve extended catchments around Canberra-Queanbeyan and the Hunter, New England, North-West, Central West, Orana and mid-North Coast areas. Regional Cities also include two Satellite Cities (Gosford and Wollongong, which will become Satellite Cities in Greater Sydney as the outer metropolitan area continues to grow.

Investment priorities in regional NSW are guided by a vision for the growth and vibrancy of the regional cities and centres, with a focus on road upgrades and bypasses to improve liveability and road safety, and expand the regional public transport network.

Regional precincts will be first candidates for technology roll out, with a focus on CAV readiness in the first decade. Major road corridors will be upgraded in stages, with emphasis transitioning from high volume north-south corridors towards improving critical east-west movements. In the medium term, a corridor will be secured for the development of high speed travel on the eastern seaboard.

Road and rail network improvement and development to serve Global Gateways in Newcastle and Port Kembla will be linked to anticipated freight growth and the need for an overflow port once Port Botany reaches capacity. On a range of scenarios, Future Transport expects this will occur between the early 2030s and mid-2040s, depending on rates of trade growth and the productivity of the Port Botany interface and supply chains.



Figure 60 Committed initiatives



Figure 61 Initiatives for investigation (0-10 years)





Figure 62 Initiatives for investigation (10-20 years)



Figure 63 Visionary initiatives (20 years+)





**The Regional NSW network – a 'hub and spoke' network radiating from Cities and Centres**

The future regional transport network will be planned around a 'hub and spoke' model within a strategic framework of servicing principles allowing for local adaptation and interpretation. Servicing principles include connectivity, flexibility and efficiency, access and equity, legibility and timeliness, provision of accurate information and safety. The network will support local towns and Regional Cities and Centres and help make them better places to live, visit and do business.



Figure 64 Regional NSW network



## 10. Delivering Sustainably

Achieving balanced outcomes for financial viability, environmental protection and socially responsible transport is a constant challenge. NSW cannot sustain improvements to the transport system without improving levels of cost recovery. Energy security, affordability, and climate change are also clear and present risks. Government must achieve more sustainable and equitable transport funding, and set future directions to support emissions reduction and mitigate significant weather events.

This chapter examines how we will deliver a transport system in a fiscally and environmentally sustainable manner, through:

- Moving towards sustainability
- Sustainable and equitable transport funding
- Striking the balance between user contributions and taxpayer subsidies
- A continued focus on spending efficiency
- Transport's role in working towards environmental sustainability
- Securing energy reliability and affordability
- Managing a resilient transport system



### Moving towards sustainability

Decisions we make today will build a future system that is sustainable and affordable for both customers and the community

#### Funding our network now and in the future

Greater financial sustainability in transport will help us deliver a modern network that is affordable for both customers and taxpayers. This is essential to deliver the transport services and ongoing improvements customers expect and that connect people to work, education and social opportunities and create great places to live and work. In addition, the network has to come at a cost that the community, operators and customers can accept.

Historically, public transport in NSW recovered more than 60 per cent of its operational costs. Today, rates of recovery are less than half of this – around 29 per cent of operating costs. Declining cost recovery is occurring as transport investments are increasing. For instance, Transport for NSW is continuing to grow its asset base with over \$50 billion worth of construction planned over the next ten years on our \$119 billion network. This will mean significantly higher whole of life costs for the transport network - capital, operating, maintenance and disposal.

To achieve a financially sustainable network we will need to factor critical whole-of-life considerations into all transport decisions including the balance of investment and cost recovery; access, affordability and equity; better land use outcomes and reduced impact on the environment.

#### Transport's role in environmental sustainability

The transport sector, particularly private cars, contributes significantly to greenhouse gas emissions and it is important that we work with industry to achieve reductions in emissions.

Transport has a significant role in contributing to a more environmentally sustainable community by providing travel that is more efficient, productive, quieter and cleaner compared to private car use – public and active transport.

The draft Future Transport strategy aims to increase the mode share of public transport services and reduce the use of single occupant vehicles. Apart from reducing emissions through more efficient shared vehicles, this will also have positive benefits for congestion.

We are also considering how active transport can play more of a role in our everyday journeys through providing better facilities and a more extensive network of bicycle paths and safer networks for cyclists and pedestrians where they share road space with vehicles.





**Public transport operating costs, revenue and recovery**



Figure 65 Public transport operating costs, revenue and recovery



Figure 66 Efficiency of public transport

**Sustainable and equitable transport funding**

There has for many years been a difference between who pays for investment in the network and those who directly benefit from using the network

**The cost to the community is growing**

Since 2012, the level of taxpayer funding to transport has increased on average by 4.5 per cent per annum and is anticipated to reach \$5.7 billion by 2026 (\$2 billion above today's level). This is despite efficiency initiatives that have reduced operating costs by more than \$1 billion since 2011.

In the future, a slower rate of NSW and Federal Government revenue growth is expected to occur, impacting the Government's resources for service provision. This





is in part a result of the ageing population, which reduces workforce participation, lowers taxation revenue growth and contributes to increasing pressures on other sectors, particularly health.

In addition, transport operational expenses are projected to be the third largest component of the growth in the NSW Government's expenditure for services. Continued increases in funding requirements for transport will compete with the need to resource other vital services such as education and health.

**Public transport operating funding from taxpayers 2006–2026**  
\$millions



Figure 67 Taxpayer funding of public transport

**Striking a fair balance on who pays**

Investment in transport infrastructure and services results in benefits for the community as a whole. Improved network efficiency delivers more economic productivity for land and business owners through better access to markets and a more efficient supply chain. Direct users are also key beneficiaries through improved service levels, shorter journey times and safer systems.

Taxpayers who do not directly benefit from transport investments still contribute to the costs of the network. This is because public transport services deliver wider economic, health and environmental benefits to the community. While such benefits do justify a level of taxpayer funding, the imbalance between those who directly benefit from transport investments and those who pay for them should be considered and addressed.





Alternative sources of funding and approaches to service delivery need to be explored as part of delivering a sustainable funding model.



Figure 68 Striking the right balance when sharing costs

### Striking the balance between user contribution and taxpayer subsidies

Sources of revenue for transport funding are limited and the funding available from those sources is constrained

#### Patronage is growing, but revenues are in long term decline

Public transport fares in NSW are regulated by the Independent Pricing and Regulatory Tribunal (IPART), which sets limits on the amount fares can increase within a given year. The Government does not always increase fares to the amount allowed by IPART.

Fare-box revenue decreased on average by 0.3 per cent per year from 2012 to 2016, even as patronage grew 8 per cent over that period, and as services and customer satisfaction improved. The average rail revenue per passenger has declined by an average 10 per cent each year since 2012, even as capital investment has grown 13 per cent per year and delivered 90 per cent customer satisfaction and a 3.3 per cent uplift in patronage.

Cost recovery for rail has been in long term decline from around 50 per cent in the early 2000s to less than 30 per cent today. This trend is forecast to continue with recovery rates expected to be 25 per cent for rail in 2026. Other jurisdictions have set specific targets for fare-box recovery. For example, Chicago's target fare-box recovery is 50 per cent, whilst Singapore and London's target is 100 per cent. London has set a long-term price path to reach this target over the period of a decade, increasing fares by CPI plus 1 per cent each year.

The future sustainability of funding from road-based revenues may be impacted by the introduction of CAVs and a move to car-sharing. Additionally, funding from federal sources for roads may also be at risk with Commonwealth fuel excise revenue declining from \$13.5 billion in 1997-98 to \$11 billion in 2014-15.





Sydney public transport fares are relatively low compared to other jurisdictions. Fare rates in London and Munich are more than double compared to Sydney. Brisbane, Milan and Chicago are up to 20 per cent higher, depending on the distance travelled.

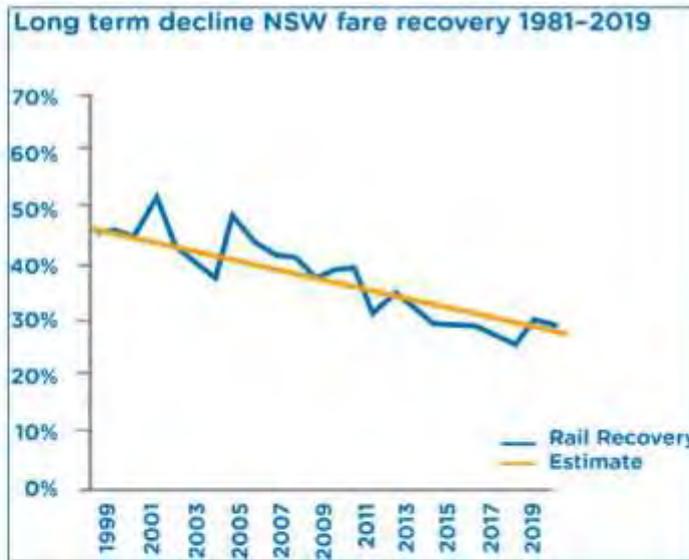


Figure 69 Long term decline in NSW fare recovery

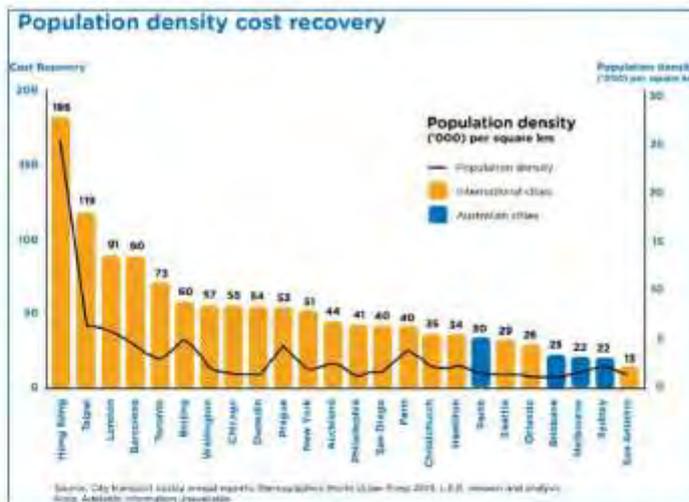


Figure 70 Population density cost recovery



### Sources of other revenue are constrained

Transport for NSW has been focused on working with public transport asset managers to grow revenue from third party sources such as advertising on assets, retail leasing and customised number plates. These activities provide a useful supplement that can offset operating costs by a couple of percentage points.

As the public transport network grows, new and expanded interchanges and stations will be needed to meet demand. There are opportunities to fund this work through developments of airspace on the transport estate, and by playing a more active role in transport-led development.

While a commercial approach will be taken to leveraging these opportunities to finance costs by finding third party sources of funding, this will not materially change the nature of the long term funding challenges the transport system faces.



Figure 71 Commercial opportunities in transport interchanges, artist's impression

### Future directions to investigate

NSW will establish funding arrangements for transport infrastructure and services that strike a balance between taxpayer contributions and the beneficiaries of these investments, to create a financially stable and equitable network.

- Monitor cost recovery levels and review measureable service quality and quantity improvements
- Identify balanced beneficiary models including value sharing and developer contributions aligned with improved land use planning
- Identify supplementary sources of revenue across the portfolio including commercial revenues through internal advertising and airspace use, particularly at new interchanges.



### A continued focus on spending efficiency

**We need greater efficiency to meet the increases in operational costs and our significant investment program**

#### Getting the most from every dollar we spend on services and infrastructure

Operational and maintenance costs are continuing to grow as our transport network grows, and becomes safer and more efficient. As an indication, operating costs have grown at 3.4 per cent on average over the last five years, against average growth CPI in the period June 2011 – June 2016 of 1.8 per cent.

Fuel is a significant portion of the cost of operating transport services.

We are continuing to drive efficiencies across the transport cluster when it comes to operating practices. However, as service levels increase and new assets such as Sydney Metro and the new Light Rail come into service, these costs are expected to continue increasing above CPI in the short to medium term.

In addition to operational costs, we are constantly improving the network for our customers, with public transport capital investment growing at 13 per cent each year on average since 2012. A total of \$32 billion has been invested in the network over the last five years, with more than \$50 billion planned for the next ten years.

The growth in capital investment has achieved significant improvements in service quality, with Customer Satisfaction above 90 per cent (for rail) and a 3.3 per cent uplift in public transport service kilometres, with rail alone forecasting a jump of service kilometres of 18 per cent by 2018.

There are significant challenges ahead for maintaining and enhancing the transport system, including:

- Addressing the road maintenance backlog reported by the Audit Office as \$5.3 billion (June 2015)
- Upgrading existing transport infrastructure to enable new technologies that support a 'smart' network' and create a universally accessible system
- Meeting the increasing demand for services resulting from a growing and ageing population.

A growing burden on the NSW taxpayer means the transport system will need to be funded in an efficient, sustainable and equitable way, to ensure our investments provide value for money for the whole community now and for generations to come.

#### Future directions to investigate

NSW will need to recover more of what we spend and keep our spending efficient as we build, manage and operate the network.



- Introduce commercial approaches to asset ownership that involve a greater level of scrutiny of funding arrangements and tighter budgeting, performance and efficiency targets and cost constraints
- Improve capital investment and upgrading practices to reduce whole of life costs
- Continued transition to partnering and service commissioning models for delivery of services
- Inclusion of tangible targets and benchmarks in planning, construction, operation and maintenance contracts

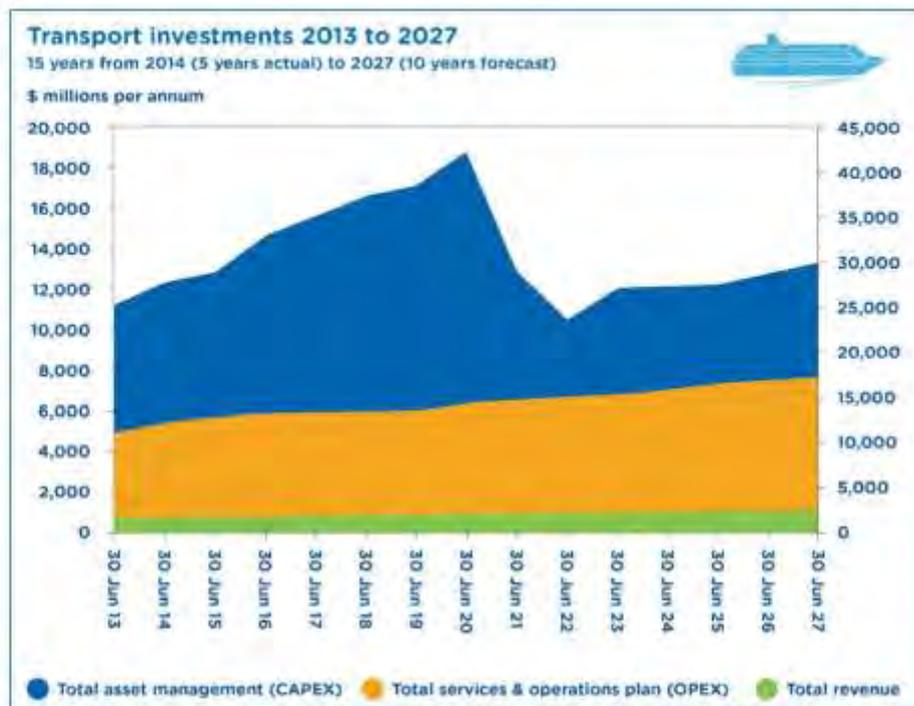


Figure 72 Commercial opportunities in transport interchanges, artist's impression



## Transport's role in working towards environmental sustainability

Decisions we make today will build a future system that supports the liveability and sustainability of our communities

### Public and active transport lower environmental impacts

Addressing the environmental sustainability of the transport system is essential to minimise direct and indirect impacts on the natural environment. Direct impacts include noise, waste and urban stormwater runoff. Indirect impacts include air pollution, reduced liveability of urban environments and the environmental impacts of materials used by the transport system.

To minimise the impact of the transport network, all investments across the transport cluster will improve the resilience of the network in a changing climate and support the NSW Government's aspirational target to achieve net-zero greenhouse emissions by 2050.

New technologies that deliver vehicle efficiencies are expected to reduce emissions over time. However, improving the accessibility and attractiveness of public transport has the greatest potential to reduce greenhouse gas emissions and road congestion.

There is an opportunity to consider innovative and creative ways to encourage greater use of active and public transport. This would reduce the amount of vehicle kilometres travelled (VKT) per person, which in turn would reduce the carbon intensity of each trip. Essential to this will be reducing private passenger vehicle trips, which produce ten times more GHG emissions than rail and light rail, and thirty times more GHG emissions than buses in NSW.

To encourage more people out of their cars we need to make public transport, walking and cycling more attractive options. This will include designing infrastructure that better caters to customers' needs, improving the amenity and comfort of public transport vehicles and providing fast and frequent connections to where people want to go. It will also include the provision of a safe system that allows pedestrians and cyclists to confidently travel the network.

Making public transport more accessible and attractive through improved services and infrastructure will encourage our customers to make the shift from their cars. As NSW continues to grow, the transition to mass transit will also be supported by the growth in medium- and high-density areas, which are associated with higher public transport and active transport use.



Figure 73 Energy efficiency of transport modes

### Securing energy reliability and affordability

**Uncertainty around energy supply and future energy costs are long term risks to the transport network**

#### A transport sector with reduced emissions

As we build more infrastructure and increase service levels to meet demand over the next 40 years, our energy requirements will continue to grow.

Over the same time period, the NSW Government is working towards achieving a target of net-zero emissions by 2050. To meet this target, while meeting increasing energy requirements, we will need to rethink how we power transport.

Today, transport energy consumption is dominated by non-renewable coal-fired electricity and petroleum fuels, which create GHG emissions.

The transport sector is a major contributor to GHG emissions in NSW, and these emissions are growing.

Effective policies and programs are needed to provide information, tools and incentives for businesses and consumers to switch to cleaner and more fuel-efficient



vehicles, reducing emissions and generating positive health impacts due to improved air quality.

**Future directions to investigate**

NSW will establish a cost-effective pathway to support net-zero emissions by 2050.

- Encourage a shift from private car use to public transport
- Promote low emission vehicles
- Transition to a cost-effective, low emission energy supply, using power purchase procurement to increase renewable energy mix
- Work with industry partners on new fuel efficient vehicle technologies and transition to a low emissions passenger vehicle fleet.

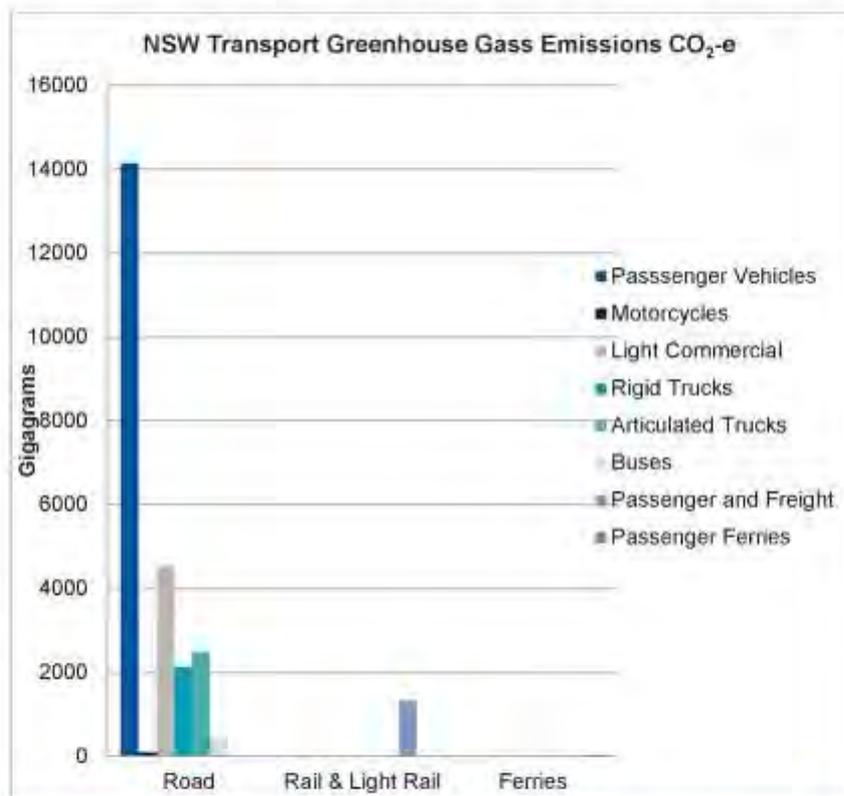


Figure 74 NSW Transport Greenhouse Gas Emissions (prepared using data from NSW Transport Facts 2015 prepared by The Centre for Transport, Energy and Environment and Pekol Traffic and Transport)





### Energy Intensity NSW Passenger Transport

MJ-FFC / passenger km

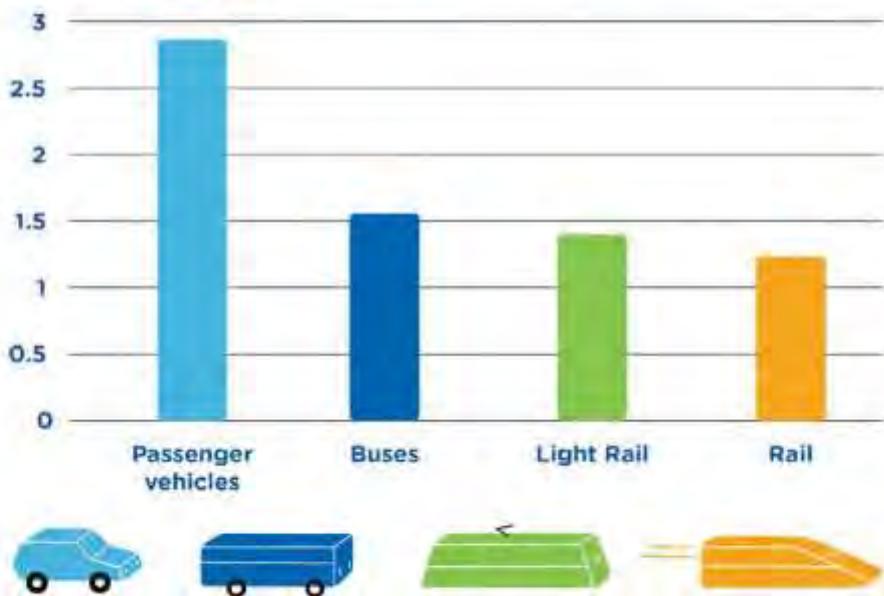


Figure 75 Energy intensity of passenger transport (prepared using data from NSW Transport Facts 2015 prepared by The Centre for Transport, Energy and Environment and Pekol Traffic and Transport)

### Managing a resilient transport system

**Transport assets have long economic lives and are vulnerable to the direct impacts of climate change**

#### Preparing for extreme weather events

In June 2016, weather events along the NSW coast caused widespread rainfall, damaging winds, and flash flooding, and many roads, bridges and wharfs were significantly damaged as a result. The Insurance Council of Australia estimated costs from this event to be in excess of \$304 million.

Severe weather could increasingly impact the environment and communities in every part of the state, including transport infrastructure and services essential in moving people and goods around NSW.





To maintain a reliable transport system and meet passenger and freight needs, weather related risks to transport assets and services and interdependencies of other types of transport, energy, water and telecommunications infrastructure need to be understood and managed.

The risks to current assets and operations, and the costs and benefits of required actions will need to be fully analysed, costed and built into short, medium and long term plans.

#### **Future directions to investigate**

NSW will ensure the transport network is more resilient in an unpredictable climate and significant weather events.

- Identify and quantify the probabilities of significant weather events and other impacts on transport, to determine a risk profile for existing and planned infrastructure assets
- Identify the interdependencies amongst transport, water, energy and telecommunications infrastructure during significant weather events, to inform future asset management and emergency response
- Develop a model to illustrate the effect of extreme weather events to inform planning and asset design.

## 11. An Agile Planning Approach

Business as usual approaches to planning will not achieve the quality of places and communities we want in 40 years' time.

This chapter sets out our approach to planning for the places, networks and services we will need in coming decades – and how we can ensure that our plans are integrated with our vision for places, to deliver long term social and economic outcomes:

- Long term planning with flexibility
- Planning for uncertainty and change
- Innovative problem solving and delivery
- A new blueprint for developing our workforce
- Applying customer insights
- Measuring our progress



## Long term planning with flexibility

Delivering our vision for the future will involve adapting our plans to changing circumstances

### An agile planning framework

The need for government to be increasingly agile and responsive is the hallmark of our approach to vision-led planning. This chapter sets out some of the ways we can become more flexible in responding in a rapidly changing environment and delivering our vision for future transport.

We are already looking at ways to embed flexibility and strategic readiness into our activities:

- **Optionality** – as projects are planned, business case processes can test possible disruptive scenarios, embed flexibility into the design of infrastructure projects, and anticipate triggers for when government decision-makers should make project commitments. These may even identify where a project case may 'pivot' if customer needs radically or unexpectedly change over time.
- **Short term goals for long term change** – the focus would be on changes of services, policy, demand management or technology – which all have shorter lead times – to meet dynamic customer needs and to improve levels of service and convenience over time without significant capital investment.
- **Consulting outside of Government** – we can embed continuous and close consultation with industry and the technology sector to maximise our visibility over future developments. We can benefit from industry innovation and experience and facilitate trials of new products and models without widespread changes to our regulatory arrangements.
- **Committing to continuous improvement** – the Future Transport strategy and plans will be 'living' online documents, which allow for adjustment and incorporation of changes as needed.
- **Planning for outcomes** – transport planning will move away from individual modes and focus on delivering flexible, integrated solutions for customers and the broader community. Planning will consider whole-of-journey outcomes, including interchanges, so customers can better plan for multimodal trips. It will also look at how transport supports planning for places, precincts and corridors.



Figure 76 A new approach to transport planning

For more information see **Section 1 – Introduction**

### Planning for uncertainty and change

**An integrated program of options with 'triggers' to identify when major investment is needed**

#### Using scenarios to test when new investment is needed

For any given challenge, there is a range of potential solutions. For example, when it comes to road congestion, we can build wider roads, encourage mode shift to public transport, deploy smart road infrastructure to manage congestion 'hot spots' or encourage road users to re-time discretionary travel.

Future Transport's planning framework will deliver major investments according to performance-based or need-based 'triggers', rather than rigid timeframes, and coordinate a range of solutions to meet the needs of infrastructure customers. This flips the emphasis from infrastructure provision and capital investment to more nimble responses, in the short term, that deliver more flexible solutions when there is uncertainty over how much infrastructure capacity is required.

Short term options	Long term options
Service changes, demand management, regulation and policy, and technology are quicker to deploy, and should be the 'first responders' to changing demand and customer preferences	Infrastructure construction and repurposing has longer lead times, is less flexible and is costly and should be considered as part of long-term investment prioritisation processes

#### Future Transport staged investments

Future Transport identifies investments and initiatives which represent 'no regret' decisions, to be delivered over the first 10 years of the plan. These include committed





and new initiatives under investigation that would maintain and improve the performance of the transport network, achieve community safety outcomes, and make sound early investments to support longer term project delivery.

Initiatives are also under investigation for the 10 to 20 year timeframe, with 'visionary' initiatives that work towards achieving the long-term vision for Greater Sydney and Regional NSW. Infrastructure proposals that involve a high level of uncertainty would be placed in a 'holding pen' to ensure continuous review.

Any investments for new infrastructure will be considered according to their ability to optimise wider network improvements, with project planning integrated under broader programs that ensure better network outcomes.

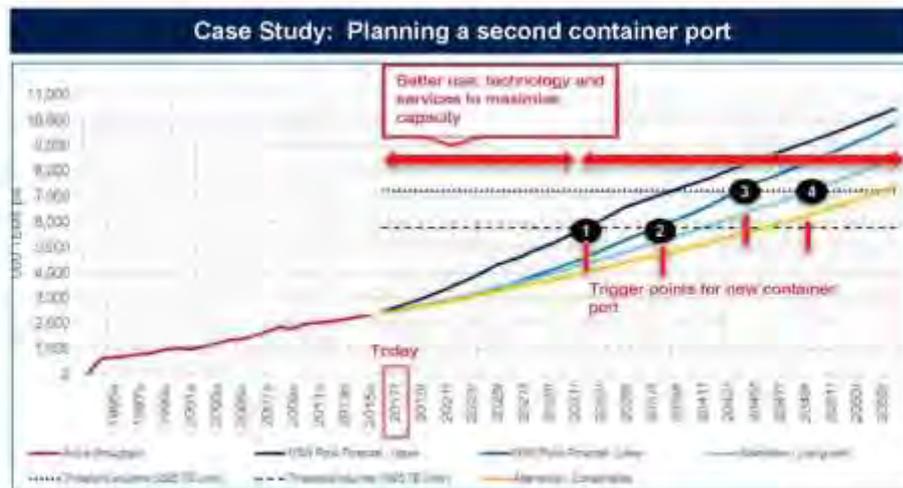


Figure 77 Trigger points for a new container port

**Case Study:** With the freight task forecast to double over the next 40 years, the productivity of the state's existing ports will be critical as will be planning for an overflow container port once Port Botany approaches capacity.

Under current lease arrangements, it is expected that Port Botany and Port Kembla could operate as a single port in two locations. Four scenarios were used to test different rates of trade growth and different levels of capacity at the port interface, identifying four 'triggers' for when an overflow container port would be needed. Under each scenario, it was found that Port Kembla needed to be operational by 2056.

For more information see the **Service and Infrastructure Plans for Regional NSW and Greater Sydney**





## Innovative problem solving and delivery

To be a leader in transport we need continuous innovation, new ways to solve problems and deliver value, and a culture that applies learnings from other industries

### Working with our customers to solve problems

The draft Future Transport Strategy and plans introduce new ways of problem solving that fit within our vision-led approach to planning, set out in 'How We Plan Transport,' released in 2016. One of the key differences in this new approach, compared to more traditional methods, is that we set a vision and objectives even before we start identifying problems. This gives us a clear picture about the outcomes we want for our customers and lets us identify obstacles to realising these outcomes.

A key feature of this approach is a high level of collaboration. From the first stages of planning we engage customers and industry, to test our understanding of the problem and harness the innovation that exists outside government to develop the best possible solutions.

Some of the ways Transport for NSW is already doing this include:

- Regulatory sand boxing, which allows pilots to be undertaken in a restricted setting, such as the pilot of a driverless shuttle bus in Sydney Olympic Park
- The call for market-led proposals for on-demand transport solutions
- The on-demand transport pilot in Tottenham
- The preschool travel trial in Condong and Tenterfield in partnership with the Department of Education
- The Open Data Hub, which to date has generated new customer apps and led to more than 1,000 registered applications, and 275 million hits
- Working with BlueChilli CityConnect on the Smart City Open Innovation Challenge
- Testing the benefits of crowdsourced solutions to key transport challenges using structured incubator and accelerator programs.

In developing solutions, we are also using a new approach based on intensively testing problems from a customer perspective – understanding what drives their preferences, and impacts their travel experiences.

This new way of thinking represents a new era in transport planning, where we emphasise the importance of learning by doing and experimentation. We will review our internal processes frequently and work towards continuously improving our skills and capabilities as we build new collaborative partnerships with the community and industry.



Figure 78 Problem solving and delivery

For more information see [How We Plan Transport](#)

### A new blueprint for developing our workforce

#### People are at the heart of Future Transport

With global trends such as automation, the sharing economy and personalised service delivery models already reshaping the transport landscape, we will need to think differently about the role of government in enabling transport service delivery. Our workforce will need the skills and capabilities – and embody a culture – that allows us to swiftly respond to emerging opportunities and stay ahead of customer expectations.

In the years following the establishment of Transport for NSW in late 2011, the organisation’s major focus was on rapidly establishing new and reformed cluster organisations, bringing previously disparate arms of transport together and using research to place the needs of customers at the centre of our attention and work.





The unprecedented focus on customer-centred delivery has led to a range of important service improvements, including integrated ticketing and customer journey information apps and has achieved levels of customer satisfaction not previously seen. It also saw the initiation of new transport projects to meet future customer needs such as Wynyard Walk, the Sydney Metro and Sydney Light Rail projects.

During this "install" phase, we have prioritised major programs to recruit and provide new and reformed cluster organisations essential in delivering improved customer service outcomes as well as driving efficiencies and improvements in the delivery of support services across the cluster. Examples include a common enterprise resource management system (Transport Equip), a unified Transport cluster scholar, cadet and graduate program, and a "Drivelt" leadership development strategy.

From 2016 the organisation prepared to transition to a significant "build" phase in its evolution, with a reformed operating model and organisation structure, to better position us to deliver a \$41.4+ billion transport infrastructure program whilst continuing to place our customers at the centre of everything we do.

The transition into this "build" phase was accompanied by recruitment of new leadership and a focus on improving the diversity of our workforce to reflect our customers. Between January 2016 and June 2017, there has been a 51 per cent increase in the number of female senior leaders employed across Transport for NSW, and a 7 per cent increase in the number of Aboriginal employees (excluding entry level talent). An Aboriginal VET Cadet program is also contributing to a more diverse pipeline of entry level talent.

We continue to listen closely to our employees through *People Matters* surveys, using the feedback to implement initiatives aimed at improving the experience they have at work over time. A positive work environment also helps our employees to deliver the best outcomes for the people of NSW every day.

#### Future directions to investigate

NSW will continue to support our transport workforce in delivering the transformation in services, infrastructure and regulatory frameworks needed to achieve our Future Transport vision.

- Deliver the new "People at the Heart" strategy in early 2018
- Develop an agile workplace culture that is both stable (resilient, reliable, efficient) and dynamic (fast, nimble, adaptive)
- Become more autonomous decision makers through clearly delegated authorities
- Encourage employees to foster healthy competition and innovation including in planning and regulatory practices
- Instil a strong "collaboration" culture to establish partnership structures across government and with industry and customers.



 <p><b>Culture &amp; Values</b> Constructive behaviours, failing forward, celebrating success</p> <p><b>How do we create a connected Transport culture that considers:</b></p> <ul style="list-style-type: none"> <li>• Our values</li> <li>• Inclusive mindsets</li> <li>• The whole person</li> <li>• How we embed flexibility</li> <li>• What/How we recognise and reward</li> <li>• Our ongoing commitments to diversity and inclusion</li> </ul> <p><b>TURNOVER, TENURE, INCLUSION, FLEXIBILITY</b></p>	 <p><b>Future Proofing Transport</b> Integrated, multidisciplinary, agile</p> <p><b>How do we future proof our workforce through:</b></p> <ul style="list-style-type: none"> <li>• Strategic workforce planning</li> <li>• Building capability</li> <li>• Building partnerships</li> <li>• An agile regulatory framework</li> <li>• Review of current operating models ie: PACS review</li> </ul> <p><b>WORK LOCATIONS, ACTIVITY BASED WORKING, CLUSTER, LATERAL MOVEMENTS</b></p>	 <p><b>Leadership &amp; Talent</b> Inclusive, visible and collaborative</p> <p><b>How do we prepare our leaders to:</b></p> <ul style="list-style-type: none"> <li>• Be adaptive</li> <li>• 'Lean in' - have real conversations</li> <li>• Focus on behaviour and mindsets</li> <li>• Coach through change</li> </ul> <p><b>How do we:</b></p> <ul style="list-style-type: none"> <li>• Identify talent and critical roles</li> <li>• Build and develop talent pipelines</li> </ul> <p><b>LEARNING AND TALENT</b></p>
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Figure 79 A successful workplace culture

## 12. Monitoring and Reviewing Our Progress

### Improving customer outcomes with clear goals and accountability

#### A focus on measurable customer outcomes

Our progress towards the six outcomes that underpin the draft Future Transport Strategy and its Services and Infrastructure Plans will be monitored by a set of regularly updated performance measures. These measures align the intent of the Strategy with the Customer Service Outcomes of the Plans for each outcome area.

Measuring the performance of our transport system is not straightforward or easy. The NSW transport system is a complex one which caters to road, public transport and freight customers. Existing indicators and data cannot adequately measure all intended outcomes, but with the advent of open data and GPS technology, we can dramatically improve the evidence we have to make informed decisions, and to report on metrics that paint a more meaningful picture of how well our transport system is delivering for customers.

We will continue to develop more sophisticated measures to better understand changing patterns of movement of people and goods, particularly in rural and regional areas where many data gaps exist. We are exploring opportunities to work with telecommunications data and other emerging data sources to access near time insights on the movement of people, including information on their origin and destination, purpose, travel patterns, times and demographics.

The draft Future Transport performance targets and measures (listed opposite) provide a framework to build upon the current Transport Outcomes Framework, which reports on how our activities are contributing to wider economic, social and environmental outcomes. It will feed into the establishment of new performance 'dashboards' being developed to report on the Future Transport Technology Roadmap.

These measures are intended to:

- Cover the entire state, including all regions and modes
- Focus on the customer
- Better understand the door-to-door journey experience
- Assist in making evidence based strategic or operational decisions to improve customer experience
- Assist in delivering our long term strategic objectives.

We will undertake supporting research to further refine and develop these initial measures and align them more closely with customer expectations of an effective and integrated transport system.



Customer Outcomes - Targets and Measures

Customer Outcomes	Targets and Measures
	<p><b>Target: Consistently high customer satisfaction</b></p> <ul style="list-style-type: none"> <li>We will report regularly on rates (%) of customer satisfaction</li> </ul>
	<p><b>Target: Integrated transport and land use planning applying Movement and Place principles</b></p> <ul style="list-style-type: none"> <li>We will establish a new index that reports on the % of strategic centres and transport corridors in NSW that are consistent with the principles of Movement and Place.</li> <li>We will establish a measure of how well transport is supporting health and wellbeing outcomes in our communities, incorporating time spent using active forms of transport.</li> </ul>
	<p><b>Target: Efficient connectivity for freight and passengers</b></p> <ul style="list-style-type: none"> <li>We will monitor % of population within Greater Sydney with 30 minute or less access by PT to their nearest strategic centre</li> <li>We will monitor % of towns and centres with day return PT services to nearest regional city</li> <li>We will measure travel times and speeds to monitor network efficiency</li> </ul>
	<p><b>Target: A reliable network with zero trauma</b></p> <ul style="list-style-type: none"> <li>We will report rates of fatality and serious injury across the road and transport network</li> <li>We will benchmark public transport competitiveness compared to private vehicle travel time on major metropolitan and regional corridors</li> <li>We will measure journey time reliability</li> </ul>
	<p><b>Target: Whole of journey accessibility</b></p> <ul style="list-style-type: none"> <li>We will develop new measures of active and public transport accessibility to education, jobs and services along with regional and metro service affordability and fare parity</li> <li>We will monitor infrastructure and service compliance with national disability standards</li> <li>We will report on rates of service use and satisfaction of customers with specific needs, including by age, people with disability, people from CALD backgrounds and Aboriginal people</li> </ul>
	<p><b>Target: Improved financial sustainability</b></p> <ul style="list-style-type: none"> <li>We will measure the cost per service kilometre and report on levels of cost recovery for public transport and cost effectiveness of road expenditure</li> </ul> <p><b>Target: Contribute to net zero emissions</b></p> <ul style="list-style-type: none"> <li>We will measure energy efficiency of the vehicle fleet</li> <li>We will measure mode shift to active and public transport from private passenger vehicles, rail from road freight and to electric vehicles</li> <li>We will monitor transport-related GHG emissions and energy intensity</li> </ul>

Figure 80 Measuring the success of Future Transport 2056

Stage 3 Argyle Street Streetscape Improvements

