

Attachments

Ordinary Council Meeting

Camden Council
Administration Centre
70 Central Avenue
Oran Park

9 April 2024



camden
council

ATTACHMENTS

ORD01	Pre-Public Exhibition - Draft 2024/25 Operational Plan and Budget, Including Draft Revenue Policy, Draft Capital Works Program, Draft Fees and Charges and Draft Long-Term Financial Plan	
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DRAFT

Delivery Program 2022/26
Operational Plan 2024/25





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ACKNOWLEDGMENT OF COUNTRY

Council acknowledges the Dharawal people as the traditional custodians of this land and pays our respect to their Elders both past and present.



MESSAGE FROM THE MAYOR

COUNCILLOR ASHLEIGH CAGNEY

I am pleased to present Council's Delivery Program for 2022-26.

This Delivery Program flows on from our Community Strategic Plan, where through our theme of "Connecting Camden", we have established a vision for what Camden will look and feel like in 2036. It's our commitment to our community to deliver the actions and activities listed as part of the five key directions and, ultimately, deliver on this vision.

Here at Camden Council, we – myself, my fellow Councillors and Council staff – are all dedicated to positioning Camden Council as a leader in the South-West Sydney region – and beyond. We know our local government area, and those that neighbour us, are headed for growth and change over the coming years and we want to continue to ensure Camden is well-connected, diverse and thriving. We want to be a place known for embracing these growth opportunities and valuing our history and heritage, all while protecting our natural environment and celebrating our shared responsibility for it.

This Delivery Program paves the way for Council to be prepared for this growth and development. Throughout the duration of our four-year Delivery Program, we will continue to report and update the community on the progress of these initiatives and more, through our six-monthly Delivery Program progress reports and annual reports.

I am proud to lead a Council that has continued to demonstrate long term planning, responsible financial management, and importantly, as can be seen from this Program, the ability to achieve great practical results.



MESSAGE FROM THE GENERAL MANAGER

ANDREW CARFIELD

I am pleased to present Council's Operational Plan for 2024-25, which details the actions Council will undertake to support the community's short and longer-term strategic aspirations.

Our organisational Delivery Program initiatives for 2022-26 are focused on continuing to enhance the Camden Local Government Area. The actions within Council's Operational Plan for 2024-25 and Delivery Program for 2022-26 have been informed by a number of strategies prepared in consultation with service partners, the community and key stakeholders.

Being the fastest growing Local Government Area in Australia, it's vital we deliver the necessary infrastructure to support that growth which will take our population from 137,000 to 241,000 by 2041. That's why we're carrying out a \$989 million Capital Works Program over the next four years (2024-2028).

Council is continuing the work on 11 exciting projects totalling \$132 million, secured through the NSW Government's Western Sydney Infrastructure Grants Program. Earlier in 2024, we released the preliminary concept design for the \$10 million animal shelter and community education hub and \$4 million community nursery at Smeaton Grange. Work has also begun on the Camden Civic Centre Renewal and Upgrade, which will give the important arts and cultural hub in the heart of Camden extra spaces for activities and improved functionality.

Set to open later this year is the exciting Oran Park Leisure Centre – a \$6.3 million project which will contain an indoor 50m competition pool, a separate water play area, four indoor basketball courts as well as a gymnasium, creche and café. The project is part of Council's unprecedented investment in local community infrastructure through a Community Support Package, more of which you can read about in this report.

I look forward to continuing to work with our Councillors, colleagues, service partners, stakeholders and the community to ensure that the actions we undertake support the community's long-term vision for the Camden area.



PART 1: INTRODUCTION

OUR DELIVERY PLAN

ABOUT THIS PLAN

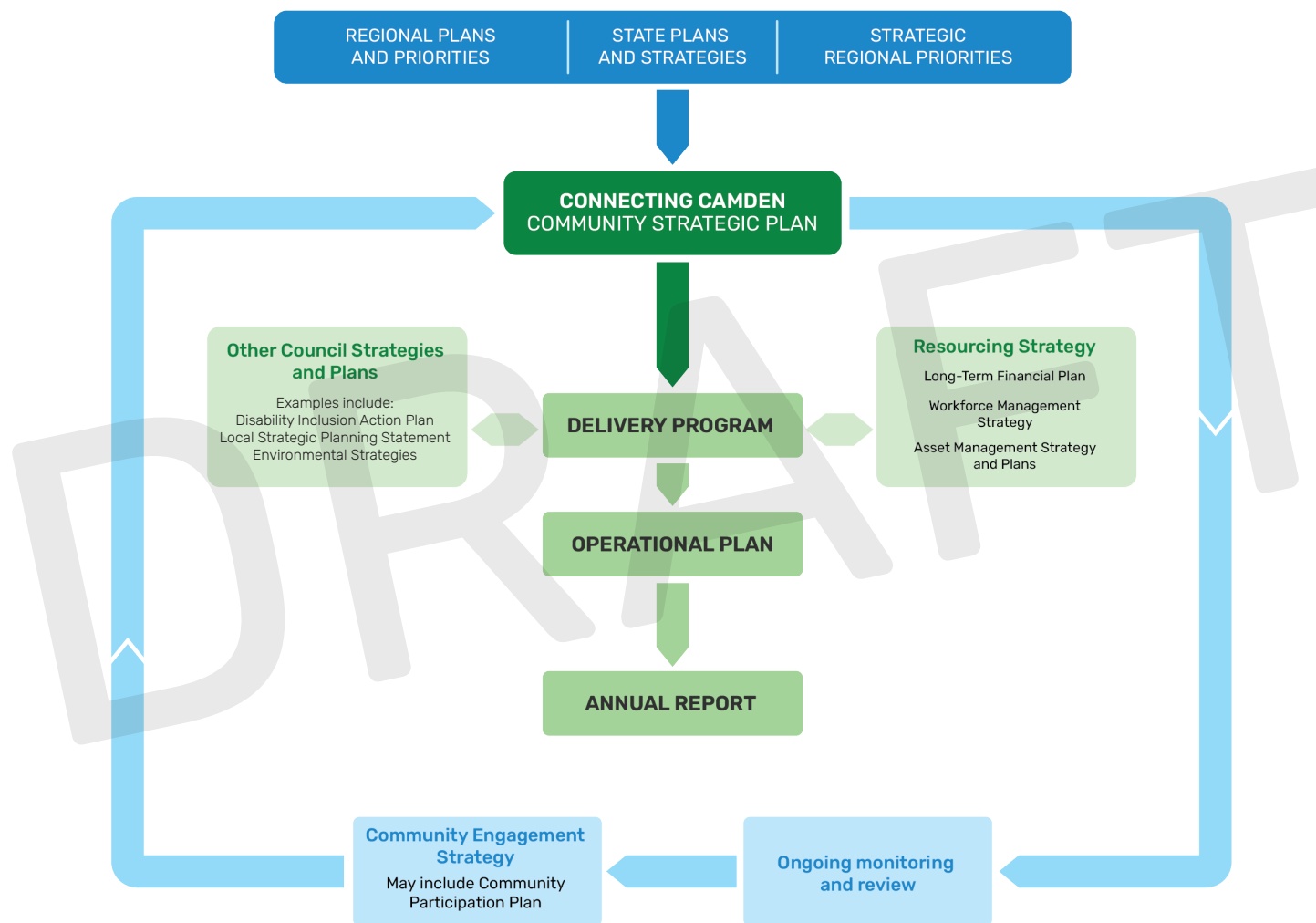
This combined Delivery Program and Operational Plan outlines Camden Council's plan for delivering the shared community vision in the **Connecting Camden Community Strategic Plan**:

Camden is a connected, diverse and thriving community, embracing opportunities of growth while valuing our rich heritage and protecting and sharing responsibility for our natural environment.

This **Delivery Program** and **Operational Plan** is informed by priorities of the elected Council and the community and shaped by decision-making on resource allocation, set out in the **Resourcing Strategy**.

This Delivery Program and Operational Plan is part of the Integrated Planning and Reporting (IPR) Framework that all NSW councils must use to plan for their area, based on the expectations of their local community.

THE INTEGRATED PLANNING AND REPORTING FRAMEWORK



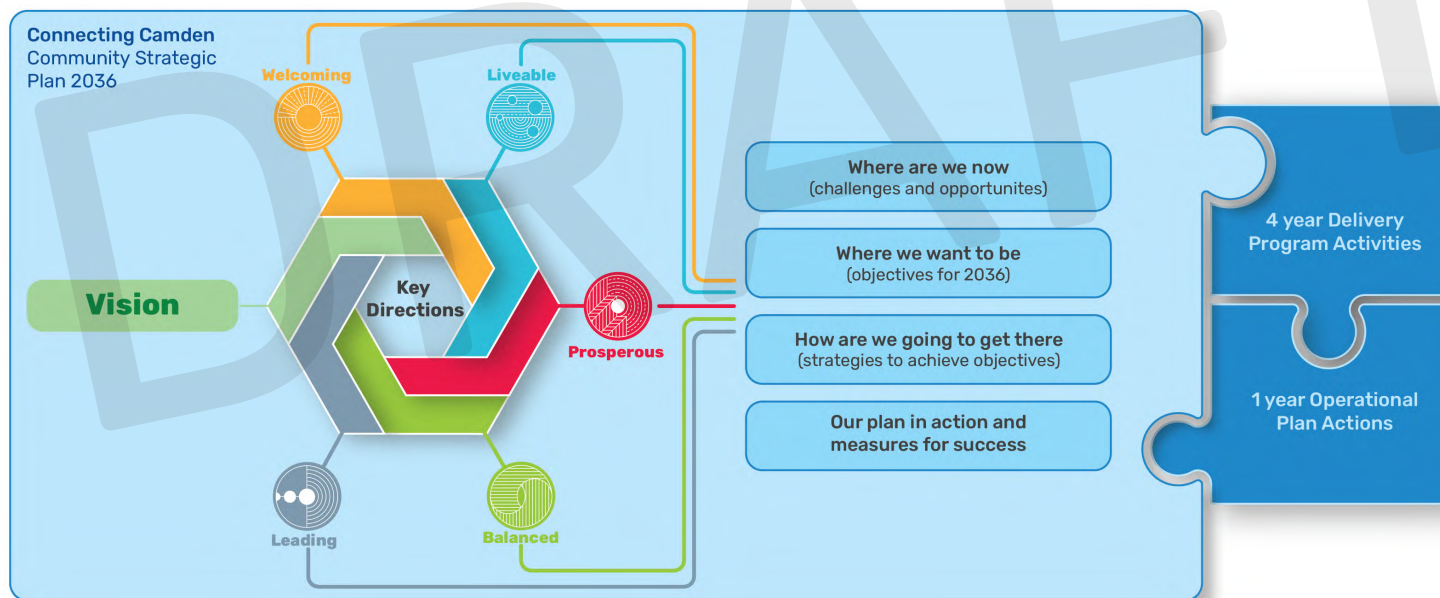
The **Community Strategic Plan** is the highest level of planning within the IPR framework. It provides a vision that reflects the aspirations of the community, and sets clear directions, objectives, strategies and measures for progress on achieving the community's vision. It informs all other documents.

The **Delivery Program** describes Council's commitment to achieve the Community Strategic Plan in the elected term of Council. It sets Council's four-year commitment from 2022 to 2026 and references all activities to be undertaken, setting priorities and scheduling programs.

The **Operational Plan** identifies annual projects and activities against the delivery plan principal activities. Operational Plan components are updated annually to reflect the Council actions for each year and progress against the Delivery Program.

The **Resourcing Strategy** demonstrates how work in the Delivery Program and Operational Plan will be resourced.

The **Annual Report** reports back to the community on the work undertaken by Council each year to deliver on the Operational Plan and Delivery Program.



CAMDEN RESOURCING STRATEGY

The Camden Council Resourcing Strategy outlines Council's allocation of money, assets and people to deliver the Delivery Program and Operational Plan. It reflects the community's objectives of where we want to be in 2036 and strategies on how are we going to get there as described in the **Connecting Camden Community Strategic Plan** and this **Delivery Program and Operational Plan**.

Council's **Long Term Financial Plan** outlines Council's financial position and describes the financial implications of asset management and workforce planning. The Long Term Financial Plan is a 10-year rolling plan and demonstrates the financial sustainability of Council.

The **Workforce Management Strategy 2022-2026** guides Council planning for current and future workforce needs to deliver the priorities set in the Connecting Camden Community Strategic Plan and commitments in the Delivery Program and Operational Plan.

The **Asset Management Policy, Strategy and Plan** provide guidance to make sure that assets, the infrastructure that support Council delivery of services, are managed and accounted for by Council in an efficient and sustainable way. Asset management planning enables Council to provide for the required level of service for the community in relation to the priorities in the Connecting Camden Community Strategic Plan and commitments in the Delivery Program and Operational Plan.



READING THIS PLAN

This Plan has four parts:

PART 1: Introduction

PART 2: About Camden

PART 3: Delivery Program Principal Activities and Operational Plan Actions

PART 4: Financial Management

The combined Delivery Program and Operational Plan enables the community to see Council's objectives from 2022 to 2026 and the discrete actions for the upcoming year (2024/25).

Council will update Part 3 and Part 4 of this document annually to provide clarity on Council's budget, capital and maintenance programs, and actions for each year.

COMMUNITY ENGAGEMENT

Many in the community have participated in engagement activities to help Council understand what people love, and to tackle their concerns. The community's voices will continue to direct and support how we plan for Camden.

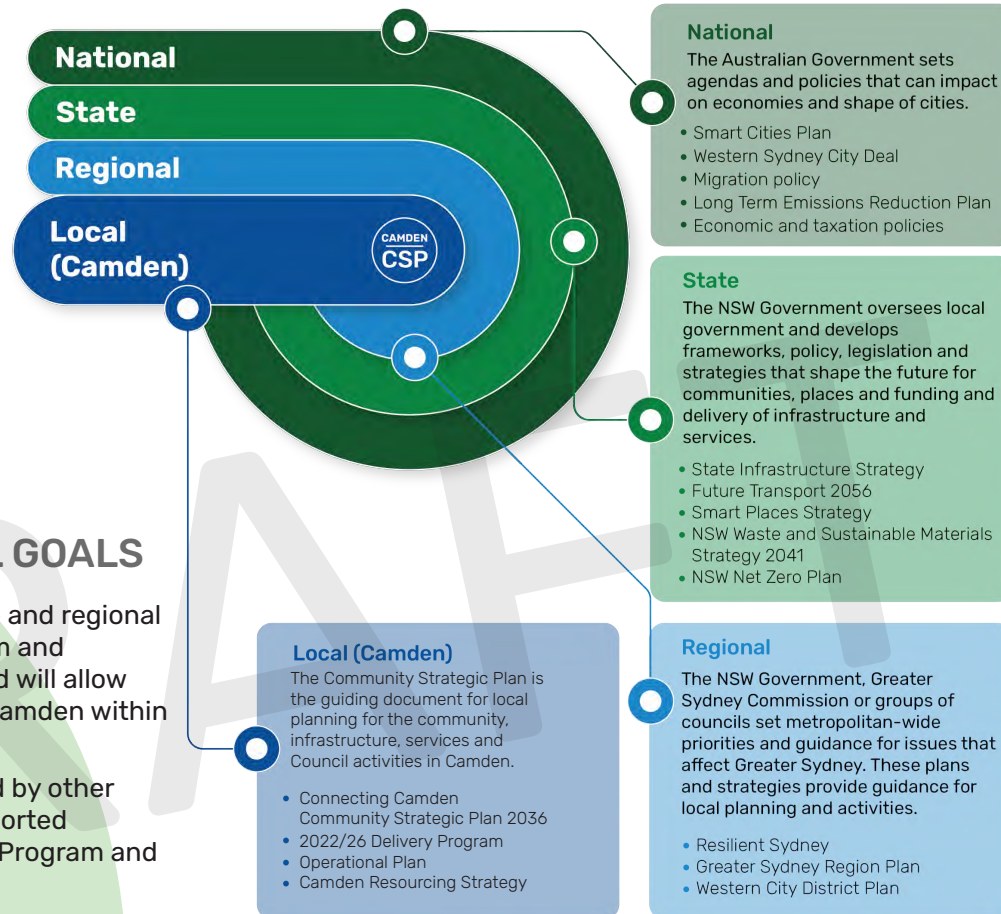
This Delivery Program responds to the community vision, objectives and strategies of the **Connecting Camden Community Strategic Plan 2036** which focus on protecting and enhancing what the community loves and what people feel optimistic about for Camden's future. It acts on challenges and aims to optimise the improvements Council can address.

WHAT WE LOVE AND ARE OPTIMISTIC ABOUT	WHAT WE ARE CONCERNED ABOUT
OUR COMMUNITY	
Camden is a great place to raise a family	Housing diversity and affordability could be improved
Camden is a great place to grow old	
OUR NATURAL ENVIRONMENT AND WHERE WE LIVE AND WORK	
Camden's rural setting and character is its greatest and most valued asset	Traffic congestion needs to be addressed
	Planning and timing of infrastructure delivery needs to align with growth
	Moving between Camden's centres on public transport is slow
	Balancing growth and development with the preservation of Camden's rural character will be one of the greatest challenges
	Increased urban heat resulting from growth and development
OUR LOCAL ECONOMY	
Western Sydney International Airport will create opportunities for Camden's local community	
Camden's growing young and engaged population will drive growth of local businesses	

NATIONAL, STATE AND REGIONAL GOALS

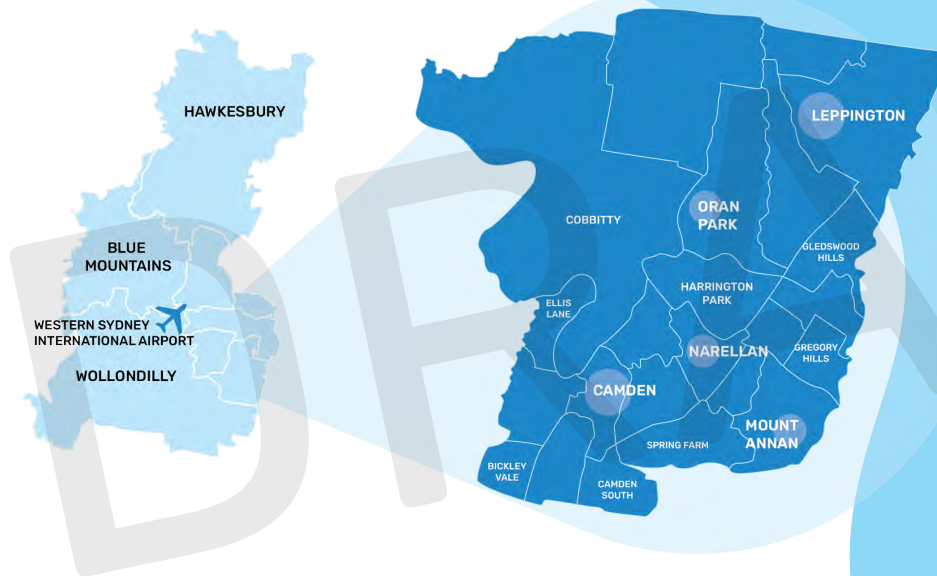
Camden is integral to several shared national, state and regional initiatives for Western Sydney. The Delivery Program and Operational Plan contributes to these initiatives and will allow Council to advocate on strong local outcomes for Camden within the regional context.

The shared strategies, plans and policies developed by other levels of government that impact Camden are supported through projects and activities within this Delivery Program and Operational Plan.



PART 2: ABOUT CAMDEN

Located in Sydney's south west, Camden Local Government Area (LGA) is essential to the success of the emerging Western Parkland City. It covers approximately 200 square kilometres and is becoming a place of regional significance.



It is forecast that the Camden LGA population will be 213,836 (source: forecast.id) in 2036, making it one of the fastest growth areas in Australia.

With this projected growth, and with Western Sydney International Airport on its doorstep, Camden will become a cornerstone of the thriving south-west Sydney region.

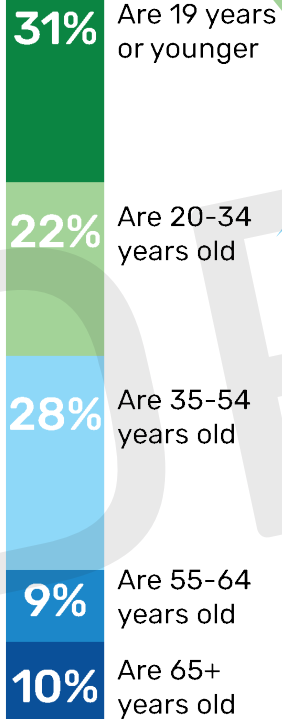


OUR COMMUNITY

49%
MALE

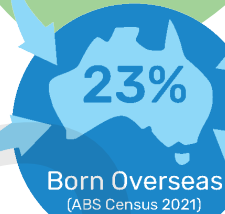
AGE PROFILE

Camden LGA has a younger age profile than the total NSW population, with high proportions of young families



51%
FEMALE

DIVERSITY



TOP COUNTRIES

1. United Kingdom
2. India
3. New Zealand
4. Philippines
5. Iraq
6. Fiji
7. China
8. Nepal
9. Italy
10. Pakistan

HOUSEHOLDS

23%
Couples



48%
Couples with Children



12%
Single Parents



14%
Lone households

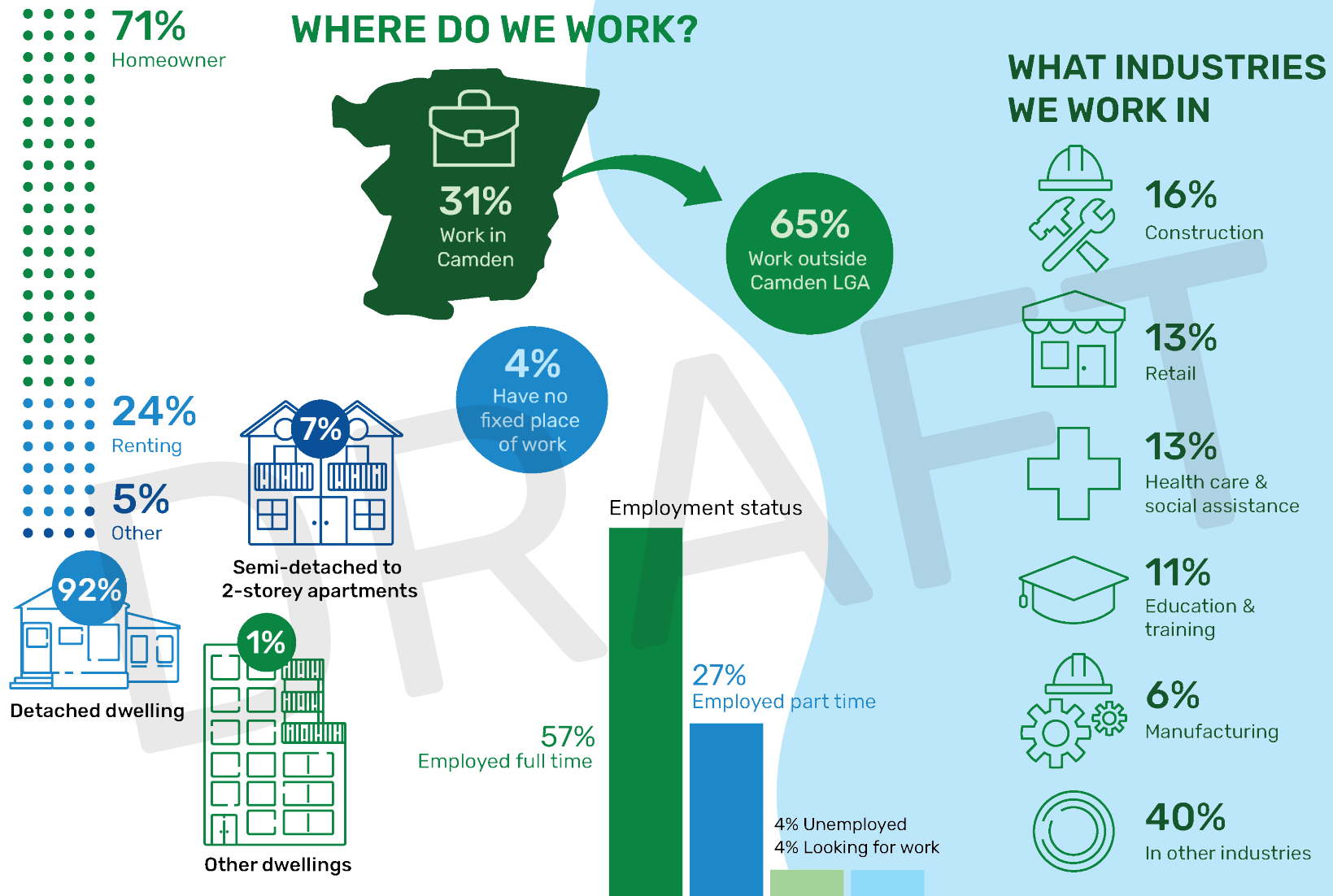


23%
Speak a language other than English at home
(ABS Census 2021)

Top **3** Arabic, Spanish, Hindi

5%
Require full time assistance

Source: forecast.id (2024)



CAMDEN'S FUTURE

Camden is experiencing a higher rate of population growth than ever before and higher than that experienced in any other LGA in NSW.

Camden is transitioning from rural areas with clusters of towns and villages to thriving suburbs established alongside historic places.

As Camden is set to be a major community by 2036, we need to ensure that as the area grows, we can continue to protect and respect the area's unique character, history, heritage, rural feel and open spaces.

The community tells us they want:

- quality natural and urban environments to be cared for and maintained
- accessible and well-maintained facilities and services that everyone can access
- well-designed buildings and infrastructure that respond and adapt to a changing climate, so that everyone has comfortable and safe places to live and work.

The opening of Western Sydney International Airport, the associated development of the Western Sydney Aerotropolis, the new city of Bradfield, and the provision of significant infrastructure will trigger further opportunities for Camden. This will reposition the LGA as a city on the doorstep of an international airport and a new freight and logistics, research and innovation precinct for Sydney.

In the past five years, the area has welcomed more than 27,000 new residents - babies born in the LGA to Camden residents, and new families moving to Camden into a new home and lifestyle.

By 2036 Camden is projected to have close to 213,836 residents making it the fastest growing LGA in Australia (source: forecast.id).

DELIVERY APPROACH

LEADING

A SUCCESSFUL ADVOCATE FOR OUR PEOPLE AND PLACES

The NSW Government and its partners lead the planning, funding and delivery of many transformational projects to support the Western Parkland City. These will shape and generate opportunities for Camden.

As Camden becomes a place of regional significance, Council will work with its partners and advocate for funding; timely delivery of infrastructure and services; integrated planning and coordination for better urban and environmental outcomes; and creating positive local outcomes through the design and delivery of projects for the current community and future generations.

Council's Delivery Program key partners for the four-year period include:

- Western Sydney City Deal member partners
- Western Parkland City Authority
- NSW Department of Planning and Environment
- Transport for NSW and Sydney Metro
- NSW Health
- NSW Department of Education and School Infrastructure NSW

SHAPING OPPORTUNITIES

Significant investments, infrastructure and other opportunities will not only sustain the population, but also create potential, attracting a talented workforce and innovative businesses to relocate to the LGA to be a part of the Western Parkland City.

Council will advocate for the planning, design and delivery of key transformational projects in Camden to reflect local needs and ambitions.

OPPORTUNITIES FOR CAMDEN

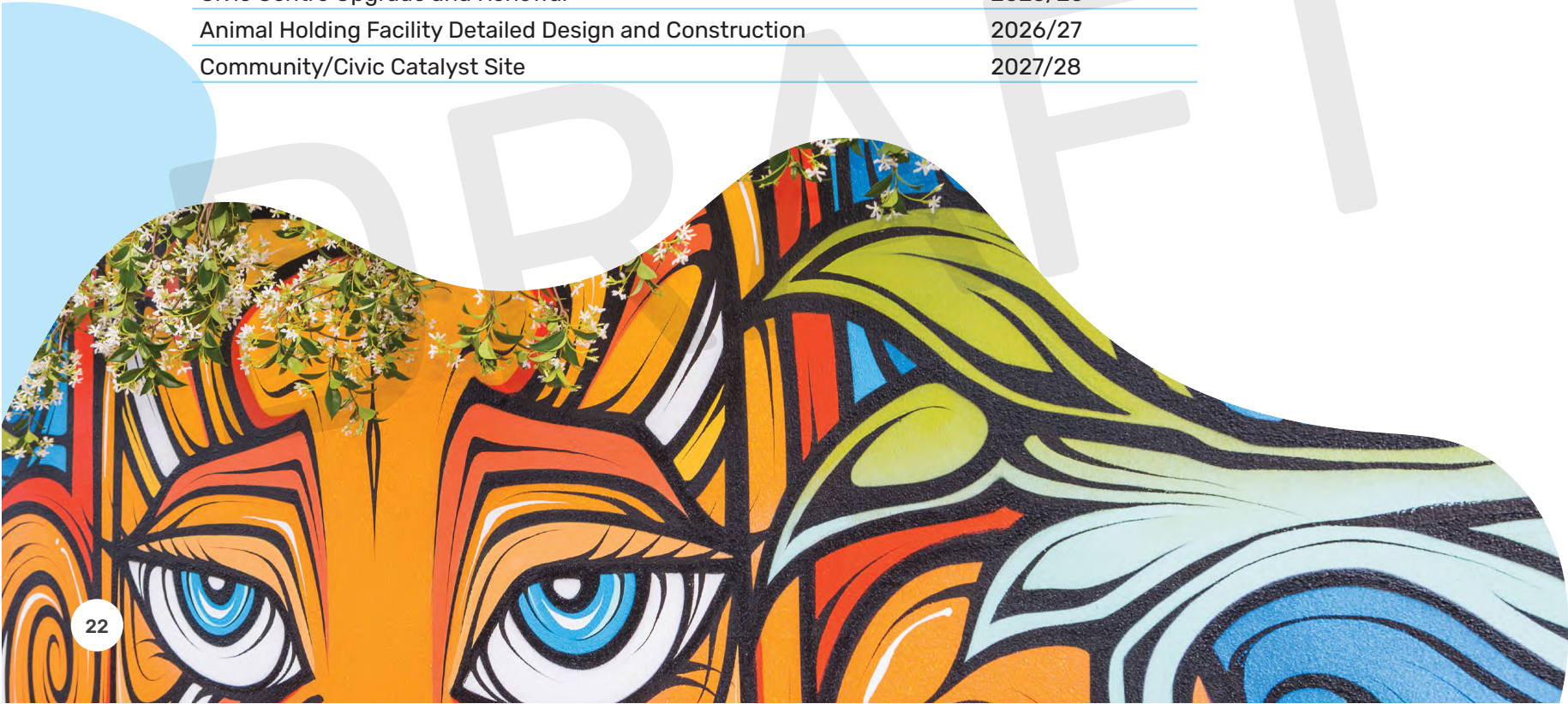
FOCUS AREAS	TIMING	DESCRIPTION
Evolution of Oran Park Town Centre	Ongoing	<p>Oran Park is one of the closest established centres to Western Sydney International Airport, closer than established centres at Penrith and Liverpool.</p> <p>Council can leverage its space and presence at Oran Park to support education, training and new job opportunities that support the local community and economy.</p> <p><i>Council has a delivery role, including in partnership with others</i></p>
Employment hubs at Narellan and Smeaton Grange	Ongoing	<p>Council involvement can generate greater economic and productive outcomes from the new employment hubs.</p> <p><i>Council has a delivery and advocacy role</i></p>
Western Sydney International Airport	2026+	<p>The airport will connect Camden to the global community from its own backyard.</p> <p><i>Council has an advocacy role</i></p>
South Creek regeneration	2026+	<p>The South Creek regeneration provides an opportunity to integrate land use and water cycle management and create a green spine throughout the Western Parkland City.</p> <p>South Creek’s catchment has a large footprint in the Camden LGA, which includes Lowes, Rileys and Kemps creeks. Their regeneration will improve liveability and sustainability in the LGA.</p> <p><i>Council has an advocacy and a delivery role, including in partnership with others</i></p>

FOCUS AREAS	TIMING	DESCRIPTION
South West Rail Link extension	2031	<p>The new public transport link between Leppington to Bradfield City Centre will enable growth.</p> <p><i>Council has an advocacy role</i></p>
Leppington Town Centre	2036+	<p>Leppington will be a new centre close to the Western Sydney International Airport. The right conditions will need to be in place to attract and grow businesses that support the local community and economy.</p> <p><i>Council has a delivery role, including in partnership with others</i></p>
Narellan Strategic Centre	2036+	<p>Narellan will evolve as a strategic centre, providing jobs, services and homes to support the local community and economy. Supporting this role, the centre will leverage off its direct train access to Bradfield, the Western Sydney Airport and Macarthur.</p> <p><i>Council has a delivery role, including in partnership with others</i></p>
Regional health and education institutions	2036+	<p>Attracting world-class institutions could enable local learning, reduce the number of trips out of the LGA, and attract people to come live, work and study in Camden.</p> <p>Clustering facilities and expertise to create education and health hubs will generate opportunities for the next generation of Camden residents and establish Camden's role in Western Parkland City.</p> <p><i>Council has an advocacy and partnership role</i></p>
North South Rail (Sydney Metro-Western Sydney)	2036+	<p>A new rail service will link Macarthur to Bradfield City Centre and Western Sydney International Airport. Public transport connections will strengthen Camden's links to the Airport and opportunities at Bradfield.</p> <p><i>Council has an advocacy role</i></p>

TRANSFORMATIONAL PROJECTS

To support this advocacy work, Council will deliver transformational projects that will help to make Camden a great place to live, work and play. The list below includes priority projects and major works projects for the four years from 2022/23 to 2026/27.

PROJECTS	TIMING
Nepean River Activation	2023/24
Oran Park Leisure Centre	2023/24
Civic Centre Upgrade and Renewal	2025/26
Animal Holding Facility Detailed Design and Construction	2026/27
Community/Civic Catalyst Site	2027/28



ABOUT COUNCIL

COUNCIL'S ROLE

Council delivers for the local community by providing community services, programs and infrastructure that impact on the health and wellbeing of residents. Its activities support local economic growth and support care and management of the local environment. Council is the community's advocate in regional and city-wide discussions with other tiers of government service and infrastructure providers.

ELECTED COUNCIL

The elected Council is the community's elected representatives.

Councillors undertake to:

- facilitate communication between the community and Council
- represent the community and make decisions in the best interest of the public and the environment
- participate in the review of where Council's resources are allocated
- provide leadership and guidance to the community.

The Mayor performs additional roles to Councillors, including:

- presiding at meetings of Council
- exercising and carrying out urgent policy-making functions, where necessary
- carry out civic and ceremonial functions of the Mayoral office.

Council is composed of nine councillors across three wards (Central, South and North Ward).

CENTRAL



Mayor, Cr Ashleigh Cagney



Deputy Mayor, Cr Therese Fedeli



Cr Peter McLean

SOUTH



Cr Paul Farrow



Cr Eva Campbell



Cr Russell Zammit

NORTH



Cr Cindy Cagney



Cr Usha Dommaraju



Cr Lara Symkowiak

OUR COUNCIL ADMINISTRATION

Council administers services, programs and infrastructure for the Camden LGA. It serves the people who live and work in Camden.

The administration is overseen by the General Manager and organised by directorates that work together to serve the community.



OUR VISION AND VALUES

Council is guided by its organisational vision and corporate values. These encapsulate the approach to everything Council does – working together and with partners to deliver services for the community.

OUR ORGANISATIONAL VISION

At Camden Council we **think big, work hard and get results.**

The community relies on us to deliver **outstanding customer service**, well managed growth and quality services.

Our **pride** for our area and **respect** for each other is shown in everything we do.

We work in **partnership to service the community safely** and be a leading council.

OUR CORPORATE VALUES



LEADERSHIP

"Empower others"

We invest in the growth, development and empowerment of staff to become the best version of themselves.



INNOVATION

"Dream, Create, Inspire"

We innovate and inspire to create better ways to deliver to our community.



PARTNERSHIP

"Together we Can"

We partner to achieve success through support, understanding and shared goals.



COMMITMENT

"Dedication Drives Results"

As a high-performance Council, we strive for excellence in all we do.



CUSTOMER FOCUS

"Our People, Our Community"

We deliver excellence to our customers through service, facilities, information, resources, education, and support.



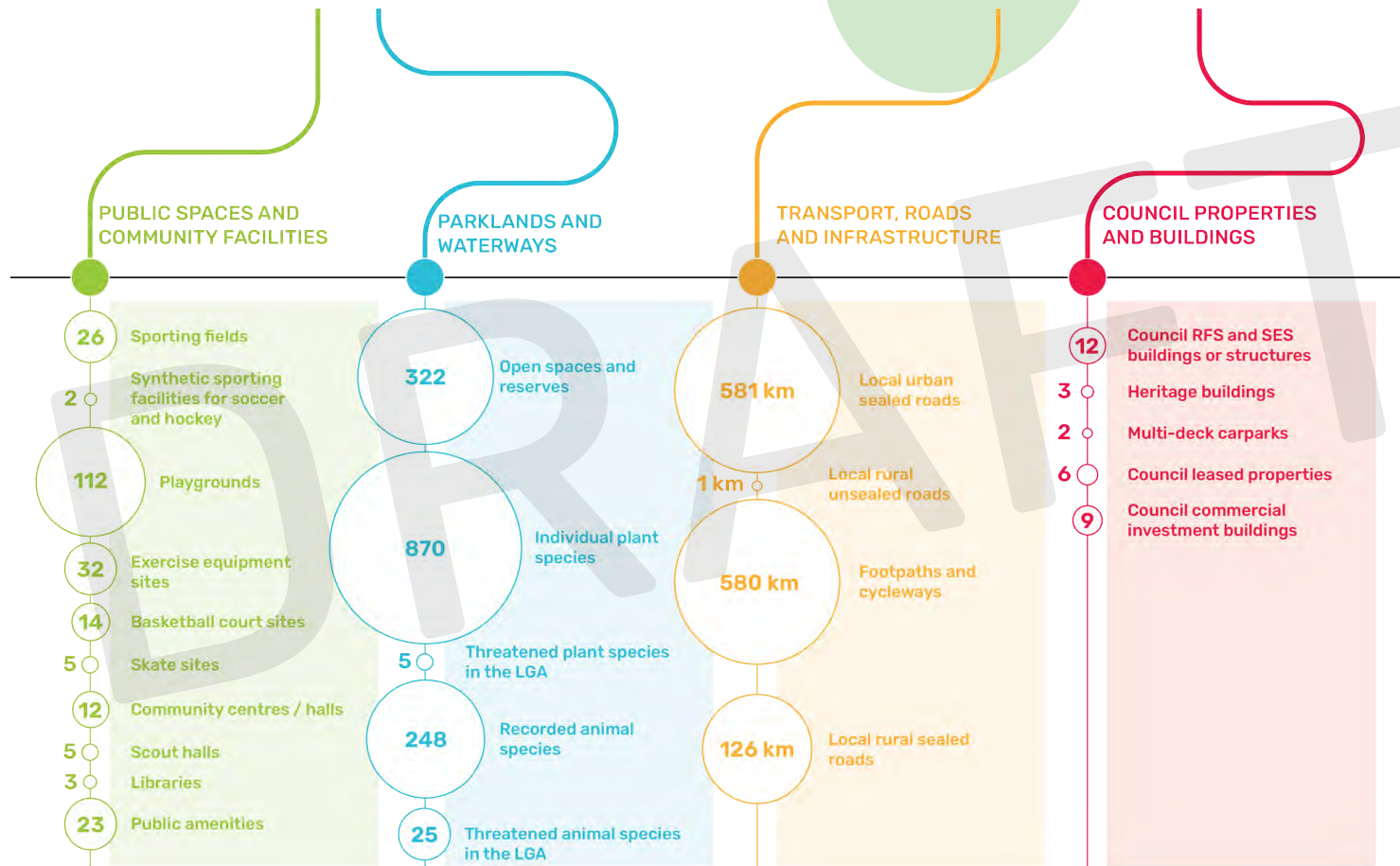
SAFETY

"Safety is everyone's job"

We put safety and wellbeing of people at the centre of everything we do.

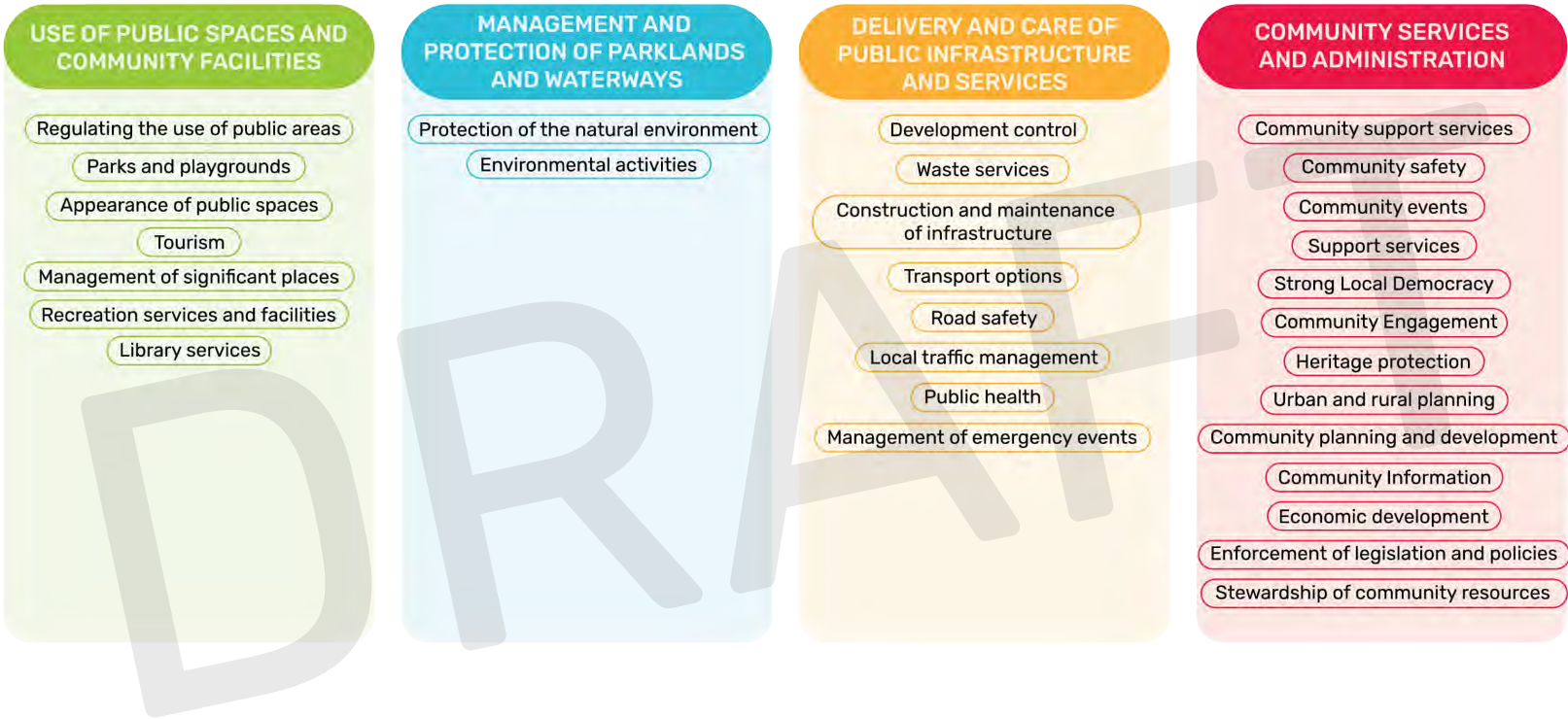
OUR ENVIRONMENT AND PLACES

Council is responsible for the planning, management and care of a large range of public spaces, community facilities, parks and places of environmental value, roads and infrastructure.



OUR SERVICES AND PROGRAMS

Our range of services and programs that benefit our local residents and businesses.



PART 3: DELIVERY PROGRAM PRINCIPAL ACTIVITIES AND OPERATIONAL PLAN ACTIONS

The **2022-26 Delivery Program** and **2024/25 Operational Plan** will guide how Council implements the **Connecting Camden Community Strategic Plan 2036**.

The Delivery Program details Council-led activities for the next four years (2022-23 to 2025-26) and nominates responsible directorates and branch leads, as well as one-year Operational Plan actions that will contribute to Delivery Program principal activities.

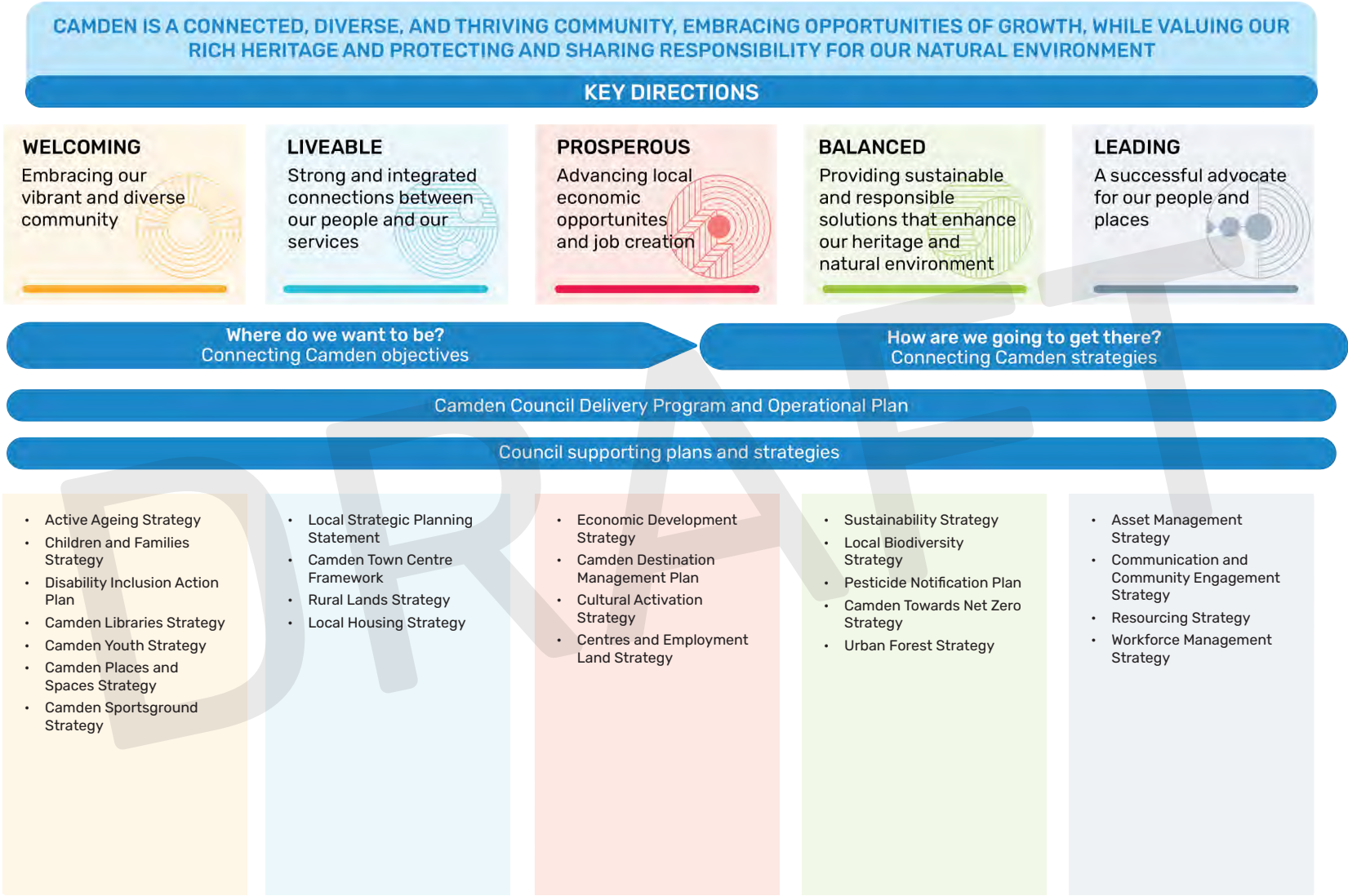
The Operational Plan identifies actions funded and resourced for 2024/25; these will be updated and reported on each year. Several Council strategies and plans support these activities and actions.

Activities and actions are organised under the five key directions of the Community Strategic Plan:

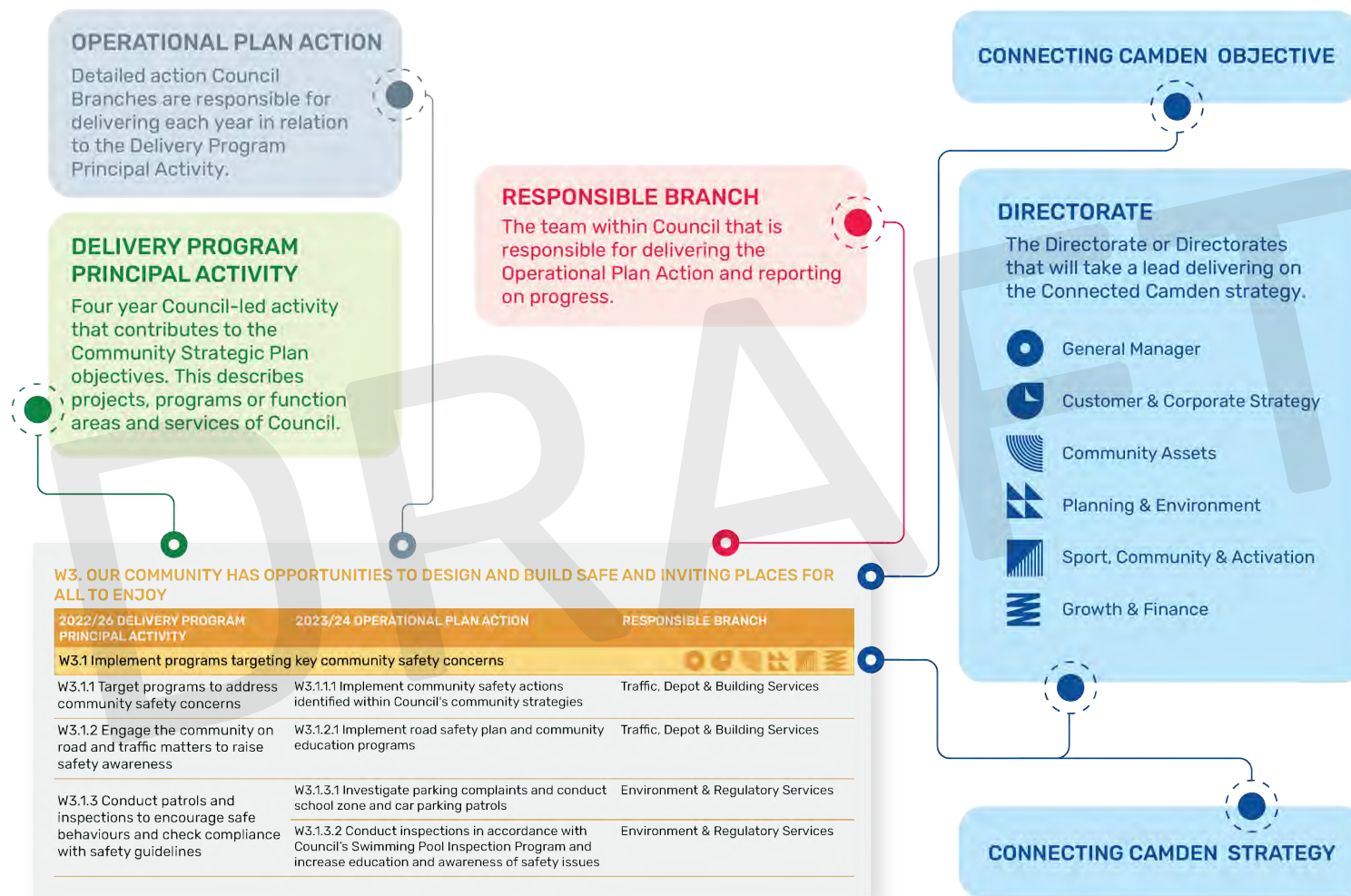


Council will assess and report on progress of this Delivery Program and Operational Plan every six months.





HOW TO READ OUR DELIVERY PROGRAM









WELCOMING EMBRACING OUR VIBRANT AND DIVERSE COMMUNITY

The Camden community is becoming increasingly diverse, with people representing a greater range of views and aspirations in age groups and cultural backgrounds that will enrich the community. Everyone must have an opportunity to contribute to the shared vision and feel they are a valued part of Camden's future.

W1. OUR COMMUNITY IS WELCOMING AND INCLUSIVE, EVERYONE FEELS INCLUDED AND INVOLVED



2022/26 DELIVERY PROGRAM PRINCIPAL ACTIVITY	2024/25 OPERATIONAL PLAN ACTION	RESPONSIBLE DIRECTORATE
W1.1 Support Initiatives that build and foster community cohesion 		
W1.1.1 Implement strategies that support community inclusion for all community groups	W1.1.1.1 Implement short term actions in the Active Ageing Strategy	Sport, Community & Activation
	W1.1.1.2 Implement actions in the Disability Inclusion Action Plan	Sport, Community & Activation
	W1.1.1.3 Implement actions in the short-term Children & Family Strategy	Sport, Community & Activation
	W1.1.1.4 Implement medium term actions in the Youth Strategy	Sport, Community & Activation
	W1.1.1.5 Develop a Volunteering Strategy	Sport, Community & Activation
	W1.1.1.6 Develop Women's Issues Discussion Paper	Sport, Community & Activation
	W1.1.1.7 Develop a Social Infrastructure Framework	Sport, Community & Activation
W1.1.2 Implement an events strategy for a range of community events	W1.1.2.1 Implement actions in the Events Strategy	Sport, Community & Activation
W1.1.3 Create public communications and marketing campaigns to increase public awareness and interest in activities across Camden	W1.1.3.1 Continue to implement communications plans to promote Councils services, events, projects and initiatives using both print and digital media	Sport, Community & Activation
	W1.1.3.2 Develop and Implement marketing campaigns	Sport, Community & Activation

2022/26 DELIVERY PROGRAM PRINCIPAL ACTIVITY	2024/25 OPERATIONAL PLAN ACTION	RESPONSIBLE DIRECTORATE
W1.1 Support initiatives that build and foster community cohesion (Cont.)		
W1.1.4 Support and facilitate cultural development and networking opportunities	W1.1.4.1 Develop and deliver an annual program of cultural development and networking opportunities	Sport, Community & Activation
W1.2 Celebrate creativity and growing diversity		
W1.2.1 Facilitate, support and promote programs and initiatives that celebrate the diverse community, groups and spaces across Camden	W1.2.1.1 Develop Diversity and Inclusion Framework	Sport, Community & Activation
W1.3 Promote and facilitate equitable access to services		
W1.3.1 Ensure Council's sport and recreation facilities planning has community support and facilitates equitable and affordable access	W1.3.1.1 Implement upgrades and renewals to sports and recreation facilities that adhere to Council's Design Guide	Sport, Community & Activation
	W1.3.1.2 Implement the Sportsground Strategy 2020-25	Sport, Community & Activation
W1.3.2 Provide broader library services to support access and inclusion across the community	W1.3.2.1 Implement and evaluate the Libraries Strategy 2021-25	Sport, Community & Activation




2022/26 DELIVERY PROGRAM PRINCIPAL ACTIVITY	2024/25 OPERATIONAL PLAN ACTION	RESPONSIBLE DIRECTORATE
W1.3 Promote and facilitate equitable access to services, facilities and community initiatives (Cont.) 		
W1.3.3 Optimise community use of Council-owned facilities and spaces	W1.3.3.1 Oversee management and hiring procedure of Council-owned facilities and spaces	Sport, Community & Activation
	W1.3.3.2 Improve utilisation of libraries by activating indoor and outdoor library spaces to accommodate a variety of uses and activities	Sport, Community & Activation
	W1.3.3.3 Develop and implement the Social Services Community Hub at Narellan	Sport, Community & Activation
W1.4 Provide opportunities for residents and groups to participate in local decision-making  		
W1.4.1 Employ stakeholder engagement practices and projects that incorporate traditional and innovative engagement methods	W1.4.1.1 Develop and implement community engagement activities for identified services, projects, programs and initiatives that enhanced decision making process	Sport, Community & Activation

2022/26 DELIVERY PROGRAM PRINCIPAL ACTIVITY	2024/25 OPERATIONAL PLAN ACTION	RESPONSIBLE DIRECTORATE
W1.4 Provide opportunities for residents and groups to participate in local decision-making (Cont.)		
W1.4.2 Maintain open and transparent Council processes and channels for public access to information	W1.4.2.1 Maintain sound Council meeting governance	Customer & Corporate Strategy
	W1.4.2.2 Process Government Information (Public Access) Act 2009 (GIPA) applications within statutory timeframes	Customer & Corporate Strategy
	W1.4.2.3 Regularly monitor Council's policies and procedures	Customer & Corporate Strategy

W2. OUR COMMUNITY IS HEALTHY AND ACTIVE WITH ACCESS TO OPEN SPACE, FACILITIES AND SERVICES THAT SUPPORT WELLBEING

2022/26 DELIVERY PROGRAM PRINCIPAL ACTIVITY	2024/25 OPERATIONAL PLAN ACTION	RESPONSIBLE DIRECTORATE
W2.1 Promote and facilitate programs and services that support good community health and wellbeing 		
W2.1.1 Deliver educational programs and regulate activities to ensure the health, safety and amenity of the Camden area and community	W2.1.1.1 Undertake companion animal education programs to increase awareness of Council's animal microchipping and desexing services at events, online and while interacting with customers	Planning & Environment
	W2.1.1.2 Conduct public health inspections in accordance with Council's inspection programs and legislation. Provide educational materials and workshops where appropriate	Planning & Environment
	W2.1.1.3 Conduct illegal dumping investigations, take regulatory action where appropriate and use education campaigns to increase community awareness	Planning & Environment
W2.2 Improve access to public spaces and places for people of all ages and abilities 		
W2.2.1 Implement a strategy for Camden's spaces and places	W2.2.1.1 Implement actions stated within Spaces and Places Strategy 2020	Sport, Community & Activation
W2.2.2 Increase Council-managed multipurpose spaces and visitation to these spaces	W2.2.2.1 Deliver the Civic Centre Renewal and Upgrade project including rebranding	Sport, Community & Activation

W3. OUR COMMUNITY HAS OPPORTUNITIES TO DESIGN AND BUILD SAFE AND INVITING PLACES FOR ALL TO ENJOY

2022/26 DELIVERY PROGRAM PRINCIPAL ACTIVITY	2024/25 OPERATIONAL PLAN ACTION	RESPONSIBLE DIRECTORATE
W3.1 Implement programs targeting key community safety concerns 		
W3.1.1 Target programs to address community safety concerns	W3.1.1.1 Implement community safety actions identified within Council's community strategies	Community Assets
W3.1.2 Engage the community on road and traffic matters to raise safety awareness	W3.1.2.1 Implement road safety plan and community education programs	Community Assets
W3.1.3 Conduct patrols and inspections to encourage safe behaviours and check compliance with safety guidelines	W3.1.3.1 Investigate parking complaints, conduct school zone and parking patrols	Planning & Environment
	W3.1.3.2 Conduct inspections in accordance with Council's Swimming Pool Inspection Program and increase education and awareness of safety issues	Planning & Environment
W3.2 Seek active partnerships to address community needs 		
W3.2.1 Seek partnerships with users and external agencies to support frameworks that addresses community needs	W3.2.1.1 Implement established service delivery model to address community needs	Sport, Community & Activation
W3.3 Address community needs through provision of services and facilities targeting specific user groups 		
W3.3.1 Encourage service provision for a variety of needs and target groups	W3.3.1.1 Establish and facilitate interagency networks to identify and address community needs	Sport, Community & Activation







LIVEABLE

STRONG AND INTEGRATED LINKS BETWEEN OUR PEOPLE AND OUR SERVICES

Camden is changing to accommodate the growing community. This includes the homes, workplaces, public places and spaces where people go every day and the transport, infrastructure and services needed to support daily activities.


Everyone should have access to quality environments that are well planned, designed and maintained and built to last for future generations.


LB1. OUR COMMUNITY HARNESSES LOCAL CREATIVITY, AND SUPPORTS NEW TECHNOLOGIES AND INNOVATIONS



2022/26 DELIVERY PROGRAM PRINCIPAL ACTIVITY	2024/25 OPERATIONAL PLAN ACTION	RESPONSIBLE DIRECTORATE
LB1.1 Embrace a Smart Community approach 		
LB1.1.1 Invest in and deliver smart infrastructure across Camden	LB1.1.1.1 Continue to expand investments in smart infrastructure that support the Camden Smart Community Framework	Customer & Corporate Strategy
LB1.2 Use data and technology to test and adopt new technologies to improve services, customer interface and business with Council  		
LB1.2.1 Execute Council's Digital Innovation Strategy to focus on legacy modernisation, data and insights, digital workplace, customer focus and smart city workstreams	LB1.2.1.1 Continue to implement transformation related initiatives that enhance / support Council's digital business capability and review their effectiveness	Customer & Corporate Strategy
LB1.2.2 Promote innovative and technology-driven models for operating and managing Council's sport and recreation facilities	LB1.2.2.1 Implement remote access open and close for amenities and selected sports facilities	Sport, Community & Activation
	LB1.2.2.2 Investigate the usage of the sports and recreation facilities through heat mapping technology	Sport, Community & Activation
LB1.3 Promote and improve digital inclusion and equity across the community 		
LB1.3.1 Implement strategies that enhance digital inclusion	LB1.3.1.1 Implement the Camden Library Strategy 2021-25 actions that promote digital inclusion	Sport, Community & Activation

LB2. OUR PUBLIC SPACES AND PLACES ARE VIBRANT AND ACCESSIBLE


2022/26 DELIVERY PROGRAM PRINCIPAL ACTIVITY	2024/25 OPERATIONAL PLAN ACTION	RESPONSIBLE DIRECTORATE
LB2.1 Ensure homes. Infrastructure and facilities are well planned, delivered and maintained to create high quality urban and rural environments that meet our diverse needs and respond to the climate		
LB2.1.1 Administer contributions plans to support the funding and delivery of infrastructure	LB2.1.1.1 Administer, monitor, review and report on contributions plans	Growth and Finance
	LB2.1.1.2 Design and commission procured software	Growth and Finance
LB2.1.2 Ensure infrastructure is well planned, funded and delivered in urban development areas	LB2.1.2.1 Development of Playspace Strategy	Sport, Community & Activation

2022/26 DELIVERY PROGRAM PRINCIPAL ACTIVITY	2024/25 OPERATIONAL PLAN ACTION	RESPONSIBLE DIRECTORATE
LB2.1 Ensure homes, infrastructure and facilities are planned, delivered and maintained to create high quality urban and rural environments that meet diverse needs and respond to the climate (Cont.)		
	LB2.1.3 Assess and certify development and construction processes in accordance with relevant policies in a timely manner to support high quality urban and rural environments	LB2.1.3.1 Implement and continuously review processes, procedures to ensure efficient development certification services in accordance with legislation
		Planning & Environment
		LB2.1.3.2 Review and implement efficient processes to assess development (and related) applications in accordance with relevant legislation
		Planning & Environment
		LB2.1.4.1 Implement the Camden Local Housing Strategy 2021, including the preparation of a Medium Density and Diversity Guide.
		Planning & Environment
		LB2.1.4.2 Develop a structure plan for the unreleased development areas
		Growth and Finance
		LB2.1.5 Lead strategic planning projects, prepare policy and guidance and assess planning proposals
		LB2.1.5.1 Lead assessment and coordination of planning proposals, respond to and prepare planning policy
		Planning & Environment

2022/26 DELIVERY PROGRAM PRINCIPAL ACTIVITY	2024/25 OPERATIONAL PLAN ACTION	RESPONSIBLE DIRECTORATE
LB2.1 Ensure homes, infrastructure and facilities are planned, delivered and maintained to create high quality urban and rural environments that meet diverse needs and respond to the climate (Cont.)		
LB2.1.6 Design and deliver major projects, infrastructure, buildings, facilities and upgrades to meet community need	LB2.1.6.1 Lead the design and contracts in adopted major projects	Community Assets
	LB2.1.6.2 Lead the design of Council civil works and upgrades	Growth and Finance
	LB2.1.6.3 Lead the design and delivery of developer-delivered infrastructure to support new development	Growth and Finance
	LB2.1.6.4 Contribute in design, plan and review of infrastructure and major projects	Growth and Finance
LB2.1.7 Ensure all Council facilities are well managed and maintained	LB2.1.7.1 Implement maintenance and renewal programs	Community Assets
LB2.1.8 Manage assets in an effective and sustainable manner to meet defined service levels in the Asset Management Plan	LB2.1.8.1 Develop and implement asset renewal and maintenance programs and prioritised works	Growth and Finance
	LB2.1.8.2 Ensure assets are managed to meet service levels and objectives of the Asset Management Strategy and Plans through the delivery of effective and sustainable programs	Growth and Finance
LB2.1.9 Manage Council's roads, bridges and infrastructure during emergency events	LB2.1.9.1 Undertake emergency response assessments on roads and infrastructure to prepare for and manage emergency events	Community Assets

2022/26 DELIVERY PROGRAM PRINCIPAL ACTIVITY	2024/25 OPERATIONAL PLAN ACTION	RESPONSIBLE DIRECTORATE
LB2.2 Enhance town centres and public spaces 		
LB2.2.1 Create and maintain quality streetscapes, public and open spaces	LB2.2.1.1 Implement City Presentation Services	Planning & Environment
	LB2.2.1.2 Implement and monitor urban forest service levels	Community Assets
	LB2.2.1.3 Implement and monitor open space service levels	Community Assets
LB2.2.2 Develop and deliver a Public Art Strategy and support public art activities	LB2.2.2.1 Deliver public art in accordance with the Public Art Strategy and implementation plans (including Youth Participation Public Art)	Sport, Community & Activation
LB2.3 Identify and maintain city heritage and culture 		
LB2.3.1 Protect Camden's natural and built heritage	LB2.3.1.1 Conduct comprehensive Heritage Review	Planning & Environment
	LB2.3.1.2 Conduct Camden Town Centre Review	Planning & Environment
	LB2.3.1.3 Implement programs and initiatives in collaboration with the Heritage Advisory Committee	Planning & Environment

LB3. OUR TRANSPORT NETWORK IS EFFICIENT, SAFE AND INTEGRATED - LOCALLY AND REGIONALLY

2022/26 DELIVERY PROGRAM PRINCIPAL ACTIVITY	2024/25 OPERATIONAL PLAN ACTION	RESPONSIBLE DIRECTORATE
LB3.1 Improve public transport links, roads and transport options that support the growing community 		
LB3.1.1 Coordinate the planning and delivery of local infrastructure	LB3.1.1.1 Investigate the preparation of a local infrastructure plan	Planning & Environment
	LB3.1.2.1 Develop business improvement initiatives including standardisation of management systems and controls	Community Assets
	LB3.1.2.2 Manage and implement renewal, resealing and reconstruction works as part of the Works Delivery Program	Community Assets
	LB3.1.2.3 Manage the design and upgrade of roads and transport infrastructure in line with asset management plans	Growth and Finance

2022/26 DELIVERY PROGRAM PRINCIPAL ACTIVITY	2024/25 OPERATIONAL PLAN ACTION	RESPONSIBLE DIRECTORATE
LB3.1 Improve public transport links, roads and transport options that support the growing community (Cont.)		
LB3.1.3 Manage road safety and regulations in public spaces for public safety	LB3.1.3.1 Manage and implement sign renewal, replacement and maintenance as part of the Works Delivery Program	Community Assets
	LB3.1.3.2 Deliver traffic capital projects to improve road safety	Community Assets
LB3.1.4 Ensure transport links and options are adequate to meet community needs	LB3.1.4.1 Deliver works under the Pedestrian Access and Management Plan (PAMP)	Community Assets
	LB3.1.4.2 Manage civil construction maintenance requests and repair works across the LGA	Community Assets





PROSPEROUS

ADVANCING LOCAL ECONOMIC OPPORTUNITIES AND JOB CREATION

Growth and development in the Western Parkland City and development of Western Sydney International Airport provides opportunities never before available to Camden. These initiatives will sustain Camden's strong local economy.

Increasing local employment opportunities for the growing population requires efforts to attract new businesses and global institutions to Camden as an emerging regional centre for work and education for Western Sydney residents.

P1. OUR BUSINESS COMMUNITY IS STRONG, THRIVING AND CONNECTED AT LOCAL, REGIONAL, NATIONAL AND INTERNATIONAL LEVELS

2022/26 DELIVERY PROGRAM PRINCIPAL ACTIVITY	2024/25 OPERATIONAL PLAN ACTION	RESPONSIBLE DIRECTORATE
P1.1 Create diverse environments for business and workers to grow and thrive 		
P1.1.1 Facilitate diverse environments for business and workers through a supportive planning framework	P1.1.1.1 Implement short-term and ongoing actions of the Camden Centres and Employment Lands Strategy 2022	Planning & Environment
P1.1.2 Establish and promote a diversity of uses in employment lands and greenfield sites to attract businesses and workers	P1.1.2.1 Collaborate across Council to implement a place-based approach to Camden's strategic and local centres	Sport, Community & Activation
P1.2 Attract investment into the region 		
P1.2.1 Investigate and support opportunities to leverage future industrial and commercial hubs within the Western Sydney Aerotropolis	P1.2.1.1 Investigate opportunities for Camden's key and emerging sectors, by leveraging Western Sydney International Airport and Aerotropolis	Sport, Community & Activation
P1.2.2 Promote Camden LGA as a place for business, industry and government investment	P1.2.2.1 Participate in, and/or develop, initiatives to showcase investment opportunities in Camden	Sport, Community & Activation

2022/26 DELIVERY PROGRAM PRINCIPAL ACTIVITY	2024/25 OPERATIONAL PLAN ACTION	RESPONSIBLE DIRECTORATE
P1.2 Attract investment into the region (cont.)		
P1.2.3 Encourage and attract tourism opportunities and support the visitor economy	P1.2.3.1 Implement the Camden Destination Management Plan	Sport, Community & Activation
P1.3 Facilitate business and industry growth and support new ways of working		
P1.3.1 Investigate flexible work hubs	P1.3.1.1 Investigate the role of flexible work hubs	Sport, Community & Activation

P2. OUR LGA PROVIDES DIVERSE LOCAL JOB OPPORTUNITIES, SUPPORTED BY SKILLS AND TRAINING PATHWAYS TO EMPLOYMENT

2022/26 DELIVERY PROGRAM PRINCIPAL ACTIVITY	2024/25 OPERATIONAL PLAN ACTION	RESPONSIBLE DIRECTORATE
P2.1 Strengthen education, training, and career pathways		
P2.1.1 Partner with stakeholders to advocate for, or develop education and training programs that support business and industry needs	P2.1.1.1 Advocate for the expansion of tertiary education and training options	Sport, Community & Activation
P2.2 Partner with industry and the NSW Government to build a strong and diverse local economy		
P2.2.1 Conduct advocacy activities that support building a strong and diverse local economy	P2.2.1.1 Contribute to relevant NSW Government strategies that support a diverse local economy including place activation, cultural development and small business support	Sport, Community & Activation

P3. OUR LGA IS A DESIRABLE LOCATION FOR NEW AND EMERGING INDUSTRIES, BUSINESSES AND ENTREPRENEURS

2022/26 DELIVERY PROGRAM PRINCIPAL ACTIVITY	2024/25 OPERATIONAL PLAN ACTION	RESPONSIBLE DIRECTORATE
P3.1 Support small, local and start-up businesses		
P3.1.1 Provide opportunities to build the capacity of local businesses across a range of industries	P3.1.1.1 Deliver programs and initiatives to connect small and start-up businesses with relevant information and opportunities	Sport, Community & Activation

BALANCED


PROVIDING SUSTAINABLE AND RESPONSIBLE SOLUTIONS THAT ENHANCE OUR HERITAGE AND NATURAL ENVIRONMENT

Camden's natural environment is part of what defines its place in Greater Sydney and is something special to celebrate and care for.



At a state and city level, climate change resilience, working towards net zero emissions, building greater resilience to climate change impacts and city-greening require leadership on a local level for global impact.

Local actions for Camden's environment have impacts at a regional, state and global level while influencing individual health and wellbeing.

B1. OUR NATURAL ENVIRONMENT AND WATERWAYS ARE PROTECTED, WELL MAINTAINED AND ENHANCED FOR COMMUNITY ENJOYMENT



2022/26 DELIVERY PROGRAM PRINCIPAL ACTIVITY	2024/25 OPERATIONAL PLAN ACTION	RESPONSIBLE DIRECTORATE
B1.1.1 Facilitate environmental protection, restoration and urban greening, and reduce exposure to natural hazards	B1.1 Invest in environmental protection, restoration and urban greening	
	B1.1.1.1 Develop and implement Natural Areas Program	Community Assets
	B1.1.1.2 Implement Bushcare Program	Community Assets
	B1.1.1.3 Identify and implement stormwater management projects to improve stormwater outcomes for the LGA	Growth and Finance
	B1.1.1.4 Implement Waterways Maintenance Program	Community Assets
	B1.1.1.5 Deliver education programs to promote awareness around management of invasive weeds and conduct land inspections	Community Assets

2022/26 DELIVERY PROGRAM PRINCIPAL ACTIVITY	2024/25 OPERATIONAL PLAN ACTION	RESPONSIBLE DIRECTORATE
B1.2 Maintain, protect and increase Camden's tree canopy 		
B1.2.1 Lead a strategic approach to tree management and planting	B1.2.1.1 Implement the Urban Forest Strategy	Community Assets
	B1.2.1.2 Implement an Urban Forest Management Program using a risk-based approach	Community Assets
	B1.2.1.3 Develop a Street Tree Masterplan	Community Assets
B1.3 Manage the impact and integration of population growth responsibly within our natural environment 		
B1.3.1 Protect and enhance the connections between, and quality of, Camden's Blue and Green grid and enable a variety of passive and active recreation activities	B1.3.1.1 Implement actions from the Blue and Green Grid Vision	Planning & Environment
B1.3.2 Protect and enhance Camden's rural lands	B1.3.2.1 Review the Rural Lands Strategy 2018 following the review of the Western City District Plan	Planning & Environment


2022/26 DELIVERY PROGRAM PRINCIPAL ACTIVITY	2024/25 OPERATIONAL PLAN ACTION	RESPONSIBLE DIRECTORATE
B1.3 Manage the impact and integration of population growth responsibly within our natural environment (Cont.) 		
B1.3.3 Contribute to the environmental assessment processes to promote responsible development and manage the environmental impacts of new development and works	B1.3.3.1 Provide specialist advice for internal and external customers on natural resource management issues	Community Assets
B1.3.4 Deliver an education program to reduce stormwater pollution from building sites	B1.3.4.1 Conduct inspections of building sites to raise awareness and check compliance with environmental management requirements and take regulatory action where appropriate	Planning & Environment
B1.4 Facilitate community education and citizen science programs to foster appreciation and understanding of the natural environment 		
B1.4.1 Deliver community education programs on environmental protection and care	B1.4.1.1 Implement an education and engagement program for the community to raise awareness on ways to protect and enhance the natural environment and waterways	Community Assets

2022/26 DELIVERY PROGRAM PRINCIPAL ACTIVITY	2024/25 OPERATIONAL PLAN ACTION	RESPONSIBLE DIRECTORATE
B1.5 Maintain and enhance the natural environment		
B1.5.1 Deliver works that maintain and enhance natural areas in Camden	B1.5.1.1 Implement high priority actions from the Biodiversity Strategy and Biodiversity Corridor Master Plans	Community Assets

B2. OUR ENVIRONMENT IS INTEGRATED INTO THE DESIGN OF OUR TOWNS, VILLAGES, SUBURBS AND PLACES

2022/26 DELIVERY PROGRAM PRINCIPAL ACTIVITY	2024/25 OPERATIONAL PLAN ACTION	RESPONSIBLE DIRECTORATE
B2.1 Preserve and enhance the natural assets of the city 		
B2.1.1 Protect Camden's scenic and visual landscapes	B2.1.1.1 Implement recommendations from the Scenic and Visual Analysis	Planning & Environment
B2.2 Embed sustainability principles in the design, construction and maintenance of our buildings and places 		
B2.2.1 Ensure appropriate sustainability measures are implemented in new developments when assessing development applications and related applications	B2.2.1.1 Review and employ processes and practices to ensure appropriate sustainability measures are implemented in all developments	Planning & Environment
B2.2.2 Incorporate sustainability outcomes in Council projects	B2.2.2.1 Deliver the Camden Roads Renewal Program effectively and sustainably	Growth and Finance

B3. CLIMATE IMPACTS AND RISKS IN CAMDEN ARE WELL MANAGED

2022/26 DELIVERY PROGRAM PRINCIPAL ACTIVITY	2024/25 OPERATIONAL PLAN ACTION	RESPONSIBLE DIRECTORATE
B3.1 Build community resilience to climate impacts 		
B3.1.1 Investigate and implement climate change adaptation measures for Council and the community	B3.1.1.1 Develop and implement a Climate Mitigation and Adaptation Plan for Council and the community	Community Assets
	B3.1.1.2 Develop and implement a community education program to build awareness and understanding of climate issues including urban heat, climate mitigation and adaptation and emergency responses	Community Assets
B3.2 Deliver effective climate mitigation and adaption measures 		
B3.2.1 Implement the Local Strategic Planning Statement priority to improve Camden's resilience to hazards and extreme weather events and reduce emissions, manage waste and increase energy efficiency	B3.2.1.1 Implement the Local Strategic Planning Statement short-term actions	Planning & Environment
B3.2.2 Ensure the design of assets and maintenance program mitigate the impacts of climate risks	B3.2.2.1 Review and update LGA flood data to incorporate climate risks	Growth and Finance
	B3.2.2.2 Deliver flood mitigation projects and advocate for drainage and riparian management as a means of mitigating flood impacts	Growth and Finance

B4. OUR COMMUNITY IS RESOURCED, EFFICIENT AND ABLE TO MEET OUR VISION AND OBJECTIVES

2022/26 DELIVERY PROGRAM PRINCIPAL ACTIVITY	2024/25 OPERATIONAL PLAN ACTION	RESPONSIBLE DIRECTORATE
B4.1 Develop a pathway to net zero carbon		
B4.1.1 Prepare Camden Council to operate effectively in a net zero future	B4.1.1.1 Implement actions to work towards net zero emissions	Community Assets
B4.2 Collect and manage waste effectively and efficiently		
B4.2.1 Partner with neighbouring councils for a regional waste solution	B4.2.1.1 Implement regional waste processing and disposal contract	Planning & Environment
B4.2.2 Deliver a Camden Waste Strategy	B4.2.2.1 Develop and implement a Camden Waste Management Strategy	Planning & Environment
B4.2.3 Manage waste collection services	B4.2.3.1 Implement waste collection services	Planning & Environment
B4.3 Encourage energy and resource efficiency opportunities		
B4.3.1 Reduce Council's energy and water consumption	B4.3.1.1 Identify and implement actions to reduce energy and water consumption	Community Assets
B4.3.2 Encourage energy and resource efficiency across the community	B4.3.2.1 Develop and deliver an education and engagement program for the community to raise awareness on ways to reduce energy, water usage and emissions	Community Assets




LEADING

A SUCCESSFUL ADVOCATE FOR OUR PEOPLE AND PLACES


With big changes happening across the region, Council can be a strong and forward-thinking leader to tackle global challenges and create opportunities for the Camden community. Leadership is essential to the other four key directions.

Council will lead sustainable operations and innovate with its partners to create positive outcomes for the current community and future generations.

L1. OUR CAMDEN IS A LEADING COUNCIL IN THE WESTERN PARKLAND CITY, INFLUENCING METROPOLITAN PLANNING AND DECISION-MAKING



2022/26 DELIVERY PROGRAM PRINCIPAL ACTIVITY	2024/25 OPERATIONAL PLAN ACTION	RESPONSIBLE DIRECTORATE
L1.1 Advocate to realise our vision for Camden's future		
L1.1.1 Be an effective advocate for the Camden community's needs	L1.1.1.1 Implement relevant actions from the Camden Advocacy Action Plan	Sport, Community & Activation
	L1.1.2.1 Advocate for critical transport infrastructure, services and funding for Camden	Planning & Environment
	L1.1.2.2 Continue to collaborate with other local, state and national partners to support initiatives of the Western City Digital Action Plan (led by The Parks) and Western Sydney Planning Partnership (WSPP)	Customer & Corporate Strategy
L1.1.2 Engage with all three tiers of government through the Western Sydney City Deal to support Camden's place in the Western Parkland City	L1.1.2.3 Collaborate with local, state and national partners on initiatives that enhance Camden's way of life	Sport, Community & Activation
	L1.1.2.4 Continue to work with the Western Parkland Councils on joint regional priorities including ongoing arrangements for the Western Sydney Planning Partnership and Health Alliance	Planning & Environment
	L1.1.2.5 Lead the preliminary planning of Councils release area with the required infrastructure and services	Growth and Finance


2022/26 DELIVERY PROGRAM PRINCIPAL ACTIVITY	2024/25 OPERATIONAL PLAN ACTION	RESPONSIBLE DIRECTORATE
L1.2 Build and strengthen partnerships across the Government and industry		
L1.2.1 Continue to partner with the Department of Planning and Environment (DPE) on major projects	L1.2.1.1 Report on progress of designs for new road projects funded by DPE in the Leppington Precinct	Growth and Finance
	L1.2.1.2 Seek funding for Infrastructure eg State and Federal	Growth and Finance
L1.2.2 Liaise with and support local emergency services to prepare the community for emergency events	L1.2.2.1 Maintain the currency of the Emergency Management Plan	Community Assets
	L1.2.2.2 Coordinate, liaise with and support the Local Emergency Management Committee	Community Assets

2022/26 DELIVERY PROGRAM PRINCIPAL ACTIVITY	2024/25 OPERATIONAL PLAN ACTION	RESPONSIBLE DIRECTORATE
L1.2.3 Plan for future growth through partnerships with neighbouring councils, the NSW Government and other stakeholders	L1.2 Build and strengthen partnerships across the Government and industry (Cont.)	
	L1.2.3.1 Review the Local Strategic Planning Statement (LSPS) post finalisation of the revised Western City District Plan	Planning & Environment
	L1.2.3.2 Align local plans to regional and district-level strategic land use and transport plans, such as regional transport corridors, and indicate locations of future centres around rail stations	Planning & Environment
	L1.2.3.3 Contribute to the NSW Government's work on land use planning, sequencing of land release, infrastructure planning and implementation of special infrastructure contributions for Camden precincts	Planning & Environment
	L1.2.3.4 Partner with DPE to investigate barriers to development and implement initiatives to facilitate and support industry to build quality and affordable housing to meet local needs	Planning & Environment



2022/26 DELIVERY PROGRAM PRINCIPAL ACTIVITY	2024/25 OPERATIONAL PLAN ACTION	RESPONSIBLE DIRECTORATE
L1.2 Build and strengthen partnerships across the Government and industry (Cont.)		
L1.2.4 Coordinate the design and delivery of infrastructure by Council, the NSW Government, developers and utility authorities	L1.2.4.1 Deliver the infrastructure program for Leppington	Growth and Finance
	L1.2.4.2 Lead the planning for infrastructure for the Camden LGA	Planning & Environment
L1.2.5 Be recognised as a leader in sustainability by becoming a Gold Partner of the NSW Government's Sustainability Advantage Program	L1.2.4.3 Implement plans and strategies to meet the criteria for Gold Partner Recognition	Community Assets
L1.3 Conduct business on behalf of Council in an open, transparent and consistent manner		
L1.3.1 Implement the Integrated Planning and Reporting (IPR) framework within Council	L1.3.1.1 Complete all IPR requirements including reporting against the Delivery Program 2022 - 2026 and Operational Plan 2024/2025 and Annual Report and End of Term Report	Customer & Corporate Strategy
	L1.3.1.2 Continue to build awareness and capability across the organisation to support the rollout and development of IPR to business plan and workplan level	Customer & Corporate Strategy
L1.3.2 Implement Council's Information and Data Governance Framework	L1.3.2.1 Implement foundational initiatives of the Data & Insights Strategy which supports the establishment of Data Governance capabilities.	Customer & Corporate Strategy


L2. OUR COUNCIL IS FORWARD THINKING AND BUILDS VALUE FOR THE COMMUNITY




2022/26 DELIVERY PROGRAM PRINCIPAL ACTIVITY	2024/25 OPERATIONAL PLAN ACTION	RESPONSIBLE DIRECTORATE
L2.1 Ensure Council effectively manages and develops its staff 		
L2.1.1 Embrace new capabilities and a commitment to continuous learning	L2.1.1.1 Review and implement Council's Learning and Development framework and programs at all levels	Customer & Corporate Strategy
	L2.1.1.2 Implement Workforce Management Strategy Actions	Customer & Corporate Strategy
L2.1.2 Promote and advocate Council as a local employer	L2.1.2.1 Deliver a Council traineeship and apprenticeship program	Customer & Corporate Strategy
L2.2 Council builds opportunities for continuous improvement through service delivery that reflects need 		
L2.2.1 Implement innovative initiatives to further embed a culture of continuous improvement across Council	L2.2.1.1 Continue to promote and build awareness of Council's Innovation Space Program	Customer & Corporate Strategy
L2.2.2 Conduct service reviews to increase efficiency and effectiveness of service, creating best value for our customers	L2.2.2.1 Conduct four Service Reviews	Customer & Corporate Strategy
	L2.2.2.2 Improve civil construction service delivery to support the growth and existing program	Community Assets

2022/26 DELIVERY PROGRAM PRINCIPAL ACTIVITY	2024/25 OPERATIONAL PLAN ACTION	RESPONSIBLE DIRECTORATE
L2.3 Champion a responsive customer experience 		
L2.3.1 Use technology to improve services and to provide accurate and relevant information to internal and external customers	L2.3.1.1 Optimise e-services for planning controls and development assessment process within Council's website and the NSW Planning Portal	Planning & Environment
L2.3.2 Be a customer centric organisation by adhering to the Customer Service Charter and Customer Experience Strategy	L2.3.2.1 Respond promptly, fairly and effectively to customer requests	Customer & Corporate Strategy
	L2.3.2.2 Seek customer feedback to measure organisational performance to internal and external customers	Customer & Corporate Strategy
	L2.3.2.3 Implement Customer Experience Strategy	Customer & Corporate Strategy
L2.3.3 Provide an enterprise risk management framework to enable a consistent approach across Council	L2.3.3.1 Review and implement enterprise risk management framework across Council	Customer & Corporate Strategy
L2.3.4 Provide a safety assurance management plan to enable a consistent approach across Council	L2.3.4.1 Implement and review Safety Assurance Management Plan across Council	Customer & Corporate Strategy
L2.3.5 Execute the customer focus initiatives in the Digital Innovation Strategy	L2.3.5.1 Implement the Digital Presence Review Program	Customer & Corporate Strategy

L3. OUR COUNCIL DECISIONS ARE INFORMED, ACCOUNTABLE AND TRANSPARENT

2022/26 DELIVERY PROGRAM PRINCIPAL ACTIVITY	2024/25 OPERATIONAL PLAN ACTION	RESPONSIBLE DIRECTORATE
L3.1 Manage resources to meet the needs of the city 		
L3.1.1 Ensure projects are well managed and on time to strengthen Council's services to the community	L3.1.1.1 Deliver Project Quality Audit Program	Customer & Corporate Strategy
L3.2 Communicate effectively with the community and stakeholders to promote opportunities 		
L3.2.1 Undertake a robust program of business engagement and information dissemination	L3.2.1.1 Inform businesses of trends and changes in economic, industry and government landscapes	Sport, Community & Activation
L3.2.2 Ensure all communications from Council are accurate, consistent, transparent and easy to understand	L3.2.2.1 Publish regular, consistent, transparent and easy to understand Council communications through digital and print	Sport, Community & Activation

2022/26 DELIVERY PROGRAM PRINCIPAL ACTIVITY	2024/25 OPERATIONAL PLAN ACTION	RESPONSIBLE DIRECTORATE
L3.3 Integrate long-term financial planning, safety, risk and strong governance across all Council operations 		
L3.3.1 Provide systems and advice for risk and safety to be managed effectively and to assist decision-making	L3.3.1.1 Conduct regular safety audits and investigations	Customer & Corporate Strategy
	L3.3.1.2 Develop and maintain safety risk registers	Customer & Corporate Strategy
	L3.3.1.3 Conduct quarterly risk reviews	Customer & Corporate Strategy
L3.3.2 Execute Getting the Basics Right and cyber security initiatives within the Digital Innovation Strategy	L3.3.2.1 Continue to review effectiveness of Information and Communication Technology (ICT) Governance controls and develop a plan to improve/implement actions to address any gaps	Customer & Corporate Strategy
	L3.3.2.2 Implement initiatives on the Cyber Resilience Strategy addressing Council's very high and high risks relating to Information/Cyber Security	Customer & Corporate Strategy
L3.3.3 Provide systems for monitoring Council's performance, risk and areas for improvement	L3.3.3.1 Coordinate the Audit, Risk and Improvement Committee (ARIC)	General Manager
	L3.3.3.2 Review annually the risk-based Internal Audit Plan	General Manager
	L3.3.3.3 Conduct audits and identify areas for improvement	General Manager
	L3.3.3.4 Implement new legislative requirements for Audit, Risk and Improvement Committees, Risk Management and Internal Audit	General Manager

2022/26 DELIVERY PROGRAM PRINCIPAL ACTIVITY	2024/25 OPERATIONAL PLAN ACTION	RESPONSIBLE DIRECTORATE
L3.3 Integrate long-term financial planning, safety, risk and strong governance across all Council operations (Cont.)		  
L3.3.4 Ensure Council maintains its strong financial position to support decisions that underpin long-term financial sustainability	L3.3.4.1 Prepare and submit Quarterly Budget Review Statements and Annual Financial Statement in line with statutory requirements	Growth and Finance
	L3.3.4.2 Review and update the Annual Budget and Long-Term Financial Plan and ensure alignment with the Asset Management Plan and Workforce Management Strategy	Growth and Finance
L3.3.5 Manage Council-owned properties in line with community expectations and realise potential revenue opportunities	L3.3.5.1 Undertake regular reviews of licences and leases on Council owned properties and manage properties in accordance with agreements	Growth and Finance
	L3.3.5.2 Inspect all properties and audit agency agreements with managing agents to ensure compliance with current lease and/or licence agreements	Growth and Finance
	L3.3.5.3 Undertake a review of Council's land portfolio to ensure highest and best use of the land is achieved	Growth and Finance
	L3.3.5.4 Undertake a review of Council's investment properties to ensure objectives are achieved	Growth and Finance
L3.3.6 Prepare asset management plans, strategies and policies to support long term financial planning for assets	L3.3.6.1 Investigate and design improvements to Council's asset management systems for Plans and Strategies, and monitoring and forecasting cost/benefits of the assets delivery program	Growth and Finance



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MEASURING SUCCESS

Council actively monitors its progress in achieving the objectives stated under five Key Directions within the Community Strategic Plan through the implementation of the Delivery Program against the listed performance indicators.

**WELCOMING****LIVEABLE****PROSPEROUS****BALANCED****LEADING**

KEY DIRECTION	OBJECTIVE	DELIVERY PROGRAM INDICATOR
Welcoming	W1 - Our community is welcoming and inclusive, everyone feels included and involved	Number of activation programs and networking events delivered to support community inclusion and diversity
		Number of initiatives delivered against planned programs that support community inclusiveness and foster community cohesion
		Number of actions and/or initiatives delivered through Library Services
Liveable	W2 - Our community is healthy and active with access to open space, facilities and services that support wellbeing	Number of actions completed that support access to public spaces to improve community wellbeing
	W3 - Our community has opportunities to design and build safe and inviting places for all to enjoy	Number of Swimming Pool inspections undertaken in accordance with Council's inspection program each year
	LB1 - Our community harnesses local creativity, and supports new technologies and innovations	Number of Smart City Initiatives implemented relating to new technologies and smart infrastructure to support community
		Number of digital transformation initiatives implemented relating to improvement of services and enhancing customer experience
		Percentage of Development Applications determined within 40 days
		Percentage of Development Applications determined within 60 days
		Mean Development Application assessment time
		Median Development Application assessment time
	LB2 - Our public spaces and places are vibrant and accessible	Percentage of major projects on track within allocated budget
		Percentage of programmed asset inspections completed

KEY DIRECTION	OBJECTIVE	DELIVERY PROGRAM INDICATOR
Liveable	LB3 - Our transport network is efficient, safe and integrated - locally and regionally	Percentage of local roads, walkways, cycleways and bridges are maintained against the planned Works Program
		Number of initiatives delivered to improve road safety
Prosperous	P1 - Our business community is strong, thriving and connected at local, regional, national and international levels	Number of initiatives delivered to promote and facilitate investment and industry growth in the LGA
	P2 - Our LGA provides diverse local job opportunities, supported by skills and training pathways to employment	Number of initiatives conducted to promote and support expansion of education and training in the LGA
	P3 - Our LGA is a desirable location for new and emerging industries, businesses and entrepreneurs	Number of initiatives conducted to support local business and industry
Balanced	B1 - Our natural environment and waterways are protected, well maintained and enhanced for community enjoyment	Number of building sites inspected to reduce pollution into waterways
		Areas of natural environments/bushlands actively managed
	B2 - Our environment is integrated into the design of our towns, villages, suburbs and places	Number of programmed actions commenced and/or implemented from the Blue and Green Grid
	B3 - Climate impacts and risks in Camden are well managed	Number of mitigation and/or adaptation actions to reduce climate risk
	B4 - Our community is resourced, efficient and able to meet our vision and objectives	Maintain service levels for waste services

KEY DIRECTION	OBJECTIVE	DELIVERY PROGRAM INDICATOR
Leading 	L1 - Our Camden is a leading Council in the Western Parkland City, influencing metropolitan planning and decision-making	Number of advocacy activity and partnerships initiated as a lead Council in the Western Parkland City
	L2 - Our Council is forward thinking and builds value for the community	Number of service reviews completed
	L3 - Our Council decisions are informed, accountable and transparent	Percentage of internal audit performed across Council Number of reports brought to Council for decision-making



PART 4: FINANCIAL MANAGEMENT

2024/25 REVENUE & PRICING POLICY

In accordance with the Local Government Act 1993 and General Regulations 2021, Council is required to prepare an Annual Revenue Policy Statement. The following information outlines how Council will generate its revenue for the 2024/25 financial year and the major sources of revenue which fund Council's operations.

WHERE DOES COUNCIL'S REVENUE COME FROM?

In formulating this policy, it was considered necessary to identify the current sources of revenue and how they are used to fund the key directions identified in the Community Strategic Plan.

Operating and capital revenue for the 2024/25 financial year have been summarised into the following categories:

1. Rating Income
2. User Fees & Charges (including Domestic Waste Management Charges)
3. Investment Income
4. Government Grants (Not tied to Expenditure)
5. Government Grants (Tied to Expenditure)
6. Loan Borrowings
7. Developer Contributions
8. Income from the Sale of Assets
9. Cash Reserves & Restrictions
10. Stormwater Management Levy

RATING INCOME

Rating Income is generated by a levy on properties within the Council Local Government Area (LGA) for the provision of local government services. Council is committed to the implementation of a fair and equitable rating system, where each rating category and property will contribute to the rate levy according to the demands placed on Council's resources.

Council has the following rating categories for rateable land in the Camden Local Government Area:

1. Residential
2. Business
3. Farmland - Ordinary
4. Farmland - Intensive

These rating categories have been in place since 1994.

Camden Council's rates consist of a base charge (\$760 proposed in 2024/25) and an ad-valorem charge. The base charge amount is a standard amount which is applied to all properties. The ad-valorem charge is a distribution of the residual rating income, calculated as a proportion of the property's land valuation.

The land valuation calculated for each property is determined by the Valuer General's Department and is reviewed every three years.

Council calculates its rating charges with the intention of generating 50% of the total rate levy from the base charge (or as close thereto as possible). The basis of this is that such a rating structure will provide the fairest and most equitable distribution of the rate levy in the Camden LGA.

SUPPLEMENTARY RATE INCOME

Additional rate income through growth (supplementary rate income) has been calculated in line with housing supply forecasts released by the NSW Department of Planning. Lot release projections for the 2024/25 financial year are estimated at 1,850 lots.

Council's supplementary rate income is reviewed quarterly and if required, adjustments are made at the next quarterly budget review.

IPART RATE PEG CALCULATION METHODOLOGY

In November 2023, the Independent Pricing and Regulatory Tribunal (IPART) announced that the 2024/25 rate peg would be set using a new rate peg methodology.

Under the new calculation methodology, the rate peg is determined using a Base Cost Charge, which considers three major areas of expenditure. This includes employee costs, asset costs and all other operating costs. The final rate peg is then adjusted by a productivity factor, a population factor for each council and an ESL factor for each council.

The total rate peg approved by IPART for Camden for the 2024/25 financial year is 8.2%

IPART have recently commenced a review into the financial model for councils in NSW. Council will actively monitor and provide input into this important review.

LAND VALUATIONS

Rating income levied in the 2024/25 financial year will be based on the land valuations determined by the Valuer General's Department with a base date of 1 July 2022. Land value is the value of the land only and does not include the value of the home or other improvements on the land.

Land Valuations are issued by the Office of the New South Wales Valuer General and are determined under the *Valuation of Land Act 1916*. The Valuer General is responsible for providing fair and consistent land values for rating and taxing purposes. Council has no control or input into the valuation process.

Landholders wanting to know more about their land value or the valuation system can call 1800 110 038 or visit the Valuer General's website at www.valuergeneral.nsw.gov.au.

RATING OF SUBDIVIDED LAND

Following the sub-division of a parcel of land, rates cannot be levied on new lots until supplementary valuations have been provided to the Council by the Valuer General and Council has categorised each of the new parcels. Once this has happened, Council can levy rates on a pro-rata basis from the date the deposited plan was registered.

When Council levies rates on new parcels of land on a pro-rata basis, an adjustment must be made in respect of the land that existed prior to the sub-division to reflect that rates and charges are only payable on that parcel up until the date of sub-division.

VOLUNTARY PENSIONER REBATE

In accordance with section 575 of the *Local Government Act 1993*, Council provides a rebate to eligible pensioners for annual rates and domestic waste charges of \$250.

In June 2022, Council resolved to provide an additional voluntary pension rebate of \$50 to eligible pensioners, bringing the total pension rebate amount to \$300.

The provision of an additional voluntary pension rebate is permissible under section 582 of the *Local Government Act 1993*, which states that a council may waive or reduce rates, charges and interest due by any person prescribed by the regulations who is in receipt of a pension, benefit or allowance under the *Social Security Act 1991*.

USER FEES AND CHARGES

Council has the ability to generate revenue through the adoption of a fee or a charge for services or facilities. Fees and charges are reviewed on an annual basis in conjunction with the preparation of the annual budget.

The fees and charges which Council can charge can be split into two categories:

1. Regulatory fees - These fees are generally determined by State Government Legislation, and primarily relate to building, development or compliance activities. Council has no control over the calculation, and any annual increases of these fees and charges.
2. Discretionary Fees - Council has the capacity to determine the charge or fee for discretionary works or services such as the use of community facilities and access to community services.

The general principles under which Council sets its fees and charges take into account the works and services provided, the comparable commercial value, and the ability of residents to pay at the pricing level determined appropriate. The general principles that Council supports in its pricing policy are to:

1. Ensure the community receives the maximum possible benefit from the services provided and from the limited resources which are used to provide that service,
2. Recognise that there is an element of community benefit in Council providing certain works and services, and as such that a level of general fund contribution be incorporated into the determining of some fees and charges,

3. Where a service is provided which is considered a commercial activity, that an appropriate fee be charged which recovers the cost of the service, the consumption of assets and an appropriate return on investment, which is in no way subsidised by the community.

The majority of discretionary fees and charges for the 2024/25 financial year are proposed to be increased by 2.9%. This does not include fees which are set by regulation, are prepared on a cost-recovery basis or where Council provides the service in a competitive market.

DOMESTIC WASTE MANAGEMENT CHARGES

Within Council's 2024/25 Fees and Charges, domestic waste service charges are proposed to be increased by 5.0%. This increase is required to recover the cost of providing the service, the expected increase in disposal costs and to ensure sufficient funding is available for Council's waste management plant replacement program.

The list of charges applicable to domestic waste management services can be found in the Fees & Charges Schedule for the 2024/25 financial year.

MERCHANT SERVICE COST RECOVERY

A Merchant Service Fee is charged by financial institutions for providing merchant services. They are calculated as a percentage of each credit card sale and are charged whenever a credit card transaction is processed.

Council will continue to charge a merchant service cost recovery fee on all payments made by customers using a credit card. The fee is calculated on the basis of full cost recovery of the charges incurred by Council.

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INVESTMENT INCOME

Council has an adopted Investment Policy. The overall objective of this policy is to ensure that Council invests its funds:

1. In accordance with the requirements of the *Local Government Act 1993*, and
2. To maximise the return on investments after taking into consideration the level of risk attributable to the type of investment made, and the level of funds required to ensure that Council meets its budget obligations.

The policy outlines:

- the manner in which Council may invest funds,
- the risk profile considerations for investment categories,
- the institutions and products which Council can invest in,
- the reporting requirements of Council's investment portfolio.

Interest on investments is received on three types of funding:

- General fund revenue raised through the year from all sources of revenue (excluding restricted reserves and Developer contributions),
- Restricted reserves held until expended,
- Developer contributions held until expended.

Council has control over the interest it earns on general fund revenue and unrestricted reserves, but Developer Contributions interest on investments must be used for the purpose for which the contribution relates. The interest Council earns on general fund revenue is untied and forms part of Council's consolidated revenue for distribution across services that are not funded by restricted funds.

Council uses Access Economics business outlook data to determine its long-term projections on interest on investment income. As Council consistently performs above the official cash rate (Reserve Bank of Australia), a performance factor of 2.0% has been added for the 2024/25 financial year.

Interest projections for the 2024/25 budget have been prepared on the basis of generating a return on investment of 5.6%. Council is currently achieving a return on its investment portfolio of approx. 5.23% (February 2024).

Asset base growth has also been included in budget modelling for the 2024/25 financial year at 5.00%.

GOVERNMENT GRANTS (NOT TIED TO EXPENDITURE)

Grant revenue is obtained from the Federal and State Governments. Grants can either be untied (Council has the discretion to allocate the funds where it sees fit) or tied (must be used for a specific purpose).

Council's primary source of untied grant income is the Financial Assistance Grant. This grant is used in conjunction with rate income to cover the cost of providing services not funded by tied income. The Financial Assistance Grant is distributed to local councils by the Local Government Grants Commission.

GOVERNMENT GRANTS (TIED TO EXPENDITURE)

In the past, the majority of tied grants related to main roads, infrastructure projects, employment schemes, library and community services. It has been Council's policy to apply for grants when they become available, but at times there has been uncertainty as to whether particular grants would continue on an annual basis. This places pressure on Council's budget and the provision of service levels currently offered by Council.

Therefore, regular contact with government departments is maintained to maximise the opportunity of obtaining grants.

Council is mindful that most grants are issued by government on a dollar-for-dollar basis. This type of funding arrangement impacts on Council's available resources and ability to fund existing services. This fact is taken into consideration when assessing available grants.

LOAN BORROWINGS

Council's position on funding expenditure through loan borrowings is:

1. Funds will only be borrowed for specific infrastructure projects, which are clearly linked to the community's expectations as outlined within Council's Community Strategic Plan,
2. Council will consider the use of loans to ensure existing residents are not burdened with the cost of infrastructure which will be enjoyed by future generations,
3. Loan borrowings will only be considered after all potential funding strategies have been investigated, including the use of any existing cash reserves and external funding opportunities,
4. The use of loan borrowings to fund operational shortfalls or service expansion is not permitted,
5. The use of loan borrowings for the purpose of leveraging an investment is not permitted,
6. Council will review its long-term financial plan to ensure there is capacity to service debt from recurrent revenues.

Council will take advantage of being able to access loans through the NSW State Government (T-Corp) and will actively pursue funding through initiatives such as the Low-Cost Loan Initiative.

Further information on loan borrowings can be found on page 94.

DEVELOPER CONTRIBUTIONS

Section 7.11 and Section 7.12 Developer Contributions are a levy that Council can impose on development to assist with the funding of infrastructure that is required due to urban development. They can only be imposed as a condition of consent and are only payable if a property owner is proposing to develop their site.

In order to levy a contribution, Council must first adopt a Contributions Plan. The plan sets out what infrastructure is needed, the likely timing of its construction, the cost of the works and how the cost is to be shared by developers and Council. Council can only levy a contribution if it is in accordance with an adopted Plan.

The *Environmental Planning and Assessment Act* sets out the rules for development contributions. The Minister for Planning may issue directions that can provide further detail to the rules, such as imposing a cap on the contributions. The Department of Planning and Environment issues circulars and planning guidelines to help explain the rules.

Council has the option to permit developers to construct works or dedicate land in lieu of paying cash contributions. Where this happens, the developer will enter into either a Works in Kind Agreement or a Voluntary Planning Agreement. These agreements are legally binding contracts that specify what the developer must do and by when.

CAP ON CONTRIBUTIONS SECTION 7.11 CONTRIBUTIONS PLANS

In 2012, the NSW State Government introduced a cap on the per lot contributions paid under a Section 7.11 plan (unless the plan is grandfathered). This change also limited the types of infrastructure that a council could levy for a plan. This change means that councils will be required to find other funding sources in order to provide some types of infrastructure.

The cap was removed from 1 July 2020 but the issue of funding Infrastructure such as Community Centres, Libraries and Leisure Centres remains a long-term issue for greenfield development.

INCOME FROM THE SALE OF ASSETS

Council has a limited portfolio of property holdings which are not engaged in the delivery of essential services to the community. The majority of Council's assets deliver on services such as:

- Transport Infrastructure,
- Environmental services, such as stormwater management,
- Community Facilities,
- Operational Assets, including administration buildings.

Council does not actively participate in the purchase of property as an investment. The limited number of property investments which Council currently owns primarily relate to land holdings within industrial, commercial and residential areas within the Camden LGA.

Council will consider the sale of surplus land where funds are required for capital purposes. Council's criteria for the sale of property assets are as follows:

- The asset is no longer used, or is not required for the provision of a core community service,
- The asset has reached the end of its useful life and provides no further tangible benefit to the community,
- Market conditions indicate that the asset could provide a substantial return which could be used to fund other capital investments,
- The asset is incurring a higher level of maintenance cost than would normally be expected.

While revenue generated from the sale of land assets could be used to alleviate operational budget pressures, this is a financially unsustainable measure as the funding would only provide a short-term solution.

In accordance with Council's Plant Replacement Policy, Council intends to dispose of a number of plant and machinery items which have reached the end of their useful life. The 2024/25 Budget includes an estimate for plant disposal of \$527,000.

Indicative forecasts have been included in future years in relation to the subdivision of property located at Camden Valley Way, Elderslie and remaining Sale of Biodiversity Credits.

LEASE INCOME

The completion of the Oran Park administration building (Stage 1) enabled Council to lease the previous administration centres at Camden and Narellan. Council also receives lease income for air rights over the Camden Valley Way from the Narellan Town Centre. A number of other residential and commercial buildings are leased by Council on a commercial basis.

CASH RESERVES AND RESTRICTIONS

Council has a number of cash reserves which are either a legislative requirement (externally restricted) or have been established through a Council decision (internally restricted).

In December 2023, Council adopted a Financial Reserves Policy. The Financial Reserves Policy outlines the mechanisms in place to establish, maintain and report on funds held in external and internal reserves. Importantly, all decisions in relation to Council's financial reserves are to be made via a formal resolution of Council.

External reserves are created as a result of a legislative requirement. They can only be used for the specific purpose for which the reserve was created and cannot be used for general operations. Internal reserves are established at the discretion of Council and can be used for specific projects, programs, or financial provisions.

The balance of Council's cash reserves is considered annually as part of the budget process. Reserves that have funding shortfalls are considered a priority to be funded (replenished) as part of the budget process, as this could have an impact on Council's long-term financial sustainability.

The need for a new reserve is considered as part of Council's long-term financial planning. A new reserve can only be established by a resolution of Council.

Council's current policy is to maintain a minimum working funds balance of \$1 million. This amount represents funds readily available in cash, which are not committed in Council's current budget. This amount has been deliberately set aside by Council

to allow for situations where emergency funding is required due to a major unforeseen circumstance within the LGA. The level of minimum working funds held by Council will be reviewed as Council's budget grows.

STORMWATER MANAGEMENT LEVY

In 2006, the State Government enacted the Local Government (General) Amendment (Stormwater) Regulations 2006. These regulations allow councils to charge a maximum of \$25 p.a. per occupied allotment for the provision of additional stormwater management services to residents in urban areas who benefit from Council provided stormwater services.

For the purposes of the Act, stormwater management is defined as the management of the quantity and quality of stormwater that flows off a parcel of privately owned, developed urban land. Urban land is land within a city, town or village.

The levy can only be charged in areas where Council provides a stormwater management service. Income from the levy can only be used by Council for the purpose for which it is collected. Council must also maintain its existing stormwater management program.

Council has taken the approach that this levy will be used to educate and promote awareness in the community, ensure the efficient flow of stormwater through the LGA and an improvement in the quality of water flowing into our streams and rivers.

Progress on the implementation of the works is reported to the community through Council's Annual Report.

The levy is to be charged as follows:

1. For land categorised as residential - \$25
2. For residential Strata lots - \$12.50 (50% of the adopted charge as applied to residential properties).
3. For land categorised as business - \$25 per 700 square metres or part thereof (the business levy is capped at \$1,000).
4. For business strata complexes - \$25 per 700 square metres or part thereof. The cost is then divided on a pro-rata basis between the lots (the business strata levy is capped at \$1,000 for each individual parcel).

The following exemptions to the Stormwater Management Levy will continue to apply:

- Land exempt from rating under the *Local Government Act 1993*, such as schools, churches or hospitals,
- Vacant Land (as defined under the Local Government (General) Amendment Regulation 2006),
- Land owned by the Department of Housing,
- Some land managed under the Aboriginal Housing Act,
- Pensioners (see below).

Ratepayers who currently receive a pension rebate will be exempt from this levy providing they qualify for the pension rebate on 1 July of any given rating year. This will be shown on the rate notice as a Stormwater Management Levy Rebate.

The stormwater management levy will generate approximately \$1.159 million in the 2024/25 financial year.

2024/25 EXISTING STORMWATER MANAGEMENT MAINTENANCE PROGRAM

ITEM	ITEM DESCRIPTION	2024/25	2025/26 PROPOSED	2026/27 PROPOSED	2027/28 PROPOSED
Capacity Building					
Stormwater Education	Stormwater Education Officer	\$109,600	\$113,600	\$116,300	\$120,100
Catchment Management	Catchment Projects Officer	\$138,200	\$143,000	\$146,500	\$151,100
Sub Total - Water Quality		\$247,800	\$256,600	\$262,800	\$271,200
Maintenance					
Drainage Pipe/Pit Maintenance	Allows for the maintenance of the drainage pipe network and pit junctions in the Camden LGA. The maintenance works relate primarily to drains which are adjacent to roads or run underneath roads.	\$113,600	\$116,300	\$115,900	\$122,400
Aquatic Plant Maintenance	Allocated for the removal of noxious weeds and reducing excessive weeds in open water bodies and streams within the Narellan Catchment Area. This allows for improved water flow control and improvements in natural habitat.	\$62,000	\$61,000	\$54,900	\$57,600
Lake Annan Ibis Management	Funding will allow for the ongoing management of the Ibis population which inhabit the surrounds of Lake Annan, Mount Annan.	\$17,500	\$17,500	\$17,500	\$18,400
Sub Total - Maintenance		\$193,100	\$194,800	\$188,300	\$198,400
Community Education					
Water Quality Monitoring and Testing	Better Understanding of Stormwater Systems	\$5,000	\$5,000	\$5,000	\$5,000
Sub Total - Community Education		\$5,000	\$5,000	\$5,000	\$5,000
Projects					
Project Allocation		\$16,004	\$0	\$0	\$0
Sub Total - Projects		\$16,004	\$0	\$0	\$0
Total - Stormwater Management		\$461,904	\$456,400	\$456,100	\$474,600

2024/25 STORMWATER MANAGEMENT LEVY WORKS PROGRAM

ITEM	OUTCOME	NOTES	2024/25	2025/26 PRO-POSED	2026/27 PRO-POSED	2027/28 PRO-POSED
Capacity Building						
Basin Inspections	Improved Asset Performance	1	\$92,800	\$95,900	\$97,800	\$100,700
Sub Total - Capacity Building			\$92,800	\$95,900	\$97,800	\$100,700
Community Education						
Education and Promotion	Increase Community Awareness	2	\$16,100	\$16,400	\$16,700	\$17,000
Water Quality Monitoring and Testing	Better Understanding of Stormwater Systems	3	\$101,200	\$103,200	\$105,300	\$107,400
Sub Total - Community Education			\$117,300	\$119,600	\$122,000	\$124,400
Maintenance						
Urban GPT Maintenance	Improved Water Quality	4	\$644,250	\$657,100	\$670,200	\$683,600
Riparian, Basin and Waterbody Mtce	Improved Water Quality	5	\$244,800	\$249,700	\$254,700	\$259,800
Sub Total - Maintenance			\$889,050	\$906,800	\$924,900	\$943,400
Asset Management						
Lake Yandel'ora Inspections	Improved Maintenance of Drainage Assets	6	\$11,500	\$11,700	\$11,900	\$12,100
Drainage Infrastructure Improvements	Improved Management of Drainage Assets	7	\$208,510	\$70,930	\$86,580	\$103,830
Sub Total - Asset Management			\$220,010	\$82,630	\$98,480	\$115,930
Projects						
Priority Projects		8	\$181,623	\$0	\$0	\$0
Sub Total - Projects			\$181,623	\$0	\$0	\$0
Total - Stormwater Levy Works Program			\$1,500,783	\$1,204,930	\$1,243,180	\$1,284,430
Total Income Collected			(\$1,159,430)	(\$1,204,930)	(\$1,243,180)	(\$1,284,430)
Stormwater Reserve	Transfer To/(From) Reserve		(\$341,353)	\$0	\$0	\$0
Surplus / (Deficit)			\$0	\$0	\$0	\$0

NOTE 1: BASIN INSPECTIONS

Water sensitive urban design (WSUD) helps to manage stormwater and reduce the impact it has on waterways. This funding will allow inspections to be undertaken to existing and new basins to ensure they are functioning as intended and identify improvement actions as required.

NOTE 2: EDUCATION AND PROMOTION

In urban areas, the pollutants that enter the stormwater systems are generated predominately by the actions of residents; fertilization of gardens, car washing, litter etc. Education campaigns have been demonstrated as an effective measure in reducing the pollutant loads entering our drainage systems. Education campaigns provide the opportunity to inform the community of the results of monitoring programs and promote the works undertaken through the stormwater levy programs.

Education material is also prepared which outlines the aims, objectives and achievements of the stormwater levy and how residents and households can contribute to improving our waterways. This educational material is prepared annually, and the achievements of the stormwater levy are reported in Council's Annual Report.

NOTE 3: WATER QUALITY MONITORING AND TESTING

Monitoring of water quality is a vital component of any stormwater management program. Monitoring of water quality and assessment against standards enables Council to effectively deliver a stormwater improvement program targeting actions that generate the greatest benefit. Monitoring is also essential to evaluate the effectiveness of the stormwater management program funded through the levy.

Water Quality Monitoring is also required for stormwater harvesting and stormwater reuse sites, including the irrigation of sporting fields. The results of monitoring will be utilised by the sustainability report, used in promotional and educational activities and contribute to regional water quality monitoring programs.

Council previously commissioned a consultant to prepare a comprehensive stormwater quality monitoring framework. Council is proposing to implement systems and processes to progressively implement the recommendations of this report for ongoing monitoring of our key waterways and stormwater infrastructure.

NOTE 4: URBAN GPT MAINTENANCE

Gross Pollutant Traps (GPT's) capture larger pollutants such as litter, bottles, plastic bags, leaves, grass clippings, etc. GPT maintenance is critical to maintaining acceptable water quality within our stormwater systems. The timely removal of gross pollutants, litter and sediment from traps will improve stormwater quality significantly. Generally, these pollutants enter the drainage system after having been introduced by residents and visitors action (or inaction) and are more prevalent in urban areas than in rural areas.

Gross pollutants and some of the nutrients within them can be remobilised if they are not removed prior to subsequent rainfall events. The stormwater levy will, in part, facilitate the systematic, regular cleaning and maintenance of the ever-growing number of GPT's in the urban areas, thus greatly reducing the pollutant loads entering our waterways.

NOTE 5: RIPARIAN, BASINS AND WETLAND MAINTENANCE

Constructed wetlands and rain gardens are the primary method of removing nutrients from stormwater. These contemporary stormwater management facilities are being implemented throughout newly developed areas.

Nutrients such as nitrogen and phosphorous are key pollutants in the Nepean River catchments, resulting in excessive pest plant growth and algal blooms. This also leads to reduced dissolved oxygen levels, which compromises the function of the wetland systems.

Almost all stormwater in the Camden area ultimately drains into the Nepean River and various natural creeks. Funds to periodically maintain wetlands and rain gardens will assist with weed removal and ensuring the filter medium is able to work more effectively.

NOTE 6: LAKE YANDEL'ORA INSPECTIONS

Lake Yandel'ora is a significant water body that has been created through the construction of a large dam wall. As part of the safety requirements of having such a large dam, Council is required to conduct routine inspections and auditing of the structural soundness of the dam wall, outlet structures and outlet stream.

NOTE 7: DRAINAGE INFRASTRUCTURE IMPROVEMENTS

Generally, a well-designed, constructed and maintained drainage infrastructure asset can have a life cycle of 20 to 30 years. However, changes in catchment condition, design or construction issues, or other emerging problem, may cause an asset to require improvements to ensure they are functioning as intended.

NOTE 8: PRIORITY PROJECTS

At times, the performance of the stormwater system does not meet community expectations due to changes in catchment condition, design, construction or maintenance issues. This may cause an asset to require improvements to ensure the stormwater system is functioning as intended and meets community expectations.

REVENUE POLICY – STATUTORY STATEMENTS

1. DETAILED ESTIMATE OF COUNCIL'S INCOME AND EXPENDITURE FOR THE YEAR END 30 JUNE 2025

The 2024/25 Budget has been prepared in a program budget format and is a balanced cash budget. The Financial Statement forecast for the period ending 30 June 2025 (including forward year forecasts) is provided on Page 96 and 97.

2. STATEMENT WITH RESPECT TO EACH ORDINARY RATE AND EACH SPECIAL RATE TO BE LEVIED

Council is committed to the implementation of a fair and just rating system, under which each rating category and property will contribute to the rate levy according to the demand on Council and community resources. Council has also recognised the desirability of encouraging the retention of viable rural holdings.

Accordingly, Council has resolved to establish the following categories/subcategories for rateable land in the Camden Local Government Area:

1. Residential
2. Business
3. Farmland - Ordinary
4. Farmland - Intensive

Council was advised in November 2023 that IPART had determined an increase in ordinary rate income for the 2024/25 financial year of 8.2%. Council has not made an application for a rate increase above the permissible increase of 8.2% for the 2024/25 financial year.

TYPE	EXPECTED ASSESSMENTS	BASE CHARGE	BASE INCOME
Residential	43,956.70	\$760.00	\$33,407,092
Business	2,364.30	\$760.00	\$1,796,868
Farmland - Ordinary	185	\$760.00	\$140,600
Farmland - Intensive	10	\$760.00	\$7,600

It should be noted that Camden is required to use land valuations provided by the valuer general with a base date 1 July 2022 for the 2024/25 financial year. Council has considered the current rating mix with no change being recommended to the adopted rating mix.

Ad valorem rating levels for the various categories are to be based on the following comparative figures:

Residential	1.0
Business	3.3. (3.3 times the residential ad-valorem rate)
Farmland - Ordinary	0.5 (half the residential ad-valorem rate)
Farmland - Intensive	0.9 (0.90 times the residential ad-valorem rate)

This will result in the following proposed ad valorem rates, yields and percentages of levy raised for each category for the 2024/25 financial year.

TYPE	RATE	YIELD
Residential	0.101197	\$33,689,657
Business	0.333950	\$15,325,400
Farmland - Ordinary	0.050599	\$1,360,811
Farmland - Intensive	0.091077	\$39,464

A summary of rate income by rating category for the 2024/25 financial year is provided below:

TYPE	BASE CHARGE	AD VALOREM	TOTAL REVENUE	BASE CHARGE AS A % OF TOTAL YIELD
Residential	\$33,407,092	\$33,689,657	\$67,096,749	49.79%
Business	\$1,796,868	\$15,325,400	\$17,122,268	10.49%
Farmland - Ordinary	\$140,600	\$1,360,811	\$1,501,411	9.36%
Farmland - Intensive	\$7,600	\$39,464	\$47,064	16.15%
Total	\$35,352,160	\$50,415,332	\$85,767,492	

Please note that the Base Charge as a percentage of total yield is not meant to add to 100%.

It is Council's intention to raise the base rate amount to as close as possible to 50% of the total rate levy. It is Council's view that such a rating structure will provide the fairest and most equitable distribution of the rate levy in the Camden Local Government Area.

The draft estimates contained in this Draft Revenue Policy are subject to change and will be updated to reflect actual rateable assessments prior to the adoption of the Draft 2024/25 Operational Plan and Budget. The figures above contain lot projection forecasts up to the 30 June 2024. Council can still only increase its rate income by the percentage amount approved by IPART.

3. STATEMENT WITH RESPECT TO EACH CHARGE TO BE LEVIED

Council includes on its rate notice a charge for waste management. The *Local Government Act 1993* requires that the domestic waste services of a Council must be financed by a specific annual charge made and levied for that purpose alone.

The act provides councils with a framework to effectively recover from users, a reasonable cost of providing the service, which can be achieved by an annual levy under Section 496, or a combination of an annual levy and user pay charge under Section 502.

For the 2024/25 financial year Council will utilise the provisions of Sections 496 and 502 to further implement the waste management system which is a combination of an annual levy and a user pay charge.

The charges relating to domestic waste can be found in the 2024/25 Fees & Charges schedule.

4. STATEMENT OF FEES TO BE CHARGED BY COUNCIL AND THE AMOUNTS OF SUCH FEE

The current list of fees and charges have been reviewed and updated in accordance with past practice. The schedule has been prepared to ensure the criteria as required under Part 10 of the *Local Government Act 1993* have been considered.

5. STATEMENT OF THE COUNCIL'S PRICING POLICY WITH RESPECT TO THE SERVICES PROVIDED

Council is required to include in its annual Operational Plan a Pricing Policy for the various works and services Council provides to its community as well as other entities or other persons.

The general principles under which Council sets its fees and charges take into account the works and services provided, the market value of those works and services provided, the ability of the resident to pay such a price and community contribution involved in such works and services.

The general principles of Council's Pricing Policy are as follows:

1. Ensure that the community receives the maximum possible benefit from the services provided and from the limited resources used to fund those services.
2. In respect of each category of fee or charge, establish a balance between who is paying for the service and who is receiving the benefit.
3. Where the service can be quantified and the customer clearly identified, a regime of user charges should apply.
4. The level of community benefit as well as individual benefit is considered when determining prices.

Council has four distinct revenue categories:

- Regulated Fees and Charges,
- Unregulated Fees,
- Unregulated Charges,
- User Charges.

The services provided by Council will be appropriate to the needs of the community, of a high standard and delivered on time and in an effective manner.

Council has established a table of pricing statements relative to the services conducted by Council and these are used in determining the fee or charge to be applied. These are outlined in the 2024/25 Fees and Charges.

6. STATEMENT OF THE AMOUNTS OR RATES TO BE CHARGED FOR THE CARRYING OUT BY COUNCIL OF WORK ON PRIVATE LAND

Rates for the undertaking of work on private land have been included in the Fees and Charges for the 2024/25 financial year and will include GST where applicable.

7. STATEMENT OF LOAN BORROWINGS (OTHER THAN INTERNAL BORROWINGS), THE SOURCES FROM WHICH THEY ARE TO BE BORROWED AND THE MEANS BY WHICH THEY ARE TO BE SECURED

PURPOSE	2024/25	2025/26	2026/27	2027/28	2028/29	TOTAL
Asset Renewal Program (including Road Renewal)	\$3.9M	\$4.3M	\$5.5M	\$6.5M	\$3M	\$23.2M
Community Support Package Stage 3	\$13.84M	\$7.45M	-	-	-	\$21.29M
Com. Infrastructure Renewal Program	\$1.17M	\$1.56M	\$1.27M	-	-	\$4M
Community/Civic Catalyst Site	-	-	\$27.3M	\$27.3M	-	\$54.6M
Works Depot Stage 2	-	-	-	-	\$7.5M	\$7.5M
Total	\$18.91M	\$13.31M	\$34.07M	\$33.80M	\$10.50M	\$110.59M

8. NATIONAL COMPETITION POLICY

Under National Competition Policy, Council has identified the business activities existing within Council operations which are impacted by this policy.

The intent of the policy is to provide a framework, which examines the activity in comparison with private industry business practice. Councils are required to review their pricing policies and levels of subsidisation.

Council has identified one Category II business activity for the 2024/25 financial year, namely the Commercial Waste Service.

9. GOODS AND SERVICES TAX

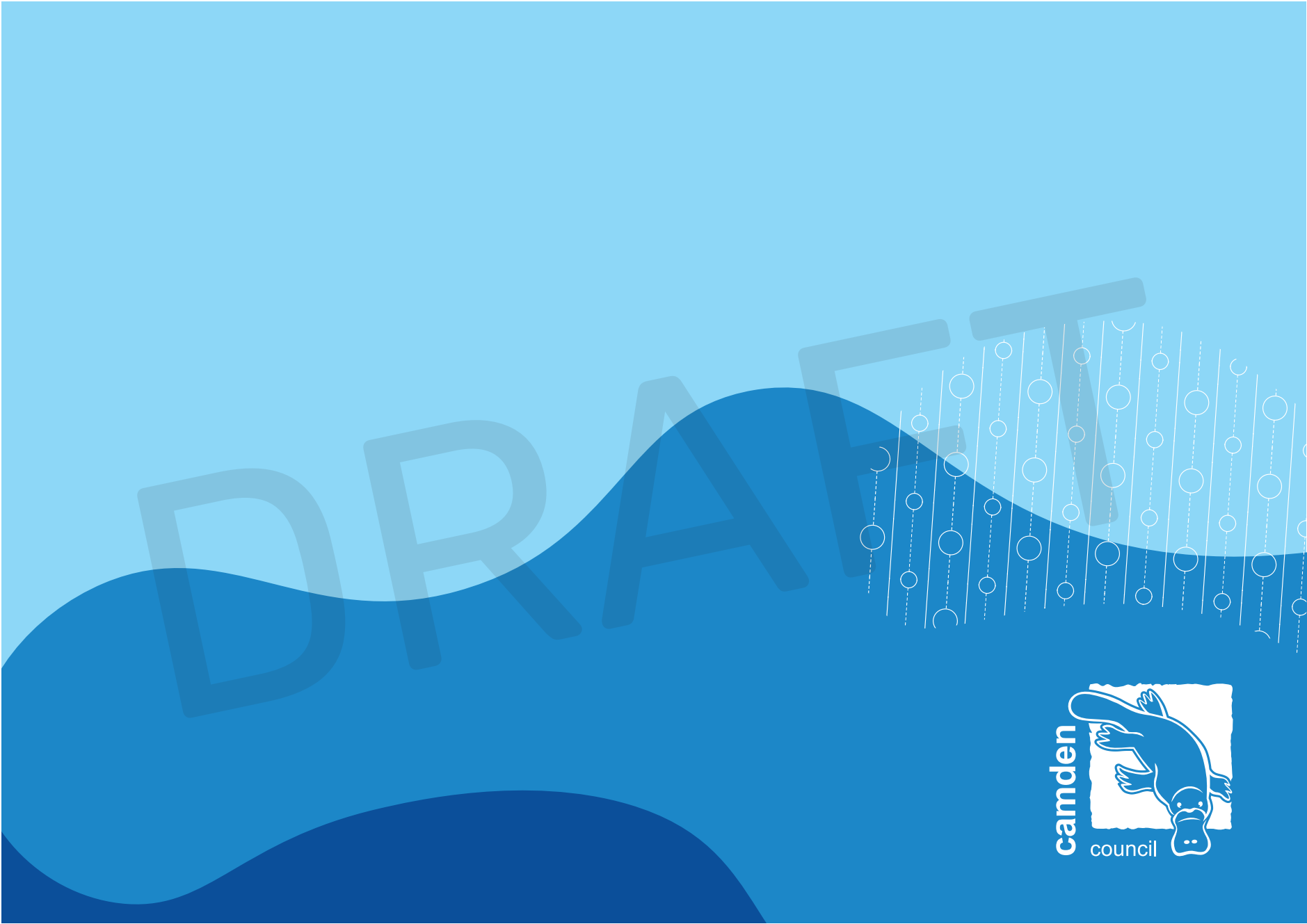
Council has been classified as an enterprise and is registered for GST, therefore only incurs minimal GST. The budget has included GST costs associated with rental properties and financial services for which Council does not receive input tax credits.

Council prepares its fees and charges schedule using the best available information in relation to the impact of GST on the fees and charges at the time of adoption. It should be noted that all fees and charges are subject to change in accordance with amendments to the Goods and Services Tax Legislation and subsequent Australian Taxation Office rulings and regulations.

BUDGET SUMMARY

Income Statement Category & Funding Summary				
	2024/25	2025/26	2026/27	2027/28
Operating Revenue				
Rates and Annual Charges	\$112,010	\$122,206	\$132,813	\$144,116
User Charges and Fees	\$24,886	\$26,213	\$27,355	\$28,450
Interest Income	\$11,989	\$8,426	\$5,288	\$4,361
Other Revenues	\$1,264	\$1,523	\$1,561	\$1,600
Other Income	\$7,743	\$7,813	\$7,886	\$7,961
Grants - Operating	\$8,546	\$8,722	\$8,900	\$9,581
Contributions - Operating	\$1,215	\$1,248	\$1,205	\$1,238
Proceeds from the Sale of Assets (Net)	\$0	\$5,500	\$2,500	\$0
Total Operating Revenue	\$167,653	\$181,651	\$187,508	\$197,307
Operating Expenditure				
Employee Costs	\$73,369	\$77,400	\$81,386	\$84,744
Borrowing Costs	\$2,159	\$3,136	\$3,702	\$5,322
Materials and Contracts	\$72,983	\$77,032	\$81,523	\$86,436
Depreciation	\$33,934	\$37,596	\$42,521	\$45,889
Other Expenses	\$2,350	\$2,490	\$2,589	\$2,693
Total Operating Expenditure	\$184,795	\$197,654	\$211,721	\$225,084

Income Statement Category & Funding Summary				
	2024/25	2025/26	2026/27	2027/28
Capital Revenue				
Grants - Capital	\$71,091	\$83,738	\$12,242	\$7,194
Contributions - Capital	\$142,902	\$181,555	\$131,143	\$141,771
Total Capital Revenue	\$213,993	\$265,293	\$143,385	\$148,965
Source of Funds				
Funds Received from Sale of Fixed Assets	\$527	\$501	\$662	\$811
Loan Borrowings	\$18,911	\$13,310	\$34,070	\$33,800
Internal Transfers - Transfer from Reserves	\$101,457	\$114,681	\$133,274	\$151,172
Non-Cash Funded Depreciation	\$33,934	\$37,596	\$42,521	\$45,889
Total Source of Funds	\$154,829	\$166,088	\$210,527	\$231,672
Application of Funds				
Capital Purchases / Assets Acquisitions	\$276,852	\$336,646	\$192,685	\$208,267
Net Movement - Fair Valuation Investment Properties	\$5,000	\$5,000	\$5,000	\$5,000
Borrowing Expense - Principal	\$3,523	\$4,134	\$4,965	\$6,082
Internal Transfers - Transfer to Reserves	\$66,305	\$69,598	\$127,049	\$133,511
Total Application	\$351,680	\$415,378	\$329,699	\$352,860
Net Contribution /Cost of Service	\$0	\$0	\$0	\$0



Draft Fees and Charges Schedule

2024/25

Disclaimer

The information contained in this document provides a general overview on the long-term financial position of Camden Council

www.camden.nsw.gov.au

FEES AND CHARGES

The Draft 2024/25 Fees and Charges was presented to Council for the purposes of Public Exhibition on 9 April 2024

CLASSIFICATION OF FEES AND CHARGES

The Fees and Charges have been classified into following sections:

- u Customer and Corporate Strategy Services
- u Planning Services
- u Building and Development Services
- u Environmental and Regulatory Services
- u Waste and City Presentation Services
- u Traffic Planning
- u Sport and Community Services
- u Economic Development and Activation
- u Public Road Activity, Restoration and Private Works

GST IMPLICATIONS TO THE PRICING SCHEDULE

The following schedule of fees and charges has been prepared using the best available information in relation to the GST impact on the fees and charges at the time of publication. It should be noted that all fees and charges are subject to change in accordance with amendments to the Goods and Services Tax Legislation and subsequent ATO rulings and regulations.

The fees and charges are broken into base charge and GST to conform with Council's tax obligations.

These fees and charges have been prepared in accordance with Council's Revenue Policy.

Explanation Table**Classifications****Pricing Statements**

A	A:- The price for this service is set to make a minimal contribution to the cost of providing the service. The majority of this service is met from general income and/or grants.
B	B:- The price for this good/service is set to recover the annual operating and maintenance costs. The cost of consumption of the asset (depreciation) is expected to be met by general income or charged to works.
C	C:- The price of this service is set to recover annual operating and maintenance costs, and to make a contribution to the cost of replacement of the assets utilised in providing the service.
D	D:- The price of this good/service is set to generate an appropriate rate of return on the capital invested.
E	E:- The price of this good/service is set by reference to prices charged for similar goods/ services provided by like Councils.
F	F:- The price for this good/service is a statutory charge set by regulation.
G	G:- The price charged for this good/service is set to recover the full cost (or a lesser percentage) of providing the good/service with the remainder provided from general Council income and/or grants.
H	H:- There is no price charged for this good or service. All costs associated with this good/ service are met from general income.

All fees and charges are subject to change in accordance with amendments to the Goods and Services Tax Legislation and subsequent ATO rulings and regulations | Page 1 of 117

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		Fee (excl. GST)	GST	Fee (incl. GST)				

Camden Council

Customer & Corporate Strategy Services

Financial Services Charges

Fee for dishonoured payments (each instance)

Bank/Agent fees for cheque (includes administration fee)	\$10.80	\$11.00	\$0.00	\$11.00	1.85%	\$0.20	N	G
Bank/Agent fees for Direct Debit (includes administration fee)	\$10.80	\$11.00	\$0.00	\$11.00	1.85%	\$0.20	N	G
Bank/Agent fees for Australia Post dishonours (includes administration fee)	\$33.50	\$34.50	\$0.00	\$34.50	2.99%	\$1.00	N	G
Merchant Service Cost Recovery Fee	Full Cost Recovery						Y	G

Interest on overdue rates

Maximum allowable under s.566	9.0% Simple Interest calculated daily						N	F
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Certificate under S.603 under Local Government Act, 1993

5-7 Business Days	\$95.00	\$95.00	\$0.00	\$95.00	0.00%	\$0.00	N	F
Urgency Fee – 4 Working Hours	\$65.00	\$67.00	\$0.00	\$67.00	3.08%	\$2.00	N	G

Customer Services & Sales

Hire of Community Bus (per day)	\$76.00	\$71.36	\$7.14	\$78.50	3.29%	\$2.50	Y	A
Resuscitation charts	\$25.00	\$23.64	\$2.36	\$26.00	4.00%	\$1.00	Y	B
Council Calendar	\$11.00	\$10.36	\$1.04	\$11.40	3.64%	\$0.40	Y	G

Administration & General Charges

Photocopying (except for GIPA & Subpoenas)

A4 (per copy)	\$0.80	\$0.77	\$0.08	\$0.85	6.25%	\$0.05	Y	B
A3 (per copy)	\$1.40	\$1.32	\$0.13	\$1.45	3.57%	\$0.05	Y	B

Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				

Fees for Supply of GIPA (informal), Privacy & Subpoenas

Photocopying – A4 (per copy)	\$1.10	\$1.15	\$0.00	\$1.15	4.55%	\$0.05	N	G
Photocopying – A4 Colour (per copy)	\$1.95	\$2.10	\$0.00	\$2.10	7.69%	\$0.15	N	G
Photocopying – A3 (per copy)	\$1.95	\$2.10	\$0.00	\$2.10	7.69%	\$0.15	N	G

Information under GIPA Act (formal application)

Application fee	\$30.00	\$30.00	\$0.00	\$30.00	0.00%	\$0.00	N	F
Internal review fee	\$40.00	\$40.00	\$0.00	\$40.00	0.00%	\$0.00	N	F
Processing fee (per hour) – non personal application	\$30.00	\$30.00	\$0.00	\$30.00	0.00%	\$0.00	N	F

Processing & Supply of Documents on CD under GIPA Act, 2009 & Subpoenas

Less than 30 minutes	\$12.40	\$12.80	\$0.00	\$12.80	3.23%	\$0.40	N	G
Greater than 30 minutes	\$36.50	\$38.00	\$0.00	\$38.00	4.11%	\$1.50	N	G

Subpoena production fee

Production Fee	\$83.50	\$86.00	\$0.00	\$86.00	2.99%	\$2.50	N	G
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Supply of Tender Documents

Lease/Licence Preparation Fee

Lease/Licence Preparation Fee (internally prepared)	\$140.00	\$131.82	\$13.18	\$145.00	3.57%	\$5.00	Y	G
Lease/Licence Preparation Fee (externally prepared)						At Cost	Y	G

Road Closure Investigation Application (incl. pathways)

Application Fee	\$176.00	\$182.00	\$0.00	\$182.00	3.41%	\$6.00	N	G
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Express Post delivery of items to external customers

Parcel Post – Small Satchel	\$9.70	\$9.91	\$0.99	\$10.90	12.37%	\$1.20	Y	G
Parcel Post – Medium Satchel	\$16.65	\$13.45	\$1.35	\$14.80	-11.11%	-\$1.86	Y	G

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Name	Year 23/24	Year 24/25			Increase %	Increase \$	GST	Pricing Code
	Fee (incl. GST)	Fee (excl. GST)	GST	Fee (incl. GST)				

Express Post delivery of items to external customers [continued]

Express Post – C5 Satchel	\$7.90	\$8.05	\$0.80	\$8.85	12.03%	\$0.96	Y	G
Express Post – B4 Satchel	\$8.10	\$9.54	\$0.95	\$10.50	29.63%	\$2.40	Y	G
Express Post – Small Satchel	\$16.80	\$13.09	\$1.31	\$14.40	-14.29%	-\$2.40	Y	G
Express Post – Medium Satchel	\$27.05	\$17.09	\$1.71	\$18.80	-30.50%	-\$8.24	Y	G

Training Course – External Participant Training

Course Fee	Full Cost Recovery						Y	G
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Fee applicable to the Mayor or Councillor should they require a copy of their photographs (provided electronically)

Fee applicable	\$0.30	\$0.35	\$0.00	\$0.35	16.67%	\$0.05	N	G
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Special Events and Events of Economic Benefit

Onslow Park – Event Day (Fee per day)	\$1,225.00	\$1,150.00	\$115.00	\$1,265.00	3.27%	\$40.00	Y	E
Onslow Park – Bump in/out Days (Fee per day)	\$597.00	\$559.09	\$55.91	\$615.00	3.02%	\$18.00	Y	E
High Impact Special Events on Council Land	Price on Application						Y	E

Notes:

Note: For all Special Events & Events of Economic Benefit, please contact Council's Communications and Events Branch

Name	Year 23/24		Year 24/25		Increase		GST	Pricing Code
	Fee (incl. GST)		Fee (excl. GST)	GST	%	\$		

Planning Services

Planning Proposals

Amendment/Modification to Planning Proposal (at request of Proponent)	25% of Minor (Standard) Planning Proposal Fee 50% of Major (Complex) Planning Proposal Fee						N	G
Peer Review and Specialist Consultant fee	At full cost recovery						N	G
Review of Scoping Proposal	\$0.00	\$2,000.00	\$0.00	\$2,000.00	-	\$2,000.00	N	G
Subsequent pre-lodgement meeting	\$0.00	\$950.00	\$0.00	\$950.00	-	\$950.00	N	G
Pre-lodgement meeting and written advice	\$1,650.00	\$2,050.00	\$0.00	\$2,050.00	24.24%	\$400.00	N	G
Initial Request to Council - All Categories (not subject to refund)	\$5,265.00	\$9,920.00	\$0.00	\$9,920.00	88.41%	\$4,655.00	N	G
Processing Basic and Minor (Standard) Planning Proposal following initial Council decision	\$15,000.00	\$22,935.00	\$0.00	\$22,935.00	52.90%	\$7,935.00	N	G
Processing Major (Complex) Planning Proposal following initial Council decision	\$45,000.00	\$70,805.00	\$0.00	\$70,805.00	57.34%	\$25,805.00	N	G
Processing Significant Planning Proposal	At Full Cost Recovery						N	G
Environmental Studies (Full cost to be borne by the applicant with no refund)	At Full Cost Recovery						N	G

Development Control Plan (DCP) Amendments

Peer Review and Specialist Consultant fee	At full cost recovery						N	G
Pre-lodgement meeting and written advice (not part of a Planning Proposal)	\$0.00	\$1,500.00	\$0.00	\$1,500.00	-	\$1,500.00	N	G
Processing Amendment/Modification to Minor/Major DCP (at request of Proponent)	50% of Minor or Major DCP Amendment Fee						N	G
Subsequent pre-lodgement meeting (not part of a Planning Proposal)	\$0.00	\$700.00	\$0.00	\$700.00	-	\$700.00	N	G
Initial Development Control Plan Request – All Categories (not subject to refund)	\$11,645.00	\$11,985.00	\$0.00	\$11,985.00	2.92%	\$340.00	N	G
Processing Major DCP amendments following initial Council decision	\$24,185.00	\$24,890.00	\$0.00	\$24,890.00	2.92%	\$705.00	N	G
Environmental studies – full cost to be borne by the applicant with no refund	At Full Cost Recovery						N	G
Proponent Initiated Housekeeping and Anomalies – following initial Council decision	\$3,885.00	\$4,000.00	\$0.00	\$4,000.00	2.96%	\$115.00	N	G
Request to Council and Initial Report (not subject to refund)	\$5,265.00	\$5,420.00	\$0.00	\$5,420.00	2.94%	\$155.00	N	G

Section 7.11 Contribution (Copy of Plans)

Camden Contributions Plan	\$51.50	\$53.00	\$0.00	\$53.00	2.91%	\$1.50	N	G
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Name	Year 23/24	Year 24/25			Increase %	Increase \$	GST	Pricing Code
	Fee (incl. GST)	Fee (excl. GST)	GST	Fee (incl. GST)				

Section 7.11 Contribution (Copy of Plans) [continued]

Other Contributions Plan	\$13.60	\$14.00	\$0.00	\$14.00	2.94%	\$0.40	N	G
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Name	Year 23/24	Year 24/25		Increase	Increase	GST	Pricing Code
	Fee (incl. GST)	Fee (excl. GST)	GST	%	\$		

Building & Development

Pre-Development Application Meetings

(i) Dwellings, Dual Occupancy, Secondary Dwellings and two lot subdivisions (per meeting)		Maximum Fee Payable \$532	Y	G
		Last year fee		
		Maximum Fee Payable \$516.50		
(ii) Other minor development (per meeting)		Maximum Fee Payable \$532	Y	G
		Last year fee		
		Maximum Fee Payable \$516.50		
(iii) Major Development (per meeting)		Maximum Fee Payable \$1,330	Y	G
		Last year fee		
		Maximum Fee Payable \$1,291.25		
Unregistered Land – Pre DA lodgement advice (including site inspection) for unregistered land Development Applications)		Maximum Fee Payable \$532	Y	G
		Last year fee		
		Maximum Fee Payable \$516.50		
Pre DA lodgement advice (including site inspection) for unregistered land Development Applications)				
Design Advisory Group – Development requiring consideration by Council's Design Advisory Group (in accordance with relevant terms of reference)		Maximum Fee Payable \$2,130	Y	G
		Last year fee		
		Maximum Fee Payable \$2,066		
Development requiring consideration by Council's Design Advisory Group (in accordance with relevant terms of reference)				

Development Applications (Items 2.1, 2.3 & 2.7 Schedule 4 EPAR 2021)

The fees charged for development and related applications are up to the maximum fees prescribed under Schedule 4 of the Environment Planning and Assessment Regulation 2021.

Name	Year 23/24	Year 24/25			Increase		GST	Pricing Code
	Fee (incl. GST)	Fee (excl. GST)	GST	Fee (incl. GST)	%	\$		

Notes:

Note: If two or more fees are applicable to a single development application (such as to subdivide land and erect a building on one or more lots created by the subdivision) the maximum fee payable for the development is the sum of those fees.

Note: In determining the development of the erection of a building, the carrying out of work, or demolition of a building or work, Council must make its determination to a genuine estimate.

Note: For advice regarding the refund of applicable fees, please refer to the "Refunds" section.

Development Applications – Subdivisions (Items 2.4, 2.5 & 2.6 Schedule 4 EPAR 2021)

The fees charged for development and related applications are up to the maximum fees prescribed under Schedule 4 of the Environment Planning and Assessment Regulation 2021.

Notes:

Note: If two or more fees are applicable to a single development application (such as to subdivide land and erect a building on one or more lots created by the subdivision) the maximum fee payable for the development is the sum of those fees.

Note: In determining the development of the erection of a building, the carrying out of work, or demolition of a building or work, Council must make its determination to a genuine estimate.

Note: For advice regarding the refund of applicable fees, please refer to the "Refunds" section.

Development Applications – Advertising Signage (Item 2.2 Schedule 4 EPAR 2021)

The fees charged for development and related applications are up to the maximum fees prescribed under Schedule 4 of the Environment Planning and Assessment Regulation 2021.

Notes:

Note: If two or more fees are applicable to a single development application (such as to subdivide land and erect a building on one or more lots created by the subdivision) the maximum fee payable for the development is the sum of those fees.

Note: In determining the development of the erection of a building, the carrying out of work, or demolition of a building or work, Council must make its determination to a genuine estimate.

Note: For advice regarding the refund of applicable fees, please refer to the "Refunds" section.

Modifications (Items 4.1, 4.2, 4.3, 4.4 & 4.5 Schedule 4 EPAR 2021)

The fees charged for development and related applications are up to the maximum fees prescribed under Schedule 4 of the Environment Planning and Assessment Regulation 2021.

Name	Year 23/24	Year 24/25			Increase	Increase	GST	Pricing Code
	Fee (incl. GST)	Fee (excl. GST)	GST	Fee (incl. GST)	%	\$		

Modifications

Notes:

Note: For advice regarding the refund of application fees, please refer to the "Refunds" section. .

Request for Review of Determination (Items 7.1, 7.2, 7.3 & 7.4 Schedule 4 EPAR 2021)

The fees charged for development and related applications are up to the maximum fees prescribed under Schedule 4 of the Environment Planning and Assessment Regulation 2021.

Notes:

Note: For advice regarding the refund of applicable fees, please refer to the "Refunds" section.

Other Application Fees

- (i) Integrated development (Item 3.1 Schedule 4 EPAR 2021)
- (ii) Concurrence development (Item 3.2 Schedule 4 EPAR 2021)
- (iii) Additional fee for designated development (Item 3.3 Schedule 4 EPAR 2021)
- (iv) Giving of notice for designated development (Item 3.5 Schedule 4 EPAR 2021)
- (v) Giving of notice for nominated integrated development, threatened species development or Class 1 aquaculture development (Item 3.6 Schedule 4 EPAR 2021)
- (vi) Giving of notice for prohibited development (Item 3.7 Schedule 4 EPAR 2021)
- (vii) Giving of notice for other development for which a community participation plan requires notice to be given (Item 3.8 Schedule 4 EPAR 2021)

Other Public Notification/Advertising for Development and Related Applications

(i) Public notification	\$304.00	\$313.00	\$0.00	\$313.00	2.96%	\$9.00	N	G
(ii) Notification Sign (placed on development sites)	\$44.00	\$45.50	\$0.00	\$45.50	3.41%	\$1.50	N	G

Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				

Archiving Fees (per Application Lodgement)

(i) Up to project value \$100,000	\$38.00	\$39.50	\$0.00	\$39.50	3.95%	\$1.50	N	E
(ii) Up to project value \$500,000	\$70.50	\$73.00	\$0.00	\$73.00	3.55%	\$2.50	N	E
(iii) Up to project value \$1,000,000	\$113.00	\$117.00	\$0.00	\$117.00	3.54%	\$4.00	N	E
(iv) Over project value \$1,000,000	\$150.00	\$155.00	\$0.00	\$155.00	3.33%	\$5.00	N	E

Activity Applications

Activity Application for Community Land (Section 68 LGA 1993)	\$379.00	\$390.00	\$0.00	\$390.00	2.90%	\$11.00	N	G
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Other Advice

Research and Interpretation advice (up to 2 hours)	\$272.00	\$254.55	\$25.45	\$280.00	2.94%	\$8.00	Y	G
Additional Hours	\$113.00	\$106.36	\$10.64	\$117.00	3.54%	\$4.00	Y	G

Refunds

(i) Applications

(a) During assessment (refunded fee to be based on cost of work undertaken)	Based on cost of work undertaken to date						N	G
(b) If application refused or report prepared	No refund						N	G

(ii) Vegetation Management

(a) Before assessment	\$28.00	\$29.00	\$0.00	\$29.00	3.57%	\$1.00	N	G
(b) During assessment and/or if application refused	No refund						N	G

Building Works (PCA & Certification Services)

(i) Construction Certificate

(a) General (Where estimated cost of development)

< \$5,000	\$310.00 + 0.5% of cost + GST						Y	E
> \$5,000 but < \$100,000	\$410.00 + 0.5% of cost + GST						Y	E

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Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				

(a) General (Where estimated cost of development) [continued]

> \$100,000 but < \$250,000				\$810 + 0.2% of amt > \$100,000 + GST			Y	E
> \$250,000 but < \$2 Million				\$1,220.00 + 0.1% of amt > \$250,000 + GST			Y	E
> \$2 Million (may apply to total cost for multiple buildings/Ccs for the same development)				Fee by quote			Y	E

(b) Pre-Construction Certificate Meetings

Fee	\$144.00	\$135.45	\$13.55	\$149.00	3.47%	\$5.00	Y	E
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Notes:

Note : Cost referred to is deemed to be the contract price or if there is no contract price, the cost as determined by the consent authority.

(c) Application for amendment to Construction Certificate Plans

Class 1 & 10	\$99.50	\$93.64	\$9.36	\$103.00	3.52%	\$3.50	Y	G
Class 2 – 9				50% of original CC fee + GST			Y	G

(d) Construction Certificate (Private Assessors engaged by Council)

Fee				Contractors Fee + \$100.00 Admin Charge			Y	G
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(e) Building Code of Australia – Alternative Solutions**Building Class**

Note: This fee is in addition to normal Construction Certificate/PCA fees

Class 10 buildings	\$245.00	\$230.00	\$23.00	\$253.00	3.27%	\$8.00	Y	G
Class 1a buildings/dwelling	\$373.00	\$349.09	\$34.91	\$384.00	2.95%	\$11.00	Y	G
Class 1b, 2 to 9 buildings – Minimum fee, with additional fee to be negotiated on a case by case basis and subject to a peer review being required	\$745.00	\$697.27	\$69.73	\$767.00	2.95%	\$22.00	Y	G

Notes:

Note: Performance Solutions required to be referred to NSW Fire & Rescue will require a separate fee to be paid to NSW Fire and Rescue

Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				

(f) Civil Engineering – Construction Certificate/Design Assessment

These fees may be charged in addition to building work Construction Certificate fees for larger projects

Small development

1st submission each	\$612.00	\$572.73	\$57.27	\$630.00	2.94%	\$18.00	Y	G
2nd submission each	\$230.00	\$215.45	\$21.55	\$237.00	3.04%	\$7.00	Y	G
3rd submission and other (per hour – assessment)	\$166.00	\$155.45	\$15.55	\$171.00	3.01%	\$5.00	Y	G

Medium development

1st submission each	\$1,280.00	\$1,200.00	\$120.00	\$1,320.00	3.13%	\$40.00	Y	G
2nd submission each	\$506.00	\$473.64	\$47.36	\$521.00	2.96%	\$15.00	Y	G
3rd submission and other (per hour – assessment)	\$166.00	\$155.45	\$15.55	\$171.00	3.01%	\$5.00	Y	G

Major Development

Note: This fee is in addition to normal Construction Certificate/PCA fees

1st submission each	\$2,770.00	\$2,595.45	\$259.55	\$2,855.00	3.07%	\$85.00	Y	G
2nd submission each	\$1,385.00	\$1,300.00	\$130.00	\$1,430.00	3.25%	\$45.00	Y	G
3rd submission and other (per hour – assessment)	\$166.00	\$155.45	\$15.55	\$171.00	3.01%	\$5.00	Y	G

(g) Engineering Inspections – Design Verification (NB Separate to PCA Critical Stage Inspections)

(i) Small development (Dual Occupancies and single unit commercial and industrial developments & buildings and/or 2 lots)	\$597.00	\$559.09	\$55.91	\$615.00	3.02%	\$18.00	Y	G
(ii) Medium development (Multi unit commercial and industrial developments to 5 units or, 3-5 lots)	\$1,545.00	\$1,445.45	\$144.55	\$1,590.00	2.91%	\$45.00	Y	G
(iii) Major Development (Greater than 5 commercial and industrial units or more than 5 lots)	\$6,120.00	\$5,727.27	\$572.73	\$6,300.00	2.94%	\$180.00	Y	G

(ii) Request to issue a Compliance Certificate under Division 6.5 of the EPAA, 1979

(a) Issue of a Compliance Certificate for critical stage inspection (in addition to inspection fee)	\$304.00	\$284.55	\$28.45	\$313.00	2.96%	\$9.00	Y	G
(b) Issue of a Compliance Certificate for other matters – by quote	\$277.00	\$260.00	\$26.00	\$286.00	3.25%	\$9.00	Y	G

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Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				
(ii) Request to issue a Compliance Certificate under Division 6.5 of the EPAA, 1979 [continued]								
(c) Additional copies of Compliance Certificates	\$73.50	\$69.09	\$6.91	\$76.00	3.40%	\$2.50	Y	G
(iii) Complying Development Certificates								
(a) Dwelling House Cost								
< \$200,000	\$1,650.00	\$1,545.45	\$154.55	\$1,700.00	3.03%	\$50.00	Y	G
\$200,001 to \$500,000	\$2,025.00	\$1,895.45	\$189.55	\$2,085.00	2.96%	\$60.00	Y	G
> \$500,000	\$2,400.00	\$2,245.45	\$224.55	\$2,470.00	2.92%	\$70.00	Y	G
(b) Bed & Breakfast Accommodation								
Complying Development Certificate Fee	\$735.00	\$688.18	\$68.82	\$757.00	2.99%	\$22.00	Y	G
(c) Change of Building Use								
Complying Development Certificate Fee	\$735.00	\$688.18	\$68.82	\$757.00	2.99%	\$22.00	Y	G
(d) Dwelling Alterations, Additions, Carports and Garages								
< \$50,000	\$735.00	\$688.18	\$68.82	\$757.00	2.99%	\$22.00	Y	G
\$50,001 to \$100,000	\$947.00	\$886.36	\$88.64	\$975.00	2.96%	\$28.00	Y	G
\$100,001 to \$200,000	\$1,335.00	\$1,250.00	\$125.00	\$1,375.00	3.00%	\$40.00	Y	G
> \$200,000	\$1,495.00	\$1,400.00	\$140.00	\$1,540.00	3.01%	\$45.00	Y	G
(e) Sheds in Rural Zones								
Complying Development Certificate Fee	\$735.00	\$688.18	\$68.82	\$757.00	2.99%	\$22.00	Y	G
(f) Swimming Pools / Spas								
Complying Development Certificate Fee	\$735.00	\$688.18	\$68.82	\$757.00	2.99%	\$22.00	Y	G
(g) Minor Structures, Pergolas etc.								
Complying Development Certificate Fee	\$575.00	\$538.18	\$53.82	\$592.00	2.96%	\$17.00	Y	G

Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				

(h) Subdivision

Complying Development Certificate Fee	\$671.00	\$628.18	\$62.82	\$691.00	2.98%	\$20.00	Y	G
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(i) Any other development not specified

Complying Development Certificate Fee	Fee by quote						Y	G
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(j) Modification of CDC

(a) Minor Changes	\$250.00	\$234.55	\$23.45	\$258.00	3.20%	\$8.00	Y	G
(b) Major Changes	50% of Original CDC Fee + GST						Y	G

(iv) Occupation Certificates

(a) Dwellings (per sole occupancy dwelling), dwelling additions and outbuildings/ swimming pools (where not included in an inspection package)	\$352.00	\$330.00	\$33.00	\$363.00	3.13%	\$11.00	Y	G
(b) Class 2-9 minor development (including change of use) < \$100,000	\$368.00	\$344.55	\$34.45	\$379.00	2.99%	\$11.00	Y	G
(c) Class 2-9 major development > \$100,000	\$506.00	\$473.64	\$47.36	\$521.00	2.96%	\$15.00	Y	G
(d) Part Occupation Certificates – applying to all development	\$352.00	\$330.00	\$33.00	\$363.00	3.13%	\$11.00	Y	G
(e) NSW Fire Brigade Final Fire Safety Report – Administration	\$75.00	\$70.45	\$7.05	\$77.50	3.33%	\$2.50	Y	G
NSW FB Final Safety Report Fee	At Full Cost Recovery						N	G

Note: The NSW Fire Brigade Final Safety Report Fee will be charged as part of the Occupation Certificate lodgement fee, with the amount determined by NSWFB.

Council will then invoice this amount at the time of the issue of an Occupation Certificate (this is to be paid prior to release of Occupation Certificate).

(v) PCA Building Inspections (Critical Stage Inspection)**(i) General**

Single element i.e. frame, drainage etc.	\$181.00	\$170.00	\$17.00	\$187.00	3.31%	\$6.00	Y	G
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(ii) Building Packages (including Occupation Certificate)**(a) Class 1a dwellings, large additions, dual occupancies (per dwelling)**

For Developments involving >10 dwellings/buildings inspections to be calculated on total development at rates in (V)(i)

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Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
	Fee (excl. GST)	GST	Fee (incl. GST)					
(a) Class 1a dwellings, large additions, dual occupancies (per dwelling) <i>[continued]</i>								
< \$250,000	\$1,225.00	\$1,150.00	\$115.00	\$1,265.00	3.27%	\$40.00	Y	G
> \$250,000	\$1,495.00	\$1,400.00	\$140.00	\$1,540.00	3.01%	\$45.00	Y	G
(b) Carports / Pergolas / minor work								
Inspection Fee	\$352.00	\$330.00	\$33.00	\$363.00	3.13%	\$11.00	Y	G
(c) Alterations and additions								
< \$100,000	\$671.00	\$628.18	\$62.82	\$691.00	2.98%	\$20.00	Y	G
> \$100,000	\$1,035.00	\$972.73	\$97.27	\$1,070.00	3.38%	\$35.00	Y	G
(d) Sheds in rural zones								
Inspection Fee	\$666.00	\$623.64	\$62.36	\$686.00	3.00%	\$20.00	Y	G
(e) Swimming pools and spas								
Inspection Fee	\$666.00	\$623.64	\$62.36	\$686.00	3.00%	\$20.00	Y	G
(iii) Building Package Class 2-9 (excluding Occupation Certificate)								
(a) Class 2, 3 & 4 buildings (package for residential works)								
1st dwelling	\$1,125.00	\$1,054.55	\$105.45	\$1,160.00	3.11%	\$35.00	Y	G
2nd dwelling	\$543.00	\$508.18	\$50.82	\$559.00	2.95%	\$16.00	Y	G
Each additional dwelling	\$373.00	\$349.09	\$34.91	\$384.00	2.95%	\$11.00	Y	G
(b) Class 5-9 buildings								
< \$100,000	\$718.00	\$671.82	\$67.18	\$739.00	2.92%	\$21.00	Y	G
> \$100,001 but < \$500,000	\$1,495.00	\$1,400.00	\$140.00	\$1,540.00	3.01%	\$45.00	Y	G
> \$500,001 but < \$1,000,000	\$2,240.00	\$2,095.45	\$209.55	\$2,305.00	2.90%	\$65.00	Y	G
> \$1,000,001 but < \$2,000,000	\$2,555.00	\$2,390.91	\$239.09	\$2,630.00	2.94%	\$75.00	Y	G
> \$2,000,001 but < \$3,000,000					Fee by quote		Y	G

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Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				

(b) Class 5-9 buildings *[continued]*

> \$3,000,000 but < \$10,000,000					Fee by quote		Y	G
> \$10,000,000					Fee by quote		Y	G

(vi) Miscellaneous

(a) Additional copies of certificates	\$69.50	\$65.45	\$6.55	\$72.00	3.60%	\$2.50	Y	G
(b) Inspections after hours (per hour)	\$293.00	\$274.55	\$27.45	\$302.00	3.07%	\$9.00	Y	G
(c) Pre Lodgement assessment CC or CDU					Fee by quote		Y	G
(d) Change of Principal Certifying Authority to Council – Council will quote on the service required where a change of PCA is accepted by Council (or required to be accepted by Council)					Fee by quote		Y	G

For example, a house may be half completed. If asked to accept the role of Principal Certifying Authority, Council will quote on remaining critical stage inspections and occupation certificate, as well as time to become familiar with the project (BCA assessment of the project & general compliance with the consent). A base fee will be a minimum of the cost of a CC for such development + inspections required + a \$100 administration fee will apply (OC's in this instance are charged separately).

(e) Appoint Council as Principal Certifying Authority (PCA) where Council was not appointed to assess and issue the Construction Certificate (CC) or Complying Development Certificate (CDC) – Council will quote on the service required to familiarise with the CC or CDC issued; this is akin to a full assessment of the CC/ CDC					Fee by quote		Y	G
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Should the PCA role be accepted by Council (or be required to be accepted by Council). Council Certifiers will quote on the, critical stage inspections and occupation certificate, as well as time to become familiar with the project (BCA assessment of the project & general compliance with the consent). A base fee will be a minimum of the cost of a CC for such development + inspections required + a \$100 administration fee will apply (OC's in this instance are charged separately).

Subdivision Work (PCA and Certification Services)**(i) Subdivision works Certificate****(a) General**

No New Public Road, no ROW, but with other Work (incl. Parks)	\$453.00	\$432.73	\$43.27	\$476.00	5.08%	\$23.00	Y	G
No New Public Road, with ROW and Other Work					\$619.50 + \$8.40/metre of ROW		Y	G
					Last year fee \$590.00 + \$8.00/metre of ROW			

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Name	Year 23/24 Fee (incl. GST)	Year 24/25 Fee (excl. GST)	Year 24/25 GST	Year 24/25 Fee (incl. GST)	Increase %	Increase \$	GST	Pricing Code
(a) General [continued]								
New Public Road and Other Works				\$708.80 + \$11.60/metre of new road			Y	G
				Last year fee \$675.00 + \$11.00/metre of new road				
Bulk Earthworks Only	\$634.00	\$605.45	\$60.55	\$666.00	5.05%	\$32.00	Y	G
Water Management Facility					\$315.00 + 0.5% cost		Y	G
					Last year fee \$300.00 + 0.5% cost			
(b) Modification of Subdivision Works Certificate								
Minor/per item or sheet	\$193.00	\$184.55	\$18.45	\$203.00	5.18%	\$10.00	Y	G
Major/Multiple issues				50% of Original Construction Certificate Fee			Y	G
(c) Pre-Subdivision Works Certificate Review of Requirements								
Construction Certificate Fee	\$181.00	\$173.64	\$17.36	\$191.00	5.52%	\$10.00	Y	G
(ii) Compliance Certificate								
(a) Engineering Design								
Small subdivision (< 5 lots)	\$585.00	\$559.09	\$55.91	\$615.00	5.13%	\$30.00	Y	G
Medium subdivision (5 to 40 lots)	\$1,440.00	\$1,377.27	\$137.73	\$1,515.00	5.21%	\$75.00	Y	G
Large subdivision (> 40 lots)	\$5,850.00	\$5,586.36	\$558.64	\$6,145.00	5.04%	\$295.00	Y	G
(b) Landscape Plan Assessment								
Small subdivision (area to landscape less than 5,000m2)	\$629.00	\$600.91	\$60.09	\$661.00	5.09%	\$32.00	Y	G
Large subdivision (area to landscape between 5,000m2 and 10,000m2)	\$1,335.00	\$1,277.27	\$127.73	\$1,405.00	5.24%	\$70.00	Y	G
Major subdivision (area to landscape greater than 10,000m2)	\$2,025.00	\$1,936.36	\$193.64	\$2,130.00	5.19%	\$105.00	Y	G
(c) Landscape Inspections								
Subdivision into two lots	\$671.00	\$640.91	\$64.09	\$705.00	5.07%	\$34.00	Y	G

Name	Year 23/24 Fee (incl. GST)	Year 24/25		Fee (incl. GST)	Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST					

(c) Landscape Inspections [continued]

Subdivision into more than two lots	\$1,385.00	\$1,322.73	\$132.27	\$1,455.00	5.05%	\$70.00	Y	G
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(iii) Subdivision Work Inspections (PCA Inspections)

Note: Items a,b, c and d are charged separately except when purchased with the roads and drainage [see item (e) below]

(a) Sediment and erosion control plans	\$283.00	\$298.00	\$0.00	\$298.00	5.30%	\$15.00	N	G
(b) Traffic Management Plans (TMP)	\$283.00	\$298.00	\$0.00	\$298.00	5.30%	\$15.00	N	G
(c) Common drainage line (CDL)	\$358 + \$3.50 per lineal metre of pipe						N	G
	Last year fee \$340.89 + \$3.30 per lineal metre of pipe							
(d) All other drainage except roads	\$884 + \$8.50 per lineal metre of pipe						N	G
	Last year fee \$841.89 + \$8.06 per lineal metre of pipe							
(e) Road and drainage (per road carriageway)	\$976.2 + \$31.10 per lineal metre of road						N	G
	Last year fee \$929.7 + \$29.54 per lineal metre of road							
(f) Right of Carriageway	\$488.10+ \$8.50 per lineal metre of road						N	G
	Last year fee \$464.85 + \$8.06 per lineal metre of road							
(g) On site detention	\$187.00	\$197.00	\$0.00	\$197.00	5.35%	\$10.00	N	G
(h) Miscellaneous (hourly rate)	\$166.00	\$175.00	\$0.00	\$175.00	5.42%	\$9.00	N	G
(i) Reinspection (hourly rate)	\$166.00	\$175.00	\$0.00	\$175.00	5.42%	\$9.00	N	G
(j) Contributions Planning Reinspection Fee	\$620.00	\$638.00	\$0.00	\$638.00	2.90%	\$18.00	N	G

Name	Year 23/24 Fee (incl. GST)	Year 24/25		Fee (incl. GST)	Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST					

(iv) Subdivision Certificate

(a) Consolidating allotments and boundary adjustments (Including Exempt Subdivisions)	\$543.00	\$571.00	\$0.00	\$571.00	5.16%	\$28.00	N	G
(b) Where Council is the PCA and has inspected subdivision works	\$1,166 + \$157.30 per additional lot						N	G
	Last year fee \$1,110.47 + \$149.76 per additional lot							
(c) Where Council is not the PCA, but engaged by the PCA to do the inspections	\$813.50 + \$130.20 per additional lot						N	G
	Last year fee \$774.75 + \$123.96 per additional lot							
(d) Where no CC was issued and no subdivision work required	\$808.10 + \$155.20 per additional lot						N	G
	Last year fee \$769.58 + \$147.72 per additional lot							
(e) Resigning /Endorsement of a certificate, instrument or plan including where original has been amended, lost or destroyed	\$299.00	\$314.00	\$0.00	\$314.00	5.02%	\$15.00	N	G
(f) Strata certificates	\$808.10 + \$155.20 per additional lot						N	G
	Last year fee \$769.58 + \$147.72 per additional lot							
(g) New and amended 88B/88E Instrument Assessment (including deletion of restrictions/easements)	\$408 + \$81 per additional lot (+ PEXA lodgement fees see below)						N	G
	Last year fee \$388.00 + \$77.00 per additional lot (+ PEXA lodgement fees see below)							
(h) Documents note in (g) requiring lodgement via PEXA (NB additional disbursements/LRS fees will be at the applicants cost)	Positive Covenants/Restrictions = \$250.00 +GST Easements/transfers/other= \$500 +GST						N	F
	Min. Fee excl. GST: \$250.00							

Long Service Levy

Long service levy to be paid to the Long Service Payments Corporation for all projects costing \$250,000 or more	0.25% of Cost	N	F
Note – No levy is payable on work costing less than \$250,000			

Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				
Public Road Works								
Roadworks – For minor works only (For major works use subdivision fees)	\$495.00	\$520.00	\$0.00	\$520.00	5.05%	\$25.00	N	G
Other Certificates and Fees								
(i) Planning Certificate								
(a) Full (s.10.7 EPAA 1979)	\$168.00	\$168.00	\$0.00	\$168.00	0.00%	\$0.00	N	F
(b) Partial (s.10.7 EPAA 1979)	\$67.00	\$67.00	\$0.00	\$67.00	0.00%	\$0.00	N	F
(ii) Urgency Fee (24 hr response)								
Urgency Fee	\$81.50	\$84.00	\$0.00	\$84.00	3.07%	\$2.50	N	G
(iii) Copy of Local Environment Plan (Written Instrument)								
Local Environment Plan Fee	\$39.00	\$39.00	\$0.00	\$39.00	0.00%	\$0.00	N	A
(iv) Building Information Certificate								
(a) Section 149B Building Certificate Class 1 or Class 10								
Section 149B Building Certificate	\$250.00	\$250.00	\$0.00	\$250.00	0.00%	\$0.00	N	F
(b) Other classes								
(i) not exceeding 200 sqm floor area	\$250.00	\$250.00	\$0.00	\$250.00	0.00%	\$0.00	N	F
(ii) 200 sqm – 2,000 sqm floor area	\$250.00 + \$0.50 per sqm for area exceeding 200 sqm						N	F
(iii) exceeding 2,000 sqm floor area	\$1,165.00 + 7.5c per sqm for area exceeding 2,000 sqm						N	F
(iv) where no floor area applies	\$250.00	\$250.00	\$0.00	\$250.00	0.00%	\$0.00	N	F
(c) Additional fee if more than one inspection needed								
Additional Fee	\$90.00	\$90.00	\$0.00	\$90.00	0.00%	\$0.00	N	F

Name	Year 23/24 Fee (incl. GST)	Year 24/25 Fee (excl. GST)	Year 24/25 GST	Year 24/25 Fee (incl. GST)	Increase %	Increase \$	GST	Pricing Code
(d) Urgency fee (additional)								
Urgency Fee	\$73.50	\$76.00	\$0.00	\$76.00	3.40%	\$2.50	N	G
(e) Building Information Certificate copy								
Certificate Copy Fee	\$13.00	\$13.00	\$0.00	\$13.00	0.00%	\$0.00	N	F
(f) Building Information Certificate amended								
Certificate Fee	\$62.00	\$64.00	\$0.00	\$64.00	3.23%	\$2.00	N	G
(g) Certified copy of a document								
Certified Copy Fee	\$53.00	\$53.00	\$0.00	\$53.00	0.00%	\$0.00	N	F
(h) Administration fee for cancellation of building certificate								
Administration Fee	\$25.00	\$26.00	\$0.00	\$26.00	4.00%	\$1.00	N	G

Name	Year 23/24	Year 24/25			Increase		GST	Pricing Code
	Fee (incl. GST)	Fee (excl. GST)	GST	Fee (incl. GST)	%	\$		

Notes:

Note: An additional fee determined as shown below, may be charged for an application for a building certificate in relation to a building where the applicant for the certificate, or the person on whose behalf the application is made, is the person who erected the building or on whose behalf the building was erected and any of the following circumstances apply:

- (a) Where a development consent, complying development certificate or construction certificate was required for the erection of the building and no such consent or certificate was obtained,
- (b) Where a penalty notice has been issued for an offence under section 4.2 of the Environmental Planning and Assessment Act (the Act) in relation to the erection of the building and the person to whom it was issued has paid the penalty required by the penalty notice in respect of the alleged offence (or if the person has not paid the penalty and has not elected to have the matter dealt with by a court, enforcement action has been taken against the person under Division 4 of Part 4 of the Fines Act 1996),
- (c) Where order No 2, 12, 13, 15, 18 or 19 in the Environmental Planning and Assessment Act 1979 has been given in relation to the building unless the order has been revoked on appeal,
- (d) Where a person has been found guilty of an offence under the Act in relation to the erection of the building,
- (e) Where the court has made a finding that the building was erected in contravention of a provision of the Act.

The additional fee payable is the total of the following amounts:

- (a) The amount of the maximum fee that would be payable if the application were an application for development consent, or a complying development certificate (if appropriate), authorising the erection or alteration of any part of the building to which the application relates that has been erected or altered in contravention of the Act in the period of 24 months immediately preceding the date of the application
- (b) The amount of the maximum fee that would be payable if the application were an application to the council for a construction certificate relating to the erection or alteration of any part of the building to which the application relates that has been erected or altered in contravention of the Act in the period of 24 months immediately preceding the date of the application

(v) Outstanding Notice Certificate (s.735A LGA 1993 & Part 9 EPAA 1979)

Outstanding Notice Certificate Fee	\$120.00	\$120.00	\$0.00	\$120.00	0.00%	\$0.00	N	F
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(vi) Certificate Under Section 88G(3) of The Conveyancing Act, 1919 (Certificate as prescribed under cl.40 of The Conveyancing Act (General) Regulation, 1988)

(a) No inspection required	\$30.00	\$30.00	\$0.00	\$30.00	0.00%	\$0.00	N	F
(b) Inspection required	\$90.00	\$90.00	\$0.00	\$90.00	0.00%	\$0.00	N	F

Resited Dwellings

(i) Inspection fee	\$532.00	\$548.00	\$0.00	\$548.00	3.01%	\$16.00	N	G
(ii) Plus – per km (travelling both ways)	\$2.90	\$3.00	\$0.00	\$3.00	3.45%	\$0.10	N	G

Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				

Approvals Issued Under Section 68 of the LGA, 1993

NB Where Public Notification is required – refer to Public Notification/Advertising section of Fees & Charges

(i) Initial Inspection	\$283.00	\$292.00	\$0.00	\$292.00	3.18%	\$9.00	N	G
(ii) Where inspection is requested and is not ready for inspection	\$118.00	\$122.00	\$0.00	\$122.00	3.39%	\$4.00	N	E
(iii) Reinspection	\$134.00	\$138.00	\$0.00	\$138.00	2.99%	\$4.00	N	E

(iv) Amusement device approval

(a) 1-3 Devices/rides	\$99.50	\$103.00	\$0.00	\$103.00	3.52%	\$3.50	N	G
(b) 4- 8 devices/ rides	\$193.00	\$199.00	\$0.00	\$199.00	3.11%	\$6.00	N	G
(c) 9-15 devices/rides	\$372.00	\$372.00	\$0.00	\$372.00	0.00%	\$0.00	N	G
(d) >15 devices rides	\$372.00 + \$30.00 per device/ride in excess of 15						N	G

Caravans Approvals

(i) Special/site specific approval (caravan/ m-home) (LG Act Sec68 Table 1 Part A1)	\$99.50	\$103.00	\$0.00	\$103.00	3.52%	\$3.50	N	G
(ii) Inspection fee	\$129.00	\$133.00	\$0.00	\$133.00	3.10%	\$4.00	N	G
(iii) Reinspection	\$144.00	\$149.00	\$0.00	\$149.00	3.47%	\$5.00	N	G
(iv) Certificate of completion	\$357.00	\$368.00	\$0.00	\$368.00	3.08%	\$11.00	N	G
(v) Private premises approval-caravan/portable/manufactured home	\$105.00	\$109.00	\$0.00	\$109.00	3.81%	\$4.00	N	G
(vi) Caravan /Manufactured Home Park – Approval to Operate (per site/van)	\$6.60	\$6.80	\$0.00	\$6.80	3.03%	\$0.20	N	G
(vii) Re-issue of approval/ change of ownership	\$107.00	\$111.00	\$0.00	\$111.00	3.74%	\$4.00	N	G

Install a domestic oil / solid fuel heater (Section 68 – Table 1, Part F.4)

Application to Install a domestic oil or solid fuel heater	\$272.00	\$280.00	\$0.00	\$280.00	2.94%	\$8.00	N	G
NB – Notification may be require – refer to Camden LAP								

Fire Safety Certificates

(a) Lodgement of Annual Fire Safety Statements	\$91.50	\$85.91	\$8.59	\$94.50	3.28%	\$3.00	Y	E
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Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				

Fire Safety Certificates [continued]

(b) Lodgement of an Annual Fire Safety Statements for a building with "Alternative" solutions (BCA)	\$144.00	\$135.45	\$13.55	\$149.00	3.47%	\$5.00	Y	E
(c) Reassessment of unsatisfactory Annual Fire Safety Statements	\$91.50	\$85.91	\$8.59	\$94.50	3.28%	\$3.00	Y	E
(d) Fire Safety Assessment & Inspection Service – per hour (min 1 hour)	\$155.00	\$145.45	\$14.55	\$160.00	3.23%	\$5.00	Y	E

Miscellaneous Fees

(i) Search for building records over 5 years (per hour) (minimum charge of 1 hour)

Search Fee	\$85.50	\$88.00	\$0.00	\$88.00	2.92%	\$2.50	N	E
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(ii) Charge for Staff members services (per hour)

Staff Services Fee	\$181.00	\$170.00	\$17.00	\$187.00	3.31%	\$6.00	Y	G
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Note: Staff costs include on-costs, but excludes plant & materials costs.

(iii) Solicitor's enquiries and like research of Council Files and records (per hour) (minimum charge of 1 hour)

Solicitor Enquiry Fee	\$166.00	\$171.00	\$0.00	\$171.00	3.01%	\$5.00	N	G
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(iv) Copy of tech study/reports – Geotech (written statement)

Copy of tech study/reports	\$80.50	\$83.00	\$0.00	\$83.00	3.11%	\$2.50	N	C
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(v) Enquiries and advice requiring investigation and written response (per hour)

(a) Standard (minimum charge of 1 hour)	\$166.00	\$171.00	\$0.00	\$171.00	3.01%	\$5.00	N	G
(b) Complex (minimum charge of 1 hour)	\$166.00	\$171.00	\$0.00	\$171.00	3.01%	\$5.00	N	G

(vi) Variation of 'Restriction as to User'

Variation Fee	\$187.00	\$193.00	\$0.00	\$193.00	3.21%	\$6.00	N	G
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Name	Year 23/24 Fee (incl. GST)	Fee (excl. GST)	Year 24/25 GST	Fee (incl. GST)	Increase %	Increase \$	GST	Pricing Code
(vii) Search of Council records relating to contaminated land (per hour)								
Search Fee	\$161.00	\$166.00	\$0.00	\$166.00	3.11%	\$5.00	N	E
Records, Documents and Copying								
(i) Documents under 15 A4 pages								
Fee	\$31.00	\$32.00	\$0.00	\$32.00	3.23%	\$1.00	N	G
(ii) Documents over 15 A4 pages								
Fee	\$43.00	\$44.50	\$0.00	\$44.50	3.49%	\$1.50	N	G
(iii) Policies								
Fee	\$32.50	\$33.50	\$0.00	\$33.50	3.08%	\$1.00	N	G
(iv) Council documents only – per page								
Fee	\$2.50	\$2.60	\$0.00	\$2.60	4.00%	\$0.10	N	G
(v) Property plot								
Fee	\$10.40	\$10.80	\$0.00	\$10.80	3.85%	\$0.40	N	G
(vi) Environmental Impact Statements								
Fee	\$41.00	\$42.50	\$0.00	\$42.50	3.66%	\$1.50	N	G
(vii) Certificate Handling Fee – Registration of Private Certifier - Complying Development Certificates, Construction Certificates, Compliance Certificate, Occupation Certificates, Subdivision Certificates (per lodgement)								
Certificate Handling Fee	\$36.00	\$36.00	\$0.00	\$36.00	0.00%	\$0.00	N	F

Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				

(viii) Engineering Specifications

(a) Design	\$83.50	\$86.00	\$0.00	\$86.00	2.99%	\$2.50	N	G
(b) Construction	\$83.50	\$86.00	\$0.00	\$86.00	2.99%	\$2.50	N	G

Digital Products

(a) Data extraction fee – labour component (per hour, minimum 1 hour)	\$166.00	\$171.00	\$0.00	\$171.00	3.01%	\$5.00	N	G
(b) Cadastre data – per parcel (including lot, DP number, road boundary & road name)	\$13.60	\$14.00	\$0.00	\$14.00	2.94%	\$0.40	N	G

Refundable Bonds & Administration Fees

(i) Bond Administration Fee – Lodgement

(a) Cash / Cheque Bond or Deposit	\$193.00	\$203.00	\$0.00	\$203.00	5.18%	\$10.00	N	G
(b) Bank Guarantee	\$368.00	\$387.00	\$0.00	\$387.00	5.16%	\$19.00	N	G
(c) Rolling Bond Monitoring Fee per hour (minimum 1 hour)	\$166.00	\$175.00	\$0.00	\$175.00	5.42%	\$9.00	N	G

Note – Payable at each request to modify, transfer or refund security and/or secured items within the rolling bond.

Note – All bonds permitted by Council or required by a consent will require the above processing/administration fee.

(d) Bond refunds (per bond)	\$325.00	\$342.00	\$0.00	\$342.00	5.23%	\$17.00	N	G
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NB – Applicable to all other bonds lodged after 1 August 2019 (Not applicable for release of Damaged Bonds)

(ii) Resited Dwellings Bond – Refundable

Bond	\$1,385.00	\$1,430.00	\$0.00	\$1,430.00	3.25%	\$45.00	N	E
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(iii) Bond Items

Note – GST applies to any portion of the bond retained.

(a) Trees/Lot (Rate per tree)	\$352.00	\$363.00	\$0.00	\$363.00	3.13%	\$11.00	N	E
(b) Footpath Construction (per lineal metre)	\$139.00	\$146.00	\$0.00	\$146.00	5.04%	\$7.00	N	E
(c) Filming – Damage Security	\$1,385.00	\$1,430.00	\$0.00	\$1,430.00	3.25%	\$45.00	N	E

Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				

(iii) Bond Items [continued]

(d) Public Road Events – Damage Security	\$2,875.00	\$2,960.00	\$0.00	\$2,960.00	2.96%	\$85.00	N	E
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Map Production

i) Map Production

Note: Map production incurs a labour and consumables component

(a) Labour component – per hour, minimum 1 hour	\$166.00	\$171.00	\$0.00	\$171.00	3.01%	\$5.00	N	G
(b) Map production fee – consumables component	\$39.00	\$40.50	\$0.00	\$40.50	3.85%	\$1.50	N	G

ii) Map Printing & Other Charges

(a) Basic Map within LGA – A4 size per sheet	\$7.40	\$7.70	\$0.00	\$7.70	4.05%	\$0.30	N	G
(b) Basic Map within LGA – A3 size per sheet	\$15.20	\$15.80	\$0.00	\$15.80	3.95%	\$0.60	N	G
(c) Basic Map within LGA – A2 size per sheet	\$45.00	\$46.50	\$0.00	\$46.50	3.33%	\$1.50	N	G
(d) Basic Map within LGA – A1 size per sheet	\$67.50	\$69.50	\$0.00	\$69.50	2.96%	\$2.00	N	G
(e) Basic Map within LGA – A0 size per sheet	\$88.50	\$91.50	\$0.00	\$91.50	3.39%	\$3.00	N	G
(f) Aerial Photography – A4 size per sheet	\$15.20	\$15.80	\$0.00	\$15.80	3.95%	\$0.60	N	G
(g) Aerial Photography – A3 size per sheet	\$31.00	\$32.00	\$0.00	\$32.00	3.23%	\$1.00	N	G
(h) Aerial Photography – A2 size per sheet	\$59.00	\$61.00	\$0.00	\$61.00	3.39%	\$2.00	N	G
(i) Aerial Photography – A1 size per sheet	\$119.00	\$123.00	\$0.00	\$123.00	3.36%	\$4.00	N	G
(j) Aerial Photography – A0 size per sheet	\$181.00	\$187.00	\$0.00	\$187.00	3.31%	\$6.00	N	G
(k) Property search	\$41.00	\$42.50	\$0.00	\$42.50	3.66%	\$1.50	N	G

Name	Year 23/24 Fee (incl. GST)	Year 24/25		Fee (incl. GST)	Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST					

Environmental & Regulatory Services

Health Inspections

* Note: Not for profit school canteens/not for profit charities – Reinspection and Improvement Notice Administration Fee/Statutory Fees still apply

Food Premises/Business Annual Administration Fee	\$46.00	\$47.50	\$0.00	\$47.50	3.26%	\$1.50	N	E
Not for profit School Canteens *	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	N	H
Not for profit – charities	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	N	H
Additional hourly rate for food premise inspections	\$166.00	\$171.00	\$0.00	\$171.00	3.01%	\$5.00	N	E
Additional kitchen (on same premises)	\$102.00	\$105.00	\$0.00	\$105.00	2.94%	\$3.00	N	E
Food Act Improvement Notice Administration Fee – Statutory fee	\$330.00	\$330.00	\$0.00	\$330.00	0.00%	\$0.00	N	F
Reinspection	\$102.00	\$105.00	\$0.00	\$105.00	2.94%	\$3.00	N	E
Hairdresser/Beauty salon inspection fee – Local Govt. Act (Non-Skin Penetration Premises)	\$124.00	\$128.00	\$0.00	\$128.00	3.23%	\$4.00	N	E
Reinspection Hairdresser/Beauty salon inspection fee (No skin penetration) Local Govt. Act	\$76.00	\$78.50	\$0.00	\$78.50	3.29%	\$2.50	N	E
Skin penetration inspection fee – Public Health Act	\$173.00	\$179.00	\$0.00	\$179.00	3.47%	\$6.00	N	E
Reinspection Skin penetration – Public Health Act	\$99.50	\$103.00	\$0.00	\$103.00	3.52%	\$3.50	N	E
Mortuary Inspection	\$173.00	\$179.00	\$0.00	\$179.00	3.47%	\$6.00	N	E
Mortuary Reinspection	\$99.50	\$103.00	\$0.00	\$103.00	3.52%	\$3.50	N	E
Sex Service Premises – Health & Compliance Inspection per hour	\$325.00	\$335.00	\$0.00	\$335.00	3.08%	\$10.00	N	E
Note: Should a sex premise obtain development consent, it shall be inspected by Council Officers every six (6) months or when Council receives a complaint about the operations.								
Two Council Officers will inspect and fee charged in one hour increments.								
Cost of outstanding Health Notices	\$144.00	\$149.00	\$0.00	\$149.00	3.47%	\$5.00	N	E
Health Notices/Enquiries	\$144.00	\$149.00	\$0.00	\$149.00	3.47%	\$5.00	N	E
Section 735A Outstanding Notice Certificate	\$120.00	\$120.00	\$0.00	\$120.00	0.00%	\$0.00	N	F
Public Health Act Improvement Notice/Prohibition Order Administration Fee (non regulated systems – Statutory fee)	\$290.00	\$290.00	\$0.00	\$290.00	0.00%	\$0.00	N	F

Food Premises/Business Inspection Fee

Level 0 – low risk food business (Up to 1 hour)	\$139.00	\$144.00	\$0.00	\$144.00	3.60%	\$5.00	N	E
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Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				

Food Premises/Business Inspection Fee [continued]

Level 1 – medium and high risk food business (Up to 1 hour)	\$176.00	\$182.00	\$0.00	\$182.00	3.41%	\$6.00	N	E
Not for profit School Canteens *	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	N	H

Temporary Food Stall in a Public Place

Food Trading Stall Single Event Approval	\$97.50	\$101.00	\$0.00	\$101.00	3.59%	\$3.50	N	E
Food Trading Stall Annual Event Approval	\$176.00	\$182.00	\$0.00	\$182.00	3.41%	\$6.00	N	E
Food Trading Public Roads Approval	\$325.00	\$335.00	\$0.00	\$335.00	3.08%	\$10.00	N	E
Food Trading Stall Reinspection Fee	\$73.50	\$76.00	\$0.00	\$76.00	3.40%	\$2.50	N	E
Food Notification (temporary food stalls not on Council land)	\$56.00	\$56.00	\$0.00	\$56.00	0.00%	\$0.00	N	E

Destruction of Stock

Horses and Cattle	At Full Cost Recovery						N	G
Sheep and Goats	At Full Cost Recovery						N	G

Shop Fitouts / Food Premises Inspections

Food Premises – Shop Fitout Inspection (pre-commencement)	\$176.00	\$182.00	\$0.00	\$182.00	3.41%	\$6.00	N	G
Reinspection	\$102.00	\$105.00	\$0.00	\$105.00	2.94%	\$3.00	N	G
Other Shop Fitout Inspections e.g. skin pen/hairdressers/barbers/cooling towers/public swimming pools/mortuaries	\$176.00	\$182.00	\$0.00	\$182.00	3.41%	\$6.00	N	G

Microbial Control Inspections

Cooling Towers (water testing)	\$76.00	\$78.50	\$0.00	\$78.50	3.29%	\$2.50	N	G
Cooling Tower Inspection	\$173.00	\$179.00	\$0.00	\$179.00	3.47%	\$6.00	N	G
Warm Water System Inspection	\$173.00	\$179.00	\$0.00	\$179.00	3.47%	\$6.00	N	G
Subsequent Units On Same Site Inspection	\$86.50	\$89.50	\$0.00	\$89.50	3.47%	\$3.00	N	G
Additional Reinspection	\$173.00	\$179.00	\$0.00	\$179.00	3.47%	\$6.00	N	G
Public Health Act Improvement Notice/Prohibition Order Administration Fee - Regulated system	\$620.00	\$620.00	\$0.00	\$620.00	0.00%	\$0.00	N	F

Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				

Swimming Pool Compliance

(a) Swimming Pool Compliance Certificate (sec 22D)	\$150.00	\$136.36	\$13.64	\$150.00	0.00%	\$0.00	Y	F
(b) Swimming Pool Compliance Certificate Re-inspection (sec 22D)	\$100.00	\$90.91	\$9.09	\$100.00	0.00%	\$0.00	Y	F
(c) Exemption under Sec.22	\$250.00	\$250.00	\$0.00	\$250.00	0.00%	\$0.00	N	F
(d) Swimming pool online registration (Administration Fee)	\$10.00	\$9.09	\$0.91	\$10.00	0.00%	\$0.00	Y	F

Septic Tank Installations (Domestic)

Domestic Installation Package (not incl. SEAA Application Fee)

Assessment + 4 Inspections + Approval to Operate

Application	\$421.00	\$434.00	\$0.00	\$434.00	3.09%	\$13.00	N	E
Inspection	\$176.00	\$182.00	\$0.00	\$182.00	3.41%	\$6.00	N	E
Installation Inspections (maximum of 3 inspections included)	\$517.00	\$532.00	\$0.00	\$532.00	2.90%	\$15.00	N	E
Approval to Operate	\$77.50	\$77.50	\$0.00	\$77.50	0.00%	\$0.00	N	E
Total Package	\$1,195.00	\$1,230.00	\$0.00	\$1,230.00	2.93%	\$35.00	N	E
Note: Total Package must be paid together								
Additional inspections / Reinspections	\$176.00	\$182.00	\$0.00	\$182.00	3.41%	\$6.00	N	E

Amended septic tank application fee

Amended septic tank application fee – Major (Does not include inspections)	\$347.00	\$358.00	\$0.00	\$358.00	3.17%	\$11.00	N	E
Amended septic tank application fee – Minor (Does not include inspections)	\$166.00	\$171.00	\$0.00	\$171.00	3.01%	\$5.00	N	E
Amended septic tank application – Additional inspections / Reinspections	\$176.00	\$182.00	\$0.00	\$182.00	3.41%	\$6.00	N	E

Septic Tank Installations (Commercial)

Note: Fees are based on Infrastructure cost

Package Fee – For Infrastructure Cost < \$20,000	\$1,760.00	\$1,815.00	\$0.00	\$1,815.00	3.13%	\$55.00	N	E
Assessment + 4 Inspections + Approval to Operate								

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Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				

Septic Tank Installations (Commercial) [continued]

Package Fee – For Infrastructure Cost between \$20,000 – \$100,000	\$3,195.00	\$3,290.00	\$0.00	\$3,290.00	2.97%	\$95.00	N	E
Assessment + 5 Inspections + Approval to Operate								
Package Fee – For Infrastructure Cost > \$100,000	\$3,300.00	\$3,400.00	\$0.00	\$3,400.00	3.03%	\$100.00	N	E
Assessment + 6 Inspections + Approval to Operate								
External Consultancy Fees – engaged by Council					At Full Cost Recovery		N	E
Inspections/additional inspection/reinspections	\$176.00	\$182.00	\$0.00	\$182.00	3.41%	\$6.00	N	E

Amended on-site sewer management (OSSM) system application Fee

Minor Amendment – Infrastructure cost < \$20,000 (does not include inspections)	\$166.00	\$171.00	\$0.00	\$171.00	3.01%	\$5.00	N	E
Minor Amendment – Infrastructure cost \$20,000 – \$100,000 (does not include inspections)	\$272.00	\$280.00	\$0.00	\$280.00	2.94%	\$8.00	N	E
Minor Amendment – Infrastructure cost > \$100,000 (does not include inspections)	\$325.00	\$335.00	\$0.00	\$335.00	3.08%	\$10.00	N	E
Major Amendment – Infrastructure cost < \$20,000 (does not include inspections)	\$347.00	\$358.00	\$0.00	\$358.00	3.17%	\$11.00	N	E
Major Amendment – Infrastructure cost \$20,000 – \$100,000 (does not include inspections)	\$602.00	\$620.00	\$0.00	\$620.00	2.99%	\$18.00	N	E
Major Amendment – Infrastructure cost > \$100,000 (does not include inspections)	\$718.00	\$739.00	\$0.00	\$739.00	2.92%	\$21.00	N	E

Water Supply – Section 68 LGA Applications (Commercial)

Note: Fees are based on Infrastructure cost

Package Fee – For Infrastructure Cost < \$20,000	\$1,760.00	\$1,815.00	\$0.00	\$1,815.00	3.13%	\$55.00	N	E
Assessment + 4 Inspections + Approval to Operate								
Package Fee – For Infrastructure Cost between \$20,000 – \$100,000	\$3,195.00	\$3,290.00	\$0.00	\$3,290.00	2.97%	\$95.00	N	E
Assessment + 4 Inspections + Approval to Operate								
Package Fee – For Infrastructure Cost > \$100,000	\$3,300.00	\$3,400.00	\$0.00	\$3,400.00	3.03%	\$100.00	N	E
Assessment + 4 Inspections + Approval to Operate								
External Consultancy Fees – engaged by Council					At Full Cost Recovery		N	E
Inspections/additional inspection/reinspections	\$176.00	\$182.00	\$0.00	\$182.00	3.41%	\$6.00	N	E

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Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				

Water Supply – Section 68 LGA Applications (Commercial) [continued]

Water supply inspection fee (ongoing inspection fee) – per hour – minimum 1 hour	\$176.00	\$182.00	\$0.00	\$182.00	3.41%	\$6.00	N	E
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Amended section 68 Water Supply application Fee

Minor Amendment – Infrastructure cost < \$20,000 (Does not include inspections)	\$166.00	\$171.00	\$0.00	\$171.00	3.01%	\$5.00	N	E
Minor Amendment – Infrastructure cost \$20,000 – \$100,000 (Does not include inspections)	\$272.00	\$280.00	\$0.00	\$280.00	2.94%	\$8.00	N	E
Minor Amendment – Infrastructure cost > \$100,000 (Does not include inspections)	\$325.00	\$335.00	\$0.00	\$335.00	3.08%	\$10.00	N	E
Major Amendment – Infrastructure cost < \$20,000 (Does not include inspections)	\$347.00	\$358.00	\$0.00	\$358.00	3.17%	\$11.00	N	E
Major Amendment – Infrastructure cost \$20,000 – \$100,000 (Does not include inspections)	\$602.00	\$620.00	\$0.00	\$620.00	2.99%	\$18.00	N	E
Major Amendment – Infrastructure cost > \$100,000 (Does not include inspections)	\$718.00	\$739.00	\$0.00	\$739.00	2.92%	\$21.00	N	E

Water Carters Approval

Water carters inspection fee – per hour – minimum – 1 hour	\$176.00	\$182.00	\$0.00	\$182.00	3.41%	\$6.00	N	E
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Approval to Operate Septic Tank under s68 of the Local Government Act

Conventional systems (T beds, Trenches etc.) – Residential – per annum includes first inspection	\$77.50	\$77.50	\$0.00	\$77.50	0.00%	\$0.00	N	G
AWTS – per annum Residential – per annum includes first inspection + 1 effluent warning sign per inspection	\$77.50	\$77.50	\$0.00	\$77.50	0.00%	\$0.00	N	G
Subsequent Inspection fees for Residential Properties	\$176.00	\$182.00	\$0.00	\$182.00	3.41%	\$6.00	N	G
Commercial System – per annum Plus Hourly Rate for Inspection and assessment	\$83.50	\$83.50	\$0.00	\$83.50	0.00%	\$0.00	N	G
Commercial System (pump out) – per hour – minimum 1 hour	\$176.00	\$182.00	\$0.00	\$182.00	3.41%	\$6.00	N	G
Commercial System (on-site disposal) (per hour) – minimum 1 hour	\$176.00	\$182.00	\$0.00	\$182.00	3.41%	\$6.00	N	G
External Consultancy Fees (engaged by Council)					At Full Cost Recovery		N	G

Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				
Miscellaneous Septic Tanks Charges								
Request for a Sustainable Effluent Application Area – Residential – Price per system (Administration Fee)	\$90.50	\$93.50	\$0.00	\$93.50	3.31%	\$3.00	N	G
Request for a Sustainable Effluent Application Area (SEAA) – Per Allotment for Proposed Subdivision (Administration Fee)	\$90.50	\$93.50	\$0.00	\$93.50	3.31%	\$3.00	N	G
Pre-purchase Inspection	\$283.00	\$292.00	\$0.00	\$292.00	3.18%	\$9.00	N	G
Out of Hours Inspection – Pre-booked	\$357.00	\$368.00	\$0.00	\$368.00	3.08%	\$11.00	N	G
Order/Proposal from Council to replace Septic System (per hour)	\$176.00	\$182.00	\$0.00	\$182.00	3.41%	\$6.00	N	G
External Consultancy Geotech report as required (Orders & Proposals engaged by Council)	At Full Cost Recovery						N	G
Wastewater Analysis	At Full Cost Recovery						N	G
Effluent Warning Signs (each)	\$6.10	\$6.30	\$0.00	\$6.30	3.28%	\$0.20	N	G
Water Sampling								
Determination of potable supply	\$218.00	\$225.00	\$0.00	\$225.00	3.21%	\$7.00	N	G
Swimming Pools and Spas								
Minimum 3 bacteriological test per pool	\$198.00	\$204.00	\$0.00	\$204.00	3.03%	\$6.00	N	G
Water quality initial pool (primary inspection & test)	\$161.00	\$166.00	\$0.00	\$166.00	3.11%	\$5.00	N	G
Water quality additional pools (test & inspection)	\$81.50	\$84.00	\$0.00	\$84.00	3.07%	\$2.50	N	G
Reinspection Swimming Pools and Spas								
Water quality initial pool (test & reinspection)	\$161.00	\$166.00	\$0.00	\$166.00	3.11%	\$5.00	N	G
Water quality additional pools (test & reinspection)	\$81.50	\$84.00	\$0.00	\$84.00	3.07%	\$2.50	N	G
Facilities and grounds only (no water testing conducted)	\$76.00	\$78.50	\$0.00	\$78.50	3.29%	\$2.50	N	G
Environmental Enforcement / Inspections								
Prevention Notices	\$785.00	\$803.00	\$0.00	\$803.00	2.29%	\$18.00	N	F
Compliance Inspections (per hour, minimum 1 hr)	\$166.00	\$171.00	\$0.00	\$171.00	3.01%	\$5.00	N	G

Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				

Environmental Enforcement / Inspections [continued]

Clean up Notices	\$785.00	\$803.00	\$0.00	\$803.00	2.29%	\$18.00	N	F
Compliance Cost/Clean up – cost of clean up					At Full Cost Recovery		N	G
Noise Control Notices	\$785.00	\$803.00	\$0.00	\$803.00	2.29%	\$18.00	N	F
Underground Petroleum Storage Systems (UPSS) and/or Vapour Recovery Inspection	\$181.00	\$182.00	\$0.00	\$182.00	0.55%	\$1.00	N	G
Underground Petroleum Storage Systems (UPSS) and/or Vapour Recovery Re-inspection	\$103.00	\$103.00	\$0.00	\$103.00	0.00%	\$0.00	N	G

Special events (out of office hours) (min. 4 Hours)

Note: Staff costs include on-costs, but excludes plant & materials costs.

Professional Staff	\$634.00	\$653.00	\$0.00	\$653.00	3.00%	\$19.00	N	G
Administration Staff	\$253.00	\$261.00	\$0.00	\$261.00	3.16%	\$8.00	N	G
Operational Staff	\$199.00	\$205.00	\$0.00	\$205.00	3.02%	\$6.00	N	G
Plant & Materials					At Cost		N	G

Noxious Weeds Certification

Issue Certificates	\$146.00	\$151.00	\$0.00	\$151.00	3.42%	\$5.00	N	G
Re-inspection fees	\$161.00	\$166.00	\$0.00	\$166.00	3.11%	\$5.00	N	G

Dog & Cat Registration Fees (Under Companion Animals Act)

Note: registration fees are subject to change in accordance with clause 18 of the Companion Animals Regulation 2018

Dog – Desexed (by relevant age)	\$75.00	\$75.00	\$0.00	\$75.00	0.00%	\$0.00	N	F
Dog – Desexed (by relevant age – eligible pensioner)	\$32.00	\$32.00	\$0.00	\$32.00	0.00%	\$0.00	N	F
Dog – Desexed (sold by pound/shelter)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	N	F
Dog – Not Desexed or Desexed (after relevant age)	\$252.00	\$252.00	\$0.00	\$252.00	0.00%	\$0.00	N	F
Dog – Not Desexed (not recommended)	\$75.00	\$75.00	\$0.00	\$75.00	0.00%	\$0.00	N	F
Dog – Not Desexed (not recommended – pensioner)	\$32.00	\$32.00	\$0.00	\$32.00	0.00%	\$0.00	N	F
Dog – Not Desexed (recognised breeder)	\$75.00	\$75.00	\$0.00	\$75.00	0.00%	\$0.00	N	F

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Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				

Dog & Cat Registration Fees (Under Companion Animals Act) [continued]

Dog – Working	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	N	F
Dog – Service of the State	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	N	F
Assistance Animal	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	N	F
Cat – Desexed or Not Desexed	\$65.00	\$65.00	\$0.00	\$65.00	0.00%	\$0.00	N	F
Cat – Desexed (eligible pensioner)	\$32.00	\$32.00	\$0.00	\$32.00	0.00%	\$0.00	N	F
Cat – Desexed (sold by pound/shelter)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	N	F
Cat – Not Desexed (not recommended)	\$65.00	\$65.00	\$0.00	\$65.00	0.00%	\$0.00	N	F
Cat – Not Desexed (not recommended – pensioner)	\$32.00	\$32.00	\$0.00	\$32.00	0.00%	\$0.00	N	F
Cat – Not Desexed (recognised breeder)	\$65.00	\$65.00	\$0.00	\$65.00	0.00%	\$0.00	N	F
Cat not desexed by four months of age	\$92.00	\$92.00	\$0.00	\$92.00	0.00%	\$0.00	N	F
Late Registration Fee	\$21.00	\$21.00	\$0.00	\$21.00	0.00%	\$0.00	N	F
Dangerous dog	\$221.00	\$221.00	\$0.00	\$221.00	0.00%	\$0.00	N	F
Restricted dog	\$221.00	\$221.00	\$0.00	\$221.00	0.00%	\$0.00	N	F
Permit late fee	\$21.00	\$21.00	\$0.00	\$21.00	0.00%	\$0.00	N	F

Dog & Cat Control

Dog release fee first Impounding	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	N	G
Dog release fee for second and subsequent Impounding	\$0.00	\$44.00	\$0.00	\$44.00	-	\$44.00	N	G
Feeding fee per day – Dog	Companion Animal Care Facility set fees						N	G
	Last year fee							
	Companion Animal Care set fees							
Companion Animal Care and Livestock Holding Facility set fees								
Feeding fee per day – Cat	Companion Animal Care Facility set fees						N	G
	Last year fee							
	Companion Animal Care and Livestock Holding Facility set fees							
Companion Animal Care and Livestock Holding Facility set fees								

Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				
Dog & Cat Control [continued]								
Surrender fee						Min. Fee excl. GST: \$250.00	N	E
Companion Animal Care and Livestock Holding Facility set fees								
Dog Adoption Fee						Dog Adoption Fee The fee includes purchase, price, vaccination, desexing, microchipping and lifetime registration Min. Fee excl. GST: \$45.45 Last year fee Companion Animal Care and Livestock Holding Facility set fees	Y	G
Dog Adoption Fee The fee includes purchase, price, vaccination, desexing, microchipping and lifetime registration Dog adoption fees have been reduced to increase dog adoption rates and reduce the length of stay at the pound. Reducing the length of stay at the pound reduces stress on the animal and reduces Council's pound costs.								
Cat Adoption Fee						Cat Adoption Fee The fee includes purchase price, vaccination, desexing, microchipping and lifetime registration Min. Fee excl. GST: \$45.45 Last year fee Companion Animal Care and Livestock Holding Facility set fees	Y	G
Cat Adoption Fee The fee includes purchase price, vaccination, desexing, microchipping and lifetime registration Cat adoption fees have been reduced to increase cat adoption rates and reduce the length of stay at the pound. Reducing the length of stay at the pound reduces stress on the animal and reduces Council's pound costs.								
Certificate of Compliance	\$150.00	\$150.00	\$0.00	\$150.00	0.00%	\$0.00	N	F
Animal Stock Impounding Fees								
Release Fees								
Bull						Min. Fee excl. GST: \$25.00	N	E

Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				

Release Fees [continued]

Stallion					Min. Fee excl. GST: \$25.00		N	E
Cow/Steer					Min. Fee excl. GST: \$25.00		N	E
Mare/Gelding					Min. Fee excl. GST: \$25.00		N	E
Sheep/Goat/Pig					Min. Fee excl. GST: \$20.00		N	E

Sustenance (Per Day) Fees

Bull Sustenance (Per Day) & Vet Care					Full cost recovery		N	G
Stallion Sustenance (Per Day) & Vet Care					Full cost recovery		N	G
Cow/Steer Sustenance (Per Day) & Vet Care					Full cost recovery		N	G
Mare/Gelding Sustenance (Per Day) & Vet Care					Full cost recovery		N	G
Sheep/Goat/Pig Sustenance (Per Day) & Vet Care					Full cost recovery		N	G

Driving fees

Portable Stockyards used by customer – supplied by Council					\$90.00 per hour		N	G
Portable Stockyards used by customer – supplied by Council					\$90.00 per hour		N	G
Rates for transport of animals - supplied by Council					\$90.00 per hour		N	G
Rates for transport of animals					Transport by a contractor at full cost recovery		N	G

Dangerous Dog Collar

Small	\$40.00	\$37.73	\$3.77	\$41.50	3.75%	\$1.50	Y	G
Medium	\$45.00	\$42.27	\$4.23	\$46.50	3.33%	\$1.50	Y	G
Large	\$50.50	\$47.27	\$4.73	\$52.00	2.97%	\$1.50	Y	G
X-Large	\$55.50	\$52.27	\$5.23	\$57.50	3.60%	\$2.00	Y	G

Name	Year 23/24 Fee (incl. GST)	Year 24/25		Fee (incl. GST)	Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST					
Dangerous Dog Sign								
Dangerous Dog Sign	\$11.00	\$13.64	\$1.36	\$15.00	36.36%	\$4.00	Y	G
Abandoned Motor Vehicles								
Abandoned motor vehicle fee includes administration, transport, and storage						At full cost recovery	N	G
Release Fee	\$0.00	\$97.00	\$0.00	\$97.00	-	\$97.00	N	G
Impounded Articles (signs etc.)								
Impounded Articles Large Items e.g.: trolleys, shipping containers & clothing bins Includes administration, seizure, transport, and storage						At Cost	N	C
Release Fee (large size articles)	\$0.00	\$97.00	\$0.00	\$97.00	-	\$97.00	N	C
Storage per day	\$22.00	\$23.00	\$0.00	\$23.00	4.55%	\$1.00	N	C
Release Fee (Standard Size Articles)	\$94.00	\$97.00	\$0.00	\$97.00	3.19%	\$3.00	N	C
Removal per hour (1 hour minimum)	\$27.00	\$50.00	\$0.00	\$50.00	85.19%	\$23.00	N	C

Name	Year 23/24 Fee (incl. GST)	Year 24/25 Fee (excl. GST)	Year 24/25 GST	Year 24/25 Fee (incl. GST)	Increase %	Increase \$	GST	Pricing Code
Waste & City Presentation Services								
Domestic Waste Management								
Service Availability Charge	\$128.00	\$128.00	\$0.00	\$128.00	0.00%	\$0.00	N	C
Urban Service								
80L Garbage, Recycling & Green Waste Service	\$341.00	\$359.00	\$0.00	\$359.00	5.28%	\$18.00	N	C
120L Garbage, Recycling & Green Waste Service	\$403.00	\$424.00	\$0.00	\$424.00	5.21%	\$21.00	N	C
240L Garbage, Recycling & Green Waste Service	\$698.00	\$733.00	\$0.00	\$733.00	5.01%	\$35.00	N	C
Rural Service								
80L Garbage & Recycling Service	\$273.00	\$287.00	\$0.00	\$287.00	5.13%	\$14.00	N	C
120L Garbage & Recycling Service	\$341.00	\$359.00	\$0.00	\$359.00	5.28%	\$18.00	N	C
240L Garbage & Recycling Service	\$630.00	\$662.00	\$0.00	\$662.00	5.08%	\$32.00	N	C
Urban Service (Green Waste Exempt)								
80L Garbage & Recycling Service	\$273.00	\$287.00	\$0.00	\$287.00	5.13%	\$14.00	N	C
120L Garbage & Recycling Service	\$341.00	\$359.00	\$0.00	\$359.00	5.28%	\$18.00	N	C
240L Garbage & Recycling Service	\$630.00	\$662.00	\$0.00	\$662.00	5.08%	\$32.00	N	C
Multi Residential Service								
Multi Residential (Including Green Waste) – Per Unit	\$401.00	\$422.00	\$0.00	\$422.00	5.24%	\$21.00	N	C
Multi Residential (Excluding Green Waste) – Per Unit	\$332.00	\$349.00	\$0.00	\$349.00	5.12%	\$17.00	N	C
Domestic Waste – Other Charges								
Additional 80L Garbage Service	\$253.00	\$266.00	\$0.00	\$266.00	5.14%	\$13.00	N	C
Additional 120L Garbage Service	\$375.00	\$394.00	\$0.00	\$394.00	5.07%	\$19.00	N	C
Additional 240L Garbage Service	\$750.00	\$788.00	\$0.00	\$788.00	5.07%	\$38.00	N	C
Additional 240L Recycling Bin	\$96.50	\$102.00	\$0.00	\$102.00	5.70%	\$5.50	N	C

continued on next page ...

Name	Year 23/24 Fee (incl. GST)	Year 24/25		Fee (incl. GST)	Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST					
Domestic Waste – Other Charges [continued]								
Additional 240L Green Waste Bin	\$61.00	\$64.50	\$0.00	\$64.50	5.74%	\$3.50	N	C
Additional Kerbside Collection	\$125.00	\$132.00	\$0.00	\$132.00	5.60%	\$7.00	N	C
Commercial Waste Management								
Commercial three bin service	\$822.00	\$864.00	\$0.00	\$864.00	5.11%	\$42.00	N	D
Commercial Garbage								
240L Garbage Service	\$530.00	\$557.00	\$0.00	\$557.00	5.09%	\$27.00	N	D
Additional 240L Garbage Weekly Collection	\$530.00	\$557.00	\$0.00	\$557.00	5.09%	\$27.00	N	D
360L Garbage Service	\$788.00	\$828.00	\$0.00	\$828.00	5.08%	\$40.00	N	D
Additional 360L Garbage Weekly Collection	\$788.00	\$828.00	\$0.00	\$828.00	5.08%	\$40.00	N	D
660L Garbage Service	\$1,450.00	\$1,525.00	\$0.00	\$1,525.00	5.17%	\$75.00	N	D
Additional 660L Garbage Weekly Collection	\$1,450.00	\$1,525.00	\$0.00	\$1,525.00	5.17%	\$75.00	N	D
Commercial Recycling								
240L Recycling Service	\$323.00	\$340.00	\$0.00	\$340.00	5.26%	\$17.00	N	D
Additional 240L Recycling Weekly Collection	\$323.00	\$340.00	\$0.00	\$340.00	5.26%	\$17.00	N	D
360L Recycling Service	\$440.00	\$462.00	\$0.00	\$462.00	5.00%	\$22.00	N	D
Additional 360L Recycling Weekly Collection	\$440.00	\$462.00	\$0.00	\$462.00	5.00%	\$22.00	N	D
School Service								
240L Garbage Service	\$530.00	\$557.00	\$0.00	\$557.00	5.09%	\$27.00	N	D
Additional 240L Garbage Weekly Collection	\$530.00	\$557.00	\$0.00	\$557.00	5.09%	\$27.00	N	D
240L School Recycling Service	\$153.00	\$161.00	\$0.00	\$161.00	5.23%	\$8.00	N	D
Additional 240L School Recycling Weekly Collection	\$153.00	\$161.00	\$0.00	\$161.00	5.23%	\$8.00	N	D

Name	Year 23/24	Year 24/25			Increase	Increase	GST	Pricing Code
	Fee (incl. GST)	Fee (excl. GST)	GST	Fee (incl. GST)	%	\$		

Commercial Waste – Other Charges

Event Bin (minimum of 10 bins)	\$18.00	\$17.27	\$1.73	\$19.00	5.56%	\$1.00	Y	D
Event Bin Additional Collection	\$18.00	\$17.27	\$1.73	\$19.00	5.56%	\$1.00	Y	D
Street Bin Service (Internal charge)	\$480.00	\$504.00	\$0.00	\$504.00	5.00%	\$24.00	N	D
Street Bin Service additional weekly collection	\$480.00	\$504.00	\$0.00	\$504.00	5.00%	\$24.00	N	D

Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				
Traffic Planning								
Traffic Data								
Search Fee (includes first location)	\$146.00	\$137.27	\$13.73	\$151.00	3.42%	\$5.00	Y	G
Per location (second location and thereafter)	\$44.00	\$41.36	\$4.14	\$45.50	3.41%	\$1.50	Y	G
Traffic Management – Permits								
Special Event Permit Application	\$134.00	\$138.00	\$0.00	\$138.00	2.99%	\$4.00	N	G
Traffic Management / Control Plan Review	\$213.00	\$220.00	\$0.00	\$220.00	3.29%	\$7.00	N	G
Rate: \$/hour for non-standard plans, large events								
Heavy Vehicle Application Fee (for class 1 and class 3 vehicle permits)	\$74.00	\$74.00	\$0.00	\$74.00	0.00%	\$0.00	N	F
Flood Management								
Flood Information Fee	\$198.00	\$204.00	\$0.00	\$204.00	3.03%	\$6.00	N	G
Floodplain Management								
Review of Floodplain and Stormwater Management Reports and Models. (E.g. Water Cycle Master Plans, Flood Impact and Risk Assessment (FIRA), Water Quality, Flood Emergency Management etc)	Fee by quote						N	G
Staff Services Fee - Floodplain Management (per hour)	\$0.00	\$181.00	\$0.00	\$181.00	-	\$181.00	N	G
Stormwater Management Levy								
Stormwater Management Service Charge								
Note : The charge on any single Business/Commercial parcel is not to exceed \$1,000.00								
Urban Residential Land – non vacant (each rateable parcel)	\$25.00	\$25.00	\$0.00	\$25.00	0.00%	\$0.00	N	F
Urban Residential Land – strata plan units (each rateable parcel)	\$12.50	\$12.50	\$0.00	\$12.50	0.00%	\$0.00	N	F
Business/Commercial Land – non vacant (each 700m2 or part thereof, of surface land area)	\$25.00	\$25.00	\$0.00	\$25.00	0.00%	\$0.00	N	F

Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				

Stormwater Management Service Charge [continued]

Business/Commercial Land – strata plan units (each 700m2 or part thereof, of surface land area divided equally between all units in development)	\$25.00	\$25.00	\$0.00	\$25.00	0.00%	\$0.00	N	F
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Plan Printing Charges

A2 copy	\$45.00	\$46.50	\$0.00	\$46.50	3.33%	\$1.50	N	C
A1 copy	\$67.50	\$69.50	\$0.00	\$69.50	2.96%	\$2.00	N	C
A0 copy	\$88.50	\$91.50	\$0.00	\$91.50	3.39%	\$3.00	N	C

Public Road Events

Note: Notification required – refer to "Public Notification/ Advertising" section in this document for fee advice.

Bond required – refer to "Bonds" section in this document for bond advice.

For assistance with this application, contact Council's Communications and Events Department.

Public Road Events (s.144 & 223 RA 1993)	\$1,920.00	\$1,980.00	\$0.00	\$1,980.00	3.13%	\$60.00	N	G
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Road Occupancy

Work/Truck Zones

a. Application Fee	\$150.00	\$155.00	\$0.00	\$155.00	3.33%	\$5.00	N	G
b. Occupancy Fee – Work Zone (CBD and shopping precincts) – per m length of zone / week	\$47.00	\$48.50	\$0.00	\$48.50	3.19%	\$1.50	N	G
c. Occupancy Fee – Work Zone (other areas) – per m length of work zone/week	\$47.00	\$48.50	\$0.00	\$48.50	3.19%	\$1.50	N	G

Skip Bin, Crane / Concrete Pump Permits

a. Application Fee	\$150.00	\$155.00	\$0.00	\$155.00	3.33%	\$5.00	N	G
b. Occupancy Fee – Standing Plant – per m length of plant/week	\$49.50	\$51.00	\$0.00	\$51.00	3.03%	\$1.50	N	G

Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				

Hoarding Zones

a. Application Fee

Fee	\$150.00	\$155.00	\$0.00	\$155.00	3.33%	\$5.00	N	G
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b. Occupancy Fee (per metre per month)

i. 'A' Class Type	\$20.00	\$21.00	\$0.00	\$21.00	5.00%	\$1.00	N	G
ii. 'B' Class Type	\$34.50	\$35.50	\$0.00	\$35.50	2.90%	\$1.00	N	G

Shoring / Ground Anchors

Application Fee	\$150.00	\$155.00	\$0.00	\$155.00	3.33%	\$5.00	N	G
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Traffic Control Assessment – Film Shoots

Film Shoots – low impact Partial Road Closure Stop/Slow traffic control on local or Council managed roads – Police Consultation	\$139.00	\$144.00	\$0.00	\$144.00	3.60%	\$5.00	N	G
Film Shoots – Medium impact Partial Road Closure – Stop/ Slow traffic control on multilane or state road – Police Consultation	\$389.00	\$401.00	\$0.00	\$401.00	3.08%	\$12.00	N	G
Film Shoots – High Impact Full Road Closure – Traffic Committee process	\$649.00	\$668.00	\$0.00	\$668.00	2.93%	\$19.00	N	G

Annual Charge on Rails, Pipes etc. (Section 611 of LGA)

(i) All cables component – per kilometre	\$710.00	\$710.00	\$0.00	\$710.00	0.00%	\$0.00	N	F
(ii) Overhead cable – per kilometre	\$710.00	\$710.00	\$0.00	\$710.00	0.00%	\$0.00	N	F
(iii) Tunnel or Restructure – To be determined based on Land Value and Benefits					Price on Application		N	F

Name	Year 23/24	Year 24/25			Increase		GST	Pricing Code
	Fee (incl. GST)	Fee (excl. GST)	GST	Fee (incl. GST)	%	\$		

Sport & Recreation

Community Facilities Definition & Notes

- 1 – Regular hire – hirers who, in a single application, hire the same facility on a minimum 10 consecutive dates (weekly, fortnightly or monthly) for a single purpose in a calendar year
- 2 – Casual hire – any booking that does not meet the definition of Regular Hire (up to and including 9 bookings in a calendar year)
- 3 – All cancellations and amendments to individual dates booked will incur a \$100.00 fee
- 4 – All booking cancellations with less than 14 days notice will be subject to no refund of total hire fees (this includes both casual and regular hire bookings)
- 5 – Peak Time refers to bookings made on Saturday and Sunday and may apply Public Holidays unless otherwise stated
- 6 – Non Peak Time refers to bookings made from Monday to Friday inclusive
- 7 – Community rate – Individuals and Not for profit (NFP) entities conducting private functions and/or non-commercial activities. To be eligible for community/NFP rate, you must provide a copy of your Certificate of Incorporation or a ruling from the Australian Tax Office that your group is classified as not-for profit (the most appropriate bond relating to the activity will be applied)
- 8 – Commercial rate- applicable to all hirers that do not meet the criteria for Community Rate
- 9 – Seasonal hirer – Any formalised club or sporting association who have a confirmed seasonal hire agreement or licence agreement of any Council sports field in the Camden LGA may be eligible use of any community facility (pending availability) for activities related to the administration and/or management of the club/association (only as determined by Council) at 50% of the hire fee (relocations are dependant on facility availability). The most appropriate bond relating to the activity will be applied at the discretion of Council.
- 10 – Harrington Park Community Hall 1 and Hall 2 hire fees includes the use of the craft room for regular hirers if available.
- 11 – If a hirer is required to be relocated, Council will offer the same rate of hire that applies to the facility the hire agreement is for, unless a lower hire fee for the facility the booking is relocated to is available. Relocations may be due to maintenance work, facility refurbishment, Local, State or Federal elections or emergency situations - however are not limited to these reasons. Relocations are dependent on facility availability.
- 12 – Fire Alarm Activation – at cost

Community Facilities Bonds

Where bond is retained, Council will hold a minimum of \$50 (plus GST) plus any applicable costs (includes additional hours of hire if hirer deemed to have entered or exited the venue outside actual booking hours).

Key Bond Deposit / Key Replacement (per key / per swipe tag)	\$100.00	\$103.00	\$0.00	\$103.00	3.00%	\$3.00	N	G
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Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				

Venue Hire Bond (includes bond for keys) – Casual Hire

Bond – Low risk	\$379.00	\$390.00	\$0.00	\$390.00	2.90%	\$11.00	N	G
Bond – Medium risk (alcohol served)	\$543.00	\$559.00	\$0.00	\$559.00	2.95%	\$16.00	N	G
Bond – High risk (18th & 21st birthdays)	\$1,125.00	\$1,160.00	\$0.00	\$1,160.00	3.11%	\$35.00	N	G
Meeting Room Bond	\$104.00	\$108.00	\$0.00	\$108.00	3.85%	\$4.00	N	G

Miscellaneous Community Facility Fees

All fees are minimums. Fees depend on work required.

Breach of Hire (minimum charge)	\$0.00	\$54.55	\$5.45	\$60.00	-	\$60.00	Y	G
Storage - Non-exclusive use of storage room/cupboard (per year, only available to current hirer, only if space available) - Large (walk in room)	\$88.00	\$82.32	\$8.23	\$90.55	2.90%	\$2.55	Y	G
Storage - Non-exclusive use of storage room/cupboard (per year, only available to current hirer, only if space available) - Medium (cupboard/cage)	\$73.00	\$68.28	\$6.83	\$75.11	2.89%	\$2.12	Y	G
Rubbish removal	\$134.00	\$125.45	\$12.55	\$138.00	2.99%	\$4.00	Y	G
Balloon removal (in addition to cleaning costs)	\$134.00	\$125.45	\$12.55	\$138.00	2.99%	\$4.00	Y	G
Additional cleaning or at quoted cost	\$134.00	\$125.45	\$12.55	\$138.00	2.99%	\$4.00	Y	G
Furniture moving	\$134.00	\$125.45	\$12.55	\$138.00	2.99%	\$4.00	Y	G
Non-exclusive use of storage room/cupboard (per year, only available to current hirer, only if space available) - Small (kitchen cupboard)	\$58.00	\$54.55	\$5.45	\$60.00	3.45%	\$2.00	Y	G
After hours call out fee (if applicable)	\$103.00	\$96.36	\$9.64	\$106.00	2.91%	\$3.00	Y	G
Fire Alarm Activation						At Cost	Y	G

Cancellation/Amendment Booking Administration Fee

Standard Fee for all Community facilities	\$100.00	\$93.64	\$9.36	\$103.00	3.00%	\$3.00	Y	G
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Birriwa Reserve Community Hall

Commercial Peak Time (Rate per hour)

Casual Hire	\$53.50	\$50.45	\$5.05	\$55.50	3.74%	\$2.00	Y	G
Regular Hire	\$50.50	\$47.27	\$4.73	\$52.00	2.97%	\$1.50	Y	G

Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				
Commercial Non Peak Time (Rate per hour)								
Casual Hire	\$43.00	\$40.45	\$4.05	\$44.50	3.49%	\$1.50	Y	G
Regular Hire	\$31.00	\$29.09	\$2.91	\$32.00	3.23%	\$1.00	Y	G
Community Peak Time (Rate per hour)								
Casual Hire	\$31.00	\$29.09	\$2.91	\$32.00	3.23%	\$1.00	Y	G
Regular Hire	\$28.00	\$26.36	\$2.64	\$29.00	3.57%	\$1.00	Y	G
Community Non Peak Time (Rate per hour)								
Casual Hire	\$22.00	\$20.91	\$2.09	\$23.00	4.55%	\$1.00	Y	G
Regular Hire	\$16.60	\$15.64	\$1.56	\$17.20	3.61%	\$0.60	Y	G
Catherine Field Community Hall								
Commercial Peak Time (Rate per hour)								
Casual Hire	\$53.50	\$50.45	\$5.05	\$55.50	3.74%	\$2.00	Y	G
Regular Hire	\$50.50	\$47.27	\$4.73	\$52.00	2.97%	\$1.50	Y	G
Commercial Non Peak Time (Rate per hour)								
Casual Hire	\$43.00	\$40.45	\$4.05	\$44.50	3.49%	\$1.50	Y	G
Regular Hire	\$31.00	\$29.09	\$2.91	\$32.00	3.23%	\$1.00	Y	G
Community Peak Time (Rate per hour)								
Casual Hire	\$31.00	\$29.09	\$2.91	\$32.00	3.23%	\$1.00	Y	G
Regular Hire	\$28.00	\$26.36	\$2.64	\$29.00	3.57%	\$1.00	Y	G
Community Non Peak Time (Rate per hour)								
Casual Hire	\$22.00	\$20.91	\$2.09	\$23.00	4.55%	\$1.00	Y	G
Regular Hire	\$16.60	\$15.64	\$1.56	\$17.20	3.61%	\$0.60	Y	G

Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				

Catherine Park Community Centre

Commercial Peak Time (Rate per hour)

Casual Hire	\$70.50	\$66.36	\$6.64	\$73.00	3.55%	\$2.50	Y	G
Regular Hire	\$54.50	\$51.36	\$5.14	\$56.50	3.67%	\$2.00	Y	G

Commercial Non Peak Time (Rate per hour)

Casual Hire	\$65.50	\$61.36	\$6.14	\$67.50	3.05%	\$2.00	Y	G
Regular Hire	\$46.00	\$43.18	\$4.32	\$47.50	3.26%	\$1.50	Y	G

Community Peak Time (Rate per hour)

Casual Hire	\$35.50	\$33.64	\$3.36	\$37.00	4.23%	\$1.50	Y	G
Regular Hire	\$31.00	\$29.09	\$2.91	\$32.00	3.23%	\$1.00	Y	G

Community Non Peak Time (Rate per hour)

Casual Hire	\$30.00	\$28.18	\$2.82	\$31.00	3.33%	\$1.00	Y	G
Regular Hire	\$23.00	\$21.82	\$2.18	\$24.00	4.35%	\$1.00	Y	G

Catherine Park Community Centre - Meeting Rooms

Commercial Peak Time (Rate per hour)

Casual Hire	\$44.00	\$41.36	\$4.14	\$45.50	3.41%	\$1.50	Y	G
Regular Hire	\$44.00	\$41.36	\$4.14	\$45.50	3.41%	\$1.50	Y	G

Commercial Non Peak Time (Rate per hour)

Casual Hire	\$39.00	\$36.82	\$3.68	\$40.50	3.85%	\$1.50	Y	G
Regular Hire	\$28.50	\$26.82	\$2.68	\$29.50	3.51%	\$1.00	Y	G

Name	Year 23/24 Fee (incl. GST)	Year 24/25 Fee (excl. GST)	Year 24/25 GST	Year 24/25 Fee (incl. GST)	Increase %	Increase \$	GST	Pricing Code
Community Peak Time (Rate per hour)								
Casual Hire	\$25.00	\$23.64	\$2.36	\$26.00	4.00%	\$1.00	Y	G
Regular Hire	\$25.00	\$23.64	\$2.36	\$26.00	4.00%	\$1.00	Y	G
Community Non Peak Time (Rate per hour)								
Casual Hire	\$18.20	\$17.09	\$1.71	\$18.80	3.30%	\$0.60	Y	G
Regular Hire	\$14.00	\$13.27	\$1.33	\$14.60	4.29%	\$0.60	Y	G
Currans Hill Community Hall								
Office Space – Not for profit groups only (per week)	\$91.50	\$85.91	\$8.59	\$94.50	3.28%	\$3.00	Y	G
Cancellation / amendment booking administration fee								
Commercial Peak Time (Rate per hour)								
Casual Hire	\$53.50	\$50.45	\$5.05	\$55.50	3.74%	\$2.00	Y	G
Regular Hire	\$50.50	\$47.27	\$4.73	\$52.00	2.97%	\$1.50	Y	G
Commercial Non Peak Time (Rate per hour)								
Casual Hire	\$43.00	\$40.45	\$4.05	\$44.50	3.49%	\$1.50	Y	G
Regular Hire	\$31.00	\$29.09	\$2.91	\$32.00	3.23%	\$1.00	Y	G
Community Peak Time (Rate per hour)								
Casual Hire	\$31.00	\$29.09	\$2.91	\$32.00	3.23%	\$1.00	Y	G
Regular Hire	\$28.00	\$26.36	\$2.64	\$29.00	3.57%	\$1.00	Y	G
Community Non Peak Time (Rate per hour)								
Casual Hire	\$22.00	\$20.91	\$2.09	\$23.00	4.55%	\$1.00	Y	G
Regular Hire	\$16.60	\$15.64	\$1.56	\$17.20	3.61%	\$0.60	Y	G

Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				

Emerald Hills Community Centre

Commercial Peak Time (Rate Per Hour)

Casual Hire	\$68.00	\$66.36	\$6.64	\$73.00	7.35%	\$5.00	Y	G
Regular Hire	\$52.50	\$51.45	\$5.15	\$56.60	7.81%	\$4.10	Y	G

Commercial Non Peak Time (Rate Per Hour)

Casual Hire	\$63.00	\$61.36	\$6.14	\$67.50	7.14%	\$4.50	Y	G
Regular Hire	\$44.50	\$43.18	\$4.32	\$47.50	6.74%	\$3.00	Y	G

Community Peak Time (Rate Per Hour)

Casual Hire	\$34.00	\$33.64	\$3.36	\$37.00	8.82%	\$3.00	Y	G
Regular Hire	\$30.00	\$29.09	\$2.91	\$32.00	6.67%	\$2.00	Y	G

Community Non Peak Time (Rate Per hour)

Casual Hire	\$29.00	\$28.18	\$2.82	\$31.00	6.90%	\$2.00	Y	G
Regular Hire	\$22.00	\$21.82	\$2.18	\$24.00	9.09%	\$2.00	Y	G

Gregory Hills Community Centre – Donovan Room - Hall 1

Cancellation / amendment booking administration fee

Commercial Peak Time (Rate per hour)

Casual Hire	\$70.50	\$66.36	\$6.64	\$73.00	3.55%	\$2.50	Y	G
Regular Hire	\$54.50	\$51.36	\$5.14	\$56.50	3.67%	\$2.00	Y	G

Commercial Non Peak Time (Rate per hour)

Casual Hire	\$65.50	\$61.36	\$6.14	\$67.50	3.05%	\$2.00	Y	G
Regular Hire	\$46.00	\$43.18	\$4.32	\$47.50	3.26%	\$1.50	Y	G

Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				
Community Peak Time (Rate per hour)								
Casual Hire	\$35.50	\$33.64	\$3.36	\$37.00	4.23%	\$1.50	Y	G
Regular Hire	\$31.00	\$29.09	\$2.91	\$32.00	3.23%	\$1.00	Y	G
Community Non Peak Time (Rate per hour)								
Casual Hire	\$30.00	\$28.18	\$2.82	\$31.00	3.33%	\$1.00	Y	G
Regular Hire	\$23.00	\$21.82	\$2.18	\$24.00	4.35%	\$1.00	Y	G
Gregory Hills Community Centre – Molloy Room - Hall 2								
Commercial Peak Time (Rate per hour)								
Casual Hire	\$53.50	\$50.45	\$5.05	\$55.50	3.74%	\$2.00	Y	G
Regular Hire	\$50.50	\$47.27	\$4.73	\$52.00	2.97%	\$1.50	Y	G
Commercial Non Peak Time (Rate per hour)								
Casual Hire	\$43.00	\$40.45	\$4.05	\$44.50	3.49%	\$1.50	Y	G
Regular Hire	\$31.00	\$29.09	\$2.91	\$32.00	3.23%	\$1.00	Y	G
Community Peak Time (Rate per hour)								
Casual Hire	\$31.00	\$29.09	\$2.91	\$32.00	3.23%	\$1.00	Y	G
Regular Hire	\$28.00	\$26.36	\$2.64	\$29.00	3.57%	\$1.00	Y	G
Community Non Peak Time (Rate per hour)								
Casual Hire	\$22.00	\$20.91	\$2.09	\$23.00	4.55%	\$1.00	Y	G
Regular Hire	\$16.60	\$15.64	\$1.56	\$17.20	3.61%	\$0.60	Y	G

Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				

Harrington Park Community Centre – Hall 1

Commercial Peak Time (Rate per hour)

Casual Hire	\$70.50	\$66.36	\$6.64	\$73.00	3.55%	\$2.50	Y	G
Regular Hire	\$54.50	\$51.36	\$5.14	\$56.50	3.67%	\$2.00	Y	G

Commercial Non Peak Time (Rate per hour)

Casual Hire	\$65.50	\$61.36	\$6.14	\$67.50	3.05%	\$2.00	Y	G
Regular Hire	\$46.00	\$43.18	\$4.32	\$47.50	3.26%	\$1.50	Y	G

Community Peak Time (Rate per hour)

Casual Hire	\$35.50	\$33.64	\$3.36	\$37.00	4.23%	\$1.50	Y	G
Regular Hire	\$31.00	\$29.09	\$2.91	\$32.00	3.23%	\$1.00	Y	G

Community Non Peak Time (Rate per hour)

Casual Hire	\$30.00	\$28.18	\$2.82	\$31.00	3.33%	\$1.00	Y	G
Regular Hire	\$23.00	\$21.82	\$2.18	\$24.00	4.35%	\$1.00	Y	G

Office Space

Office 1 – Not for Profit Groups only (per week)	\$91.50	\$85.91	\$8.59	\$94.50	3.28%	\$3.00	Y	G
Office 2 – Not for Profit Groups only (per week)	\$97.50	\$91.82	\$9.18	\$101.00	3.59%	\$3.50	Y	G
Office 3 – Not for Profit Groups only (per week)	\$97.50	\$91.82	\$9.18	\$101.00	3.59%	\$3.50	Y	G

Harrington Park Community Centre – Hall 2

Commercial Peak Time (Rate per hour)

Casual Hire	\$53.50	\$50.45	\$5.05	\$55.50	3.74%	\$2.00	Y	G
Regular Hire	\$50.50	\$47.27	\$4.73	\$52.00	2.97%	\$1.50	Y	G

Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				
Commercial Non Peak Time (Rate per hour)								
Casual Hire	\$43.00	\$40.45	\$4.05	\$44.50	3.49%	\$1.50	Y	G
Regular Hire	\$31.00	\$29.09	\$2.91	\$32.00	3.23%	\$1.00	Y	G
Community Peak Time (Rate per hour)								
Casual Hire	\$31.00	\$29.09	\$2.91	\$32.00	3.23%	\$1.00	Y	G
Regular Hire	\$28.00	\$26.36	\$2.64	\$29.00	3.57%	\$1.00	Y	G
Community Non Peak Time (Rate per hour)								
Casual Hire	\$22.00	\$20.91	\$2.09	\$23.00	4.55%	\$1.00	Y	G
Regular Hire	\$16.60	\$15.64	\$1.56	\$17.20	3.61%	\$0.60	Y	G
Harrington Park Community Centre – Meeting Room								
Commercial Peak Time (Rate per hour)								
Casual Hire	\$44.00	\$41.36	\$4.14	\$45.50	3.41%	\$1.50	Y	G
Regular Hire	\$44.00	\$41.36	\$4.14	\$45.50	3.41%	\$1.50	Y	G
Commercial Non Peak Time (Rate per hour)								
Casual Hire	\$39.00	\$36.82	\$3.68	\$40.50	3.85%	\$1.50	Y	G
Regular Hire	\$28.00	\$26.36	\$2.64	\$29.00	3.57%	\$1.00	Y	G
Community Peak Time (Rate per hour)								
Casual Hire	\$25.00	\$23.64	\$2.36	\$26.00	4.00%	\$1.00	Y	G
Regular Hire	\$25.00	\$23.64	\$2.36	\$26.00	4.00%	\$1.00	Y	G
Community Non Peak Time (Rate per hour)								
Casual Hire	\$18.20	\$17.09	\$1.71	\$18.80	3.30%	\$0.60	Y	G
Regular Hire	\$14.00	\$13.27	\$1.33	\$14.60	4.29%	\$0.60	Y	G

Name	Year 23/24 Fee (incl. GST)	Year 24/25 Fee (excl. GST)	Year 24/25 GST	Year 24/25 Fee (incl. GST)	Increase %	Increase \$	GST	Pricing Code
Harrington Park Community Centre – Craft Room								
Commercial Peak Time (Rate per hour)								
Casual Hire	\$46.00	\$43.18	\$4.32	\$47.50	3.26%	\$1.50	Y	G
Commercial Non Peak Time (Rate per hour)								
Casual Hire	\$38.00	\$35.91	\$3.59	\$39.50	3.95%	\$1.50	Y	G
Community Peak Time (Rate per hour)								
Casual Hire	\$30.00	\$28.18	\$2.82	\$31.00	3.33%	\$1.00	Y	G
Community Non Peak Time (Rate per hour)								
Casual Hire	\$21.50	\$20.45	\$2.05	\$22.50	4.65%	\$1.00	Y	G
Jack Nash Reserve Clubrooms								
Commercial Peak Time (Rate per hour)								
Casual Hire	\$50.50	\$47.27	\$4.73	\$52.00	2.97%	\$1.50	Y	G
Regular Hire	\$49.50	\$46.36	\$4.64	\$51.00	3.03%	\$1.50	Y	G
Commercial Non Peak Time (Rate per hour)								
Casual Hire	\$40.00	\$37.73	\$3.77	\$41.50	3.75%	\$1.50	Y	G
Regular Hire	\$33.50	\$31.36	\$3.14	\$34.50	2.99%	\$1.00	Y	G
Community Peak Time (Rate per hour)								
Casual Hire	\$28.00	\$26.36	\$2.64	\$29.00	3.57%	\$1.00	Y	G
Regular Hire	\$27.00	\$25.45	\$2.55	\$28.00	3.70%	\$1.00	Y	G

Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				
Community Non Peak Time (Rate per hour)								
Casual Hire	\$20.00	\$19.09	\$1.91	\$21.00	5.00%	\$1.00	Y	G
Regular Hire	\$15.20	\$14.36	\$1.44	\$15.80	3.95%	\$0.60	Y	G
Mt Annan Community Cottage								
Office Space								
Office space – Not for profit groups only (per week)	\$225.00	\$210.91	\$21.09	\$232.00	3.11%	\$7.00	Y	G
Narellan Family Child and Community Centre								
Southern Office Suite (Blue) (per week)	\$245.00	\$230.00	\$23.00	\$253.00	3.27%	\$8.00	Y	G
Includes workroom, 3 x office spaces, reception area and store room								
Northern Office Suite (Red) (per week)	\$225.00	\$210.91	\$21.09	\$232.00	3.11%	\$7.00	Y	G
Includes workroom, 3 x office spaces, reception area and store room								
Cancellation / amendment booking administration fee								
Regular Hire	\$27.00	\$25.45	\$2.55	\$28.00	3.70%	\$1.00	Y	G
Commercial Peak Time (Rate per hour)								
Casual Hire	\$70.50	\$66.36	\$6.64	\$73.00	3.55%	\$2.50	Y	G
Regular Hire	\$54.50	\$51.36	\$5.14	\$56.50	3.67%	\$2.00	Y	G
Commercial Non Peak Time (Rate per hour)								
Casual Hire	\$65.50	\$61.36	\$6.14	\$67.50	3.05%	\$2.00	Y	G
Regular Hire	\$46.00	\$43.18	\$4.32	\$47.50	3.26%	\$1.50	Y	G
Community Peak Time (Rate per hour)								
Casual Hire	\$35.50	\$33.64	\$3.36	\$37.00	4.23%	\$1.50	Y	G

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Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				
Community Peak Time (Rate per hour) [continued]								
Regular Hire	\$31.00	\$29.09	\$2.91	\$32.00	3.23%	\$1.00	Y	G
Community Non Peak Time (Rate per hour)								
Casual Hire	\$30.00	\$28.18	\$2.82	\$31.00	3.33%	\$1.00	Y	G
Regular Hire	\$23.00	\$21.82	\$2.18	\$24.00	4.35%	\$1.00	Y	G
Sandown Rooms – Oran Park Library								
Sandown Rooms								
Catering (does not include use of Kitchen)	Price on Application						Y	G
Sandown Rooms 1, 2 & 3 – Commercial Peak time								
Casual Hire (rate per hour per room)	\$64.50	\$60.45	\$6.05	\$66.50	3.10%	\$2.00	Y	G
Regular Hire (rate per hour per room)	\$53.50	\$50.45	\$5.05	\$55.50	3.74%	\$2.00	Y	G
Sandown Rooms 1, 2 & 3 – Commercial Non-Peak time								
Casual Hire (rate per hour per room)	\$48.50	\$45.45	\$4.55	\$50.00	3.09%	\$1.50	Y	G
Regular Hire (rate per hour per room)	\$38.00	\$35.91	\$3.59	\$39.50	3.95%	\$1.50	Y	G
Casual Hire – day hire per room (8.00am-5.00pm)	\$357.00	\$334.55	\$33.45	\$368.00	3.08%	\$11.00	Y	G
Sandown Rooms 1, 2 & 3 – Community Peak time								
During peak time (Saturday and Sunday) all three rooms must be hired.								
Casual Hire (rate per hour per room)	\$33.50	\$31.36	\$3.14	\$34.50	2.99%	\$1.00	Y	G
Regular Hire (rate per hour per room)	\$28.00	\$26.36	\$2.64	\$29.00	3.57%	\$1.00	Y	G
Block Hire								
Block package agreements includes use of Sandown 1, 2, 3 and kitchen facilities								
Block 1 : Available from 4.00 pm to 10:30 pm	\$0.00	\$204.55	\$20.45	\$225.00	-	\$225.00	Y	G

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Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				

Block Hire [continued]

Block 1: Available from 8.00 am to 12.00 pm	\$203.00	\$190.00	\$19.00	\$209.00	2.96%	\$6.00	Y	G
Block 2: Available from 12.45 pm to 4.45 pm	\$203.00	\$190.00	\$19.00	\$209.00	2.96%	\$6.00	Y	G
Block 3: Available from 5.30 pm to 10.30 pm	\$253.00	\$237.27	\$23.73	\$261.00	3.16%	\$8.00	Y	G

Sandown Rooms 1, 2 & 3 – Community Non-Peak time

Note : Kitchen hire fees apply when not hired in conjunction with Sandown Rooms 1,2 & 3, kitchen access must be noted on booking application.

Casual Hire (rate per hour per room)	\$25.00	\$23.64	\$2.36	\$26.00	4.00%	\$1.00	Y	G
Regular Hire (rate per hour per room)	\$17.60	\$16.55	\$1.65	\$18.20	3.41%	\$0.60	Y	G
Casual Hire – day hire per room (8.00am-5.00pm)	\$166.00	\$155.45	\$15.55	\$171.00	3.01%	\$5.00	Y	G
Sandown Rooms – Kitchen Hire – Commercial (per hour)	\$64.50	\$60.45	\$6.05	\$66.50	3.10%	\$2.00	Y	G
Sandown Rooms – Kitchen Hire – Community (per hour)	\$33.50	\$31.36	\$3.14	\$34.50	2.99%	\$1.00	Y	G
Sandown Rooms – Kitchen Hire (Day rate) Commercial	\$431.00	\$403.64	\$40.36	\$444.00	3.02%	\$13.00	Y	G
Sandown Rooms – Kitchen hire (Day rate) community	\$240.00	\$224.55	\$22.45	\$247.00	2.92%	\$7.00	Y	G
Kitchen cleaning – imposed if kitchen is not left clean and as found	\$166.00	\$155.45	\$15.55	\$171.00	3.01%	\$5.00	Y	G
Kitchen Fire alarm activation						At Cost	Y	G

Lakeside Rooms

The Lakeside Room is only available for regular hall hire agreements, and is only available outside the advertised operational hours of the facility.

Lakeside Room – Commercial Peak time

Casual Hire	\$65.50	\$61.36	\$6.14	\$67.50	3.05%	\$2.00	Y	G
Regular Hire	\$54.50	\$51.36	\$5.14	\$56.50	3.67%	\$2.00	Y	G

Lakeside Room – Commercial Non-Peak time

Casual Hire	\$49.50	\$46.36	\$4.64	\$51.00	3.03%	\$1.50	Y	G
Regular Hire	\$39.00	\$36.82	\$3.68	\$40.50	3.85%	\$1.50	Y	G

Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				
Lakeside Room - Community Peak time								
Casual Hire	\$34.50	\$32.27	\$3.23	\$35.50	2.90%	\$1.00	Y	G
Regular Hire	\$29.00	\$27.27	\$2.73	\$30.00	3.45%	\$1.00	Y	G
Lakeside Room – Community Non-Peak time								
Casual Hire	\$26.00	\$24.55	\$2.45	\$27.00	3.85%	\$1.00	Y	G
Regular Hire	\$18.20	\$17.09	\$1.71	\$18.80	3.30%	\$0.60	Y	G
New Community Facility – Hall 1								
Commercial Peak Time (Rate per hour)								
Casual Hire	\$70.50	\$66.36	\$6.64	\$73.00	3.55%	\$2.50	Y	G
Regular Hire	\$54.50	\$51.36	\$5.14	\$56.50	3.67%	\$2.00	Y	G
Commercial Non Peak Time (Rate per hour)								
Casual Hire	\$65.50	\$61.36	\$6.14	\$67.50	3.05%	\$2.00	Y	G
Regular Hire	\$46.00	\$43.18	\$4.32	\$47.50	3.26%	\$1.50	Y	G
Community Peak Time (Rate per hour)								
Casual Hire	\$35.50	\$33.64	\$3.36	\$37.00	4.23%	\$1.50	Y	G
Regular Hire	\$31.00	\$29.09	\$2.91	\$32.00	3.23%	\$1.00	Y	G
Community Non Peak Time (Rate per hour)								
Casual Hire	\$30.00	\$28.18	\$2.82	\$31.00	3.33%	\$1.00	Y	G
Regular Hire	\$23.00	\$21.82	\$2.18	\$24.00	4.35%	\$1.00	Y	G

Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				

New Community Facility – Hall 2

Cancellation / amendment booking administration fee

Commercial Peak Time (Rate per hour)

Casual Hire	\$53.50	\$50.45	\$5.05	\$55.50	3.74%	\$2.00	Y	G
Regular Hire	\$50.50	\$47.27	\$4.73	\$52.00	2.97%	\$1.50	Y	G

Commercial Non Peak Time (Rate per hour)

Casual Hire	\$43.00	\$40.45	\$4.05	\$44.50	3.49%	\$1.50	Y	G
Regular Hire	\$31.00	\$29.09	\$2.91	\$32.00	3.23%	\$1.00	Y	G

Community Peak Time (Rate per hour)

Casual Hire	\$31.00	\$29.09	\$2.91	\$32.00	3.23%	\$1.00	Y	G
Regular Hire	\$28.00	\$26.36	\$2.64	\$29.00	3.57%	\$1.00	Y	G

Community Non Peak Time (Rate per hour)

Casual Hire	\$22.00	\$20.91	\$2.09	\$23.00	4.55%	\$1.00	Y	G
Regular Hire	\$16.60	\$15.64	\$1.56	\$17.20	3.61%	\$0.60	Y	G

New Community Facility - Meeting Rooms

Commercial Peak (Rate per hourly)

Casual Hire	\$44.00	\$41.36	\$4.14	\$45.50	3.41%	\$1.50	Y	G
Regular Hire	\$44.00	\$41.36	\$4.14	\$45.50	3.41%	\$1.50	Y	G

Commercial Non Peak (Rate per Hour)

Casual Hire	\$39.00	\$36.82	\$3.68	\$40.50	3.85%	\$1.50	Y	G
Regular Hire	\$28.50	\$26.82	\$2.68	\$29.50	3.51%	\$1.00	Y	G

Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				
Community Peak (Rate per Hour)								
Casual Hire	\$25.00	\$23.64	\$2.36	\$26.00	4.00%	\$1.00	Y	G
Regular Hire	\$25.00	\$23.64	\$2.36	\$26.00	4.00%	\$1.00	Y	G
Community Non Peak (Rate per Hour)								
Casual Hire	\$18.20	\$17.09	\$1.71	\$18.80	3.30%	\$0.60	Y	G
Regular Hire	\$14.00	\$13.27	\$1.33	\$14.60	4.29%	\$0.60	Y	G
Spring Farm Community Centre – Hall 1								
Commercial Peak Time (Rate per hour)								
Casual Hire	\$70.50	\$66.36	\$6.64	\$73.00	3.55%	\$2.50	Y	G
Regular Hire	\$54.50	\$51.36	\$5.14	\$56.50	3.67%	\$2.00	Y	G
Commercial Non Peak Time (Rate per hour)								
Casual Hire	\$65.50	\$61.36	\$6.14	\$67.50	3.05%	\$2.00	Y	G
Regular Hire	\$46.00	\$43.18	\$4.32	\$47.50	3.26%	\$1.50	Y	G
Community Peak Time (Rate per hour)								
Casual Hire	\$35.50	\$33.64	\$3.36	\$37.00	4.23%	\$1.50	Y	G
Regular Hire	\$31.00	\$29.09	\$2.91	\$32.00	3.23%	\$1.00	Y	G
Community Non Peak Time (Rate per hour)								
Casual Hire	\$30.00	\$28.18	\$2.82	\$31.00	3.33%	\$1.00	Y	G
Regular Hire	\$23.00	\$21.82	\$2.18	\$24.00	4.35%	\$1.00	Y	G

Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				

Spring Farm Community Centre – Hall 2

Commercial Peak Time (Rate per hour)

Casual Hire	\$53.50	\$50.45	\$5.05	\$55.50	3.74%	\$2.00	Y	G
Regular Hire	\$50.50	\$47.27	\$4.73	\$52.00	2.97%	\$1.50	Y	G

Commercial Non Peak Time (Rate per hour)

Casual Hire	\$43.00	\$40.45	\$4.05	\$44.50	3.49%	\$1.50	Y	G
Regular Hire	\$31.00	\$29.09	\$2.91	\$32.00	3.23%	\$1.00	Y	G

Community Peak Time (Rate per hour)

Casual Hire	\$31.00	\$29.09	\$2.91	\$32.00	3.23%	\$1.00	Y	G
Regular Hire	\$28.00	\$26.36	\$2.64	\$29.00	3.57%	\$1.00	Y	G

Community Non Peak Time (Rate per hour)

Casual Hire	\$22.00	\$20.91	\$2.09	\$23.00	4.55%	\$1.00	Y	G
Regular Hire	\$16.60	\$15.64	\$1.56	\$17.20	3.61%	\$0.60	Y	G

Narellan Library Meeting Rooms and Community Space

Office Space (per week)

Office 1 & 2 - \$218.00 per week	\$0.00	\$198.18	\$19.82	\$218.00	-	\$218.00	Y	G
Office 3A & 3B - \$109.00 per week	\$0.00	\$99.09	\$9.91	\$109.00	-	\$109.00	Y	G
Storage Room – \$109.00 per week	\$0.00	\$99.09	\$9.91	\$109.00	-	\$109.00	Y	G
Not for profit organisations only	\$218.00	\$204.55	\$20.45	\$225.00	3.21%	\$7.00	Y	G
Bond for Office Space (Refundable)	\$379.00	\$354.55	\$35.45	\$390.00	2.90%	\$11.00	Y	G
Replacement/Lost Keys and Swipe Cards for Office Space (per set)	\$54.50	\$51.36	\$5.14	\$56.50	3.67%	\$2.00	Y	G

Red Gum and Iron Bark Rooms

(Capacity of 50 people in each room or opened to one space to cater for up to 100 people)

Name	Year 23/24 Fee (incl. GST)	Year 24/25 Fee (excl. GST)	Year 24/25 GST	Year 24/25 Fee (incl. GST)	Increase %	Increase \$	GST	Pricing Code
Commercial Peak Time (Rate per hour per room)								
Casual Hire	\$63.50	\$59.55	\$5.95	\$65.50	3.15%	\$2.00	Y	G
Regular Hire	\$52.50	\$49.55	\$4.95	\$54.50	3.81%	\$2.00	Y	G
Commercial Non Peak Time (Rate per hour per room)								
Casual Hire	\$47.00	\$44.09	\$4.41	\$48.50	3.19%	\$1.50	Y	G
Regular Hire	\$36.50	\$34.55	\$3.45	\$38.00	4.11%	\$1.50	Y	G
Community Peak Time (Rate per hour per room)								
Casual Hire	\$32.50	\$30.45	\$3.05	\$33.50	3.08%	\$1.00	Y	G
Regular Hire	\$27.00	\$25.45	\$2.55	\$28.00	3.70%	\$1.00	Y	G
Community Non Peak Time (Rate per hour per room)								
Casual Hire	\$25.00	\$23.64	\$2.36	\$26.00	4.00%	\$1.00	Y	G
Regular Hire	\$17.60	\$16.55	\$1.65	\$18.20	3.41%	\$0.60	Y	G
Oran Park Administration Centre Function Rooms								
Oran Park Administration Centre Function Rooms are available for limited use subject to availability at the General Manager's discretion. The fee, including any applicable bond, and use is upon application only and will be charged at current market rates less any concessions that may be available under current Council policy.								
Tennis Courts Fees								
Tennis Courts								
Tennis courts are open and free for public use outside of exclusive bookings with the exception of Narellan Facility which requires bookings at all times as this is a locked facility - Fees applicable.								
For all facilities bookings are required if floodlighting is requested - fees and charges apply for both court hire and floodlighting. Floodlights available to be booked from 5pm.								
Tennis Event / Tournament (per hour / per court)	\$53.00	\$49.58	\$4.96	\$54.53	2.89%	\$1.54	Y	G
Casual (per hour / per court)	\$17.60	\$16.55	\$1.65	\$18.20	3.41%	\$0.60	Y	G

Name	Year 23/24	Year 24/25			Increase %	Increase \$	GST	Pricing Code
	Fee (incl. GST)	Fee (excl. GST)	GST	Fee (incl. GST)				

Tennis Courts [continued]

Regular (per hour / per court)	\$14.60	\$13.82	\$1.38	\$15.20	4.11%	\$0.60	Y	G
School students and school groups (weekdays until 5pm – per hour / per court)	\$9.30	\$8.73	\$0.87	\$9.60	3.23%	\$0.30	Y	G
Casual Coaches (per hour / per court)	\$20.50	\$19.55	\$1.95	\$21.50	4.88%	\$1.00	Y	G
Regular Coaches (per hour / per court)	\$16.60	\$15.64	\$1.56	\$17.20	3.61%	\$0.60	Y	G
Floodlights (per hour / per court) – additional to court hire	\$5.80	\$5.45	\$0.55	\$6.00	3.45%	\$0.20	Y	G

Tennis Courts

Sports Grounds & Parks

- 1 – These fees do not apply to grounds subject to lease and licence.
- 2 – Bookings made after July 1, will be charged in accordance with the new financial year fees and charges.
- 3 – Community rate- Individuals and Not for profit (NFP) entities conducting private functions and/or non-commercial activities. NFP organisations must provide a certificate of incorporation or ruling from the Australian Tax Office advising of their not for profit status.
- 4 – Commercial rate- applicable to all hirers that do not meet the criteria for Community Rate.
- 5 – Schools
Schools within LGA – no fee applies for bookings within school hours. Please note: the casual booking fee for sports grounds will apply for any bookings outside school hours. No bookings through school holidays.
Out of LGA schools – the casual booking fee for sports grounds will be applied (community rate).
- 6 – Bonds
Applicable to all major events and special events. Where bond is retained, Council will hold a minimum of \$50 (plus GST) plus any applicable costs (includes damage to venue or breach of terms and conditions of hire).

After hours call out fee (If applicable)

After hours call out fee (for non urgent request)	\$102.00	\$96.36	\$9.64	\$106.00	3.92%	\$4.00	Y	G
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Macarthur Park

Macarthur Park – Heritage Rose Garden and Terrace Rose Garden, Modern Rose Garden, Wisteria Walk, Azalea Walk, War Memorial and Fern Walk – Weddings / Special Events (Administration Booking Fee applicable to each individual section booked)

Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				
Macarthur Park [continued]								
Military Services in War Memorial - (Applicable to any booking from a formalised group/organisation hosting military events. Military services/ceremonies/event)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	Y	G
Resident	\$91.50	\$85.91	\$8.59	\$94.50	3.28%	\$3.00	Y	G
Non Resident	\$187.00	\$175.45	\$17.55	\$193.00	3.21%	\$6.00	Y	G
Casual Bookings								
Sportsgrounds (Hire per day)								
Commercial	\$203.00	\$190.00	\$19.00	\$209.00	2.96%	\$6.00	Y	G
Community	\$118.00	\$110.91	\$11.09	\$122.00	3.39%	\$4.00	Y	G
Sportsgrounds (Hire per hour)								
School – Inside LGA (outside school hours)	\$27.00	\$25.45	\$2.55	\$28.00	3.70%	\$1.00	Y	G
School – Inside LGA (within school hours)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	Y	G
School – Outside LGA	\$27.00	\$25.45	\$2.55	\$28.00	3.70%	\$1.00	Y	G
Commercial	\$52.50	\$49.55	\$4.95	\$54.50	3.81%	\$2.00	Y	G
Community	\$27.00	\$25.45	\$2.55	\$28.00	3.70%	\$1.00	Y	G
Netball and Basketball (Hire per hour per court)								
Commercial	\$15.00	\$14.18	\$1.42	\$15.60	4.00%	\$0.60	Y	G
Community	\$10.00	\$9.45	\$0.95	\$10.40	4.00%	\$0.40	Y	G
Synthetic Field (Hire per day)								
Commercial	\$600.00	\$561.82	\$56.18	\$618.00	3.00%	\$18.00	Y	G
Community	\$300.00	\$280.91	\$28.09	\$309.00	3.00%	\$9.00	Y	G
School – Inside LGA	\$120.00	\$112.73	\$11.27	\$124.00	3.33%	\$4.00	Y	G
School – Outside LGA	\$200.00	\$187.27	\$18.73	\$206.00	3.00%	\$6.00	Y	G

Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				

Synthetic Field (Hire per hour)

Commercial	\$150.00	\$140.91	\$14.09	\$155.00	3.33%	\$5.00	Y	G
Community	\$75.00	\$70.16	\$7.02	\$77.17	2.89%	\$2.17	Y	G
School – Inside LGA	\$30.00	\$28.18	\$2.82	\$31.00	3.33%	\$1.00	Y	G
School – Outside LGA	\$50.00	\$46.77	\$4.68	\$51.44	2.88%	\$1.45	Y	F

Additional Facilities (Applies to Grounds & Courts)

Floodlighting (per hour/per basketball court)	\$5.60	\$5.24	\$0.52	\$5.76	2.86%	\$0.16	Y	G
Floodlighting (per hour/per netball court)	\$8.00	\$7.48	\$0.75	\$8.23	2.88%	\$0.23	Y	G
Floodlighting (per hour/field)	\$38.00	\$35.91	\$3.59	\$39.50	3.95%	\$1.50	Y	G
Electricity (per day)	\$36.50	\$34.55	\$3.45	\$38.00	4.11%	\$1.50	Y	G
Canteen (per day)	\$41.00	\$38.64	\$3.86	\$42.50	3.66%	\$1.50	Y	G
Amenities Cleaning Fee (per booking)	\$65.50	\$61.36	\$6.14	\$67.50	3.05%	\$2.00	Y	G

Narellan Sports Hub

Athletics Track & Field (Hire per day) - Commercial	\$1,250.00	\$1,172.73	\$117.27	\$1,290.00	3.20%	\$40.00	Y	G
Athletics Track & Field (Hire per day) - Community	\$750.00	\$701.82	\$70.18	\$772.00	2.93%	\$22.00	Y	G
Athletics Track & Field (Hire per day) - School – Inside LGA	\$720.00	\$673.64	\$67.36	\$741.00	2.92%	\$21.00	Y	G
Athletics Track & Field (Hire per day) - School – Outside LGA	\$900.00	\$842.73	\$84.27	\$927.00	3.00%	\$27.00	Y	G
Athletics Track & Field (Hire per hour) - Commercial	\$250.00	\$234.55	\$23.45	\$258.00	3.20%	\$8.00	Y	G
Athletics Track & Field (Hire per hour) - Community	\$150.00	\$140.91	\$14.09	\$155.00	3.33%	\$5.00	Y	G
Athletics Track & Field (Hire per hour) - School – Inside LGA	\$120.00	\$112.73	\$11.27	\$124.00	3.33%	\$4.00	Y	G
Athletics Track & Field (Hire per hour) - School – Outside LGA	\$150.00	\$140.91	\$14.09	\$155.00	3.33%	\$5.00	Y	G
BBQ Hut (NSH only)	\$0.00	\$22.73	\$2.27	\$25.00	-	\$25.00	Y	G
Criterion (Hire per hour) - Commercial	\$52.50	\$49.11	\$4.91	\$54.03	2.91%	\$1.52	Y	G
Criterion (Hire per hour) – Community	\$27.00	\$25.45	\$2.55	\$28.00	3.70%	\$1.00	Y	G

Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				

Annual Hirers

Cuthill Reserve

Cadets (additional Day / casual Hire)	\$25.00	\$23.64	\$2.36	\$26.00	4.00%	\$1.00	Y	G
Archery (1 weekend day and 2 per week per year)	\$1,175.00	\$1,100.00	\$110.00	\$1,210.00	2.98%	\$35.00	Y	G
Cadets (one day per week per year)	\$379.00	\$354.55	\$35.45	\$390.00	2.90%	\$11.00	Y	G

Rossmore Park

Pony Club / Equestrian Events (1 day per week per year)	\$761.00	\$712.73	\$71.27	\$784.00	3.02%	\$23.00	Y	G
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Markets (incl. power)

Commercial	\$2,240.00	\$2,095.45	\$209.55	\$2,305.00	2.90%	\$65.00	Y	G
Community	\$198.00	\$185.45	\$18.55	\$204.00	3.03%	\$6.00	Y	G

Narellan Sports Hub

Criterium Racing (1 day per week per year)	\$1,175.00	\$1,100.00	\$110.00	\$1,210.00	2.98%	\$35.00	Y	G
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Major Events – Onslow Park Only

Rates are per day (plus cost of utilities)

GST applies to any portion of the bond retained.

Note: Please note for the hire of Onslow Oval – Special Events and events of economic benefit.

Onslow Oval (full site) – Commercial Rate	\$2,660.00	\$2,490.91	\$249.09	\$2,740.00	3.01%	\$80.00	Y	G
Onslow Oval (full site) – Community Rate	\$1,385.00	\$1,300.00	\$130.00	\$1,430.00	3.25%	\$45.00	Y	G
Camden Show – Utilities Cost Only						At Cost	Y	G
Security Deposits – Refundable	\$2,025.00	\$1,895.45	\$189.55	\$2,085.00	2.96%	\$60.00	Y	G

GST applies to any portion of the bond retained.

Note: Please note for the hire of Onslow Oval – Special Events and events of economic benefit, please refer to page 7 of the fees and charges schedule.

Name	Year 23/24	Year 24/25			Increase %	Increase \$	GST	Pricing Code
	Fee (incl. GST)	Fee (excl. GST)	GST	Fee (incl. GST)				
Special Events – all other avenues								
Rates are per day (plus other applicable costs – cleaning, bins, utilities)								
Car Park Hire		Full site/facility fees apply to hire a car park					Y	G
Commercial Rates	\$602.00	\$563.64	\$56.36	\$620.00	2.99%	\$18.00	Y	G
Community Rates	\$304.00	\$284.55	\$28.45	\$313.00	2.96%	\$9.00	Y	G
Bond Refundable	\$1,125.00	\$1,054.55	\$105.45	\$1,160.00	3.11%	\$35.00	Y	G

Seasonal Bookings

DEFINITIONS / Notes: (refers to all sports grounds unless otherwise stated)

- 1 – Charges are based on one (1) Day per Weekend and two (2) Training Nights per Week – additional training nights will be charged accordingly.
- 2 – Netball season is based on per court per season
- 3 – Athletics season is based on a maximum of 25 hours over Monday - Friday per week. - additional training nights will be charged accordingly.
- 4 - Criterium will be charged at an hourly rate per week per season.
- 5 - Use of Canteen, Storage and Floodlighting will be an additional charge to booking fee.
- 6 - Charges are based on per field per season.
- 7 - Seasons 1 March - 31 August or 1 Sept - 28 February.
- 8 - Pre season training will be charged at the Casual Bookings sports ground rate (per hour).
- 9 - Garbage bins - 3 bins allocated per venue. Additional bins will be the hirers responsibility to arrange - charges for additional bins at commercial rate.

Criterium (Hire per hour) – Community	\$13.00	\$12.16	\$1.22	\$13.38	2.92%	\$0.38	Y	G
Introductory Rate- Floodlighting (per bank per season)	\$70.00	\$65.49	\$6.55	\$72.03	2.90%	\$2.03	Y	G
Introductory Rate- Netball and Basketball (per court) - Fees	\$7.00	\$6.54	\$0.65	\$7.20	2.86%	\$0.20	Y	G
Introductory Rate- Synthetic Field (per field) – Junior Fees	\$425.00	\$583.64	\$58.36	\$642.00	51.06%	\$217.00	Y	G
Introductory Rate- Synthetic Field (per field) – Senior Fees	\$849.00	\$1,168.18	\$116.82	\$1,285.00	51.35%	\$436.00	Y	G
Cricket (per wicket) – Senior Teams Fees	\$915.00	\$856.36	\$85.64	\$942.00	2.95%	\$27.00	Y	G
Cricket (per wicket) – Junior Teams Fees	\$458.00	\$429.09	\$42.91	\$472.00	3.06%	\$14.00	Y	G

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Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				

Seasonal Bookings [continued]

AFL (per field) – Senior Fees	\$915.00	\$856.36	\$85.64	\$942.00	2.95%	\$27.00	Y	G
AFL (per field) – Junior Fees	\$458.00	\$429.09	\$42.91	\$472.00	3.06%	\$14.00	Y	G
Introductory Rate- Athletics Track & Field– Community	\$2,110.00	\$2,372.73	\$237.27	\$2,610.00	23.70%	\$500.00	Y	G
Baseball (per diamond) – Senior Fees	\$325.00	\$304.55	\$30.45	\$335.00	3.08%	\$10.00	Y	G
Baseball (per diamond) – Junior Fees	\$166.00	\$155.45	\$15.55	\$171.00	3.01%	\$5.00	Y	G
Netball and Basketball (per court) - Fees	\$7.00	\$6.55	\$0.65	\$7.20	2.86%	\$0.20	Y	G
Floodlighting (per bank of courts per season)	\$70.00	\$65.91	\$6.59	\$72.50	3.57%	\$2.50	Y	G
Soccer (per field) – Senior Fees	\$585.00	\$547.27	\$54.73	\$602.00	2.91%	\$17.00	Y	G
Soccer (per field) – Junior Fees	\$293.00	\$274.55	\$27.45	\$302.00	3.07%	\$9.00	Y	G
Introductory Rate- Softball (per diamond) - Senior Fees	\$78.50	\$151.82	\$15.18	\$167.00	112.74%	\$88.50	Y	G
Introductory Rate- Softball (per diamond) - Junior Fees	\$40.00	\$77.27	\$7.73	\$85.00	112.50%	\$45.00	Y	G
Rugby League (per field) – Senior Fees	\$585.00	\$547.27	\$54.73	\$602.00	2.91%	\$17.00	Y	G
Rugby League (per field) – Junior Fees	\$293.00	\$274.55	\$27.45	\$302.00	3.07%	\$9.00	Y	G
Rugby Union (per field) – Senior Fees	\$585.00	\$547.27	\$54.73	\$602.00	2.91%	\$17.00	Y	G
Rugby Union (per field) – Junior Fees	\$293.00	\$274.55	\$27.45	\$302.00	3.07%	\$9.00	Y	G

Additional Training per field Per Nights (as part of a seasonal package)

Synthetic – Floodlighting	\$0.00	\$586.36	\$58.64	\$645.00	-	\$645.00	Y	G
Synthetic – No Floodlighting	\$0.00	\$238.18	\$23.82	\$262.00	-	\$262.00	Y	G
Floodlighting	\$250.00	\$234.55	\$23.45	\$258.00	3.20%	\$8.00	Y	G
No Floodlighting	\$103.00	\$96.36	\$9.64	\$106.00	2.91%	\$3.00	Y	G

Additional training (per court per season)**One Day/Night Per Week per field (per season)**

Synthetic ground hire and floodlighting – Commercial	\$0.00	\$1,740.91	\$174.09	\$1,915.00	-	\$1,915.00	Y	G
Synthetic ground hire and floodlighting – Community	\$0.00	\$761.82	\$76.18	\$838.00	-	\$838.00	Y	G
Synthetic ground hire no floodlighting – Commercial	\$0.00	\$869.09	\$86.91	\$956.00	-	\$956.00	Y	G
Synthetic ground hire no floodlighting – Community	\$0.00	\$380.91	\$38.09	\$419.00	-	\$419.00	Y	G

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Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				

One Day/Night Per Week per field (per season) [continued]

Ground hire and Floodlighting – Community	\$325.00	\$304.55	\$30.45	\$335.00	3.08%	\$10.00	Y	G
Ground hire and Floodlighting – Commercial	\$649.00	\$607.27	\$60.73	\$668.00	2.93%	\$19.00	Y	G
Ground hire and No Floodlighting – Community	\$161.00	\$150.91	\$15.09	\$166.00	3.11%	\$5.00	Y	G
Ground hire and No Floodlighting – Commercial	\$315.00	\$295.45	\$29.55	\$325.00	3.17%	\$10.00	Y	G

Additional Facilities – seasonal ground hirers

Canteen/BBQ Hut (non exclusive)	\$198.00	\$185.45	\$18.55	\$204.00	3.03%	\$6.00	Y	G
Amenities Cleaning Fee (per season – non exclusive use)	\$66.50	\$62.27	\$6.23	\$68.50	3.01%	\$2.00	Y	G
Seasonal Floodlighting Package (up to 2 nights per week per field)	\$325.00	\$304.55	\$30.45	\$335.00	3.08%	\$10.00	Y	G
Storage Room (non exclusive)	\$118.00	\$110.91	\$11.09	\$122.00	3.39%	\$4.00	Y	G
Key Bond Deposit (per key per swipe tag)	\$100.00	\$93.64	\$9.36	\$103.00	3.00%	\$3.00	Y	G

Deposit for key and light controller will be retained if not returned within 30 days of last day of hire

Extra Services

Can also apply to school use and casual hire of sports ground if applicable

Clean-up of parks (per field) (per extra clean)	\$384.00	\$360.00	\$36.00	\$396.00	3.13%	\$12.00	Y	G
Clean-up of canteen or storeroom (per clean)	\$198.00	\$185.45	\$18.55	\$204.00	3.03%	\$6.00	Y	G

Camden Memorial Swimming Pool

Note: Companions of holders of a companion card will receive free admission to Council's Swimming Pool facilities & events when assisting a person with a disability.

Admission Fees

School Swim Entry - Carnivals - Outside LGA (includes lane hire)	\$0.00	\$4.55	\$0.45	\$5.00	-	\$5.00	Y	G
School Swim Entry - Carnivals - Inside LGA (includes lane hire)	\$0.00	\$4.09	\$0.41	\$4.50	-	\$4.50	Y	G
Child	\$4.20	\$4.00	\$0.40	\$4.40	4.76%	\$0.20	Y	G
Adult	\$5.00	\$4.73	\$0.47	\$5.20	4.00%	\$0.20	Y	G
Concession	\$4.20	\$4.00	\$0.40	\$4.40	4.76%	\$0.20	Y	G
Family Swim (2 adults and up to 3 children)	\$14.00	\$13.27	\$1.33	\$14.60	4.29%	\$0.60	Y	G

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Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				
Admission Fees [continued]								
Adult 20 Visit Pass (paid upfront)	\$73.50	\$69.09	\$6.91	\$76.00	3.40%	\$2.50	Y	G
Child/Concession 20 Visit Pass (paid upfront)	\$61.00	\$57.27	\$5.73	\$63.00	3.28%	\$2.00	Y	G
Child/Concession Season Ticket (paid upfront)	\$144.00	\$157.28	\$15.73	\$173.00	20.14%	\$29.00	Y	G
Adult Season Ticket (paid upfront)	\$182.00	\$199.09	\$19.91	\$219.00	20.33%	\$37.00	Y	G
Family Season Ticket (2 adults and up to 3 children)	\$426.00	\$465.45	\$46.55	\$512.00	20.19%	\$86.00	Y	G
Non swim entry (per visit)	\$2.20	\$2.09	\$0.21	\$2.30	4.55%	\$0.10	Y	G
Event Charge (per person per event)	\$5.40	\$5.09	\$0.51	\$5.60	3.70%	\$0.20	Y	G
Learn to Swim per lesson	\$17.00	\$17.60	\$0.00	\$17.60	3.53%	\$0.60	N	G
School Aquatic Program	\$7.90	\$8.20	\$0.00	\$8.20	3.80%	\$0.30	N	G
DET School Aquatic – Pool Entry	\$3.90	\$4.10	\$0.00	\$4.10	5.13%	\$0.20	N	G

Swim Squad

Pre Squad (direct debit – per fortnight, per child)	\$43.00	\$40.45	\$4.05	\$44.50	3.49%	\$1.50	Y	G
Novice (direct debit – per fortnight, per child)	\$46.00	\$43.18	\$4.32	\$47.50	3.26%	\$1.50	Y	G
Development (direct debit – per fortnight, per child)	\$50.00	\$46.82	\$4.68	\$51.50	3.00%	\$1.50	Y	G
State & National (direct debit – per fortnight, per child)	\$54.00	\$50.91	\$5.09	\$56.00	3.70%	\$2.00	Y	G
Aqua Aerobics – Casual per session	\$12.60	\$11.82	\$1.18	\$13.00	3.17%	\$0.40	Y	G
Aqua Pass (10 visits)	\$100.00	\$93.64	\$9.36	\$103.00	3.00%	\$3.00	Y	G
Lane Hire – per hour	\$49.50	\$46.36	\$4.64	\$51.00	3.03%	\$1.50	Y	G
Lane Hire – per day	\$272.00	\$254.55	\$25.45	\$280.00	2.94%	\$8.00	Y	G
Lane Hire – Non Camden School Carnival – per lane, per hour	\$33.50	\$31.36	\$3.14	\$34.50	2.99%	\$1.00	Y	G
After Hours Hire Fee whole Complex – per hour	\$208.00	\$195.45	\$19.55	\$215.00	3.37%	\$7.00	Y	G
After Hours Hire Fee Bond – Refundable	\$607.00	\$625.00	\$0.00	\$625.00	2.97%	\$18.00	N	G
Picnic Area Booking – per hour	\$27.50	\$25.91	\$2.59	\$28.50	3.64%	\$1.00	Y	G
Multipurpose Room Booking – per hour	\$44.00	\$41.36	\$4.14	\$45.50	3.41%	\$1.50	Y	G
Group Fitness Classes – Adult (per class)	\$20.50	\$19.55	\$1.95	\$21.50	4.88%	\$1.00	Y	G
Group Fitness Classes – Student (per class)	\$16.00	\$15.09	\$1.51	\$16.60	3.75%	\$0.60	Y	G
Group Fitness Classes – Concession (per class)	\$11.60	\$10.91	\$1.09	\$12.00	3.45%	\$0.40	Y	G

Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				

Personal Training

Casual Session/30 mins per person	\$46.50	\$43.64	\$4.36	\$48.00	3.23%	\$1.50	Y	G
Casual Session/60 mins per person	\$82.50	\$77.27	\$7.73	\$85.00	3.03%	\$2.50	Y	G

Challenge Fitness Camp

Challenge Fitness Camp Member	\$256.00	\$240.00	\$24.00	\$264.00	3.13%	\$8.00	Y	G
Challenge Fitness Camp Non Member	\$325.00	\$304.55	\$30.45	\$335.00	3.08%	\$10.00	Y	G

Mount Annan Leisure Centre

Note: Promotional discounts may be offered on some fees and charges

Note: Companions of holders of a companion card will receive free admission to Council's Swimming Pool facilities & events when assisting a person with a disability.

Aquarobics

Aqua Aerobics – Adult (Per Class)	\$13.80	\$13.09	\$1.31	\$14.40	4.35%	\$0.60	Y	G
Aqua Aerobics – Concession (per class)	\$9.30	\$8.73	\$0.87	\$9.60	3.23%	\$0.30	Y	G
Aqua Aerobics Pass (10 Visits)	\$108.00	\$104.55	\$10.45	\$115.00	6.48%	\$7.00	Y	G

Aquatics (Casual)

Adult Casual Swim (per visit)	\$6.90	\$6.45	\$0.65	\$7.10	2.90%	\$0.20	Y	G
Child Casual Swim (per visit)	\$5.40	\$5.09	\$0.51	\$5.60	3.70%	\$0.20	Y	G
Concession Casual Swim (per visit)	\$5.40	\$5.09	\$0.51	\$5.60	3.70%	\$0.20	Y	G
Family Swim (2 Adults + 3 Child. or 1 Adult + 4 Child.) per visit	\$21.00	\$20.00	\$2.00	\$22.00	4.76%	\$1.00	Y	G
Non swim entry (per visit)	\$2.90	\$2.73	\$0.27	\$3.00	3.45%	\$0.10	Y	G
Sauna, Spa & Steamroom (per visit)	\$2.80	\$2.64	\$0.26	\$2.90	3.57%	\$0.10	Y	G
Aquatics Membership Adult - DD fortnightly	\$24.50	\$23.18	\$2.32	\$25.50	4.08%	\$1.00	Y	G
Aquatics Membership Child/Concession - DD fortnightly	\$19.60	\$18.64	\$1.86	\$20.50	4.59%	\$0.90	Y	G
Swim Adult pass - 20 visit pass	\$113.00	\$103.64	\$10.36	\$114.00	0.88%	\$1.00	Y	G
Swim Concession pass - 20 visit pass	\$89.50	\$81.36	\$8.14	\$89.50	0.00%	\$0.00	Y	G
Non Staffed Catered Birthday Party – With Play Equipment (per person)	\$27.00	\$25.45	\$2.55	\$28.00	3.70%	\$1.00	Y	G

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Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				
Aquatics (Casual) [continued]								
Event Charge (per person, per event)	\$7.80	\$7.36	\$0.74	\$8.10	3.85%	\$0.30	Y	G
Swim Squad								
Pre Squad (direct debit, per fortnight)	\$43.00	\$40.45	\$4.05	\$44.50	3.49%	\$1.50	Y	G
Novice (direct debit, per fortnight)	\$46.00	\$43.18	\$4.32	\$47.50	3.26%	\$1.50	Y	G
Development (direct debit, per fortnight)	\$50.00	\$46.82	\$4.68	\$51.50	3.00%	\$1.50	Y	G
State & National (direct debit, per fortnight)	\$54.00	\$50.91	\$5.09	\$56.00	3.70%	\$2.00	Y	G
Squads								
Casual Entry – per visit	\$9.00	\$8.45	\$0.85	\$9.30	3.33%	\$0.30	Y	G
Adult Swim Fit	\$13.20	\$12.36	\$1.24	\$13.60	3.03%	\$0.40	Y	G
Performance Coaching Analysis	\$76.50	\$71.82	\$7.18	\$79.00	3.27%	\$2.50	Y	G
Schools – Aquatic								
School Swim Entry - Carnivals - Inside LGA (includes lane hire)	\$0.00	\$4.55	\$0.45	\$5.00	-	\$5.00	Y	G
School Swim Entry - Carnivals - Outside LGA (includes lane hire)	\$0.00	\$5.00	\$0.50	\$5.50	-	\$5.50	Y	G
School Aquatic Program (45 minute session 1:10)	\$7.90	\$8.20	\$0.00	\$8.20	3.80%	\$0.30	N	G
School run lessons – entry p/head (DET)	\$5.20	\$4.91	\$0.49	\$5.40	3.85%	\$0.20	Y	G
Lane Hire (per hour) non local school	\$39.00	\$36.82	\$3.68	\$40.50	3.85%	\$1.50	Y	G
Lane Hire (per day) non local school	\$263.00	\$246.36	\$24.64	\$271.00	3.04%	\$8.00	Y	G
YMCA Swimming Lessons								
Learn to Swim per lesson	\$17.60	\$18.20	\$0.00	\$18.20	3.41%	\$0.60	N	G
Holiday Program per person per 5 lesson block	\$88.00	\$91.00	\$0.00	\$91.00	3.41%	\$3.00	N	G
Private Lesson (1st Child) – per visit	\$51.50	\$53.00	\$0.00	\$53.00	2.91%	\$1.50	N	G
Private Lesson (2 Child) – per visit	\$76.00	\$78.50	\$0.00	\$78.50	3.29%	\$2.50	N	G

Name	Year 23/24 Fee (incl. GST)	Year 24/25 Fee GST Fee (incl. GST)			Increase %	Increase \$	GST	Pricing Code
Health and Fitness (Casual)								
Adult Casual Gym (per visit)	\$20.50	\$19.55	\$1.95	\$21.50	4.88%	\$1.00	Y	G
Student Casual Gym (per visit)	\$16.00	\$15.09	\$1.51	\$16.60	3.75%	\$0.60	Y	G
Concession Casual Gym (Pensioner, Disability Support) (per visit)	\$11.60	\$10.91	\$1.09	\$12.00	3.45%	\$0.40	Y	G
Challenge Fitness Camp – Member	\$256.00	\$240.00	\$24.00	\$264.00	3.13%	\$8.00	Y	G
Challenge Fitness Camp – Non-Member	\$325.00	\$304.55	\$30.45	\$335.00	3.08%	\$10.00	Y	G
Group Fitness Classes – Adult (Per Class)	\$20.50	\$19.55	\$1.95	\$21.50	4.88%	\$1.00	Y	G
Group Fitness Classes – Student (Per Class)	\$16.00	\$15.09	\$1.51	\$16.60	3.75%	\$0.60	Y	G
Group Fitness Classes – Concession (Per Class)	\$11.60	\$10.91	\$1.09	\$12.00	3.45%	\$0.40	Y	G
School PE – Health & Fitness (per student)	\$11.00	\$10.36	\$1.04	\$11.40	3.64%	\$0.40	Y	G
School PE – Instructor hire (per hour, on top of entry fees if less than 15 students)	\$59.00	\$55.45	\$5.55	\$61.00	3.39%	\$2.00	Y	G
Professional service provider fee – per visit	\$27.50	\$25.91	\$2.59	\$28.50	3.64%	\$1.00	Y	G
Professional service client casual fee fitness area – per visit	\$13.40	\$12.55	\$1.25	\$13.80	2.99%	\$0.40	Y	G

Health and Fitness (Membership)

Centre Membership Adult - 12 month up front	\$963.00	\$893.64	\$89.36	\$983.00	2.08%	\$20.00	Y	G
Centre Membership Concession - 12 month up front	\$812.00	\$744.55	\$74.45	\$819.00	0.86%	\$7.00	Y	G
Centre Membership Adult - 3 month up front	\$317.00	\$288.18	\$28.82	\$317.00	0.00%	\$0.00	Y	G
Centre Membership Concession - 3 month up front	\$274.00	\$249.09	\$24.91	\$274.00	0.00%	\$0.00	Y	G
Joining fee	\$57.00	\$53.64	\$5.36	\$59.00	3.51%	\$2.00	Y	G
Centre Membership Adult - DD fortnightly	\$40.50	\$38.18	\$3.82	\$42.00	3.70%	\$1.50	Y	G
Centre Membership Concession - DD fortnightly	\$34.00	\$31.82	\$3.18	\$35.00	2.94%	\$1.00	Y	G
Centre Membership Pryme - DD fortnightly	\$34.00	\$31.82	\$3.18	\$35.00	2.94%	\$1.00	Y	G
Corporate Camden Council – 12 month up-front	\$706.00	\$660.91	\$66.09	\$727.00	2.97%	\$21.00	Y	G
Corporate Private business (Min 10 members) – 12 month up front	\$871.00	\$803.64	\$80.36	\$884.00	1.49%	\$13.00	Y	G
Family Membership (Includes 2 adults and 3 children under 17 years of age) - DD fortnightly	\$100.00	\$95.45	\$9.55	\$105.00	5.00%	\$5.00	Y	G
Family Membership additional child - DD fortnightly	\$26.00	\$24.55	\$2.45	\$27.00	3.85%	\$1.00	Y	G
Fortnightly Direct Debit – Teen Gym	\$23.00	\$21.82	\$2.18	\$24.00	4.35%	\$1.00	Y	G
Junior Gym	\$107.00	\$100.91	\$10.09	\$111.00	3.74%	\$4.00	Y	G

Name	Year 23/24 Fee (incl. GST)	Year 24/25 Fee (excl. GST)	Year 24/25 GST	Year 24/25 Fee (incl. GST)	Increase %	Increase \$	GST	Pricing Code
Personal Training								
Personal training 30 minutes (Direct Debit)	\$46.50	\$43.64	\$4.36	\$48.00	3.23%	\$1.50	Y	G
Personal training 60 minutes (Direct Debit)	\$82.50	\$77.27	\$7.73	\$85.00	3.03%	\$2.50	Y	G
Evolt Scan – Member	\$43.00	\$40.45	\$4.05	\$44.50	3.49%	\$1.50	Y	G
Evolt Scan – Non-member	\$53.50	\$50.45	\$5.05	\$55.50	3.74%	\$2.00	Y	G
Personal Training Packs								
PT Starter Pack (includes program and 3 x 30 minute sessions) – new clients only	\$190.00	\$178.18	\$17.82	\$196.00	3.16%	\$6.00	Y	G
Personal Training 10 x 30 minutes Upfront	\$426.00	\$399.09	\$39.91	\$439.00	3.05%	\$13.00	Y	G
Personal Training 10 x 60 minutes Upfront	\$777.00	\$727.27	\$72.73	\$800.00	2.96%	\$23.00	Y	G
Non-member Personal Training								
Non member – Personal training 30 minutes – Upfront	\$67.00	\$62.73	\$6.27	\$69.00	2.99%	\$2.00	Y	G
Non member – Personal training 60 minutes – Upfront	\$102.00	\$95.45	\$9.55	\$105.00	2.94%	\$3.00	Y	G
Child Care (fee per visit)								
Creche Casual – per visit	\$5.90	\$5.55	\$0.55	\$6.10	3.39%	\$0.20	Y	G
Creche Member Multi-visit pass – 20 visits	\$55.00	\$51.82	\$5.18	\$57.00	3.64%	\$2.00	Y	G
Stadium / Venue Hire								
Half Court Hire (per half court, per hour) - Commercial - Off Peak	\$0.00	\$32.73	\$3.27	\$36.00	-	\$36.00	Y	G
Half Court Hire (per half court, per hour) - Community - Off Peak	\$0.00	\$27.27	\$2.73	\$30.00	-	\$30.00	Y	G
Half Court Hire (per half court, per hour) - Community - Peak	\$0.00	\$32.27	\$3.23	\$35.50	-	\$35.50	Y	G
Meeting room hire (per hour) - Community	\$0.00	\$22.73	\$2.27	\$25.00	-	\$25.00	Y	G
Full Court Hire (per court, per hour) – Commercial – Peak	\$80.50	\$75.45	\$7.55	\$83.00	3.11%	\$2.50	Y	G
Full Court Hire (per court, per hour) – Community – Peak	\$70.50	\$65.00	\$6.50	\$71.50	0.71%	\$0.50	Y	G
Court Casual Hire (per person)	\$6.00	\$5.64	\$0.56	\$6.20	3.33%	\$0.20	Y	G
Court Hire Pass (per person) – 20 visit pass	\$102.00	\$92.73	\$9.27	\$102.00	0.00%	\$0.00	Y	G
Badminton (per court, per hour) - Commercial – Peak	\$32.50	\$25.91	\$2.59	\$28.50	-12.31%	-\$4.00	Y	G

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Name	Year 23/24 Fee (incl. GST)	Year 24/25 Fee (excl. GST) GST Fee (incl. GST)			Increase %	Increase \$	GST	Pricing Code
Stadium / Venue Hire [continued]								
Badminton (per court, per hour) - Community – Peak	\$28.50	\$21.36	\$2.14	\$23.50	-17.54%	-\$5.00	Y	G
Venue Hire – Exclusive Use – Cleaning Fee	\$213.00	\$200.00	\$20.00	\$220.00	3.29%	\$7.00	Y	G
Full Court Hire (per court, per hour) – Commercial – Off Peak	\$69.50	\$65.45	\$6.55	\$72.00	3.60%	\$2.50	Y	G
Full Court Hire (per court, per hour) – Community – Off Peak	\$60.00	\$54.55	\$5.45	\$60.00	0.00%	\$0.00	Y	G
Badminton (per court, per hour) - Commercial – Off Peak	\$25.00	\$22.73	\$2.27	\$25.00	0.00%	\$0.00	Y	G
Badminton (per court, per hour) - Community – Off Peak	\$28.00	\$18.18	\$1.82	\$20.00	-28.57%	-\$8.00	Y	G
Half Court Hire (per half court, per hour) - Commercial - Peak	\$40.50	\$37.73	\$3.77	\$41.50	2.47%	\$1.00	Y	G
Stadium Hire – Per Hour – After hours Rate	\$204.00	\$190.91	\$19.09	\$210.00	2.94%	\$6.00	Y	G
Multipurpose room hire (per hour) - Commercial	\$44.00	\$41.36	\$4.14	\$45.50	3.41%	\$1.50	Y	G
Multipurpose room hire (per hour) - Community	\$44.00	\$32.27	\$3.23	\$35.50	-19.32%	-\$8.50	Y	G
Meeting room hire (per hour) - Commercial	\$33.50	\$31.82	\$3.18	\$35.00	4.48%	\$1.50	Y	G
Stadium room hire – Per Hour	\$22.50	\$21.36	\$2.14	\$23.50	4.44%	\$1.00	Y	G
Ball hire – Per Ball	\$2.20	\$2.09	\$0.21	\$2.30	4.55%	\$0.10	Y	G

Sports

Sports Competitions – Team Fees Adults – per game	\$75.00	\$70.45	\$7.05	\$77.50	3.33%	\$2.50	Y	G
Sports Competitions – Team Fees Juniors – per game	\$60.00	\$56.36	\$5.64	\$62.00	3.33%	\$2.00	Y	G
Sports Competitions – Player Registration Fees – Adults	\$33.50	\$31.36	\$3.14	\$34.50	2.99%	\$1.00	Y	G
Sports Competitions – Player Registration Fees – Juniors	\$24.00	\$22.73	\$2.27	\$25.00	4.17%	\$1.00	Y	G
School Sport – Per Student (with instructor provided)	\$7.80	\$7.09	\$0.71	\$7.80	0.00%	\$0.00	Y	G
Learn to play – per person per session	\$16.60	\$15.64	\$1.56	\$17.20	3.61%	\$0.60	Y	G
Little dribblers – per person per session	\$10.80	\$10.18	\$1.02	\$11.20	3.70%	\$0.40	Y	G
Sport Competitions – Team Fees Adults – day competition	\$108.00	\$101.82	\$10.18	\$112.00	3.70%	\$4.00	Y	G
Sport Competitions – Team Fees Juniors – day competition	\$86.50	\$81.36	\$8.14	\$89.50	3.47%	\$3.00	Y	G

Holiday program

Action break holiday program (full day)	\$51.50	\$48.18	\$4.82	\$53.00	2.91%	\$1.50	Y	G
Action break holiday program – specialist (full day)	\$60.00	\$56.36	\$5.64	\$62.00	3.33%	\$2.00	Y	G

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Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
	Fee (excl. GST)	GST	Fee (incl. GST)					
Holiday program [continued]								
Action break holiday program (half day)	\$28.00	\$26.36	\$2.64	\$29.00	3.57%	\$1.00	Y	G
Action break holiday program – specialist (half day)	\$33.50	\$31.36	\$3.14	\$34.50	2.99%	\$1.00	Y	G
Vacation care (full day)	\$80.50	\$75.45	\$7.55	\$83.00	3.11%	\$2.50	Y	G
Vacation care – specialist (full day)	\$96.50	\$90.45	\$9.05	\$99.50	3.11%	\$3.00	Y	G
Vacation care (half day)	\$51.50	\$48.18	\$4.82	\$53.00	2.91%	\$1.50	Y	G
Vacation care – specialist (half day)	\$60.00	\$56.36	\$5.64	\$62.00	3.33%	\$2.00	Y	G
Programs for NDIS participants								
Swimability (per person per 60 minutes)	\$96.50	\$90.45	\$9.05	\$99.50	3.11%	\$3.00	Y	G
Swimability Group (per person per 60 minutes)	\$48.50	\$45.45	\$4.55	\$50.00	3.09%	\$1.50	Y	G
Administration Charges								
Direct debit dishonour fee	\$5.40	\$5.09	\$0.51	\$5.60	3.70%	\$0.20	Y	G
Administration fee	\$10.80	\$10.18	\$1.02	\$11.20	3.70%	\$0.40	Y	G
Multi Centre (Membership)								
Multi Centre – Camden Council Staff Annual Membership	\$0.00	\$751.82	\$75.18	\$827.00	-	\$827.00	Y	G
Multi Centre – Community Fortnightly Membership	\$0.00	\$47.27	\$4.73	\$52.00	-	\$52.00	Y	G
Oran Park Leisure Centre (OPLC)								
Vacation care – specialist (half day)	\$0.00	\$56.36	\$5.64	\$62.00	-	\$62.00	Y	G
Aqua Aerobic								
Aqua Aerobics – Adult (per class)	\$0.00	\$13.09	\$1.31	\$14.40	-	\$14.40	Y	G
Aqua Aerobics – Concession (per class)	\$0.00	\$8.73	\$0.87	\$9.60	-	\$9.60	Y	G
Aqua Aerobics Pass - 10 visit pass	\$0.00	\$104.55	\$10.45	\$115.00	-	\$115.00	Y	G

Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				
Aquatics (Casual)								
Adult Casual Swim (per visit)	\$0.00	\$6.82	\$0.68	\$7.50	-	\$7.50	Y	G
Aquatics Membership Adult - DD fortnightly	\$0.00	\$23.64	\$2.36	\$26.00	-	\$26.00	Y	G
Aquatics Membership Child/Concession - DD fortnightly	\$0.00	\$19.09	\$1.91	\$21.00	-	\$21.00	Y	G
Child Casual Swim (per visit)	\$0.00	\$5.27	\$0.53	\$5.80	-	\$5.80	Y	G
Concession Casual Swim (per visit)	\$0.00	\$5.27	\$0.53	\$5.80	-	\$5.80	Y	G
Event Charge (per person, per event)	\$0.00	\$7.36	\$0.74	\$8.10	-	\$8.10	Y	G
Family Swim (2 Adults + 3 Child. or 1 Adult + 4 Child.) per visit	\$0.00	\$20.91	\$2.09	\$23.00	-	\$23.00	Y	G
Non Staffed Catered Birthday Party (per person)	\$0.00	\$25.45	\$2.55	\$28.00	-	\$28.00	Y	G
Non swim entry (per visit)	\$0.00	\$2.73	\$0.27	\$3.00	-	\$3.00	Y	G
Sauna, Spa & Steam room (per visit)	\$0.00	\$2.64	\$0.26	\$2.90	-	\$2.90	Y	G
Swim Adult pass - 20 visit pass	\$0.00	\$109.09	\$10.91	\$120.00	-	\$120.00	Y	G
Swim Concession pass - 20 visit pass	\$0.00	\$84.36	\$8.44	\$92.80	-	\$92.80	Y	G
Lane Hire								
Lane Hire 25m (per hour, per lane) - Commercial (entry fees additional)	\$0.00	\$22.73	\$2.27	\$25.00	-	\$25.00	Y	G
Lane Hire 25m (per hour, per lane) - Community (entry fees additional)	\$0.00	\$13.64	\$1.36	\$15.00	-	\$15.00	Y	G
Lane Hire 50m (per hour, per lane) - Commercial (entry fees additional)	\$0.00	\$45.45	\$4.55	\$50.00	-	\$50.00	Y	G
Lane Hire 50m (per hour, per lane) - Community (entry fees additional)	\$0.00	\$22.73	\$2.27	\$25.00	-	\$25.00	Y	G
Swim Squad								
Adult Swim Fit	\$0.00	\$12.36	\$1.24	\$13.60	-	\$13.60	Y	G
Casual Entry – per visit	\$0.00	\$8.45	\$0.85	\$9.30	-	\$9.30	Y	G
Development (direct debit, per fortnight)	\$0.00	\$46.82	\$4.68	\$51.50	-	\$51.50	Y	G
Novice (direct debit, per fortnight)	\$0.00	\$43.18	\$4.32	\$47.50	-	\$47.50	Y	G
Performance Coaching Analysis	\$0.00	\$71.82	\$7.18	\$79.00	-	\$79.00	Y	G
Pre Squad (direct debit, per fortnight)	\$0.00	\$40.45	\$4.05	\$44.50	-	\$44.50	Y	G
State & National (direct debit, per fortnight)	\$0.00	\$50.91	\$5.09	\$56.00	-	\$56.00	Y	G

Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				
School - Aquatic								
School Aquatic Program (45 minute session 1:10)	\$0.00	\$8.20	\$0.00	\$8.20	-	\$8.20	N	G
School Lessons Swim - DET (entry per head)	\$0.00	\$5.40	\$0.00	\$5.40	-	\$5.40	N	G
School Swim Entry - Carnivals - Inside LGA (includes lane hire)	\$0.00	\$4.55	\$0.45	\$5.00	-	\$5.00	Y	G
School Swim Entry - Carnivals - Outside LGA (includes lane hire)	\$0.00	\$5.00	\$0.50	\$5.50	-	\$5.50	Y	G
YMCA Swimming Lessons								
Holiday Program per person per 5 lesson block	\$0.00	\$82.73	\$8.27	\$91.00	-	\$91.00	Y	G
Learn to Swim per lesson	\$0.00	\$18.20	\$0.00	\$18.20	-	\$18.20	N	G
Private Lesson (1st Child) – per visit	\$0.00	\$53.00	\$0.00	\$53.00	-	\$53.00	N	G
Private Lesson (2 Child) – per visit	\$0.00	\$78.50	\$0.00	\$78.50	-	\$78.50	N	G
Health and Fitness (Casual)								
Adult Casual Gym (per visit)	\$0.00	\$19.55	\$1.95	\$21.50	-	\$21.50	Y	G
Challenge Fitness Camp – Member	\$0.00	\$240.00	\$24.00	\$264.00	-	\$264.00	Y	G
Challenge Fitness Camp – Non-Member	\$0.00	\$304.55	\$30.45	\$335.00	-	\$335.00	Y	G
Concession Casual Gym (per visit)	\$0.00	\$10.91	\$1.09	\$12.00	-	\$12.00	Y	G
Group Fitness Classes – Adult (per class)	\$0.00	\$19.55	\$1.95	\$21.50	-	\$21.50	Y	G
Group Fitness Classes – Concession (per class)	\$0.00	\$10.91	\$1.09	\$12.00	-	\$12.00	Y	G
Group Fitness Classes – Student (per class)	\$0.00	\$15.09	\$1.51	\$16.60	-	\$16.60	Y	G
Professional service client casual - fitness area – per visit	\$0.00	\$12.55	\$1.25	\$13.80	-	\$13.80	Y	G
Professional service provider – per visit	\$0.00	\$25.91	\$2.59	\$28.50	-	\$28.50	Y	G
School PE – Health & Fitness (per student)	\$0.00	\$10.36	\$1.04	\$11.40	-	\$11.40	Y	G
School PE – Instructor hire (per hour, on top of entry fees if less than 15 students)	\$0.00	\$55.45	\$5.55	\$61.00	-	\$61.00	Y	G
Student Casual Gym (per visit)	\$0.00	\$15.09	\$1.51	\$16.60	-	\$16.60	Y	G
Multi Centre (Membership)								
Multi Centre – Camden Council Staff Annual Membership	\$0.00	\$751.82	\$75.18	\$827.00	-	\$827.00	Y	G
Multi Centre – Community Fortnightly Membership	\$0.00	\$47.27	\$4.73	\$52.00	-	\$52.00	Y	G

Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				

Heath and Fitness (Membership)

Centre Membership Adult - 3 month up front	\$0.00	\$288.18	\$28.82	\$317.00	-	\$317.00	Y	G
Centre Membership Adult - 12 month up front	\$0.00	\$892.73	\$89.27	\$982.00	-	\$982.00	Y	G
Centre Membership Adult - DD fortnightly	\$0.00	\$38.18	\$3.82	\$42.00	-	\$42.00	Y	G
Centre Membership Concession - 3 month up front	\$0.00	\$249.09	\$24.91	\$274.00	-	\$274.00	Y	G
Centre Membership Concession - 12 month up front	\$0.00	\$744.55	\$74.45	\$819.00	-	\$819.00	Y	G
Centre Membership Concession - DD fortnightly	\$0.00	\$31.82	\$3.18	\$35.00	-	\$35.00	Y	G
Centre Membership Pryme - DD fortnightly	\$0.00	\$31.82	\$3.18	\$35.00	-	\$35.00	Y	G
Corporate Camden Council – 12 month up front	\$0.00	\$660.91	\$66.09	\$727.00	-	\$727.00	Y	G
Corporate Private business (Min 10 members) – 12 month up-front	\$0.00	\$803.64	\$80.36	\$884.00	-	\$884.00	Y	G
Family Membership (Includes 2 adults and 3 children under 17 years of age) - DD fortnightly	\$0.00	\$95.45	\$9.55	\$105.00	-	\$105.00	Y	G
Family Membership additional child - DD fortnightly	\$0.00	\$24.55	\$2.45	\$27.00	-	\$27.00	Y	G
Joining fee	\$0.00	\$53.64	\$5.36	\$59.00	-	\$59.00	Y	G
Teen Gym Membership - DD fortnightly	\$0.00	\$21.82	\$2.18	\$24.00	-	\$24.00	Y	G

Personal Training - Members

Body Scan – Member	\$0.00	\$40.45	\$4.05	\$44.50	-	\$44.50	Y	G
Personal Training 30 minutes	\$0.00	\$43.64	\$4.36	\$48.00	-	\$48.00	Y	G
Personal Training 60 minutes	\$0.00	\$77.27	\$7.73	\$85.00	-	\$85.00	Y	G
Personal Training Pack - 10 x 30 minutes Upfront	\$0.00	\$399.09	\$39.91	\$439.00	-	\$439.00	Y	G
Personal Training Pack - 10 x 60 minutes Upfront	\$0.00	\$727.27	\$72.73	\$800.00	-	\$800.00	Y	G
PT Starter Pack (includes program and 3 x 30 minute sessions) – new clients only	\$0.00	\$178.18	\$17.82	\$196.00	-	\$196.00	Y	G

Personal Training - Non Members

Body Scan – Non-member	\$0.00	\$50.45	\$5.05	\$55.50	-	\$55.50	Y	G
Non member – Personal Training 30 minutes	\$0.00	\$62.73	\$6.27	\$69.00	-	\$69.00	Y	G
Non member – Personal Training 60 minutes	\$0.00	\$95.45	\$9.55	\$105.00	-	\$105.00	Y	G

Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				
Creche								
Creche Casual – per visit	\$0.00	\$5.55	\$0.55	\$6.10	-	\$6.10	Y	G
Creche Member Pass – 20 visits pass	\$0.00	\$51.82	\$5.18	\$57.00	-	\$57.00	Y	G
Stadium/Venue Hire								
Badminton (per court, per hour) - Community – Peak	\$0.00	\$21.36	\$2.14	\$23.50	-	\$23.50	Y	G
Badminton (per court, per hour) - Commercial – Off Peak	\$0.00	\$22.73	\$2.27	\$25.00	-	\$25.00	Y	G
Badminton (per court, per hour) - Commercial – Peak	\$0.00	\$25.91	\$2.59	\$28.50	-	\$28.50	Y	G
Badminton (per court, per hour) - Community – Off Peak	\$0.00	\$18.18	\$1.82	\$20.00	-	\$20.00	Y	G
Ball / Shuttlecock / Racket hire – Each	\$0.00	\$2.09	\$0.21	\$2.30	-	\$2.30	Y	G
Court Casual Hire (per person)	\$0.00	\$5.64	\$0.56	\$6.20	-	\$6.20	Y	G
Court Hire Pass (per person) – 20 visit pass	\$0.00	\$92.73	\$9.27	\$102.00	-	\$102.00	Y	G
Full Court Hire (per court, per hour) – Commercial – Off Peak	\$0.00	\$65.45	\$6.55	\$72.00	-	\$72.00	Y	G
Full Court Hire (per court, per hour) – Commercial – Peak	\$0.00	\$75.45	\$7.55	\$83.00	-	\$83.00	Y	G
Full Court Hire (per court, per hour) – Community – Off Peak	\$0.00	\$54.55	\$5.45	\$60.00	-	\$60.00	Y	G
Full Court Hire (per court, per hour) – Community – Peak	\$0.00	\$65.00	\$6.50	\$71.50	-	\$71.50	Y	G
Half Court Hire (per half court, per hour) - Commercial - Off Peak	\$0.00	\$32.73	\$3.27	\$36.00	-	\$36.00	Y	G
Half Court Hire (per half court, per hour) - Commercial - Peak	\$0.00	\$37.73	\$3.77	\$41.50	-	\$41.50	Y	G
Half Court Hire (per half court, per hour) - Community - Off Peak	\$0.00	\$27.27	\$2.73	\$30.00	-	\$30.00	Y	G
Half Court Hire (per half court, per hour) - Community - Peak	\$0.00	\$32.27	\$3.23	\$35.50	-	\$35.50	Y	G
Meeting room hire (per hour) - Commercial	\$0.00	\$31.82	\$3.18	\$35.00	-	\$35.00	Y	G
Meeting room hire (per hour) - Community	\$0.00	\$22.73	\$2.27	\$25.00	-	\$25.00	Y	G
Multipurpose room hire (per hour) - Commercial	\$0.00	\$41.36	\$4.14	\$45.50	-	\$45.50	Y	G
Multipurpose room hire (per hour) - Community	\$0.00	\$32.27	\$3.23	\$35.50	-	\$35.50	Y	G
Stadium Hire – Per Hour - After hours Rate (2 courts)	\$0.00	\$190.91	\$19.09	\$210.00	-	\$210.00	Y	G
Stadium Hire – Per Hour - After hours Rate (4 courts)	\$0.00	\$381.82	\$38.18	\$420.00	-	\$420.00	Y	G
Stadium room hire – Per Hour	\$0.00	\$21.36	\$2.14	\$23.50	-	\$23.50	Y	G
Venue Hire – Exclusive Use – Cleaning Fee	\$0.00	\$200.00	\$20.00	\$220.00	-	\$220.00	Y	G

Name	Year 23/24 Fee (incl. GST)	Year 24/25 Fee (excl. GST)	GST	Fee (incl. GST)	Increase %	Increase \$	GST	Pricing Code
Sports								
Learn to play (per person, per session)	\$0.00	\$15.64	\$1.56	\$17.20	-	\$17.20	Y	G
Little dribblers (per person, per session)	\$0.00	\$10.18	\$1.02	\$11.20	-	\$11.20	Y	G
School Sport – (per student)	\$0.00	\$7.09	\$0.71	\$7.80	-	\$7.80	Y	G
Sport Competitions – Team Fees Adults – day competition	\$0.00	\$101.82	\$10.18	\$112.00	-	\$112.00	Y	G
Sport Competitions – Team Fees Juniors – day competition	\$0.00	\$81.36	\$8.14	\$89.50	-	\$89.50	Y	G
Sports Competitions – Player Registration Fees – Adults	\$0.00	\$31.36	\$3.14	\$34.50	-	\$34.50	Y	G
Sports Competitions – Player Registration Fees – Juniors	\$0.00	\$22.73	\$2.27	\$25.00	-	\$25.00	Y	G
Sports Competitions – Team Fees Adults – per game	\$0.00	\$70.45	\$7.05	\$77.50	-	\$77.50	Y	G
Sports Competitions – Team Fees Juniors – per game	\$0.00	\$56.36	\$5.64	\$62.00	-	\$62.00	Y	G
Holiday Program								
Holiday program – specialist (full day)	\$0.00	\$56.36	\$5.64	\$62.00	-	\$62.00	Y	G
Holiday program – specialist (half day)	\$0.00	\$31.36	\$3.14	\$34.50	-	\$34.50	Y	G
Holiday program (full day)	\$0.00	\$48.18	\$4.82	\$53.00	-	\$53.00	Y	G
Holiday program (half day)	\$0.00	\$26.36	\$2.64	\$29.00	-	\$29.00	Y	G
Vacation care – specialist (full day)	\$0.00	\$90.45	\$9.05	\$99.50	-	\$99.50	Y	G
Vacation care (full day)	\$0.00	\$75.45	\$7.55	\$83.00	-	\$83.00	Y	G
Vacation care (half day)	\$0.00	\$48.18	\$4.82	\$53.00	-	\$53.00	Y	G
Programs for NDIS participants								
Swimability (per person per 60 minutes)	\$0.00	\$90.45	\$9.05	\$99.50	-	\$99.50	Y	G
Swimability Group (per person per 60 minutes)	\$0.00	\$45.45	\$4.55	\$50.00	-	\$50.00	Y	G
Administration Charges								
Administration fee	\$0.00	\$10.18	\$1.02	\$11.20	-	\$11.20	Y	G
Direct debit dishonour fee	\$0.00	\$5.09	\$0.51	\$5.60	-	\$5.60	Y	G

Name	Year 23/24	Year 24/25			Increase	Increase	GST	Pricing Code
	Fee (incl. GST)	Fee (excl. GST)	GST	Fee (incl. GST)	%	\$		

Cemetery Fees

Re-identification survey and reopening of grave – 2nd interment (weather ash or bodily) in any burial site.	\$597.00	\$559.09	\$55.91	\$615.00	3.02%	\$18.00	Y	G
Permission for Monument Work (Burial Sites - both new and major amendments to existing monuments)	\$235.00	\$242.00	\$0.00	\$242.00	2.98%	\$7.00	N	G
Right of Burial Transfer	\$1,175.00	\$1,210.00	\$0.00	\$1,210.00	2.98%	\$35.00	N	G
Right of Burial Transfer For Immediate Family Members	\$78.00	\$80.50	\$0.00	\$80.50	3.21%	\$2.50	N	G
Search of cemetery records (brief search up to 30 minutes per search – includes phone/copy/postage)	\$63.50	\$65.50	\$0.00	\$65.50	3.15%	\$2.00	N	G
Search of cemetery records (extensive search per individual search – includes phone/copy/postage)	\$240.00	\$247.00	\$0.00	\$247.00	2.92%	\$7.00	N	G
Administration Fee (applies to all new reservations/ interments/burials/placement of ashes) , plaque approval/return of burial plot back to Council)	\$113.00	\$106.36	\$10.64	\$117.00	3.54%	\$4.00	Y	G
One off maintenance fee (applies to all internments/burials/placements of ashes)	\$176.00	\$165.45	\$16.55	\$182.00	3.41%	\$6.00	Y	G

Name	Year 23/24	Year 24/25			Increase %	Increase \$	GST	Pricing Code
	Fee (incl. GST)	Fee (excl. GST)	GST	Fee (incl. GST)				

Definitions

Resident: currently resides in the Camden LGA (Evidence of residency required)

Non-resident: not currently living in the Camden LGA.

Burial Licence: A burial licence is required before a burial in an interment can occur. The licence can be pre-purchased and remain valid for a maximum of 25 years after which the licence can be re-issued.

Grave digging: All prices exclude grave digging – Council does not provide grave digging services.

1. Standard: General plot size

Non-standard: where required plot size exceeds the definition of standard plot.

Return of burial plot back to Council: where ownership of a burial plot is returned to Council, the plot will be refunded at the purchased price.

Immediate Family: A spouse or former spouse, de facto partner or former de facto partner, child, parent, grandparent, grandchild or sibling. It includes step-relations (eg. step-parents and step-children) as well as adoptive relations.
Evidence is this relationship may be requested.

Major monument amendments: when major amendments are made to existing monumental works ie addition of gutters and slab where they did not form part of the original application and approval, complete demolition or replacement of existing works, replacement of damaged or failed monumental works with new

Minor monument works: addition of a vase, statue or inscription to existing monumental works/approval and record keeping.

Burial Licence – Single internment – Standard

Non Resident – Camden LGA	\$5,640.00	\$6,036.36	\$603.64	\$6,640.00	17.73%	\$1,000.00	Y	G
Resident – Camden LGA	\$3,460.00	\$3,240.91	\$324.09	\$3,565.00	3.03%	\$105.00	Y	G

Burial Licence - Single internment – Non-Standard

Application Fee (minor monumental works, plaque approvals, exhumation)	\$0.00	\$117.00	\$0.00	\$117.00	-	\$117.00	N	G
Non-Resident - Camden LGA	\$7,273.00	\$7,520.91	\$752.09	\$8,273.00	13.75%	\$1,000.00	Y	G
Resident - Camden LGA	\$4,460.00	\$4,172.73	\$417.27	\$4,590.00	2.91%	\$130.00	Y	G

Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				
Burial licence – Children/Babies								
Non Resident – Camden LGA	\$1,280.00	\$1,200.00	\$120.00	\$1,320.00	3.13%	\$40.00	Y	G
Resident – Camden LGA	\$597.00	\$559.09	\$55.91	\$615.00	3.02%	\$18.00	Y	G
Placement of ashes – Columbarium Wall/Sandstone Wall								
Non Resident – Camden LGA	\$1,705.00	\$1,595.45	\$159.55	\$1,755.00	2.93%	\$50.00	Y	G
Resident – Camden LGA	\$1,335.00	\$1,250.00	\$125.00	\$1,375.00	3.00%	\$40.00	Y	G
Placement of ashes – Existing columbarium wall or burial allotment								
Non Resident – Camden LGA	\$724.00	\$677.27	\$67.73	\$745.00	2.90%	\$21.00	Y	G
Resident – Camden LGA	\$532.00	\$498.18	\$49.82	\$548.00	3.01%	\$16.00	Y	G
Ash under memorial tree/garden								
Non Resident – Camden LGA	\$1,335.00	\$1,250.00	\$125.00	\$1,375.00	3.00%	\$40.00	Y	G
Resident – Camden LGA	\$926.00	\$866.36	\$86.64	\$953.00	2.92%	\$27.00	Y	G

Name	Year 23/24	Year 24/25			Increase %	Increase \$	GST	Pricing Code
	Fee (incl. GST)	Fee (excl. GST)	GST	Fee (incl. GST)				

Community Outcomes

Julia Reserve Facility

Auditorium

Community (NFP/community group) – peak (Saturday and Sunday) – casual (one off booking or hirers who do not meet the definition of regular hire)

Community – peak – casual	\$91.00	\$85.45	\$8.55	\$94.00	3.30%	\$3.00	Y	G
Community – non-peak – casual	\$68.00	\$63.64	\$6.36	\$70.00	2.94%	\$2.00	Y	G
Commercial - Peak - Casual	\$116.73	\$109.20	\$10.92	\$120.12	2.90%	\$3.39	Y	G
Commercial - Non Peak - Casual	\$87.80	\$82.13	\$8.21	\$90.35	2.90%	\$2.55	Y	G

Block Packages (Auditorium)

Community Charges

Block 1: 8am-12noon	\$205.00	\$191.82	\$19.18	\$211.00	2.93%	\$6.00	Y	G
Block 2: 12.45pm-4.45pm	\$205.00	\$191.82	\$19.18	\$211.00	2.93%	\$6.00	Y	G
Block 3: 5.30pm-10.30pm	\$205.00	\$191.82	\$19.18	\$211.00	2.93%	\$6.00	Y	G

Commercial Charges

Block 1: 8am-12noon	\$259.00	\$242.73	\$24.27	\$267.00	3.09%	\$8.00	Y	G
Block 2: 12.45pm-4.45pm	\$259.00	\$242.73	\$24.27	\$267.00	3.09%	\$8.00	Y	G
Block 3: 5.30pm-10.30pm	\$259.00	\$242.73	\$24.27	\$267.00	3.09%	\$8.00	Y	G

Activity Room 1

Community – peak – casual	\$41.00	\$38.64	\$3.86	\$42.50	3.66%	\$1.50	Y	G
Community – non-peak – casual	\$30.00	\$28.18	\$2.82	\$31.00	3.33%	\$1.00	Y	G
Commercial - Peak - Casual	\$52.68	\$49.28	\$4.93	\$54.21	2.90%	\$1.53	Y	G
Commercial - Non Peak - Casual	\$39.00	\$36.82	\$3.68	\$40.50	3.85%	\$1.50	Y	G

Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				

Activity Room 2

Community – peak – casual	\$41.00	\$38.64	\$3.86	\$42.50	3.66%	\$1.50	Y	G
Community – non-peak – casual	\$30.00	\$28.18	\$2.82	\$31.00	3.33%	\$1.00	Y	G
Commercial - Peak - Casual	\$53.00	\$50.00	\$5.00	\$55.00	3.77%	\$2.00	Y	G
Commercial - Non Peak - Casual	\$39.00	\$36.82	\$3.68	\$40.50	3.85%	\$1.50	Y	G

Additional Charges for Use of Kitchen & AV Facility

Bond	Min \$500.00						N	G
	Min. Fee excl. GST: \$500.00							
Audio Visual package (Auditorium) - Hourly-Min 3 hrs	\$100.00	\$90.91	\$9.09	\$100.00	0.00%	\$0.00	Y	G
Use of kitchen, after 6pm on a weekday - Hourly Rate, minimum 3 hours	\$77.50	\$72.73	\$7.27	\$80.00	3.23%	\$2.50	Y	G
Use of kitchen, weekends - Hourly, Min 3 hours	\$77.50	\$72.73	\$7.27	\$80.00	3.23%	\$2.50	Y	G
Kitchen Cleaning - imposed if kitchen is not left clean and as found	\$161.00	\$150.91	\$15.09	\$166.00	3.11%	\$5.00	Y	G
Imposed if kitchen is not left clean and as found								
Kitchen Fire Alarm Activation	At Cost + GST						Y	G

Library Fees & Charges

Note: Companions of holders of a companion card will receive free admission to Council's Library facilities & events when assisting a person with a disability.

Library Fines

First & Second Notice	\$3.90	\$4.10	\$0.00	\$4.10	5.13%	\$0.20	N	A
Third Notice	\$5.50	\$5.70	\$0.00	\$5.70	3.64%	\$0.20	N	A
Lost or damaged item processing fee	\$7.70	\$8.00	\$0.00	\$8.00	3.90%	\$0.30	N	A
Replacement cost for lost or damaged item	At Cost						N	A
Replacement of lost membership card	\$5.00	\$5.20	\$0.00	\$5.20	4.00%	\$0.20	N	A

Reservations

Inter library loan – processing fee	\$2.30	\$2.18	\$0.22	\$2.40	4.35%	\$0.10	Y	A
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Name	Year 23/24 Fee (incl. GST)	Year 24/25		Fee (incl. GST)	Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST					

Reservations [continued]

Inter library loan – Charges levied upon Camden Library Services	Full Cost Recovery						Y	A
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Library Photocopier and PC Printing

Black and white A4 (per print)	\$0.20	\$0.18	\$0.02	\$0.20	0.00%	\$0.00	Y	A
Black and white A3 (per print)	\$0.40	\$0.36	\$0.04	\$0.40	0.00%	\$0.00	Y	A
Colour A4 (per print)	\$0.50	\$0.45	\$0.05	\$0.50	0.00%	\$0.00	Y	A
Colour A3 (per print)	\$1.00	\$0.91	\$0.09	\$1.00	0.00%	\$0.00	Y	A
Local Studies Research for Commercial organisation per hour	\$60.00	\$56.36	\$5.64	\$62.00	3.33%	\$2.00	Y	A
Library carry bags	\$4.50	\$4.27	\$0.43	\$4.70	4.44%	\$0.20	Y	G
USB Thumb Drives	\$13.60	\$12.73	\$1.27	\$14.00	2.94%	\$0.40	Y	G

Local Studies Photographic images copy fee

300 DPI JPEG file	\$27.00	\$24.55	\$2.45	\$27.00	0.00%	\$0.00	Y	A
800 DPI JPEG file	\$48.00	\$43.64	\$4.36	\$48.00	0.00%	\$0.00	Y	A
Copying fee 300 DPI JPEG File	\$29.00	\$27.27	\$2.73	\$30.00	3.45%	\$1.00	Y	C
Copying fee 800 DPI JPEG File	\$50.00	\$46.82	\$4.68	\$51.50	3.00%	\$1.50	Y	C
Postage and packaging within Australia	\$9.30	\$8.73	\$0.87	\$9.60	3.23%	\$0.30	Y	A

Library Programs

3D Club Printing Setup Fee	\$10.00	\$9.09	\$0.91	\$10.00	0.00%	\$0.00	Y	A
3D Printing per hour/part thereof	\$5.50	\$5.18	\$0.52	\$5.70	3.64%	\$0.20	Y	A
Visiting Writers Event Book Sale Commission						At 10%	Y	G
Library – Adult Programs						At Cost	Y	G
Library – Youth Programs						At Cost	Y	G
Library – Children's Program						At Cost	Y	G

Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				

Narellan Library Meeting Rooms and Community Space

Design and Create Space

Design & Create Space available for approved Library Learning programs at no fee as library provides tutors/supervision.

Community per day (includes use of equipment)	\$81.50	\$76.36	\$7.64	\$84.00	3.07%	\$2.50	Y	G
Commercial per day (includes use of equipment)	\$166.00	\$155.45	\$15.55	\$171.00	3.01%	\$5.00	Y	G
Community per hour (includes use of equipment)	\$14.60	\$13.82	\$1.38	\$15.20	4.11%	\$0.60	Y	G
Commercial per hour (includes use of equipment)	\$29.00	\$27.27	\$2.73	\$30.00	3.45%	\$1.00	Y	G
Technical/Facilitator Assistance per hour	\$71.50	\$67.27	\$6.73	\$74.00	3.50%	\$2.50	Y	G
Bond required for use of equipment	\$53.50	\$55.50	\$0.00	\$55.50	3.74%	\$2.00	N	G

The Space (main area) – inline with library operating hours

Main Space available for approved Library Learning programs at no fee as library provides tutors/supervision.

Community – Hourly rate (laptops available for use)	\$23.00	\$21.82	\$2.18	\$24.00	4.35%	\$1.00	Y	G
Commercial – Hourly Rate (laptops available for use)	\$44.00	\$41.36	\$4.14	\$45.50	3.41%	\$1.50	Y	G
Technical/Facilitator Assistance per hour	\$71.50	\$67.27	\$6.73	\$74.00	3.50%	\$2.50	Y	G
Bond required for use of equipment	\$218.00	\$225.00	\$0.00	\$225.00	3.21%	\$7.00	N	G

Record & Mix Space

Record & Mix Space available for approved Library Learning programs at no fee as library provides tutors/supervision.

Digital Recording Studio – Free use of space by emerging artist as part of council's cultural development project up to 20 hours per year.

Community per day (includes use of equipment)	\$81.50	\$76.36	\$7.64	\$84.00	3.07%	\$2.50	Y	G
Commercial per day (includes use of equipment)	\$166.00	\$155.45	\$15.55	\$171.00	3.01%	\$5.00	Y	G
Community per hour (includes use of equipment)	\$14.00	\$13.27	\$1.33	\$14.60	4.29%	\$0.60	Y	G
Commercial per hour (includes use of equipment)	\$29.00	\$27.27	\$2.73	\$30.00	3.45%	\$1.00	Y	G
Technical/Facilitator Assistance per hour	\$71.50	\$67.27	\$6.73	\$74.00	3.50%	\$2.50	Y	G
Bond required for use of equipment	\$218.00	\$225.00	\$0.00	\$225.00	3.21%	\$7.00	N	G

Name	Year 23/24	Year 24/25			Increase	Increase	GST	Pricing
	Fee (incl. GST)	Fee (excl. GST)	GST	Fee (incl. GST)	%	\$		

Family Day Care Fees

Administration Levy – payable by parents (per hour per child)	\$1.45	\$1.45	\$0.00	\$1.45	0.00%	\$0.00	N	A
Professional Partnership Fee (per week)	\$53.50	\$55.50	\$0.00	\$55.50	3.74%	\$2.00	N	A
Enrolment Fee – payable by parents (1st Child)	\$59.00	\$61.00	\$0.00	\$61.00	3.39%	\$2.00	N	A
Fee Schedule Variation (payable by the Educator for additional variations to independent fee schedules after one free variation per Educator per annum)	\$32.50	\$33.50	\$0.00	\$33.50	3.08%	\$1.00	N	A
Enrolment Fee – payable by parents – 2nd and additional child	\$16.60	\$17.20	\$0.00	\$17.20	3.61%	\$0.60	N	A
Late Timesheet Fee (exceptional circumstances considered)	\$11.88	\$12.22	\$0.00	\$12.22	2.86%	\$0.35	N	A
Educator Registration and Start Up Package	\$299.00	\$308.00	\$0.00	\$308.00	3.01%	\$9.00	N	A
Annual Educator Registration Fee	\$37.50	\$39.00	\$0.00	\$39.00	4.00%	\$1.50	N	A

Name	Year 23/24	Year 24/25			Increase %	Increase \$	GST	Pricing Code
	Fee (incl. GST)	Fee (excl. GST)	GST	Fee (incl. GST)				

Economic Development & Activation

Camden Civic Centre – Space Hire Fees

Note: A 10% discount will apply to weekend commercial space hire rates for businesses within the Camden LGA

Macarthur Auditorium

Function Space Hire	\$600.00	\$545.45	\$54.55	\$600.00	0.00%	\$0.00	Y	G
Function Space Hire is applied to catered events, where catering is calculated as a minimum of \$35 per head for adult patron catering. Hire is for a maximum period of 5 hours. Fee relates to Auditorium or Gallery Weekend events.								

Space Hire – Midweek Off Peak per hour

Commercial Rate	\$150.00	\$136.36	\$13.64	\$150.00	0.00%	\$0.00	Y	G
Off Peak Charges apply to bookings that: Fall between January and August Events held prior to 10am Where a minimum of 4 hours Auditorium hire or 2hours hire Gallery applies Conditions apply Consideration will be given during peak times where vacancy exists within 7 days of an enquiry.								
Community Rate	\$120.00	\$109.09	\$10.91	\$120.00	0.00%	\$0.00	Y	G
Off peak charges apply to bookings that: Fall between January to August Event bookings are held prior to 10am daily Where a minimum of 4hours hire of Auditorium or 2hours Gallery applies Conditions apply Consideration will be given during peak times where vacany exists within 7 days of an enquiry								

Space Hire – Midweek day rate (6 hour day or 6 hour evening)

Commercial Rate	\$1,000.00	\$909.09	\$90.91	\$1,000.00	0.00%	\$0.00	Y	G
Applies to mid week bookings between 9am Monday and Friday 12 noon.								
Community Rate	\$600.00	\$545.45	\$54.55	\$600.00	0.00%	\$0.00	Y	G
Applies to mid week bookings Monday 9am - Friday 12 noon								

Name	Year 23/24 Fee (incl. GST)	Year 24/25 Fee (excl. GST)	Year 24/25 GST	Year 24/25 Fee (incl. GST)	Increase %	Increase \$	GST	Pricing Code
Space Hire – Weekend Off Peak per hour								
Commercial Rate	\$180.00	\$163.64	\$16.36	\$180.00	0.00%	\$0.00	Y	G
Hourly rate applies to longer bookings, overtime and late to leave.								
Community Rate	\$150.00	\$136.36	\$13.64	\$150.00	0.00%	\$0.00	Y	G
Hourly rate applies to longer bookings, overtime and late to leave								
Space Hire – Weekend day rate (6 hour day or 6 hour evening)								
Commercial Rate	\$1,350.00	\$1,227.27	\$122.73	\$1,350.00	0.00%	\$0.00	Y	G
Community Rate	\$880.00	\$800.00	\$80.00	\$880.00	0.00%	\$0.00	Y	G
Ferguson Gallery								
Function Space Hire	\$600.00	\$545.45	\$54.55	\$600.00	0.00%	\$0.00	Y	G
Space Hire – Midweek Off Peak per hour								
Commercial Rate	\$120.00	\$109.09	\$10.91	\$120.00	0.00%	\$0.00	Y	G
Hourly rate applies to longer bookings, late to leave or overtime								
Community Rate	\$100.00	\$90.91	\$9.09	\$100.00	0.00%	\$0.00	Y	G
Hourly rate applies to longer bookings, late to leave, or overtime								
Space Hire – Midweek day rate (6 hour day or 6 hour evening)								
Commercial Rate	\$660.00	\$600.00	\$60.00	\$660.00	0.00%	\$0.00	Y	G
Community Rate	\$440.00	\$400.00	\$40.00	\$440.00	0.00%	\$0.00	Y	G
Space Hire – Weekend Off Peak per hour								
Commercial Rate	\$120.00	\$109.09	\$10.91	\$120.00	0.00%	\$0.00	Y	G
Hourly rate applies to longer bookings, overtime and late to leave								

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Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				
Space Hire – Weekend Off Peak per hour [continued]								
Community Rate	\$100.00	\$90.91	\$9.09	\$100.00	0.00%	\$0.00	Y	G
Hourly rate applies to longer bookings, overtime and late to leave								
Space Hire – Weekend day rate (6 hour day or 6 hour evening)								
Commercial Rate	\$880.00	\$800.00	\$80.00	\$880.00	0.00%	\$0.00	Y	G
Community Rate	\$660.00	\$600.00	\$60.00	\$660.00	0.00%	\$0.00	Y	G
Outdoor Garden								
Space Hire – Wedding Ceremony or overflow for Civic Centre hire	\$170.00	\$154.55	\$15.45	\$170.00	0.00%	\$0.00	Y	G
Undercroft – Mitchell Room (Community Room)								
Space Hire – Midweek Hourly								
Commercial Rate	\$55.00	\$50.00	\$5.00	\$55.00	0.00%	\$0.00	Y	G
Community Rate	\$33.00	\$30.00	\$3.00	\$33.00	0.00%	\$0.00	Y	G
Space Hire – Midweek day rate								
Commercial Rate	\$300.00	\$272.73	\$27.27	\$300.00	0.00%	\$0.00	Y	G
Community Rate	\$180.00	\$163.64	\$16.36	\$180.00	0.00%	\$0.00	Y	G
Space Hire – Weekend hourly								
Commercial Rate	\$65.00	\$59.09	\$5.91	\$65.00	0.00%	\$0.00	Y	G
Community Rate	\$44.00	\$40.00	\$4.00	\$44.00	0.00%	\$0.00	Y	G
Space Hire – Weekend day rate								
Commercial Rate	\$330.00	\$300.00	\$30.00	\$330.00	0.00%	\$0.00	Y	G
Community Rate	\$250.00	\$227.27	\$22.73	\$250.00	0.00%	\$0.00	Y	G

Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
Fee (excl. GST)	GST	Fee (incl. GST)						
Undercroft – Oxley Room (Training Room)								
Space Hire – Midweek Hourly								
Commercial Rate	\$35.00	\$31.82	\$3.18	\$35.00	0.00%	\$0.00	Y	G
Community Rate	\$25.00	\$22.73	\$2.27	\$25.00	0.00%	\$0.00	Y	G
Space Hire – Midweek day rate								
Commercial Rate	\$220.00	\$200.00	\$20.00	\$220.00	0.00%	\$0.00	Y	G
Community Rate	\$150.00	\$136.36	\$13.64	\$150.00	0.00%	\$0.00	Y	G
Space Hire – Weekend hourly								
Commercial Rate	\$38.00	\$34.55	\$3.45	\$38.00	0.00%	\$0.00	Y	G
Community Rate	\$35.00	\$31.82	\$3.18	\$35.00	0.00%	\$0.00	Y	G
Space Hire – Weekend day rate								
Commercial Rate	\$220.00	\$200.00	\$20.00	\$220.00	0.00%	\$0.00	Y	G
Community Rate	\$180.00	\$163.64	\$16.36	\$180.00	0.00%	\$0.00	Y	G
Foyer Hire Fees – Civic Centre and Undercroft								
Space Hire – hourly (minimum four hours)	\$25.00	\$22.73	\$2.27	\$25.00	0.00%	\$0.00	Y	G
Space Hire – Day Rate	\$110.00	\$100.00	\$10.00	\$110.00	0.00%	\$0.00	Y	G
Package Discounts								
10% discount – space hire bookings of three or more consecutive days	10% discount						Y	G
Camden Civic Centre – Services								
Contractor or Service Charge	Cost + 10%						Y	G
Staffing Services per hour Weekday	\$48.50	\$50.00	\$5.00	\$55.00	13.40%	\$6.50	Y	G
Staffing Services per hour Saturday	\$53.50	\$54.09	\$5.41	\$59.50	11.21%	\$6.00	Y	G

Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				

Camden Civic Centre – Services [continued]

Staffing Services per hour Sunday	\$64.50	\$60.45	\$6.05	\$66.50	3.10%	\$2.00	Y	G
Staffing Services per hour Public Holiday	\$80.50	\$75.45	\$7.55	\$83.00	3.11%	\$2.50	Y	G
Staffing Services – call out of hours	\$80.50	\$75.45	\$7.55	\$83.00	3.11%	\$2.50	Y	G
Catering Delivery within 15km	\$35.00	\$33.18	\$3.32	\$36.50	4.29%	\$1.50	Y	G
Ticket Sale Fee per ticket	\$4.00	\$3.64	\$0.36	\$4.00	0.00%	\$0.00	Y	G
Community Concert Ticket Selling Fee	\$2.60	\$2.45	\$0.25	\$2.70	3.85%	\$0.10	Y	G
Community Concert ticket selling fee applied to events with nominal ticket cost. Conditions apply								
Audio Visual Package Operator (up to 6 hours), lighting and sound	\$600.00	\$545.45	\$54.55	\$600.00	0.00%	\$0.00	Y	G
Fee includes single operator for up to 6 hours Included - standard stage lighting and sound, side projectors. Lighting is established as a preset- lighting configuration changes are not included in this fee. Additional fees apply for additional staff and time. Does not include effect lighting, hazer, or video link. Audio visual equipment MUST be operated by the Centre staff.								
Audio Visual Package Complete – includes operator, sound, lighting effects, video link	\$1,300.00	\$1,181.82	\$118.18	\$1,300.00	0.00%	\$0.00	Y	G
Complete AV package includes standard package with extras: Effect lighting, video link to foyer, gallery and change room facilities, hazer and follow spot. Operator for 6 hours. Additional fees are applied for headsets, additional operators and time. Lighting configuration changes are not included in this fee.								

Camden Civic Centre – Exhibitions and Shows

Fair Admission per person	\$5.00	\$4.55	\$0.45	\$5.00	0.00%	\$0.00	Y	G
Expo and Fair Stall Fees per day per site	\$200.00	\$181.82	\$18.18	\$200.00	0.00%	\$0.00	Y	G
Fee applies to Trestle Table display only - commercial entity.								
Wedding and Bridal Expo per site	\$400.00	\$363.64	\$36.36	\$400.00	0.00%	\$0.00	Y	G
Fee for approximate display size equivalent to 3sqm. Commercial exhibitors only.								

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Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				

Camden Civic Centre – Exhibitions and Shows [continued]

Art exhibition and commissions	At Market Rate (incl GST)						Y	G
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Camden Civic Centre – Equipment Hire

Art Screen Hire – Exhibition Only per screen	\$25.00	\$22.73	\$2.27	\$25.00	0.00%	\$0.00	Y	G
Linen Hire – Large (Tablecloths) each	\$15.00	\$13.64	\$1.36	\$15.00	0.00%	\$0.00	Y	G
Linen Hire – Small (Napkins / tea towels) each	\$2.50	\$2.27	\$0.23	\$2.50	0.00%	\$0.00	Y	G

Camden Civic Centre – Cancellation, Damages and Bonds

Bond – High Risk	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00	0.00%	\$0.00	N	G
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Note:

Bond High Risk applies to high-risk parties such as dance parties on the upper level.
Bond - Medium Risk applies to milestone birthday parties and functions where alcohol is served
Other bookings subject to the Bond - Low Risk

Bonds may be retained to cover damages and cleaning fees where required

Low risk bonds apply to all events unsupervised by Council staff.

Bond – Medium Risk	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00	0.00%	\$0.00	N	G
Bond – Low Risk	\$500.00	\$500.00	\$0.00	\$500.00	0.00%	\$0.00	N	G
Bond – Audio Visual	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00	0.00%	\$0.00	N	G
Bond – Key Provision	\$50.00	\$50.00	\$0.00	\$50.00	0.00%	\$0.00	N	G
Cancellation – Non Refundable Deposit	At 30%						Y	G
Cancellation – Promoter Non Refundable Deposit	\$1,000.00	\$909.09	\$90.91	\$1,000.00	0.00%	\$0.00	Y	G
Damages – damage to rooms, equipment etc.	Cost + 10%						Y	G
Cleaning Fee	Cost + 10%						Y	G
Change of date per date change	\$35.00	\$31.82	\$3.18	\$35.00	0.00%	\$0.00	Y	G

Name	Year 23/24 Fee (incl. GST)	Year 24/25		Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	Fee (incl. GST)				

Camden Civic Centre – Public Holiday Surcharges

Space Hire Public Holiday surcharge – Upper Level					At 30%	Y	G
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Notes:

1. Weekend rates apply from 12pm Friday to Sunday

2. Weekday rates apply from Monday – to 11.59am Friday

3. Off peak rates apply between January and August and prior to 10am year round.

4. The applicable hourly rate will apply to requests for longer booking periods or late to leave guests.

5. Minimum of four hour hire applies to the Civic Centre Auditorium

6. Minimum of two hour hire applies to the Ferguson Gallery

7. Function Space Hire rates require a minimum spend of \$35 / head on catering for events. Minimum spend does not apply to funerals and wakes or room hire in the Undercroft

8. Market rates apply to catered wedding and function packages

9. For larger stall spaces multiple site hire may be applied

10. Ticket sale fees exclude third party processing fees

11. Community rate – Individuals and Not for profit (NFP) entities conducting private functions and/or non-commercial activities. To be eligible for community/NFP fees, you must provide a copy of your Certificate of Incorporation or a ruling from the Australian Tax Office that your group is classified as not-for profit.

12. Commercial rate- applicable to all hirers that do not meet the criteria for Community Rate.

13. Bond High Risk – applies to high risk parties such as dance parties on the upper level. Bond – Medium Risk applies to milestone birthday parties and functions where alcohol is served. Other bookings subject to the Bond Low Risk.

14. Bonds may be retained to cover damages and cleaning fees where required

15. Day rate fees are for 6 hours either AM or PM

16. Low risk bonds only apply to events unsupervised by Council staff

Name	Year 23/24 Fee (incl. GST)	Year 24/25 Fee (excl. GST)	Year 24/25 GST	Year 24/25 Fee (incl. GST)	Increase %	Increase \$	GST	Pricing Code
Photography and Videography Fees								
Alan Baker Art Gallery – Commercial location hire per day (out of hours)	\$565.00	\$513.64	\$51.36	\$565.00	0.00%	\$0.00	Y	G
Alan Baker Art Gallery – Commercial location hire per hour	\$170.00	\$154.55	\$15.45	\$170.00	0.00%	\$0.00	Y	G
Stall Space Hire Fees								
Community Event Stallholder/Vendor Site Fees/Commercial/Food or other for profit	\$50.00	\$46.82	\$4.68	\$51.50	3.00%	\$1.50	Y	
Community Event Stallholder/Vendor Site Fees/Not-for-profit	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	Y	
Cultural Activation Market Stall per event	\$50.00	\$45.45	\$4.55	\$50.00	0.00%	\$0.00	Y	G
Souvenir Sales								
Souvenirs, cards and postcards, general merchandise	Market Rate						Y	G
Art Class and Workshop Fees								
Staff Services per hour - Saturday	\$0.00	\$80.00	\$8.00	\$88.00	-	\$88.00	Y	G
Staff Services per hour - Sunday	\$0.00	\$100.00	\$10.00	\$110.00	-	\$110.00	Y	
Staff Services per hour - Weekday	\$0.00	\$63.64	\$6.36	\$70.00	-	\$70.00	Y	G
Childrens – Single Class	\$15.00	\$14.18	\$1.42	\$15.60	4.00%	\$0.60	Y	G
Childrens – Term Class - 8weeks	\$120.00	\$112.73	\$11.27	\$124.00	3.33%	\$4.00	Y	G
Adults – Single Class	\$25.00	\$23.64	\$2.36	\$26.00	4.00%	\$1.00	Y	G
Adults – Term Class - 8wk - General Program non specialty	\$180.00	\$169.09	\$16.91	\$186.00	3.33%	\$6.00	Y	G
Specialist workshops and classes	Market Rate - cost plus 10%						Y	G
Life Drawing Class (18+ only) - Tutored	\$40.00	\$37.73	\$3.77	\$41.50	3.75%	\$1.50	Y	G
Camden Town Farm								
Cattle Agistment								
Schools charged at 50% of the above agistment fees								
Dry cow, steer or heifer (per week)	\$7.50	\$7.09	\$0.71	\$7.80	4.00%	\$0.30	Y	G

Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				
Cattle Agistment [continued]								
Cow & calf (to 4 months) (per week)	\$8.60	\$8.09	\$0.81	\$8.90	3.49%	\$0.30	Y	G
Cattle Hire per day	\$14.60	\$13.82	\$1.38	\$15.20	4.11%	\$0.60	Y	G
Produce Market								
Stall space without power (per stall per market)	\$13.50	\$12.64	\$1.26	\$13.90	2.96%	\$0.40	Y	G
Stall space with power (per stall per market)	\$20.00	\$19.09	\$1.91	\$21.00	5.00%	\$1.00	Y	G
Regular Function Venue Hire								
Venue: COWA & COWA Paddock only (Toilet block not included)								
Category A – Agricultural, Education & Community (Not for Profit Events)								
Monday – Thursday (per day)	\$120.00	\$112.25	\$11.23	\$123.48	2.90%	\$3.48	Y	G
Sunday (per day)	\$135.00	\$126.36	\$12.64	\$139.00	2.96%	\$4.00	Y	G
Friday and/or Saturday (per day)	\$150.00	\$140.91	\$14.09	\$155.00	3.33%	\$5.00	Y	G
Friday, Saturday & Sunday (3 day Booking)	\$300.00	\$280.64	\$28.06	\$308.70	2.90%	\$8.70	Y	G
Category B – Parties, Celebrations, Ceremonies & Commercial Events								
Monday – Thursday (per day)	\$480.00	\$449.01	\$44.90	\$493.92	2.90%	\$13.92	Y	G
Sunday (per day)	\$600.00	\$561.28	\$56.13	\$617.41	2.90%	\$17.40	Y	G
Friday and/or Saturday (per day)	\$840.00	\$785.78	\$78.58	\$864.35	2.90%	\$24.36	Y	G
Friday, Saturday & Sunday (3 day Booking)	\$1,680.00	\$1,571.56	\$157.16	\$1,728.72	2.90%	\$48.72	Y	G
Category C – Weddings Receptions								
Monday – Thursday (per day)	\$600.00	\$561.28	\$56.13	\$617.41	2.90%	\$17.40	Y	G
Sunday (per day)	\$750.00	\$701.58	\$70.16	\$771.74	2.90%	\$21.74	Y	G
Friday and/or Saturday (per day)	\$1,050.00	\$982.23	\$98.22	\$1,080.46	2.90%	\$30.45	Y	G
Friday, Saturday & Sunday (3 day Booking)	\$2,100.00	\$1,968.18	\$196.82	\$2,165.00	3.10%	\$65.00	Y	G

Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				

Special Event Venue Hire

Category D – Agricultural, Education & Community (Not for Profit Events)

Venue: COWA & COWA Paddock & Barn, Bull & Market Paddocks

Monday – Thursday (per day)	\$180.00	\$169.09	\$16.91	\$186.00	3.33%	\$6.00	Y	G
Sunday (per day)	\$202.50	\$189.43	\$18.94	\$208.37	2.90%	\$5.87	Y	G
Friday and/or Saturday (per day)	\$225.00	\$210.91	\$21.09	\$232.00	3.11%	\$7.00	Y	G
Friday, Saturday & Sunday (3 day Booking)	\$450.00	\$420.95	\$42.10	\$463.05	2.90%	\$13.05	Y	G

Category E – Commercial & Other Events

Venue 2: COWA & COWA Paddock & Barn, Bull & Market Paddocks

Monday – Thursday (per day)	\$720.00	\$673.53	\$67.35	\$740.89	2.90%	\$20.88	Y	G
Sunday (per day)	\$900.00	\$841.91	\$84.19	\$926.10	2.90%	\$26.10	Y	G
Friday and/or Saturday (per day)	\$1,260.00	\$1,181.82	\$118.18	\$1,300.00	3.17%	\$40.00	Y	G
Friday, Saturday & Sunday (3 day Booking)	\$2,520.00	\$2,357.35	\$235.73	\$2,593.08	2.90%	\$73.08	Y	G

Other Venue Hire

Other Paddock hire (per day)	\$125.00	\$117.27	\$11.73	\$129.00	3.20%	\$4.00	Y	G
Other Paddock hire for event parking (per day)	\$375.00	\$350.80	\$35.08	\$385.88	2.90%	\$10.88	Y	G
Filming & Photography location and site hire (per day)	\$625.00	\$584.67	\$58.47	\$643.13	2.90%	\$18.13	Y	G
Photography Location (subject to site availability)	\$180.00	\$169.09	\$16.91	\$186.00	3.33%	\$6.00	Y	G

Bonds and Security Deposits Refundable

Note: Hirers are responsible for all costs for damage and/or loss above & beyond the value of the Bond

GST is payable on portion of bond that is retained

Bond/Security Deposit – Low Risk (Determined by Committee)	\$550.00	\$566.00	\$0.00	\$566.00	2.91%	\$16.00	N	G
Bond/Security Deposit – High Risk (Determined by Committee)	\$1,100.00	\$1,135.00	\$0.00	\$1,135.00	3.18%	\$35.00	N	G

Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				

Fixed Charges

Small groups up to 20 people – Casual hire for activities (e.g. Yoga per person)	\$3.60	\$3.36	\$0.34	\$3.70	2.78%	\$0.10	Y	G
Onsite Bins (5)	\$80.00	\$75.00	\$7.50	\$82.50	3.13%	\$2.50	Y	G
Waste removal (as required)	\$38.00	\$35.55	\$3.56	\$39.11	2.92%	\$1.10	Y	G
Cleaning per area/open pavilion (as required)	\$245.00	\$229.19	\$22.92	\$252.11	2.90%	\$7.10	Y	G
Onsite Toilet Cleaning (as required)	\$108.00	\$101.03	\$10.10	\$111.13	2.90%	\$3.13	Y	G
Lost Key Charge	\$55.00	\$57.00	\$0.00	\$57.00	3.64%	\$2.00	N	G
Onsite Security (High Risk Events as defined by committee)	\$565.00	\$528.54	\$52.85	\$581.39	2.90%	\$16.39	Y	G
Community Gardens use (Access and/or Photos)	\$80.00	\$75.00	\$7.50	\$82.50	3.13%	\$2.50	Y	G
Agricultural Storage (per m2/per month)	\$2.00	\$1.91	\$0.19	\$2.10	5.00%	\$0.10	Y	G
Hay Sales					Market Rate		Y	G
COWA Toilet block hire & cleaning (CAT A & D hires only)	\$52.00	\$48.64	\$4.86	\$53.50	2.88%	\$1.50	Y	G

Bicentennial Park Hire Fees

Arena & Grounds Hire (per day)

Exclusive use of Park, incl. facilities and equipment, but excl. clubhouses	\$1,375.00	\$1,286.36	\$128.64	\$1,415.00	2.91%	\$40.00	Y	G
Arena Hire – Main/Multi use and/or Entertainment/Circus arena	\$430.00	\$402.73	\$40.27	\$443.00	3.02%	\$13.00	Y	G
Arena Hire (Campdraft/Rodeo, Polocrosse, Dressage, Pony Club, special purpose arenas, XC no jumps & parking)	\$355.00	\$332.73	\$33.27	\$366.00	3.10%	\$11.00	Y	G
Cross Country Course (including use of XC jumps)	\$715.00	\$669.09	\$66.91	\$736.00	2.94%	\$21.00	Y	G
Lynn Farm/Hill Area	\$825.00	\$771.82	\$77.18	\$849.00	2.91%	\$24.00	Y	G
Photography location per 2 hours	\$185.00	\$173.64	\$17.36	\$191.00	3.24%	\$6.00	Y	G
Filming Location per day in addition to site hire	\$630.00	\$590.00	\$59.00	\$649.00	3.02%	\$19.00	Y	G
Participant prior/ post events days (plus camping fees)	\$70.00	\$65.91	\$6.59	\$72.50	3.57%	\$2.50	Y	G

Building Hire

Clubhouse (main or southern) with ground hire (equestrian event)	\$220.00	\$206.36	\$20.64	\$227.00	3.18%	\$7.00	Y	G
Clubhouse (main or southern) separate function hire	\$445.00	\$416.36	\$41.64	\$458.00	2.92%	\$13.00	Y	G
Clubhouse (pony club) with ground hire	\$120.00	\$112.73	\$11.27	\$124.00	3.33%	\$4.00	Y	G

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Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				
Building Hire [continued]								
Clubhouse (pony club)/Northern Open Pavilion separate function hire	\$240.00	\$224.55	\$22.45	\$247.00	2.92%	\$7.00	Y	G
Clubhouse (main or southern) meetings and seminars (per hour, min 4 hrs.)	\$33.00	\$30.91	\$3.09	\$34.00	3.03%	\$1.00	Y	G
Clubhouse (pony club) meetings & seminars (per hr, min 4 hrs.)	\$16.50	\$15.44	\$1.54	\$16.98	2.91%	\$0.47	Y	G
Equestrian Fees								
Horse Fee – Event – per day	\$2.80	\$2.64	\$0.26	\$2.90	3.57%	\$0.10	Y	G
Horse Yard (Steel) – per day	\$5.00	\$4.73	\$0.47	\$5.20	4.00%	\$0.20	Y	G
Camping Fees								
Camping per site – unpowered	\$16.75	\$15.67	\$1.57	\$17.24	2.93%	\$0.49	Y	G
Camping per site – powered	\$28.00	\$26.36	\$2.64	\$29.00	3.57%	\$1.00	Y	G
Recreational Riding								
Adult (per annum)	\$120.00	\$112.73	\$11.27	\$124.00	3.33%	\$4.00	Y	G
Child < 17 years (per annum)	\$60.00	\$56.36	\$5.64	\$62.00	3.33%	\$2.00	Y	G
Family rate – 2 adults & 2 children (per annum)	\$300.00	\$280.91	\$28.09	\$309.00	3.00%	\$9.00	Y	G
Adult – (casual daily rate)	\$12.50	\$11.69	\$1.17	\$12.86	2.88%	\$0.36	Y	G
Child < 17 years (casual daily rate)	\$6.25	\$5.84	\$0.58	\$6.43	2.88%	\$0.18	Y	G
Family – 2 adults and 2 children (casual daily rate)	\$31.25	\$29.23	\$2.92	\$32.16	2.91%	\$0.91	Y	G
Fixed Charges – All Users								
Arena Lighting (per hour)	\$35.50	\$33.64	\$3.36	\$37.00	4.23%	\$1.50	Y	G
Onsite Bins (10)	\$160.01	\$149.68	\$14.97	\$164.65	2.90%	\$4.64	Y	G
Cleaning fee per arena/open pavilion/club house/toilets	\$265.00	\$248.18	\$24.82	\$273.00	3.02%	\$8.00	Y	G
Cleaning horse yard	\$33.00	\$30.91	\$3.09	\$34.00	3.03%	\$1.00	Y	G
Waste removal per 50 – 60L bag	\$45.00	\$42.27	\$4.23	\$46.50	3.33%	\$1.50	Y	G
Key/s deposit – Refundable	\$52.00	\$54.00	\$0.00	\$54.00	3.85%	\$2.00	N	G
PA system/BBQ and gas (per item) with other hire	\$66.00	\$61.82	\$6.18	\$68.00	3.03%	\$2.00	Y	G

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Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				

Fixed Charges – All Users [continued]

Fill water jump	\$163.00	\$152.73	\$15.27	\$168.00	3.07%	\$5.00	Y	G
Electricity Usage Charges (actuals + 10% service fee) (read before and after event)					Actual Cost plus 10%		Y	G

Annual Charges – User Groups

Cobbitty Pony Club (2 events per month including related store and club house use)	\$1,620.00	\$1,518.18	\$151.82	\$1,670.00	3.09%	\$50.00	Y	G
Camden Show	\$7,110.00	\$6,654.55	\$665.45	\$7,320.00	2.95%	\$210.00	Y	G

Bonds

GST applies to any portion of the bond retained.

Building and Arena Hire – per facility – Low risk (maximum \$1,000)	\$550.00	\$565.95	\$0.00	\$565.95	2.90%	\$15.95	N	G
Building and Arena Hire – per facility – High Risk (Maximum \$2,000)	\$1,100.00	\$1,135.00	\$0.00	\$1,135.00	3.18%	\$35.00	N	G

Name	Year 23/24	Year 24/25			Increase	Increase	GST	Pricing Code
	Fee (incl. GST)	Fee (excl. GST)	GST	Fee (incl. GST)	%	\$		

Notes:

1. All (non casual) hirers must hold current public liability risk insurance to a minimum value of \$20 million.
1. Exclusive use of the Park applies to the use of three (3) or more of the available arenas, viz, Campdraft/Rodeo, Multi-use, Polocrosse, Pony Club, Dressage, Special Purpose or Cross Country Course.
2. Ground (g) fees include land area together with any associated open pavilions and toilets/ showers, but do not include the hire of the clubhouse. One additional free day per event is allowed for setting up and/ or removal of temporary facilities and equipment only.
4. Ground hire, building hire and horse fees are reduced by 50% for the 2nd and subsequent days in the one event, excluding the entertainment (circus) arena). This reduction is on the basis that the hirer accepts full responsibility for site and building routine maintenance, cleaning and removal for the period of hire.
5. Payment of fees and bond by all groups based on proposed usage, estimate horses numbers & camp sites, to be made 7 days before the event. An adjustment (credit or debit) for the actual numbers to be settled by advice from the hirer within 21 days of event. Nil return within 21 days will result in charges of the proposed usage plus 10%.
6. The BEP trusts & encourages hirers to provide accurate horse & camper numbers. The BEP will undertake spot random counts at events of horse & camper numbers. Where there is a discrepancy of more than 10% above the Hirers count fees will be charged at the BEP count plus 10%
7. The ground, clubhouse, toilets/ showers and other facilities hired must be left clean and tidy with all rubbish removed, otherwise the cleaning and waste removal charges shall apply.
8. The cost of cleaning and repairing damage to the grounds and improvements will be deducted from the bond before making the refund. The cleaning charges and the reasonable cost of repairing any damage in excess of the value of the bond shall be paid by the hirer.
9. All hirers must be 18yrs or above.
10. Safe Party Forms are required if alcohol will be present at the function. These are obtained from Camden Police Station at Narellan.
11. For 18th or 21st birthday parties at least one security guard is required.
12. Buildings, toilets and adjacent grounds are to be vacated by 12.30 am and left clean and tidy with all rubbish removed from the site. The hirer is responsible for ensuring that all guests behave responsibly and depart the facility quietly and are considerate of surrounding residents. All lights are to be turned off and buildings and gates locked.
13. Premier Groups/ users refers includes ONLY the following: The Camden Show Society, Sydney Polocrosse Club, Cobbitty Pony Club, County of Cumberland Campdrafting Club, Eventing Equestriad Australia (Eventing).
14. Premier User Groups, & schools & charitable not for profit organisations attract a 50% discount on those line items specified.

Name	Year 23/24	Year 24/25			Increase		GST	Pricing Code
	Fee (incl. GST)	Fee (excl. GST)	GST	Fee (incl. GST)	%	Increase \$		

Economy & Place

Business Events

Workshop Ticket	Tickets range from \$10 to \$120 per person. Min. Fee excl. GST: \$9.09					Y	A
Networking Event Ticket	Tickets range from \$10 to \$50 per person. Min. Fee excl. GST: \$9.09					Y	A
Formal Event Ticket	Tickets range from \$50 to \$150 per person. Min. Fee excl. GST: \$45.45					Y	A

Name	Year 23/24		Year 24/25		Increase %	Increase \$	GST	Pricing Code
	Fee (incl. GST)	Fee (excl. GST)	GST	Fee (incl. GST)				

Public Road Activity, Restoration & Private Works

Public Road Activity

Failure To Lodge Application Fee *Applies to work conducted without Council permit/consent in place. Covers the cost of investigative and administrative work required for restoration of Council's assets.	\$0.00	\$540.00	\$0.0	\$540.00	-	\$540.00	N	G
Site Establishment cost	Price on Application						N	G
All Establishment Costs associated with items such as Traffic and Pedestrian Management, service location and Dial Before You Dig, environmental measures, temporary works to make site safe, significant earthworks or topsoil and assessing or obtaining Road Occupancy Licences will be charged at cost in addition to the nominated Fees and Charges. Applies to all works.								
Cancellation Fee	\$90.50	\$93.50	\$0.00	\$93.50	3.31%	\$3.00	N	A
Note: Application fees will not be refunded where assessment has been completed or approval issued. An administration fee will apply for cancellations where an assessment has been partially completed								
(i) Driveway Crossings – Non Standard Driveway	\$490.00	\$505.00	\$0.00	\$505.00	3.06%	\$15.00	N	G
Note: Includes 1st inspection – additional charges apply for re-inspections. If multiple driveways are proposed, additional inspection fee for each additional driveway is added to application fee. Refunded fee for partial assessment is based on cost of works undertaken to date								
(ii) Driveway Crossings – Standard Driveway	\$368.00	\$379.00	\$0.00	\$379.00	2.99%	\$11.00	N	G
Note: Includes 1st inspection – additional charges apply for re-inspections see (iv)								
(iii) Driveway Crossings – Commercial / Industrial	\$639.00	\$658.00	\$0.00	\$658.00	2.97%	\$19.00	N	G
Note: Includes 1st inspection – additional charges apply for re-inspections								
(iv) Additional Formwork/Final Inspections/Reinspection	\$171.00	\$176.00	\$0.00	\$176.00	2.92%	\$5.00	N	G
(v) Reissuing of Unexpired Vehicular Footpath Crossing Levels and Specification	\$50.50	\$52.00	\$0.00	\$52.00	2.97%	\$1.50	N	G
(vi) Vehicular Gutter Crossing	\$245.00	\$253.00	\$0.00	\$253.00	3.27%	\$8.00	N	G
(vii) Street Alignment Levels	\$198.00	\$204.00	\$0.00	\$204.00	3.03%	\$6.00	N	G
(viii) Road Opening Permit (Public utility and new service connections)	\$158.00	\$242.00	\$0.00	\$242.00	53.16%	\$84.00	N	G
Note: For connections associated with new building work, 1 Permit per dwelling/ building is applicable)								
Non-standard Road Opening Permit	\$463.00	\$477.00	\$0.00	\$477.00	3.02%	\$14.00	N	G

Public Infrastructure Damage Inspection Fee

(a) In ground pool	\$235.00	\$242.00	\$0.00	\$242.00	2.98%	\$7.00	N	A
(b) Dwelling additions (> \$50,000)	\$235.00	\$242.00	\$0.00	\$242.00	2.98%	\$7.00	N	A

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Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				

Public Infrastructure Damage Inspection Fee [continued]

(c) Dwellings	\$309.00	\$318.00	\$0.00	\$318.00	2.91%	\$9.00	N	A
(d) Commercial/Industrial (new work – excluding shop fit out)	\$309.00	\$318.00	\$0.00	\$318.00	2.91%	\$9.00	N	A

Road Restoration Fees

Site Establishment Fee	Price on Application		N	G
	Min. Fee excl. GST: \$615.00			
All Establishment Costs associated with items such as Traffic and Pedestrian Management, service location and Dial Before You Dig, environmental measures, temporary works to make site safe, significant earthworks or topsoil and assessing or obtaining Road Occupancy Licences will be charged at cost in addition to the nominated Fees and Charges. Applies to all works.				

Roads (per sqm)

Asphaltic concrete (AC) road surfaces greater than 100mm thickness	Price on Application						N	G
DGB20 – Heavy duty unsealed shoulder 200mm thickness	Price on Application						N	G
DGB 20 / unsealed shoulder 100mm thickness	Price on Application						N	G

Asphaltic concrete 100mm thickness

Areas to 5m2 (per sqm)	\$411.00	\$453.00	\$0.00	\$453.00	10.22%	\$42.00	N	G
Areas 5m2 to 10m2 (per sqm)	\$389.00	\$428.00	\$0.00	\$428.00	10.03%	\$39.00	N	G
Areas 10m2 to 20m2	\$336.00	\$370.00	\$0.00	\$370.00	10.12%	\$34.00	N	G
Areas above 20m2	\$325.00	\$358.00	\$0.00	\$358.00	10.15%	\$33.00	N	G

Medium/light duty asphaltic concrete 50mm thickness

Areas to 5m2 (Per sqm)	\$315.00	\$347.00	\$0.00	\$347.00	10.16%	\$32.00	N	G
Areas 5m2 – 10m2	\$293.00	\$323.00	\$0.00	\$323.00	10.24%	\$30.00	N	G
Areas 10m2 to 20m2 (per sqm)	\$262.00	\$289.00	\$0.00	\$289.00	10.31%	\$27.00	N	G
Areas above 20m2 (per sqm)	\$250.00	\$275.00	\$0.00	\$275.00	10.00%	\$25.00	N	G

Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				

Footpaths (per sqm)

Standard Brick or concrete pavers on a 50mm thickness on a granula sub-base

Areas to 5m2 (per sqm)	\$347.00	\$382.00	\$0.00	\$382.00	10.09%	\$35.00	N	G
Areas 5m2 – 10m2 (per sqm)	\$304.00	\$335.00	\$0.00	\$335.00	10.20%	\$31.00	N	G
Areas 10m2 to 20m2 (per sqm)	\$283.00	\$312.00	\$0.00	\$312.00	10.25%	\$29.00	N	G
Areas above 20m2 (per sqm)	\$272.00	\$300.00	\$0.00	\$300.00	10.29%	\$28.00	N	G

Town Centre paving on 100mm steel reinforced sub base to Town Centre specifications per m2

Areas to 5m2 (per sqm)	\$788.00	\$867.00	\$0.00	\$867.00	10.03%	\$79.00	N	G
Areas 5m2 – 10m2 (per sqm)	\$724.00	\$797.00	\$0.00	\$797.00	10.08%	\$73.00	N	G
Areas 10m2 to 20m2 (per sqm)	\$671.00	\$739.00	\$0.00	\$739.00	10.13%	\$68.00	N	G
Areas above 20m2	\$617.00	\$679.00	\$0.00	\$679.00	10.05%	\$62.00	N	G

Concrete Footpath 100mm thick Steel Reinforced

Areas to 5m2 (per sqm)	\$405.00	\$446.00	\$0.00	\$446.00	10.12%	\$41.00	N	G
Areas 5m2 – 10m2 (per sqm)	\$325.00	\$358.00	\$0.00	\$358.00	10.15%	\$33.00	N	G
Areas 10m2 to 20m2 (per sqm)	\$304.00	\$335.00	\$0.00	\$335.00	10.20%	\$31.00	N	G
Areas above 20m2 (per sqm)	\$272.00	\$300.00	\$0.00	\$300.00	10.29%	\$28.00	N	G

Topsoil up to 150mm thickness & Grass per m2

Areas 0m2 – 20m2	\$139.00	\$144.00	\$0.00	\$144.00	3.60%	\$5.00	N	G
Areas above 20m2	\$134.00	\$138.00	\$0.00	\$138.00	2.99%	\$4.00	N	G

Driveways (per sqm) based on minimum of 10m2

Light Duty 125mm	\$405.00	\$446.00	\$0.00	\$446.00	10.12%	\$41.00	N	G
Heavy duty 175mm	\$485.00	\$534.00	\$0.00	\$534.00	10.10%	\$49.00	N	G
Driveway Pavers on 100mm concrete steel reinforced base					Price on Application		N	G

Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				

Kerb and Gutter Restoration Fees (per Linear Metre)

Site Establishment Fee						Price on Application	N	G
						Min. Fee excl. GST: \$615.00		
All Establishment Costs associated with items such as Traffic and Pedestrian Management, service location and Dial Before You Dig, environmental measures, temporary works to make site safe, significant earthworks or topsoil and assessing or obtaining Road Occupancy Licences will be charged at cost in addition to the nominated Fees and Charges. Applies to all works.								
Laybacks (Residential) based on minimum 5.6m (excludes saw cutting and asphalt reinstatement)	\$379.00	\$417.00	\$0.00	\$417.00	10.03%	\$38.00	N	G
Laybacks (Industrial) based on minimum 7m (excludes saw cutting and asphalt reinstatement)	\$428.00	\$471.00	\$0.00	\$471.00	10.05%	\$43.00	N	G
Kerb & Gutter based on Minimum 10m (excludes saw cutting and asphalt reinstatement)	\$428.00	\$471.00	\$0.00	\$471.00	10.05%	\$43.00	N	G
Asphalt reinstatement along length of layback (min 4.1 metres)	\$107.00	\$118.00	\$0.00	\$118.00	10.28%	\$11.00	N	G
Kerb only – concrete based on minimum 10m (excludes saw cutting and asphalt reinstatement)	\$240.00	\$264.00	\$0.00	\$264.00	10.00%	\$24.00	N	G
Concrete dish crossing based on minimum 10m (excludes saw cutting and asphalt reinstatement)	\$411.00	\$453.00	\$0.00	\$453.00	10.22%	\$42.00	N	G
Lintel for Concrete Pit based on 1.8m (excludes saw cutting and asphalt reinstatement)						Price on Application	N	G
Kerb outlet	\$161.00	\$314.00	\$0.00	\$314.00	95.03%	\$153.00	N	G
Sawcutting						Price on Application	N	G

Erection of Barricades

(a) Barricades/Parra webbing erected during working hours (Cost per hour)

Barricades/Parra Fee	Price on Application						N	G
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(b) Barricades erected outside working hours (Cost per hour)

Barricades Fee	Price on Application						N	G
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(c) Daily Charge for the hire of the following equipment

(i) Barricade Lights – each per day	\$4.80	\$5.00	\$0.00	\$5.00	4.17%	\$0.20	N	G
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Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				

(c) Daily Charge for the hire of the following equipment [continued]

(ii) Barricades – each per day	\$7.20	\$7.50	\$0.00	\$7.50	4.17%	\$0.30	N	G
(iii) Standard Signs – each per day	\$14.00	\$14.60	\$0.00	\$14.60	4.29%	\$0.60	N	G
(iv) Star Pickets – each per day	\$3.10	\$3.20	\$0.00	\$3.20	3.23%	\$0.10	N	G
(v) Barrier Mesh – per metre per day	\$2.50	\$2.60	\$0.00	\$2.60	4.00%	\$0.10	N	G
(vi) Cones – each per day	\$3.70	\$3.90	\$0.00	\$3.90	5.41%	\$0.20	N	G

Directional Signs

Sign only installed

Sign blade of a sign with white font on blue or brown background	\$209.00	\$372.73	\$37.27	\$410.00	96.17%	\$201.00	Y	G
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Sign & Post Installed

Sign blade and post consisting of a sign with white font on blue or brown background on a Galvanised pole	\$341.00	\$551.82	\$55.18	\$607.00	78.01%	\$266.00	Y	G
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Sign & Powder Coated Post installed

Sign blade and post consisting of a sign with white font on blue or brown background on a Powder Coated pole	\$379.00	\$589.09	\$58.91	\$648.00	70.98%	\$269.00	Y	G
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Name	Year 23/24	Year 24/25			Increase	Increase	GST	Pricing Code
	Fee (incl. GST)	Fee (excl. GST)	GST	Fee (incl. GST)	%	\$		

Private Works, Section 67 Local Govt. Act, 1993

1. Council will undertake private works on the basis that all costs, including the recovery of labour (see below) and plant are covered, plus a 15% margin.
2. The person requesting the work is to be informed in writing beforehand that the quotation is given based on current costs and therefore the price stated therein may be subject to adjustment related to the actual costs applicable at the date of execution of the work.
3. Labour Costs and Overheads to be calculated as follows:
(Wage Rate x No. of Hours Work) + 30% Wage On-Costs + 15% Margin + 10% GST
Note: Excludes any Plant usage costs.
4. Special Note: Council reserves the right to fix fees for special projects where such are not necessarily included in the above.
5. Public authorities will be required to reimburse Council in full for fees provided above for Council's costs incurred in dealing with the application.
6. All proposed works to be assessed by Civil Construction and Maintenance Officer and are only available in conjunction with closely associated works undertaken by Council

Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				

Open Space & Sustainability

Sustainability (Miscellaneous)

Security Deposit (Refundable)	\$125.00	\$125.00	\$0.00	\$125.00	0.00%	\$0.00	N	G
For loan items including the portable water stations								

Electric Vehicle Charger Usage Fee

Electric Vehicle Charger Usage Fee	\$0.30c/kWh + credit card charges for the first 2 hours, then \$2.00 for each 15 minutes in excess of 2 hours						Y	G
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Tree Removal/Pruning – Development Applications & Permits

Note: Pensioner card must be presented for pensioner discounted fees.

Note: an additional fee is required for those applications that are required to be notified to adjoining neighbours. Refer to Public Notification/Advertising section, part (v).

Note: For advice regarding the refund of application fees, please refer to the "Refunds Section".

(i) Tree removal Development Application/Permit Assessment Fee for number of trees (CI 250 EPAR 2000)

1-10 trees	\$145.00	\$145.00	\$0.00	\$145.00	0.00%	\$0.00	N	F
11+ trees	\$285.00	\$285.00	\$0.00	\$285.00	0.00%	\$0.00	N	F

Pensioner Discount

1-10 trees	\$75.00	\$75.00	\$0.00	\$75.00	0.00%	\$0.00	N	F
11+ trees	\$145.00	\$145.00	\$0.00	\$145.00	0.00%	\$0.00	N	F

(ii) Tree Pruning Development Application/Permit Assessment Fee for number of Trees

1-10 trees	\$75.00	\$75.00	\$0.00	\$75.00	0.00%	\$0.00	N	F
11+ trees	\$145.00	\$145.00	\$0.00	\$145.00	0.00%	\$0.00	N	F

Pensioner Discount

1-10 trees	\$35.00	\$35.00	\$0.00	\$35.00	0.00%	\$0.00	N	F
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Name	Year 23/24 Fee (incl. GST)	Year 24/25			Increase %	Increase \$	GST	Pricing Code
		Fee (excl. GST)	GST	Fee (incl. GST)				
Pensioner Discount [continued]								
11+ trees	\$75.00	\$75.00	\$0.00	\$75.00	0.00%	\$0.00	N	F
(iii) Pre-DA/Permit site inspection of trees and vegetation								
1-10 trees	\$75.00	\$75.00	\$0.00	\$75.00	0.00%	\$0.00	N	F
11+ trees	\$145.00	\$145.00	\$0.00	\$145.00	0.00%	\$0.00	N	F
Pensioner Discount								
1-10 trees	\$35.00	\$35.00	\$0.00	\$35.00	0.00%	\$0.00	N	F
11+ trees	\$75.00	\$75.00	\$0.00	\$75.00	0.00%	\$0.00	N	F
Tree Planting								
Commercial (non-subdivision) Landscape Inspections (hourly rate, minimum of hour)	\$180.00	\$180.00	\$0.00	\$180.00	0.00%	\$0.00	N	F
Commercial offset replacement tree planting (per Tree, no GST)	\$750.00	\$750.00	\$0.00	\$750.00	0.00%	\$0.00	N	F
Commercial replacement tree when required due to construction, or other reason (per Tree, no GST)	\$750.00	\$750.00	\$0.00	\$750.00	0.00%	\$0.00	N	F
Tree planted on public land to offset loss on private land (per Tree, no GST)	\$375.00	\$375.00	\$0.00	\$375.00	0.00%	\$0.00	N	F
Replacement tree when required due to construction, vehicular crossing or other reason (per Tree, no GST)	\$375.00	\$375.00	\$0.00	\$375.00	0.00%	\$0.00	N	F

DRAFT CAPITAL WORKS PROGRAM

2024/25 – 2027/28

Disclaimer

The information contained in this document provides a general overview on the long-term financial position of Camden Council. Council reserves the right to make changes to this Plan accordingly.



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Draft Capital Works Program Summary					
Local Service	2024/25	2025/26	2026/27	2027/28	Total
	\$	\$	\$	\$	\$
General Fund & Reserve Funded Programs					
Transport Infrastructure	5,141,775	5,229,400	6,409,700	7,438,500	24,219,375
Stormwater Infrastructure	51,600	52,500	52,500	55,800	212,400
Parks & Playgrounds	1,592,000	843,000	904,000	331,000	3,670,000
Community Support Services & Facilities	14,627,174	10,263,800	1,280,800	287,900	26,459,674
Corporate Buildings	-	-	27,300,000	29,300,000	56,600,000
Total General Fund & Reserve Funded Programs	21,412,549	16,388,700	35,947,000	37,413,200	111,161,449
Grant Funded Programs					
Transport Infrastructure	34,175,252	39,916,072	6,941,810	7,194,314	88,227,448
Parks & Playgrounds	27,596,223	37,774,776	3,000,000	-	68,370,999
Community Support Services & Facilities	9,313,488	6,047,366	2,300,000	-	17,660,854
Total Grant Funded Program	71,084,963	83,738,214	12,241,810	7,194,314	174,259,301
Section 7.11 Program					
Transport Infrastructure	40,414,808	49,034,764	50,351,325	69,080,148	208,881,045
Stormwater Infrastructure	568,609	1,464,788	318,100	327,300	2,678,797
Parks & Playgrounds	28,828,490	39,883,154	40,896,069	39,231,837	148,839,550
Total Section 7.11 Program	69,811,907	90,382,706	91,565,494	108,639,285	360,399,392

Draft Capital Works Program Summary					
Local Service	2024/25	2025/26	2026/27	2027/28	Total
	\$	\$	\$	\$	\$
Voluntary Planning Agreements and Section 80A Dedications					
Transport Infrastructure	64,576,000	46,253,000	28,853,000	31,485,000	171,167,000
Stormwater Infrastructure	33,560,000	15,911,000	16,190,000	13,654,000	79,315,000
Parks & Playgrounds	10,848,000	78,127,000	1,876,000	1,401,000	92,252,000
Total Voluntary Planning Agreements and Section 80A Dedications	108,984,000	140,291,000	46,919,000	46,540,000	342,734,000
Total Capital Works Program					
	271,293,419	330,800,620	186,673,304	199,786,799	988,554,142

Draft Capital Works Program						
Local Service - Works Description	Location	2024/25	2025/26	2026/27	2027/28	Total
		\$	\$	\$	\$	\$
General Fund & Reserve Funded Programs						
Transport Infrastructure						
Roads Reconstruction Program	City Wide	-	2,480,000	2,530,000	2,560,000	7,570,000
Rural Road Reseals Program	City Wide	-	483,000	495,000	510,000	1,488,000
Footpath Renewal & Replacement	City Wide	-	631,400	646,700	662,500	1,940,600
Bridge Renewals and Assessments	City Wide	-	220,000	230,000	240,000	690,000
New Footpaths - General (Footpath Construction Program)	City Wide	-	390,000	400,000	410,000	1,200,000
Kerb & Gutter Renewal & Replacement	City Wide	-	192,000	196,000	200,000	588,000
LGA Guardrail Replacement Program	City Wide	-	34,000	35,000	36,000	105,000
Transport Renewal Program	City Wide	375,000	799,000	1,877,000	2,820,000	5,871,000
CSP3 - Hostile Vehicle Mitigation Works for Events	City Wide	465,975	-	-	-	465,975
Waterworth Drive	Mount Annan	35,300	-	-	-	35,300
Cawdor Road	Camden	10,400	-	-	-	10,400
Smalls Road	Grasmere	64,614	-	-	-	64,614
Lerida Avenue	Camden	87,560	-	-	-	87,560
Werombi Road (Smalls to Carrington)	Camden	182,000	-	-	-	182,000
Main Street	Camden	798,700	-	-	-	798,700
Richardson Road	Narellan	234,500	-	-	-	234,500
Carpark Renewals	City Wide	100,000	-	-	-	100,000
Crash Barrier Renewals	City Wide	33,000	-	-	-	33,000
Bridges & Major Culverts Renewal Program Stage 1	City Wide	210,000	-	-	-	210,000
Footpath Renewal Program - Stage 1	City Wide	700,000	-	-	-	700,000
Rejuvenation Program	City Wide	80,000	-	-	-	80,000
Preventative Heavy Patching	City Wide	100,000	-	-	-	100,000
Crack Sealing Program	City Wide	80,000	-	-	-	80,000
Footpath Slicing Program	City Wide	40,000	-	-	-	40,000
Kerb & Gutter Renewal Program - Stage 1	City Wide	300,000	-	-	-	300,000
Cobbitty Road Reconstruction - Bridge to Village Stage 2	Cobbitty	600,000	-	-	-	600,000
Macarthur Rd Kerb improvements and pavement reconstruction - bends to Bypass	Elderslie	324,726	-	-	-	324,726

Draft Capital Works Program						
Local Service - Works Description	Location	2024/25	2025/26	2026/27	2027/28	Total
		\$	\$	\$	\$	\$
General Fund & Reserve Funded Programs						
Transport Infrastructure						
Broughton / Menangle Road, Camden - Retaining wall Improvements	Camden	320,000	-	-	-	320,000
Sub Total - Transport Infrastructure		5,141,775	5,229,400	6,409,700	7,438,500	24,219,375
Stormwater Infrastructure						
Drainage Pipes / Pits Renewal & Replacement	City Wide	51,600	52,500	52,500	55,800	212,400
Sub Total - Stormwater Infrastructure		51,600	52,500	52,500	55,800	212,400
Parks & Playgrounds						
Annual Playground Renewal and Upgrade Program	City Wide	112,000	116,000	120,000	125,000	473,000
Annual Parks & Gardens Embellishment	City Wide	50,000	52,000	54,000	56,000	212,000
Open Space Renewal Works	City Wide	150,000	150,000	150,000	150,000	600,000
Hilder Reserve Sportsfield - Construction	Elderslie	450,000	-	-	-	450,000
Open Space Minor Projects Renewal - CIRP ^(Note1)	City Wide	70,000	75,000	75,000	-	220,000
Playgrounds Minor Projects Renewal - CIRP	City Wide	100,000	100,000	75,000	-	275,000
Kirkham Park Renewal (Play Equipment and Embellishment) - CIRP	Elderslie	225,000	-	-	-	225,000
Onslow Park Renewal (Play Equipment and Embellishment) - CIRP	Camden	230,000	-	-	-	230,000
Macarthur Park Renewal (Retaining Wall & Repairs) - CIRP	Camden	160,000	-	-	-	160,000
Rossmore Reserve Renewal (Play Equipment and Embellishment) - CIRP	Rossmore	-	125,000	-	-	125,000
Banks Reserve Renewal (Play Equipment and Embellishment) - CIRP	Camden South	-	125,000	-	-	125,000
French & Outram Reserves Renewal (Retaining Wall & Repairs) - CIRP	Currans Hill	-	100,000	-	-	100,000
Elizabeth Macarthur Reserve Renewal (Play Equipment and Embellishment) - CIRP	Camden South	-	-	125,000	-	125,000
Don Moon Memorial Reserve Renewal (Play Equipment and Embellishment) - CIRP	Camden	-	-	125,000	-	125,000
Nott Oval Renewal (Tennis Court Repairs, Drainage Improvements & Replacement of Park Furniture) - CIRP	Narellan	-	-	60,000	-	60,000
Nott Oval Renewal (Retaining Wall & Repairs) - CIRP	Narellan	-	-	120,000	-	120,000
Jack Nash Reserve - CIRP	Currans Hill	45,000	-	-	-	45,000
Sub Total - Parks & Playgrounds		1,592,000	843,000	904,000	331,000	3,670,000

Draft Capital Works Program						
Local Service - Works Description	Location	2024/25	2025/26	2026/27	2027/28	Total
		\$	\$	\$	\$	\$
General Fund & Reserve Funded Programs						
Community Support Services & Facilities						
Buildings Renewal Program	City Wide	200,000	200,000	200,000	200,000	800,000
Buildings Minor Projects Renewal - CIRP	City Wide	150,000	150,000	150,000	-	450,000
Cricket Wicket Surfacing Renewal - CIRP	City Wide	30,000	30,000	30,000	-	90,000
Tennis & Multi-Use Court Renewal - CIRP	City Wide	50,000	50,000	40,000	-	140,000
Sportsfield Lighting Renewal - CIRP	City Wide	50,000	50,000	25,000	-	125,000
Macaria Art Gallery Renewal (Replacement of Roof Covering) - CIRP	Camden	-	-	350,000	-	350,000
Camden Sports Club Renewal (Major Maintenance) - CIRP	Camden	60,000	400,000	-	-	460,000
Mount Annan Leisure Centre Renewal (Major Maintenance) - CIRP	Mount Annan	-	450,000	-	-	450,000
Camden Cemetery - Masterplan Works	Camden	500,000	1,400,000	400,000	-	2,300,000
Mount Annan Leisure Centre - Renewal	Mount Annan	81,800	83,800	85,800	87,900	339,300
CSP3 - New Amenities Building for Hockey (Note 2)	Narellan	500,000	3,450,000	-	-	3,950,000
CSP3 - Harrington Park Reserve Facility Upgrade	Harrington Park	4,141,315	-	-	-	4,141,315
SGS (CSP3): Belgenny Reserve Master Plan, Investigation, Sports Field Design and Construction (Note 3)	Camden	400,000	-	-	-	400,000
SGS (CSP3): Onslow Reserve: Sports Field Refurbishment	Camden	1,000,000	-	-	-	1,000,000
SGS (CSP3): Cowpasture Reserve Softball: Seating	Camden	1,300,000	-	-	-	1,300,000
SGS (CSP3): Birriwa Reserve Football/Cricket : Sports Field Construction	Mount Annan	140,000	-	-	-	140,000
SGS (CSP3): Fairfax Reserve Sportsfield Improvements & Construction	Harrington Park	579,059	-	-	-	579,059
SGS (CSP3): Fairfax Reserve Sportsfield Irrigation System Improvements	Harrington Park	190,000	-	-	-	190,000
SGS (CSP3): Fairfax Reserve Sportsfield Changeroom Facilities and Storage	Harrington Park	880,000	-	-	-	880,000
SGS (CSP3): Nugget Beams : Sportsfield Construction	Narellan Vale	115,000	-	-	-	115,000
SGS (CSP3) : Nugget Beams : Amenities (Scope, design, upgrade)	Narellan Vale	810,000	-	-	-	810,000
SGS (CSP3): Ron Dine Reserve: Improved and Additional Parking	Camden South	400,000	-	-	-	400,000
SGS (CSP3): Ron Dine Reserve: Irrigation Systems Improvement	Camden South	150,000	-	-	-	150,000
SGS (CSP3): Ron Dine Reserve: Seating Fields 3 & 4	Camden South	50,000	-	-	-	50,000
SGS (CSP3): Hybrid or Synthetic Turf Business Case and Implementation	City Wide	1,850,000	4,000,000	-	-	5,850,000

Draft Capital Works Program						
Local Service - Works Description	Location	2024/25	2025/26	2026/27	2027/28	Total
		\$	\$	\$	\$	\$
General Fund & Reserve Funded Programs						
Community Support Services & Facilities						
CSP3 - Camden Civic Centre Renewal and Upgrade	Camden	1,000,000	-	-	-	1,000,000
Sub Total - Community Support Services & Facilities		14,627,174	10,263,800	1,280,800	287,900	26,459,674
Corporate Buildings						
Depot Redevelopment Stage 2	Narellan	-	-	-	2,000,000	2,000,000
Community / Civic Catalyst Site	City Wide	-	-	27,300,000	27,300,000	54,600,000
Sub Total - Corporate Buildings		-	-	27,300,000	29,300,000	56,600,000
Total General Fund & Reserve Funded Programs		21,412,549	16,388,700	35,947,000	37,413,200	111,161,449

Draft Capital Works Program						
Local Service - Works Description	Location	2024/25	2025/26	2026/27	2027/28	Total
		\$	\$	\$	\$	\$
Grant Funded Programs						
Transport Infrastructure						
Roads to Recovery Program	City Wide	-	900,000	900,000	900,000	2,700,000
Block Grant Assistance Program - Supplementary Component	City Wide	-	39,000	39,000	39,000	117,000
Block Grant Assistance Program - Roads Component	City Wide	-	140,000	143,000	146,000	429,000
Hilder Street Roundabout Construction	Elderslie	3,200,000	-	-	-	3,200,000
Camden Valley Way/Kirkham Lane Signalised Intersection Construction (WestInvest)	Elderslie	3,972,000	7,535,000	-	-	11,507,000
CSP3 - Cawdor Road Shared Path	Elderslie	611,700	-	-	-	611,700
Camden Pedestrian Access and Mobility Plan (PAMP)	City Wide	380,000	400,144	-	-	780,144
Camden Town Centre Enhancements - John Street Public Domain Upgrade and Activation	Camden	1,676,563	4,919,943	5,859,810	6,109,314	18,565,630
Byron Road - Ingleburn Rd to Heath Rd - AIF	Leppington	5,069,700	-	-	-	5,069,700
Heath Road - Camden Valley Way to Dickson Road - AIF	Leppington	4,748,650	-	-	-	4,748,650
Leppington - Rickard Road (Heath Road to Woolgen Park Road)	Leppington	1,029,524	3,010,275	-	-	4,039,799
Design of Rickard Road between Ingleburn Road and Heath Road Leppington (SIC)	Leppington	445,000	1,604,871	-	-	2,049,871
Ingleburn & Rickard Rd Design (HAF 3)	Leppington	971,158	-	-	-	971,158
Ingleburn Rd Upgrade Design (HAF 5)	Leppington	690,000	4,809,272	-	-	5,499,272
Byron Rd Upgrade Design (HAF 5)	Leppington	1,170,000	4,052,562	-	-	5,222,562
Dickson Road and Town Centre Entry	Leppington	5,416,791	10,833,582	-	-	16,250,373
Woolgen Park Road	Leppington	1,857,135	1,671,423	-	-	3,528,558
FRP - Little Sandy Bridge - Embankment repairs and construction works	Camden	1,896,331	-	-	-	1,896,331
Cobbitty Road	Cobbitty	227,500	-	-	-	227,500
Hartley Road	Smeaton Grange	367,500	-	-	-	367,500
Waterworth Drive	Mount Annan	279,700	-	-	-	279,700
Cawdor Road	Camden	166,000	-	-	-	166,000
Sub Total - Transport Infrastructure		34,175,252	39,916,072	6,941,810	7,194,314	88,227,448

Draft Capital Works Program						
Local Service - Works Description	Location	2024/25	2025/26	2026/27	2027/28	Total
		\$	\$	\$	\$	\$
Grant Funded Programs						
Parks & Playgrounds						
Cut Hill Reserve Sports Field Redevelopment	Cobbitty	1,600,000	6,859,880	3,000,000	-	11,459,880
Ultimate Nature Challenge	Cobbitty	246,700	554,700	-	-	801,400
Scalabrini East / Pat Kontista - Design & Construction	Leppington	5,661,760	-	-	-	5,661,760
Scalabrini East / Pat Kontista - Construction - Improvements	Leppington	10,670,281	8,328,585	-	-	18,998,866
Scalabrini North - Leppington Town Centre Open Space and Riparian Corridor	Leppington	7,417,482	15,494,011	-	-	22,911,493
Narellan Town Centre Improvements	Narellan	2,000,000	6,537,600	-	-	8,537,600
Sub Total - Parks & Playgrounds		27,596,223	37,774,776	3,000,000	-	68,370,999
Community Support Services & Facilities						
SGS (CSP3) : Cowpasture Reserve Softball: Design and Refurb Amenities Bldg	Camden	413,488	-	-	-	413,488
Camden Civic Centre Renewal and Upgrade	Camden	4,900,000	372,000	-	-	5,272,000
Camden Animal Shelter and Community Education Hub	Smeaton Grange	3,000,000	3,783,485	2,000,000	-	8,783,485
Camden Community Nursery	Smeaton Grange	1,000,000	1,891,881	300,000	-	3,191,881
Sub Total - Community Support Services & Facilities		9,313,488	6,047,366	2,300,000	-	17,660,854
Total Grant Funded Programs		71,084,963	83,738,214	12,241,810	7,194,314	174,259,301

Draft Capital Works Program						
Local Service - Works Description	Location	2024/25	2025/26	2026/27	2027/28	Total
		\$	\$	\$	\$	\$
Section 7.11 Program						
Transport Infrastructure						
Elderslie - Liz Kernohan Drive Corridor- CVW to Lodges Rd	Elderslie	6,404,500	-	-	-	6,404,500
Byron Road - Ingleburn Rd to Heath Rd - Construction	Leppington	2,658,792	-	-	-	2,658,792
Dickson Road - Ingleburn Rd to Heath Rd - Design and Construction - Stage 1	Leppington	668,536	2,227,678	-	-	2,896,214
Dickson Road - Ingleburn Rd to Heath Rd - Design and Construction - Stage 2	Leppington	18,602	445,883	278,459	2,227,678	2,970,622
Heath Road - Camden Valley Way to Dickson Road - Construction	Leppington	14,149,708	-	-	-	14,149,708
Leppington Stages 2, 3 & 5 - Design	Leppington	1,268,468	1,477,051	5,531,408	358,102	8,635,029
Leppington Stages 2, 3 & 5 - Construction	Leppington	2,635,077	14,279,229	4,716,258	1,978,168	23,608,732
Leppington Town Centre Roads	Leppington	682,482	-	-	-	682,482
Dickson Road North Interim Design and Construction	Leppington	549,943	4,484,423	-	-	5,034,366
Leppington Project Management - Capital Works	Leppington	465,700	480,500	494,200	508,200	1,948,600
Future Release Areas - Transport Infrastructure	Leppington	10,913,000	25,640,000	39,331,000	64,008,000	139,892,000
Sub Total - Transport Infrastructure		40,414,808	49,034,764	50,351,325	69,080,148	208,881,045
Stormwater Infrastructure						
Leppington Stage 3 & 4 - Drainage Kemps Creek - Planning & Concept	Leppington	203,002	812,009	-	-	1,015,011
Leppington Project Management - Capital Works	Leppington	299,800	309,300	318,100	327,300	1,254,500
Leppington North Stage - Drainage Scalabrini North - Planning & Concept	Leppington	65,807	343,479	-	-	409,286
Sub Total - Stormwater Infrastructure		568,609	1,464,788	318,100	327,300	2,678,797
Parks & Playgrounds						
Leppington North - Open Space	Leppington	115,400	118,800	122,400	126,000	482,600
Leppington - Land Acquisitions	Leppington	10,000,000	10,000,000	15,000,000	10,000,000	45,000,000
Leppington Project Management - Capital Works	Leppington	58,800	60,700	62,400	64,100	246,000
Spring Farm - Sportsground and Amenities	Spring Farm	200,000	12,242,680	4,173,500	-	16,616,180
Kirkham Sportsground Amenities	Elderslie	1,090,000	458,900	-	-	1,548,900
Hilder Reserve Sportsfield - Construction	Elderslie	2,114,756	-	-	-	2,114,756

Draft Capital Works Program						
Local Service - Works Description	Location	2024/25	2025/26	2026/27	2027/28	Total
		\$	\$	\$	\$	\$
Section 7.11 Program						
Parks & Playgrounds						
Turner Road Riparian and Local Park Project	Gregory Hills	1,453,003	-	-	-	1,453,003
Nugget Beames Reserve upgrade playing surface + additional spectator seating	Narellan Vale	861,695	-	-	-	861,695
Ingham Reserve Embellishment (includes road realignment)	Spring Farm	948,740	-	-	-	948,740
Oran Park Baseball Field Contribution	Oran Park	1,100,000	-	-	-	1,100,000
Scalabrini East / Pat Kontista - Design & Construction	Leppington	7,630,379	12,079,224	-	-	19,709,603
Scalabrini West - Design & Construction	Leppington	-	40,577	1,168,295	7,540,388	8,749,260
Scalabrini South - Design & Construction	Leppington	497,981	953,040	1,643,028	4,905,259	7,999,308
Precinct 3 Open Space - Design & Construction	Leppington	-	94,932	189,864	1,707,383	1,992,179
Precinct 4 Open Space - Design & Construction	Leppington	-	163,181	326,362	2,810,351	3,299,893
Precinct 5 Open Space - Design & Construction	Leppington	119,430	256,718	438,095	4,027,121	4,841,363
Leppington North Stage N1 - Design & Construction	Leppington	101,152	910,371	1,768,422	5,915,806	8,695,751
Leppington North Stage N2 - Design & Construction	Leppington	537,154	1,840,507	14,838,010	-	17,215,671
Leppington North Stage N5 - Design & Construction	Leppington	-	3,488	242,998	1,590,534	1,837,020
Stage 1 1E to 1M - Design & Construction	Leppington	-	34,066	922,696	544,895	1,501,658
CSP3 - New Open Space at Crest - Stage 1	Gledswood Hills	2,000,000	625,970	-	-	2,625,970
Sub Total - Parks & Playgrounds		28,828,490	39,883,154	40,896,069	39,231,837	148,839,550
Total Section 7.11 Program		69,811,907	90,382,706	91,565,494	108,639,285	360,399,392

Draft Capital Works Program						
Local Service - Works Description	Location	2024/25	2025/26	2026/27	2027/28	Total
		\$	\$	\$	\$	\$
Voluntary Planning Agreements and Section 80A Dedications						
Transport Infrastructure						
WIKAs - Transport Infrastructure	City Wide	3,975,000	3,098,000	-	103,000	7,176,000
VPAs - Transport Infrastructure	City Wide	25,402,000	8,817,000	-	251,000	34,470,000
Dedicated Infrastructure	City Wide	35,199,000	34,338,000	28,853,000	31,131,000	129,521,000
Sub Total - Transport Infrastructure		64,576,000	46,253,000	28,853,000	31,485,000	171,167,000
Stormwater Infrastructure						
VPAs - Drainage Infrastructure	City Wide	18,594,000	802,000	3,515,000	-	22,911,000
Dedicated Infrastructure	City Wide	14,966,000	15,109,000	12,675,000	13,654,000	56,404,000
Sub Total - Stormwater Infrastructure		33,560,000	15,911,000	16,190,000	13,654,000	79,315,000
Parks & Playgrounds						
WIKAs - Open Space	City Wide	-	67,333,000	1,876,000	-	69,209,000
VPAs - Open Space	City Wide	10,848,000	10,061,000	-	1,401,000	22,310,000
VPAs - Recreation Infrastructure	City Wide	-	733,000	-	-	733,000
Sub Total - Parks & Playgrounds		10,848,000	78,127,000	1,876,000	1,401,000	92,252,000
Total Non Cash - VPA and Section 80A		108,984,000	140,291,000	46,919,000	46,540,000	342,734,000
Total - Capital Works Program		271,293,419	330,800,620	186,673,304	199,786,799	988,554,142

Note 1: (CIRP): Community Infrastructure Renewal Program
Note 2: (CSP3): Community Support Package - Stage 3
Note 3: (SGS): Sportsground Strategy Program



DRAFT LONG TERM FINANCIAL PLAN

2024/25-2033/34

Disclaimer debt ser

The information contained in this document provides a general overview on the long-term financial position of Camden Council. Council reserves the right to make changes to this Plan accordingly.



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Introduction

Located in Sydney's south west, the Camden Local Government Area (LGA) is approx. 200 square kilometres and forms part of the emerging Western Parkland City. Camden's projected population will increase to over 240,000 people by 2041. Camden is experiencing a higher rate of population growth than any other Local Government Area with over 500 new residents per month. Camden is transitioning from rural areas with clusters of towns and villages to suburbs established alongside historic places.

As Camden is still very much at the beginning of this growth phase, this places substantial pressure on Council's finances and resources. The cost of planning for growth is an upfront cost that is required before additional rate income is realised through growth.

Council is also constructing or receiving dedicated assets that provide for a population in the future. The magnitude of infrastructure that Council is constructing or is dedicated by developers is significant and will continue to place pressure on Council's ability to meet financial performance benchmarks in the short-medium term, driven primarily through the impact of depreciation expense.

Since the introduction of the growth factor into the rate peg, Council has adopted a long-term position of taking up rate increases as determined by IPART, rather than a one-off significant rate increase (special rate variation) to achieve industry benchmarks which do not consider the impact of significant growth. Council must ensure its rating system remains fair and equitable; it cannot expect current residents to fund the cost of growth alone, the cost must be spread across generations.

Council's response to financial sustainability is a long-term position of maintaining strong liquidity, utilising long-term debt and prudent asset management planning that monitors and addresses the condition of community assets as required.

Additional measures that Council has adopted to maintain and ensure its long-term financial sustainability include:

Balanced Budget

Council annually adopts and maintains a balanced cash budget and does not spend beyond its means. This is achieved through taking up the approved rate increase determined by IPART to avoid the need for special rate variations in the short-term to assist in funding the cost of growth.

**Strong Liquidity Position**

Council has a strong liquidity position with established reserves for capital improvement, asset replacement and contingencies to avoid short term budget shock through events such as extraordinary inflationary conditions.

Loans

Council still has a strong capacity to borrow for capital projects (one-off) upon the appropriate financial assessment being completed. Council also considers low-interest loan programs offered by the NSW State Government.

Asset Management Planning

Sound asset management planning and the correct allocation of resources are central to Council's sustainability. Council has a dedicated asset management section which continues to monitor Council's asset maintenance and renewal programs now and into the future. Council's asset backlog is well within industry benchmarks and is supported by established asset renewal programs such as the Community Infrastructure Renewal Program.

Building Partnerships

Council continues to actively pursue both State and Federal funding opportunities to fund infrastructure and service requirements when made available. Examples include accessing the low interest loans under Local Infrastructure Renewal Schemes.

Organisational Improvement

Council remains committed to continuously improving its financial and non-financial performance and continuing its path to excellence and best practice. This includes strategies such as the Digital Innovation Strategy, the establishment of an innovation hub, service reviews, and a commitment to sustainability through the roll out of initiatives such as the streetlighting LED conversion project.



What is a Long Term Financial Plan

The Long Term Financial Plan (LTFP) sets out the objectives and strategies for ensuring Council is and remains financially sustainable. The LTFP forms part of Council's broader Resourcing Strategy, which is required under the Integrated Planning & Reporting Framework (IP&R).

The LTFP is a necessary component of this strategy and acts as a tool for stakeholders (Council and the community) to use in deciding what resources Council needs to apply to deliver the outcomes contained within the Community Strategic Plan. The Resourcing Strategy also includes Council's Workforce Plan and Asset Management Plan(s).

The LTFP is a financial decision-making tool. It is the point at which long-term community aspirations are tested against financial realities. It consists of modelling expenditure and revenue projections, based on a number of market based and internal assumptions.

It projects the financial impacts of significant growth within the Camden Local Government Area and helps to identify the additional resources (people, infrastructure and finances) required to plan for new communities while continuing to deliver the services to the standard our community expects.

The LTFP is prepared for a period of ten years and includes the following:

- the planning assumptions used to develop the plan,
- sensitivity analysis and testing,
- financial modelling for different scenarios,
- projected income and expenditure, balance sheet and cash-flow statement,
- methods of monitoring financial performance.



What is the Purpose of this Long Term Financial Plan

The primary purpose of this Plan is to facilitate effective financial decision-making which is informed by the short, medium and long term expectations of the community and seeks to answer the following questions:

- Can we survive the financial pressures of the future?
- What are the opportunities for future income and economic growth?
- Can we afford what the community wants?
- How can we go about achieving these outcomes?

The plan assists in long term decision making regarding the prioritisation of services delivered by Council and what assets and financial resources are required to provide those services. It serves as a guide to Council's future financial position.

The projections contained in the LTFP are subject to change from external factors and the decisions made by the Council. It is necessary to regularly review and monitor these factors and if necessary, revise the projections. In line with legislative requirements, the LTFP is revised annually as part of Council's annual budget process. Any external changes to corporate assumptions are considered quarterly as to the impact on the adopted LTFP.

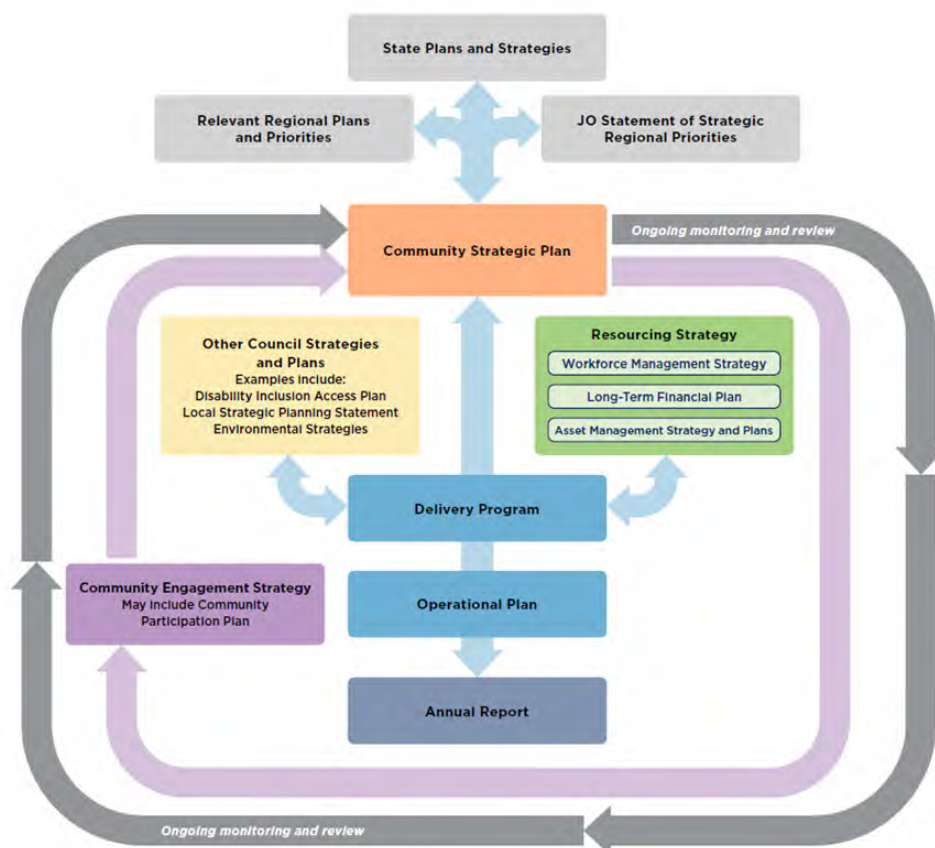
Legislative Framework

In 2009 the NSW State Government implemented the Integrated Planning & Reporting (IP&R) framework relating to the Strategic Planning processes and requirements for NSW councils. It requires councils to develop a Resourcing Strategy to assist in developing its planning documents and comprises the following three components:

- Asset Management Plan(s)
- Workforce Management Plan
- Long Term Financial Plan

The plans need to be considered together in order to identify the available funding, infrastructure and people to carry out a diverse range of services, activities and programs identified in Council's Community Strategic Plan.

The diagram below shows how our planning framework fits together. In essence this document is all about making sure the plans, programs and budgets are integrated, consistent with each other and continues progress towards our community goals.





Long Term Sustainability

How do we Define Financial Sustainability

A financially sustainable Council is one that has the ability to fund ongoing service delivery and the renewal and replacement of assets without incurring excessive debt or rate increases. This definition has been translated into four key financial sustainability principles:

- Council transitions to a fully funded operating position reflecting that Council collects enough revenue to fund operational expenditure, repayment of debt and depreciation, noting that as a growth council, depreciation on newly constructed assets distorts the operating performance of Council,
- Council maintains sufficient cash reserves to ensure that it can meet its short-term working capital requirements,
- Council has a fully funded capital works program, where the source of funding is identified and secured for both capital renewal and new capital works,
- Council maintains its asset base, by renewing ageing infrastructure and by ensuring cash reserves are set aside for those works which are yet to be identified.

Further information on Council's unique position as the fastest growing Council in NSW and the impact this has on Council's financial sustainability (in the short term) is discussed at length throughout this plan.

How Long Term Financial Sustainability is measured

The Office of Local Government (OLG) has developed a set of criteria and benchmarks to measure if councils are financially sustainable.

Council's Long-Term sustainability is assessed against the set criteria and benchmarks for the 2024/25 Long-Term Financial Plan and can be found on pages 36-50.

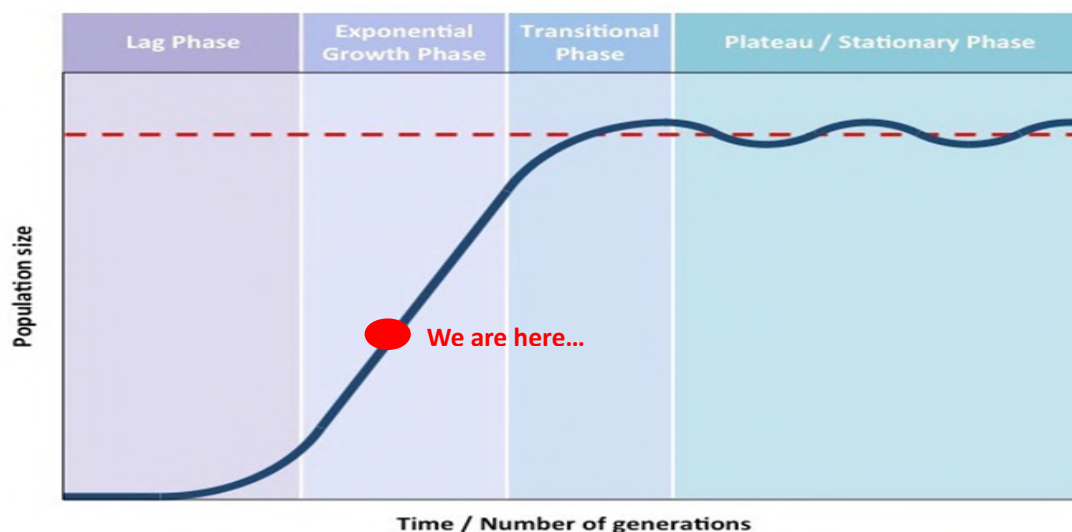


The Impact of Rapid Growth on Council's Financial Sustainability

Camden Council is one of the fastest growing Councils in Australia. Growth is a key driver of Council's financial sustainability. There are a number of stages of growth which are outlined in the graphs below. The key attributes of growth are also detailed below to provide context around Council's current financial position and its financial sustainability now and into the future.

Economies of Scale is an important factor to understand when considering the information below, noting that Camden's Capital Works Program is one of the largest in NSW (\$1B over the next 4 years), which is a result of rapid growth and the need to ensure communities have the appropriate infrastructure to support the population. In comparison, other Councils with similar growth and Capital Works Programs have a much larger population and revenue base, which provides the ability to respond to the impacts of growth much sooner. Camden will achieve greater economies of scale over time, providing greater options in how the impacts of growth are addressed. This is explained in more detail throughout the LTFP.

Current Position – Exponential Growth Phase (Camden)



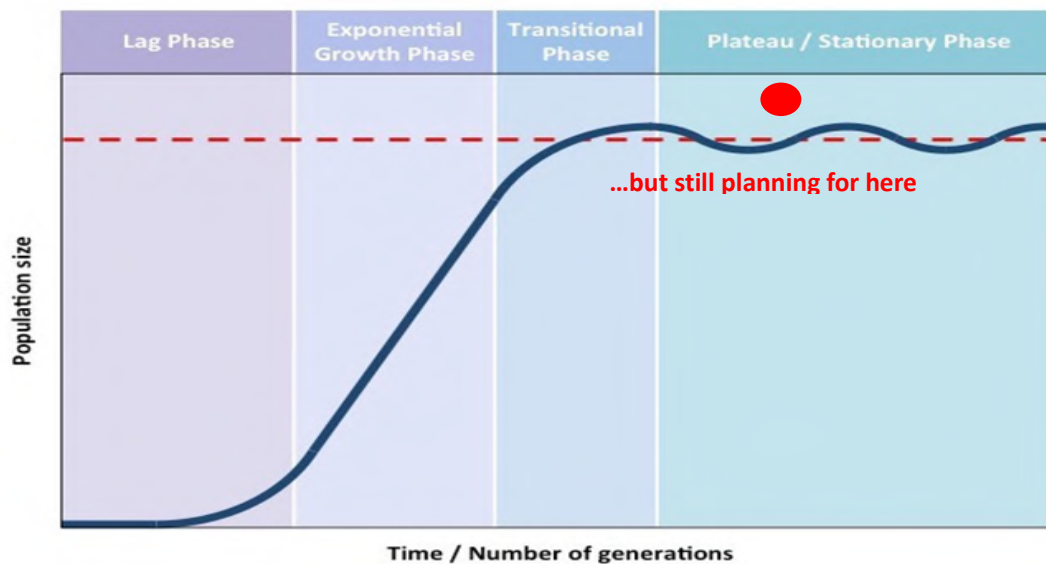
The following are the attributes of the rapid growth phase currently experienced by Camden:

- Rapid growth in population – 500 new residents per month
- Increasing operational costs
 - Maintenance (more facilities to maintain)
 - Employee costs (to maintain service delivery)
- Increasing capital costs
 - Construction phase – both council and developer delivered (flow on effects)
 - New Plant – more plant required for service delivery
- Increasing asset base



- Increasing depreciation costs – aligned to new infrastructure
- Reduced renewal costs required as approx. 40% asset base is new
- Increasing liquidity needs
- Higher levels of debt aligned to construction
- Increasing revenue base – growth in property numbers through subdivision
- Balanced cash budget
- Externally reported deficits – primarily a result of rapidly increasing depreciation
- Economies of scale – not yet achieved

Future Position – Stable Growth Phase



The following are the attributes of the stable growth phase (most Council's in NSW are in this phase of their life cycle):

- Normal organisational growth (no. of employees)
- Economies of scale – size of organisation aligned to population for service delivery
- Balanced cash budget and externally reported surplus
- Stable population growth (natural growth or decline)
- Stable revenue base aligned to rate peg annually
- Stable asset base that considers fair value annually
- Stable operational costs inc. maintenance that considers inflationary pressures
- Normal capital costs
 - Construction – aligned to improved service delivery (one-off initiatives)
 - Plant replacement program fully funded
- Ageing asset base
- Increasing renewal costs – to maintain asset base condition
- Stable liquidity requirements
- Repayment of debt – following growth phase



Long Term Financial Plan

This Plan is used to inform the 2022/23 – 2025/26 Delivery Program and the 2024/25 Operational Plan. It includes a summary of Council's key financial strategies and funding priorities over the course of the plan.

Financial Management Strategies

Council's Long-Term Financial Plan is based on the following aspirations:

- Council's financial position is secure and financial indicators are within industry benchmarks (as adopted by Council),
- Council maintains existing service levels to residents,
- Council will continue to advocate a "whole of Government" approach to funding the capital infrastructure requirements and service provision within new urban development areas,
- Services and Infrastructure in new areas will be provided when they are needed,
- Council's capacity to fund its recurrent operations and renew critical infrastructure is improved through sustainable financial decision making.
- The cost of growth is shared by generations (inter-generational equity) to ensure fairness and equity in how rating is applied to properties over time.

In conjunction with these principles, Council's Long-Term Financial Plan is guided by a number of policies and strategies which are outlined over the next several pages.

Rating Income Strategy

Rating Income is generated by a levy on properties within the Council area for the provision of local government services. Council is committed to the implementation of a fair and equitable rating system, where each rating category and property will contribute to the rate levy according to the demands placed on Council's resources.

Council has the following categories for rateable land in the Camden Local Government Area:

1. Residential
2. Farmland - Ordinary
3. Farmland - Intensive
4. Business

Camden Council's rates consist of a base charge (\$760 proposed in 2024/25) and an ad-valorem charge. The base charge amount is a standard amount which is applied to all properties. The ad-valorem charge is primarily determined by the value of the property as provided by the NSW Valuer General and is reviewed every three years. The most recent review of land valuations was 2022. Under the Valuation of Land Act 1916, Council must use the 2022 valuations for the issuing of 2024/25 rate notices. Council has no input or control over the valuation process.

Council calculates its rating charges with the intention of generating 50% of the total rate levy from the base charge (or as close there to as possible). The basis of this is that such a rating



structure will provide the fairest and most equitable distribution of the rate levy in the Camden Local Government Area.

The Rate Peg

In November 2023, the Independent Pricing and Regulatory Tribunal (IPART) announced that the 2024/25 rate peg would be set using a new rate peg methodology.

Under the new calculation methodology, the rate peg is determined using a Base Cost Charge, which considers three major areas of expenditure. This includes employee costs, asset costs and all other operating costs. The final rate peg is then adjusted by a productivity factor, a population factor for each council and an ESL factor for each council.

The total rate peg approved by IPART for Camden for the 2024/25 financial year is 8.2%

IPART have recently commenced a review into the financial model for councils in NSW. Council will actively monitor and provide input into this important review.

Special Rate Variation

Council has not applied for a special rate variation for 2024/25. Council has not factored any future special rate variations into this Long Term Financial Plan.

Stormwater Management Levy

Council currently levies \$25 p.a. per occupied allotment for the provision of additional stormwater management services to residents in urban areas who benefit from Council provided stormwater services. The amount of \$25 is set by legislation and has not changed for the 2024/25 rating year.

The levy can only be charged in areas where Council provides a stormwater management service. Income from the levy can only be used by Council for the purpose for which it is collected. Council must also maintain its existing stormwater management program.

Council has taken the approach that this levy will be used to educate and promote awareness in the community, ensure a better flow of stormwater through the LGA and an improvement in the quality of water flowing into our streams and rivers. Ratepayers who currently receive a pension rebate will be exempt from this levy providing they qualify for the pension rebate at 1 July of any given rating year.

The stormwater management levy will generate approximately \$1.159 million in the 2024/25 financial year.

Domestic Waste Management Charges

Council calculates waste management service charges to ensure its total income can fund the operating and maintenance costs associated with providing the service, including the provision for major plant replacement.



Domestic waste management charges are determined through the use of a dedicated ten-year waste management financial model which takes into consideration the impact of population growth on service delivery and additional fleet requirements.

Council is proposing to increase domestic waste management charges by 5.0% in the 2024/25 financial year. This increase is primarily a result of an increase in waste disposal fees.

Discretionary & Regulatory Fees & Charges

Council has the ability to generate revenue through the adoption of a fee or a charge for services or facilities. Fees and charges are reviewed on an annual basis in conjunction with the preparation of the annual budget.

The fees and charges which Council can charge can be split into two categories:

1. Regulatory fees – These fees are generally determined by State Government Legislation, and primarily relate to building, development or compliance activities. Council has no control over the calculation, and any annual increases of these fees and charges.
2. Discretionary Fees – Council has the capacity to determine the charge or fee for discretionary works or services such as the use of community facilities and access to community services.

The general principles under which Council sets its fees and charges considers the works and services provided, the comparable commercial value, and the ability of residents to pay at the pricing level determined appropriate. The general principles that Council supports in its pricing policy are to:

- ensure the community receives the maximum possible benefit from the services provided and from the limited resources which are used to provide that service,
- recognise that there is an element of community benefit in Council providing certain works and services, and as such that a level of general fund contribution be incorporated into the determining of some fees and charges,
- where a service is provided which is considered a commercial activity, that an appropriate fee be charged which recovers the cost of the service, the consumption of assets and an appropriate return on investment, which is in no way subsidised by the community.

Developer Contributions

Developer Contributions are a levy that Council can impose on development consent to help fund the delivery of infrastructure that is needed for that development. They can only be imposed as a condition of consent.

In order to levy a contribution, Council must first adopt a Contributions Plan. The plan sets out what infrastructure is needed, the likely timing of its construction, the cost of the works



and how the cost is to be shared by developers and Council. Council can only levy a contribution which is in accordance with an adopted Plan.

During the year Council has reviewed its existing plans, retired a number based on the infrastructure being in place and set up a section 7.12 plan. Section 7.12 under Subdivision 3 of Part 7 of the EP&A Act authorises Camden Council or an accredited certifier to impose a contribution on a development to fund the provision, extension or augmentation of public amenities or public services (or towards recouping the cost of their provision, extension or augmentation).

The *Environmental Planning and Assessment Act* sets out the rules for development contributions. The Minister for Planning may issue directions that can provide further detail to the legislation, such as imposing a cap on the contributions.

When permitted, developers can construct works, or dedicate land in lieu of paying a cash contribution to the Council. Where this happens, the developer enters into either a Works In Kind Agreement or a Voluntary Planning Agreement. For example, a developer may have an agreement with Council where they will dedicate land for a park and provide the park embellishment (such as playground equipment, BBQ, paths, landscaping and parking). In these cases, the works are required to be completed prior to the developer receiving a Subdivision Certificate for their development.

Investment Principles

Council has an adopted Investment Policy. The overall objective of this policy is to ensure that Council invests its funds:

1. in accordance with the requirements of the *Local Government Act (1993)*, Minister's Order and Council's investment policy, and
2. to maximise the return on investments after taking into consideration the level of risk attributable to the type of investment made, and the level of funds required to ensure that Council meets its budget obligations.

The policy outlines:

- the manner in which Council may invest funds,
- the risk profile considerations for investment categories,
- the institutions and products which Council can invest in, and
- the reporting requirements of Council's investment portfolio.

Interest on investments is received on three sources of funds:

- general fund revenues raised through the year from all sources of revenue,
- restricted investments held until expended,
- Developer contributions held until expended.

Council has control over the interest it earns on general fund revenues and unrestricted reserves, but Developer Contributions interest on investments must be utilised for the purpose for which the contribution relates. The interest Council earns on general fund revenue is untied



and forms part of Council's consolidated revenue for distribution across services that are not funded by restricted funds.

Loan Borrowings

Council's position on funding expenditure through loan borrowings is:

1. Funds will only be borrowed for specific infrastructure projects, which are clearly linked to the community's expectations as outlined within Council's Community Strategic Plan,
2. Council will consider the use of loans to ensure existing residents are not burdened with the cost of infrastructure which will be enjoyed by future generations,
3. Loan borrowings will only be considered after all potential funding strategies have been investigated, including the use of any existing cash reserves and external funding opportunities,
4. The use of loan borrowings to fund operational shortfalls or service expansion is not permitted,
5. The use of loan borrowings for the purpose of leveraging an investment is not permitted,
6. Council will review its long-term financial plan to ensure there is capacity to service debt from recurrent revenues.

Proposed loan borrowings included within this plan (in the year the funds are required) are shown in the table below:

Purpose	2024/25	2025/26	2026/27	2027/28	2028/29
Asset Renewal Program (including Road Renewal)	\$3.9M	\$4.3M	\$5.5M	\$6.5M	\$3.0M
Community Support Package Stage 3	\$13.84M	\$7.45M	-	-	-
Com. Infrastructure Renewal Program	\$1.17M	\$1.56M	\$1.27M	\$0	\$0
Community/Civic Catalyst Site	-	-	\$27.3M	\$27.3M	\$0
Works Depot Stage 2	-	-	-	-	\$7.5M
Total	\$18.91M	\$13.31M	\$34.07M	\$33.80M	\$10.5M

Loan borrowings are indicative and revisited as part the final funding package for all infrastructure projects. What is important to understand as a growth Council is the capacity to sustain debt and service debt now and into the future.

Council has considered the impact of its proposed loan borrowings program and is satisfied that this level of debt is within the recommended levels for a growth Council. The associated debt servicing (loan repayments) has been included in Council's LTFP and is secured against rate income as required under the *Local Government Act 1993*.



Council will take advantage of being able to access loans through the NSW State Government (T-Corp) and will actively pursue funding through initiatives such as the Low-Cost Loan Initiative for future loans as they are required.

Cash Reserves & Restrictions

Council has a number of cash reserves which are either a legislative requirement (externally restricted) or through a Council resolution (internally restricted). The projected balance of cash reserves as at 30 June 2025 is \$144.5 million.

In December 2023, Council approved the adoption of the new Financial Reserves Policy. The Financial Reserves Policy outlines the mechanisms in place to establish, maintain and report on funds held in external and internal reserves. Importantly, all decisions in relation to Council's financial reserves are to be made via a formal resolution of Council.

External reserves are created as a result of a legislative requirement. They can only be used for the specific purpose for which the reserve was created and cannot be used for general operations. Internal reserves are established at the discretion of Council and can be used for specific projects, programs, or financial provisions.

The following outlines the various reserves Council has established, the funds available in each and the purpose of the reserve.



Externally Restricted Reserve	Purpose of Reserve	Projected Balance 30/06/2025
Developer Contributions: Section 7.11 and 7.12 And Restricted Voluntary Planning Agreement (Cash Component)	In accordance with Section 7.11 and section 7.12 of the <i>Environmental Planning and Assessment Act</i> , all unexpended Contributions are to be restricted and only used for the purpose for which they were collected under the various Contributions Plans Council has adopted.	\$121.4 million
Domestic Waste Management	This externally restricted reserve is the balance of funds available to fund operational shortfalls and the replacement of plant for Council's waste service. The Local Government Act does not permit any general fund subsidy for the provision of waste services.	\$9.3 million
Stormwater Levy Program Reserve	Any income raised from the Stormwater levy must be spent on the provision of stormwater management services. This reserve holds the balance of unspent funds which may result from budget savings and/or unspent allocations for works not completed as at the end of each financial year.	\$0
Total Externally Restricted Reserves projected as at 30 June 2025		\$130.7 million

Note: External Reserves can only be used for the purpose for which the funds were collected.

Internally Restricted Reserve	Purpose of Reserve	Projected Balance 30/06/2025
Capital Works Reserve	The purpose of the Capital Works Reserve is to fund works which Council deems as essential capital infrastructure renewal or upgrade, which cannot be funded through alternative sources such as grants or Developer Contributions. The reserve also acts as emergency fund for Council to undertaken unforeseen works at short notice.	\$430K
Employee Leave Entitlements	This purpose of this reserve is to partially fund Council's liability for annual leave and long service leave. Council's target provision for this reserve is 20% of the overall leave entitlements liability, which is set at the industry benchmark.	\$2.8 million

Internally Restricted Reserve	Purpose of Reserve	Projected Balance 30/06/2025
Plant Replacement Reserve	This reserve is to ensure there is sufficient funding available to replace major plant upon the end of its useful life. The reserve is supported by a ten-year plant replacement program.	\$1.6 million
Commercial Waste Management Reserve	This reserve is used to fund the replacement of plant, together with the restriction of operational surpluses achieved through the Commercial Waste Service.	\$2.2 million
Cemetery Improvements	This reserve was established to fund future cemeteries capital works.	\$2.5 million
Information Technology Replacement Reserve	Established as part of the 2018/19 budget to fund a 4-year cycle of computer hardware replacement (program).	\$237K
Biodiversity Credits	Council approved the establishment of this reserve at February 2024 Council. Council entered a Biobanking Agreement for 37.5 hectares of land located in Gundungurra Reserve, Elderslie in May 2019. The Biobanking Agreement generates biodiversity credits which can be sold to parties that require credits to offset their development or project. The reserve holds the Part B Biodiversity credit payments and allocated to projects and initiatives as part of Council's budget process.	\$1.6 million
Contributions Reserve	Council can receive contributions from a party in order to undertake works. These funds are restricted for the purpose of which they must be spent on in accordance with the applicable agreements	\$380K
Work, Health and Safety Reserve	Council receives financial performance incentives payments from its insurer on the basis of achieving performance benchmarks and implementing risk management improvement actions. The purpose of this reserve is to restrict these incentive payments so that they can be allocated to future risk management improvement projects and programs.	\$235K



Internally Restricted Reserve	Purpose of Reserve	Projected Balance 30/06/2025
Central Admin Building Asset Renewal Reserve	This reserve is used to fund minor renewal works at Council's Administration Building.	\$361K
Engineering Bonds & Deposits	This reserve contains a number of developer payments to provide security against future works such as footpath construction and roadworks. If the developer undertakes the works, the amount held by Council will be returned to the developer.	\$228K
Asset Renewal Reserve	This reserve is for the replacement and/or renewal of existing assets. This is the remaining balance after the allocation of \$500,000 to the proposed 2024/25 Community Infrastructure Renewal Program. This reserve is replenished at quarterly reviews.	\$314K
Other Restrictions	Council holds a range of minor internal reserves for purposes such as family day care and community facilities.	\$915K
Total Internally Restricted Reserves projected as at 30 June 2025		\$13.8M

The balance of Council's reserves and the need for new reserves is considered annually as part of the budget process.

Minimum Working Funds Balance

Council's current policy is to maintain a minimum working funds balance of \$1 million. These funds are held as part of Council's internal reserves. This amount represents funds readily available in cash, which are not committed in Council's current budget.

This amount has been deliberately set aside by Council to allow for situations where emergency funding is required due to a major unforeseen circumstance within the LGA. The level of the restriction will be reviewed as Council's budget grows.

Asset Disposal & Property Investment Strategy

Council has a limited portfolio of property holdings which are not engaged in the delivery of essential services to the community. The majority of Council's property assets deliver on services such as:

- Transport Infrastructure,
- Environmental services, such as stormwater management,



- Community Facilities,
- Operational Assets, including administration buildings.

Council does not actively participate in the purchase of property as an investment. The limited number of property investments which Council currently owns primarily relate to land holdings within industrial and residential areas within the Camden LGA.

Council will consider the sale of surplus land where funds are required for capital purposes. Council's criteria for the sale of property assets are as follows:

- The asset is no longer used, or is not required for the provision of a core community service,
- The asset has reached the end of its useful life and provides no further tangible benefit to the community,
- Market conditions indicate that the asset could provide a substantial return which could be used to fund other capital investments,
- The asset is incurring a higher level of maintenance cost than would normally be expected.

While revenue generated from the sale of land assets could be used to alleviate operational budget pressures, this is a financially unsustainable measure as the funding would only provide a short-term solution.

Lease Income

The completion of the Oran Park administration building enabled Council to lease the previous administration centres at Camden and Narellan. Council also receives lease income for air rights over the Camden Valley Way from the Narellan Town Centre. A number of other residential and commercial buildings are leased by Council on a commercial basis.

The total expected revenue through lease income for the 2024/25 financial year is \$1.4 million.

Council undertakes an external valuation on an annual basis on all investment properties and conducts a 'highest and best use' review of all operational land holdings every three years.



External Influences on Council's Plan

There are a range of external influences which are considered in this Long Term Financial Plan. These external factors represent issues or factors which Council has no control over, or where Council has limited capacity to predict their impact over the long term course of this plan.

The Rate Peg

Local Government's ability to align rating revenue with the increased cost of providing services has been restrained for many years by rate pegging. Rate pegging is a legislative instrument whereby the maximum increase in rating revenue is set by IPART. Any significant change to the rate pegging process will require Council to review this plan.

In November 2023, the Independent Pricing and Regulatory Tribunal (IPART) announced that the 2024/25 rate peg would be set using a new rate peg methodology.

Under the new calculation methodology, the rate peg is determined using a Base Cost Charge, which considers three major areas of expenditure. This includes employee costs, asset costs and all other operating costs. The final rate peg is then adjusted by a productivity factor, a population factor for each council and an ESL factor for each council.

The total rate peg approved by IPART for Camden for the 2024/25 financial year is 8.2%

IPART have recently commenced a review into the financial model for councils in NSW. Council will actively monitor and provide input into this important review.

Economic Conditions

Before the onset of the COVID-19 pandemic, Council's Long Term Financial Plan had already considered a downward shift in the housing market which impacts development assessment income and rate income. This downturn is in part due to a land supply issue, rather than demand for new urban lots. The timing and impact of development market conditions continues to be monitored monthly.

Market based assumptions which have been used in this plan are sourced from Access Economics Business Outlook Report. Council's revenue forecasts for investment income, development income and rating income (through growth) are heavily influenced by the wider economy in general, and as such any significant change from the market assumptions adopted in this revised plan will require Council to review this plan.

Urban Development – Population Growth

The expected population growth which will occur as a result of land releases in the South West Growth Areas and the timing of rail infrastructure will be key drivers of financial growth for Council over the next thirty to forty years.

A significant change to how population and housing forecasts have been developed for the 2024/25 Budget and LTFP is the use of forecast data provided by the Department of Planning. While the State Government makes it clear that this forecast data does not



represent population targets, the population projections are a set of Common Planning Assumptions which the New South Wales Government and others use to plan services.

The Department of Planning updated these projections in 2022. The projections are provided by Local Government Area and extend to 2041.

Other Influences

Council's budget continues to face significant pressures from:

- increasing expenditure as a result of cost shifting from other levels of Government,
- increases in the cost of procuring goods and services, have been consistently higher than rate pegging increases as determined by IPART,
- greater competition in the allocation of external funding, such as the Financial Assistance Grant,
- government policy on grants and contributions to Local Government (in general).

Council includes estimates in its Long Term Financial Plan using the most up to date information available at the time of preparing the plan.



Long Term Financial Plan Assumptions

The models developed in this Long Term Financial Plan use the current operational budget as its base point. Council uses a number of internal and market driven assumptions to project revenue and expenditure for the following ten years.

A comprehensive analysis of all internal and external factors affecting those assumptions is undertaken as part of preparing the annual budget to ensure there is a level of confidence in the outcomes provided in the Long Term Financial Plan.

In preparing the 2024/25 Long Term Financial Plan, the following underpinning principles have been adopted:

- the range and standard of existing services offered to the community is maintained,
- Council's financial position remains secure, and that Council's financial performance is within industry benchmarks (or trending positively),
- an uncommitted minimum working funds balance of \$1 million is maintained,
- The need to closely monitor the current economic climate which continues to be impacted by increases in inflation and supply chain concerns for goods and materials. Any significant changes will be identified at quarterly reviews of the budget.

Population Growth

The expected population growth which will occur as a result of land releases in the South West Growth Areas and the timing of rail infrastructure will be key drivers of financial growth for Council over the next thirty to forty years.

The 2024/25 Budget and LTFP use forecast data provided by the Department of Planning. The State Government makes it clear that this forecast data does not represent population targets, the population projections are a set of Common Planning Assumptions which the New South Wales Government and others use to plan services. This data anticipates the following additional dwellings and population over the next 10 years.

Financial Year	2024/25	2025/26	2026/27	2027/28	2028/29
Additional Dwellings	1,850	1,820	1,530	1,650	1,800
	2029/30	2030/31	2031/32	2032/33	2033/34
	1,800	1,700	1,750	1,830	2,050

Financial Year	2024/25	2025/26	2026/27	2027/28	2028/29
Population Forecasts	136,600	141,200	145,000	149,100	153,700
	2029/30	2030/31	2031/32	2032/33	2033/34
	158,200	162,300	166,500	171,000	176,000



Revenue and Expenditure Assumptions

The tables on the following pages outline the proposed corporate assumptions and economic forecasts which will be used to inform revenue and expenditure estimates. Also included is a description as to how the assumption has been developed and/or determined.



Revenue Budget Assumption	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34
Rates & Annual Charges										
Total Permissible Rate Increase	8.2%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
IPART announced a total permissible increase in rate income of 8.2% for the 2024/25 financial year. The above assumptions are as included in the current LTFP and are considered to be a conservative position for 2025/26 and beyond.										
Special Rate Variation	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
No provision has been included in the Long Term Financial Plan for future special rate variations.										
Supplementary Rate Income	\$1.6M	\$1.7M	\$1.5M	\$1.8M	\$2.1M	\$2.3M	\$2.5M	\$2.6M	\$2.9M	\$3.5M
Additional income as a result of growth (supplementary rate income) is based on the number of lots Council forecasts its rating base will increase by annually. This is linked to the housing growth projections provided by the Department of Planning.										
Domestic Waste Service Charge	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
Council calculates its waste management service charges to ensure its total income can fund the operating and maintenance costs associated with providing the service, including provisions for major plant replacement. The increase in charges is primarily a result of an increase in waste disposal fees which is subject to ongoing negotiations. Domestic Waste Management Charges are determined through the use of a dedicated ten-year waste management financial model.										
Stormwater Levy Charge	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25
Council levies a charge on properties within the LGA which have a stormwater service. The Stormwater Levy charge proposed for 2024/25 is \$25 for a single dwelling. This is the maximum amount which can be levied under the Stormwater Management Guidelines.										



Revenue Budget Assumption	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34
Rates & Annual Charges Rebates										
Statutory Pensioner Rebate	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250
In accordance with section 575 of the Local Government Act 1993, Council provides a rebate to eligible pensioners for annual rates and domestic waste charges of \$250. This rebate is set by the NSW State Government and is not something Council can control. Council is reimbursed 55% of the statutory pension rebate from the NSW State Government.										
Voluntary Pensioner Rebate	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
As part of the 2022/23 Budget, Council resolved to provide an additional voluntary pension rebate of \$50 to eligible pensioners, bringing the total pension rebate amount to \$300. The increase was introduced as part of the 2022/23 budget and is now factored into future years of the LTFP. Council cannot seek any reimbursement in relation to the voluntary rebate from the NSW State Government.										
Stormwater Mgmt. Levy Rebate	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25
Ratepayers who currently receive a pension rebate are exempt from paying the Stormwater Management levy providing they qualify for the pension rebate on 1 July of any given rating year.										



Revenue Budget Assumption	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34
User Fees & Charges										
Statutory Fees & Charges	Increase is not determined by Council – Increases are in accordance with relevant legislation									
Increases in statutory fees are not determined by Council – Increases are applied in accordance with relevant legislation. If significant changes are proposed as a result of changes in legislation, this document will be updated to reflect these changes.										
Discretionary Fees & Charges	2.9%	2.6%	2.6%	2.6%	2.5%	2.2%	2.2%	2.4%	2.5%	2.5%
Council does not generate a significant amount of revenue from discretionary fees. The key driver for increases to discretionary fees is the forecast underlying inflation (CPI) rate. This is sourced through the Deloitte Access Economics Business Outlook Publication.										
Commercial Fees & Charges	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
Where Council provides services on a commercial basis (e.g. commercial waste), fee increases should be developed to recover the operating cost of the service, future capital renewal and replacement costs and appropriate return on investment. As a guide, commercial fees are typically increased by approx. 5.0% per annum.										
Leaseback Vehicle Fees	2.9%	2.6%	2.6%	2.6%	2.5%	2.2%	2.2%	2.4%	2.5%	2.5%
Comments:										
Leaseback fees are increased on an annual basis by Sydney CPI increase. The key driver for increases to discretionary fees is the forecast underlying inflation (CPI) rate. This is sourced through the Deloitte Access Economics Business Outlook Publication.										



Revenue Budget Assumption	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34
Interest & Investment Revenue										
Investment Rate of Return	3.6%	3.2%	3.0%	2.9%	2.8%	2.5%	2.4%	2.5%	2.5%	2.5%
Performance Factor	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Total Investment Return	5.6%	5.2%	5.0%	4.9%	4.8%	4.5%	4.4%	4.5%	4.5%	4.5%
Investment Base Growth	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%

Comments:
As at December 2023, Council’s investment portfolio was approximately \$300 million. Investment income consists of Developer Contributions, restricted grant income, domestic waste investment income and general fund investment income.

Council uses a combination of both current market rates (for short term projections) and the Deloitte Access Economics Business Outlook Publication (for long term projections) to calculate investment income forecasts. A performance factor is also determined through internal consultation with senior finance staff. This also reflects Council’s current investment strategy of investing in the 12 month TD market. It is also anticipated that Council’s investment base (pool of funds available for investment) will increase over the term of this plan.

Revenue Budget Assumption	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34
Loan Borrowings (indicative)	\$18.91M	\$13.31M	\$34.07M	\$33.80M	\$10.50M	\$0	\$0	\$0	\$0	\$0

Comments:
Council is proposing to borrow \$18.91 million in 2024/25 and \$13.31 million in 2025/26 for the COVID-19 Community Support Package and Community Infrastructure Renewal Program (Including asset renewal program). The loan funding for the Community/Civic Catalyst Site (\$54.6M) is indicative and subject to a further assessment on a resolution of Council.

Loan borrowings are indicative and are reviewed annually as part of the Budget process and LTFP.



Expenditure Budget Assumption	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34
Employee Costs & Overheads										
Industry Award Increase	3.5%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
One-off Award Payments	0.5% or \$1,000	0.5% or \$1,000	-	-	-	-	-	-	-	-
The assumptions above for the 2024/25 and 2025/26 financial years reflect the 2023 Local Government State Award. The 2023 Local Government State Award also includes one off award payments in 2024/25 and 2025/26 and these are also noted above. For future years a rate of 3.0% is proposed for the remaining years of the LTFP.										
Performance Mgmt. System	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%
Council has an adopted salary system which supports a four-step progression system for consideration as part of annual performance reviews. The assumption is based on historical analysis of the cost of previous performance reviews as a percentage of overall salaries and wages.										
Superannuation Payments	11.5%	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%
Council will model future superannuation expenditure based on the Federal Government's budget announcement to increase in the statutory contribution rate from 9.50% to 12.00% incrementally.										
Workers Comp Target (% Wages)	4.1%	4.2%	4.3%	4.4%	4.5%	4.7%	5.0%	5.4%	5.3%	5.3%
Council's ageing workforce is expected to impact its workers compensation premium; however, this additional cost is expected to be offset through preventative strategies outlined within the workforce plan. This corporate assumption is developed in consultation with key stakeholders. The forecast for 2024/25 was provided by the Council's Insurer in early January 2024. Longer term forecasts have been developed in conjunction with the key stakeholders, taking account of the preventative strategies which have either been implemented or are currently being implemented.										



Expenditure Budget Assumption	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34
Other Expenses										
Discretionary Program Expenses	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Discretionary expenses refer to program expenses within the budget where the responsible budget manager has the ability to control the level of expenditure incurred. These are typically budget allocations which are not driven by employee costs, contractual obligations, asset maintenance or fixed statutory charges. A flat increase of 2.0% (essentially a lower than forecast CPI increase) drives efficiencies across the budget. Discretionary expenses do not represent a significant proportion of the overall budget.										
Materials & Contracts aligned to CPI	2.9%	2.6%	2.6%	2.6%	2.5%	2.2%	2.2%	2.4%	2.5%	2.5%
Projected increases in materials & contracts costs are generally in line with inflation over the ten years of this plan. The key driver for increases to materials and contracts aligned to CPI is the forecast underlying inflation rate. This is sourced through the Deloitte Access Economics Business Outlook Publication. Given the current uncertainty regarding inflation, a further 1.0% contingency has been factored into the corporate assumptions. Council continues to closely monitor changes to inflation and will identify any budgetary impact as part of the budget review process.										
Street Lighting	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%
Street Lighting charges comprise of the asset cost, retail supply of electricity and network charges and taxes. Forecast expenditure in relation to street lighting expenses is aligned to urban development within greenfield sites which will involve the installation of street lighting in line with development requirements. There will be expected savings in Council's streetlighting now that the LED Conversion project is complete across the LGA.										
Insurance Premiums	12.5%	15.0%	15.0%	15.0%	15.0%	15.0%	15.0%	15.0%	15.0%	15.0%
Insurance premium costs are set to increase by 12.5% in 2024/25 as advised by Council's insurer. For future years the increase has been estimated at 15.0% per annum. These increases represent both an increase in insurable assets which is directly linked to growth but also a conservative estimate to recognise the cost of significant and claims relating to recent natural disasters and the ongoing impact of climate change.										
Utility Costs	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
Utility costs continue to be set above underlying inflation projections, which is consistent with historical costs. Council has a number of solar installations on major Council buildings, however the continued roll out of alternative energy sources (solar and battery storage) should result in their being greater certainty regarding the cost of utility (electricity) expenditure in the medium to long term.										



Expenditure Budget Assumption	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34
Borrowing Costs										
Interest Rate - (10 Years)	5.5%	5.25%	5.0%	4.75%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%
Interest Rate - (20 Years)	6.0%	5.75%	5.5%	5.25%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
Comments: Council’s projected loan liability as at 30 June 2025 is \$65.1 million, which is expected to increase to \$97.2 million by the end of 2033/34. Council uses a combination of both current market rates (for short term projections) sourced through TCorp and the Deloitte Access Economics Business Outlook Publication (for long term projections) to forecast projected loan interest rates. Note an additional factor is included of approx. 1% to ensure Council maintains a conservative position in the LTFP. All loans are indicative and are reviewed by Council as part of the annual budget process. Projections will also include the renegotiation of the central administration building (stage one) loan which will require renegotiation in December 2025.										



Expenditure Budget Assumption	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34
Asset Related Expenses										
Asset Maintenance Increase	-	\$0.05M	\$0.28M	\$0.22M	\$0.23M	\$0.52M	\$1.00M	\$1.50M	\$2.0M	\$2.5M
Council anticipates a requirement for increasing Asset Maintenance in line with the growth in the asset base. The amounts shown above are in addition to existing budgets. Additional funding is required for Buildings, Open Space, Transport Infrastructure and Drainage. The forecasts shown in this document reflect the forward allocations included in the 2024/25 Budget and LTFP.										
Asset Renewal Increase	\$1.5M	\$2.3M	\$3.1M	\$2.8M	\$3.0M	\$3.1M	\$6.3M	\$7.4M	\$8.6M	\$9.8M
Funding is allocated in the annual budget to ensure existing assets remain safe, accessible and fit for purpose. The current backlog as at June 2023 to bring infrastructure back to a satisfactory standard was 1.19%. The industry benchmark is to have a backlog of less than 2% of total asset infrastructure. To ensure this backlog does not grow, Council's Asset Management team utilises forecast software (Maloney Modelling) to determine the level of funding which should be allocated to asset renewal. The amounts shown above are in addition to existing budgets. Additional funding is required for Buildings, Open Space, Transport Infrastructure and Drainage. The forecasts shown in this document reflect the forward allocations included in the 2024/25 Budget and LTFP and they have been prepared in consultation with the Assets Team. The 2024/25 Budget includes year 2 of the continuation of the Community Infrastructure Renewal Program which includes \$5 million over 2023/24 to 2026/27 for asset renewal projects. Council has an established Asset Renewal Reserve which can be used for immediate renewal works which are not factored into the Annual Budget. The current balance of this reserve is \$314K.										
Forecast Depreciation	\$33.9M	\$37.6M	\$42.5M	\$45.9M	\$46.8M	\$47.8M	\$49.1M	\$51.1M	\$52.4M	\$53.2M
The Long-Term Financial Plan includes the projected depreciation costs for new assets which are dedicated to Council through the development process (through Developer Contributions & Voluntary Planning Agreements) and new works which have been identified within Council's Capital Works Program. Depreciation is a non-cash amount which has no impact on Council's cash budget. For external reporting purposes depreciation is an expense as it measures asset consumption. The forecasts shown in this document reflect the updated allocations for the 2024/25 Budget and LTFP taking into consideration the Capital Works Program. The future years forecasts for deprecation include anticipated economies of scale as the Council grows.										



Long Term Financial Plan – Financial Model

Council has updated its long term financial plan base model to reflect the changes outlined in the assumptions described earlier in this document. The financial model is for a period of 10 years. It considers current services and service levels, workforce planning and asset management. The model also includes increases in income and expenditure as a result of growth.

Like all businesses, Council must budget and prioritise the allocation of its resources. Council has determined the community's priorities through both community consultation and Council's Community Strategic Plan.

	Base Model
Existing Service Levels	Maintained
Rate Peg Inclusive of Population Growth Factor	Included
Workforce Planning Requirements	Funded
Asset Management Maintenance & Renewal	Funded (Part)
Community Infrastructure Renewal Program	Funded
Western Sydney Infrastructure Grants	Included
Community Support Package (COVID-19) (Stage 3)	Funded

Maintaining Existing Service Levels

This plan allows for:

- the existing range of services provided by Council,
- maintaining the existing standards and levels of these services.

While it is anticipated that service priorities will change as population grows, it is not envisaged the range of services, nor the standards at which they are delivered will change significantly. Council will engage with the community as part of the Integrated Planning and Reporting Framework to validate this assumption.

Rating Income

In November 2023, the Independent Pricing and Regulatory Tribunal (IPART) announced that the 2024/25 rate peg would be set using a new rate peg methodology. Under the new calculation methodology, the rate peg is determined using a Base Cost Charge, which considers three major areas of expenditure. This includes employee costs, asset costs and all other operating costs. The final rate peg is then adjusted by a productivity factor, a population factor for each council and an ESL factor for each council.

The total rate peg approved by IPART for Camden for the 2024/25 financial year is 8.2%. IPART have recently commenced a review into the financial model for councils in NSW. Council will actively monitor and provide input into this important review.



For future years, rate income has been set at a level of 5% per annum which is considered to be a conservative assumption.

Workforce Planning

Council's Workforce Management Plan aims to ensure that as an organisation, Council has the right people, in the right place, at the right time.

The Workforce Management Plan plays an important role in achieving the goals outlined in Council's Delivery Program. The Workforce Management Plan allows for an additional 147.7 positions over the next ten years. These positions are critical in ensuring that Council is able to provide the range of services and maintain service levels to a standard the community expects.

Asset Management - Maintenance

Council's current maintenance program is approx. \$21 million across all asset classes (includes open space maintenance). Council's updated Asset Management Plan identifies a significant increase in both asset maintenance and infrastructure renewal funding allocations. This is primarily a result of the growth in Council's asset base over the next ten years.

Funding has been allocated in Council's Long Term Financial Plan to reflect this additional infrastructure. The funding required has been phased in over time to align with the Council's Asset Management Plan and funding availability. Additional funding requests for asset maintenance and infrastructure renewal are considered annually as part of the budget process and is informed by the timing and handover of assets to Council.



Community Infrastructure Renewal Program

As the population of Camden grows, so does our infrastructure base, this includes roads, drainage, parks and community buildings. To ensure Council maintains its infrastructure in a good condition, Council has adopted a number of renewal programs over the past 10 years.

The 2023/24 Budget and Capital Works program included an extension of the successful Community Infrastructure Renewal Program from 2023/24 to 2026/27. These works are summarised below:

Proposed Community Infrastructure Renewal Program					
Item	2023/24	2024/25	2025/26	2026/27	TOTAL
Buildings	\$590,000	\$250,000	\$900,000	\$600,000	\$2,340,000
Playgrounds	\$145,000	\$555,000	\$350,000	\$325,000	\$1,375,000
Open Space	\$135,000	\$235,000	\$175,000	\$255,000	\$800,000
Sportsgrounds	\$130,000	\$130,000	\$130,000	\$95,000	\$485,000
Total Program	\$1,000,000	\$1,170,000	\$1,555,000	\$1,275,000	\$5,000,000

The Community Infrastructure Renewal Program is funded through a combination of internal cash reserves (\$1 million) and external loan borrowings (\$4 million).

COVID-19 Community Support Package Stage 3

The draft 2024/25 capital works includes the continuation of the COVID 19 Community Support Package Stage 3 which focuses on recovery and generating investment into our community following the COVID-19 pandemic. The total support package, valued at \$127M million over four years, includes a Sportsground Improvement Program.

Western Sydney Infrastructure Grants

In 2022, the NSW State Government announced the WestInvest Program, a \$5 billion program to fund infrastructure projects that will improve liveability across Western Sydney. Under the program, \$3 billion was allocated to NSW Government agencies and \$2 billion was allocated to community projects.

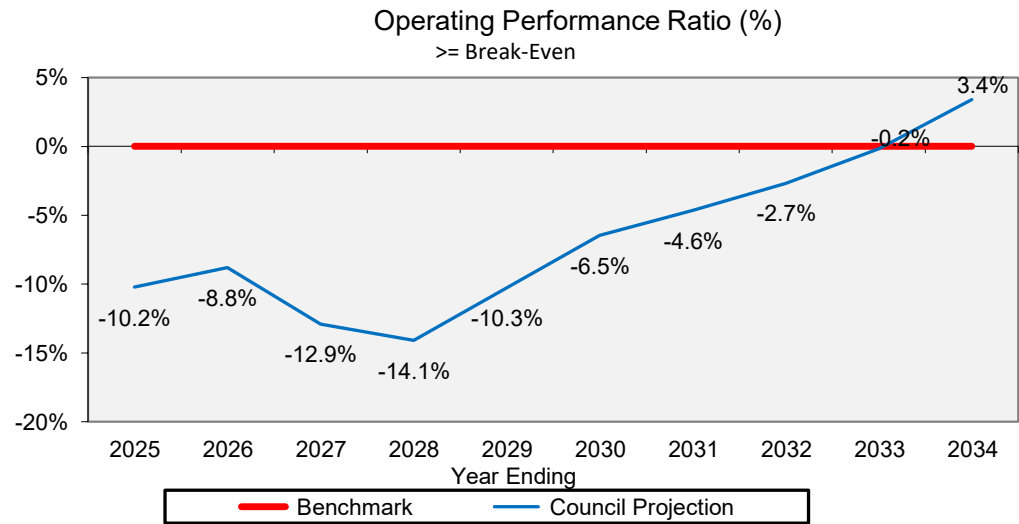
Council was successful in securing funding for 11 projects under the WestInvest Program totalling \$132 million which included the contingency amounts which are only allocated to projects following review and agreement with the grant body.

Ratio Analysis and Long-Term Financial Sustainability

This section of the plan summarises the key financial ratio's that assist councils to determine their financial health and sustainability.

Operating Performance Ratio

This ratio measures Council's ability to fund operations now and into the future. The benchmark for this ratio is to be greater than or equal to break-even - average over 3 years.



Financial Year:	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Benchmark > or =	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
LTFP	-10.2%	-8.8%	-12.9%	-14.1%	-10.3%	-6.5%	-4.6%	-2.7%	-0.2%	3.4%

Total continuing operating revenue (exc. capital grants & contributions) less operating expenses

Total continuing operating revenue (exc. capital grants & contributions)



Comments

The Camden LGA is one of the fastest growing areas in NSW. This brings the challenge of planning and delivering service demand and infrastructure sometimes years before additional income is realised through growth.

Rates and annual charges income is expected to double over the next 10 years, providing greater economies of scale in the later years of the long term financial plan. The Operating Performance Ratio remains below breakeven predominately due to high depreciation expense, resulting from infrastructure constructed for future growth in the area.

A Council undertaking greenfield developments cannot decide to deliver infrastructure once the population is fully realised, it must deliver services and infrastructure from the time growth commences. It is expected that this ratio will continue to improve over time as Council's economies of scale increases.

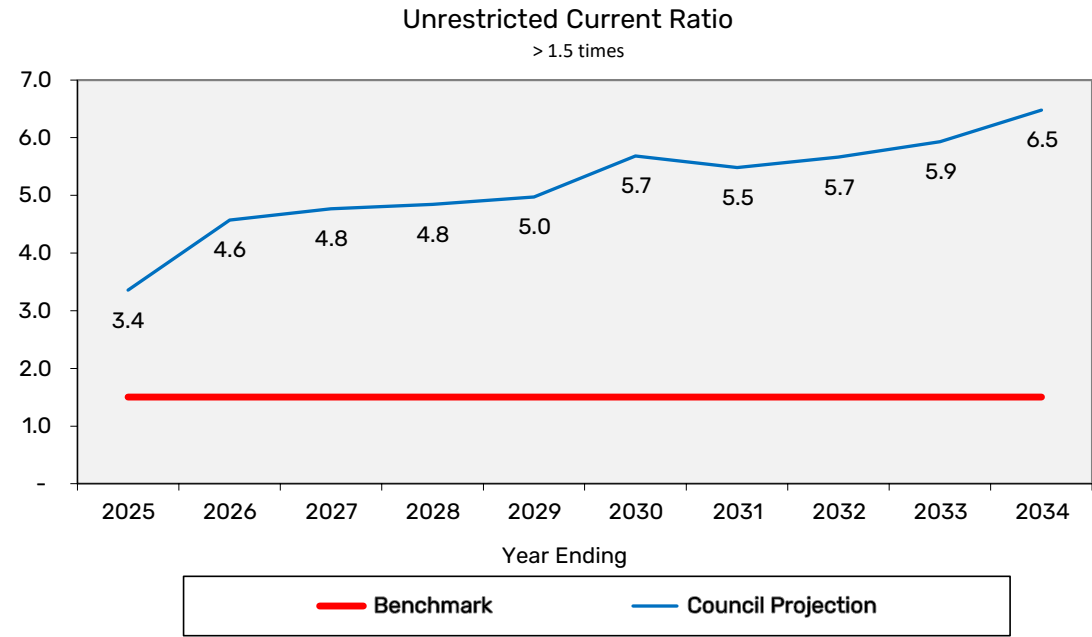
It is important to note that the operating performance ratio is not a measure of the Council's budget or cash position. Council has a history of adopting balanced budgets and prudently managing expenditure throughout the year to ensure at each quarterly budget review the budget remains in a balanced or surplus position. Council's cash reserves and ability to fund debt (borrowings) are in a strong position.

The operating performance ratio decline in the first three years is driven primarily through an expected increase in domestic waste disposal costs. Council planned for this increase through the introduction of a DWM reserve in 2015/16 with its purpose to reduce the need for significant increases in DWM charges upon entering a new contract. The correlating increase in DWM charges is not expected to cover the additional disposal costs until the 2027/28 financial year, the budget in the first three years is part funded through the transfer of cash from the DWM reserve.



Unrestricted Current Ratio

This ratio measures Council’s ability to fund short term financial obligations such as loans, payroll and leave entitlements (measures liquidity). The benchmark for this ratio is greater than 1.5: 1.



Financial Year:	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Benchmark >	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50
LTFP	3.4	4.6	4.8	4.8	5.0	5.7	5.5	5.7	5.9	6.5

Current assets less all external restrictions

Current liabilities less specific purpose liabilities

Comments

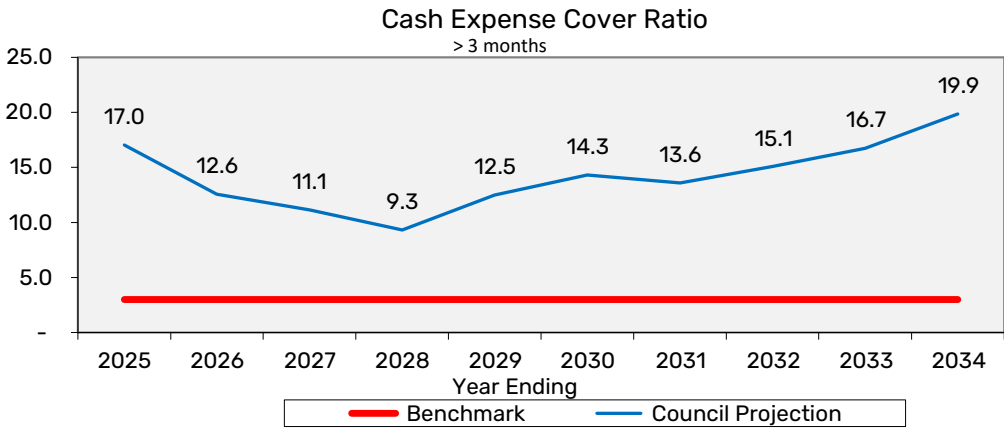
This indicator measures Council’s ability to fund its short-term liabilities. It is estimated in 2024/25 that Council will have \$3.40 to fund every \$1 of liability. Forecasts indicate that Council will remain above benchmark levels over the life of the plan, demonstrating Council’s strong cash position.

The ratio improves in later years due to an improved cash position when additional rating income is available. This reflects the ability for Council to allocate funds for future infrastructure requirements such as Community Infrastructure in Growth Areas which are not funded through Developer Contributions.



Cash Expense Cover Ratio

This ratio indicates the number of months Council can continue paying for its immediate expenses without additional cash inflow. The benchmark for this ratio is greater than 3 months.



Financial Year:	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Benchmark >	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
LTFP	17.0	12.6	11.1	9.3	12.5	14.3	13.6	15.1	16.7	19.9

Cash and cash equivalents incl. term deposits

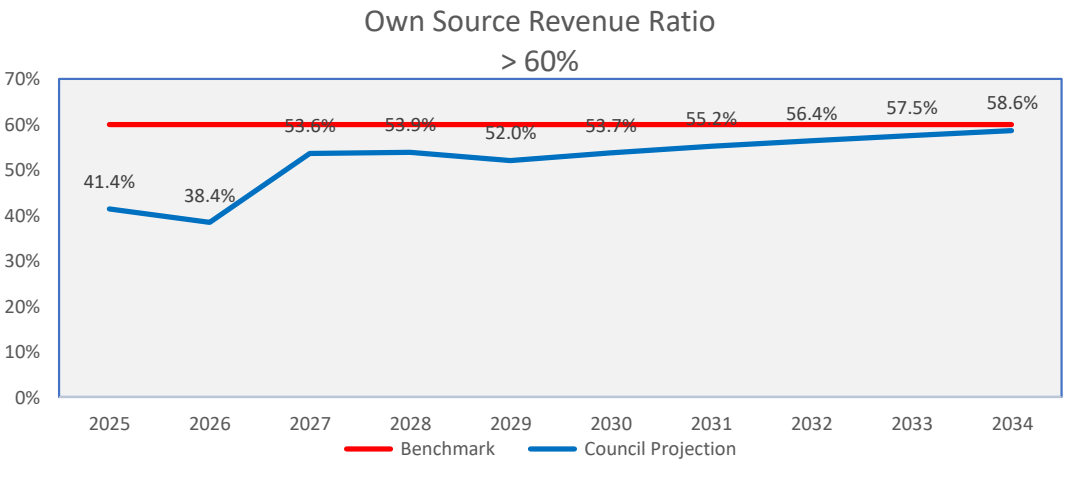
Payments of operating & financing activities

Comments

Council’s forecast cash expense cover ratio is well above the benchmark over the life of the plan. This represents Council’s strong liquidity position. It should be noted that for 2024/25 and 2025/26 there is a large capital works program primarily related to the Community Support Package Stage 3, WestInvest projects and the Leppington Program so the amount of cash being held will increase to fund these programs. The timing of the receipt of cash (including loans) and expenditure will also impact this ratio.

Own Source Revenue Ratio

This ratio measures Council’s reliance on external funding (fiscal flexibility). The benchmark for this ratio is to be greater than 60 % - average over 3 years.



Financial Year:	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Benchmark >	60.0%	60.0%	60.0%	60.0%	60.0%	60.0%	60.0%	60.0%	60.0%	60.0%
LTFP	41.4%	38.4%	53.6%	53.9%	52.0%	53.7%	55.2%	56.4%	57.5%	58.6%

Total continuing operating revenue less all grants & contributions

Total continuing operating revenue (incl. of capital grants & contributions)

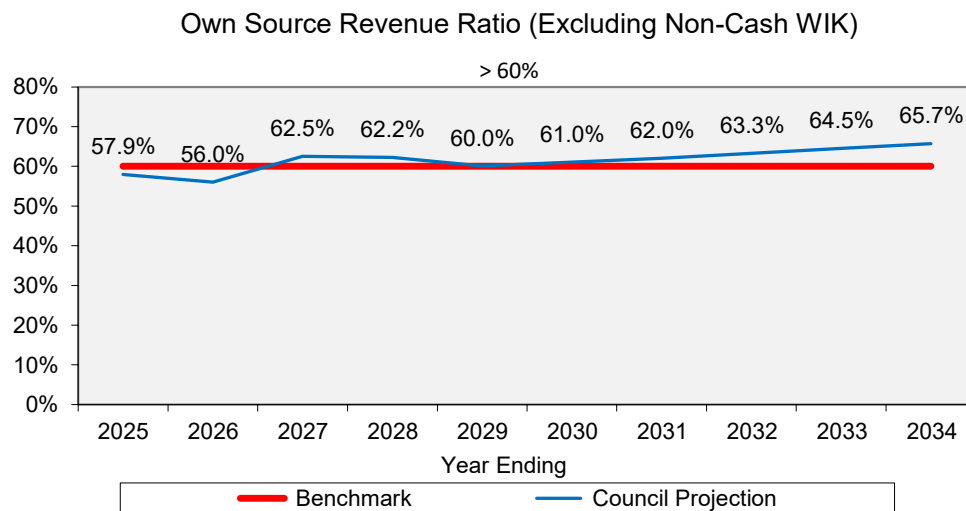
Comments

Council receives a significant amount of non-cash capital income which distorts this ratio. The non-cash capital income is due to the high level of development infrastructure delivered through Works In-Kind Agreements or Voluntary Planning Agreements and Section 80A dedications. The ratio is also impacted in the first two years due to the funding secured under Western Sydney Infrastructure Grants and the Accelerated Infrastructure Fund.



Own Source Revenue Ratio (Excluding Non-Cash Capital Income)

This ratio measures Council's reliance on external funding (fiscal flexibility). The benchmark for this ratio is to be greater than 60 % - average over 3 years.



Financial Year:	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Benchmark >	60.0%	60.0%	60.0%	60.0%	60.0%	60.0%	60.0%	60.0%	60.0%	60.0%
Scenario 2	57.9%	56.0%	62.5%	62.2%	60.0%	61.0%	62.0%	63.3%	64.5%	65.7%

Total continuing operating revenue less all grants & contributions
 Total continuing operating revenue (excl. of non-cash capital grants & contributions)

Comments

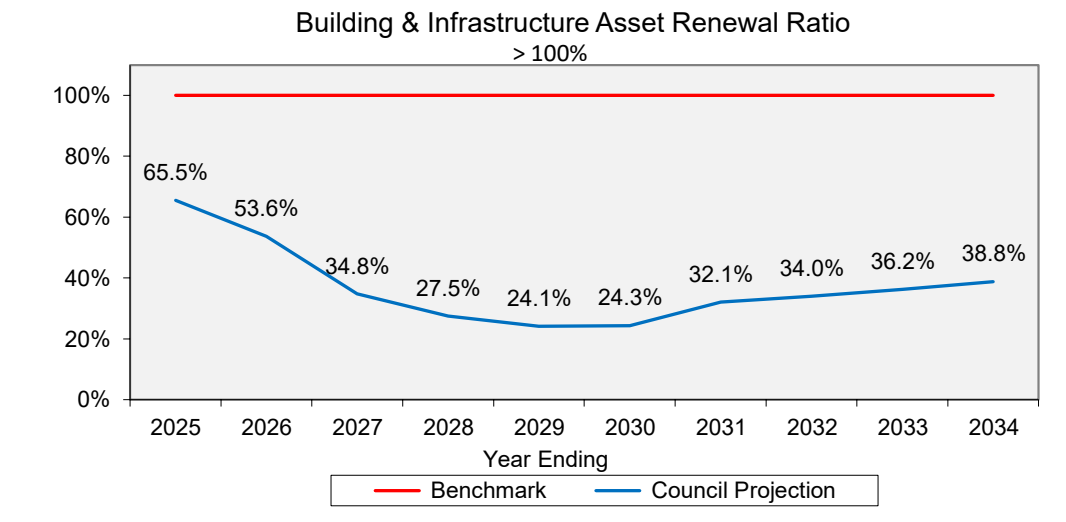
Council receives a significant amount of non-cash capital income which distorts this ratio. The non-cash capital income is due to the high level of development infrastructure delivered through Works In-Kind Agreements or Voluntary Planning Agreements and Section 80A dedications. The ratio is also impacted in the first two years due to the grant funding secured from the Western Sydney Infrastructure Grants Program and from the Accelerated Infrastructure Program.

Once the non-cash income for dedicated assets has been eliminated from this ratio calculation, Council exceeds this benchmark from the 2026/27 financial year.



Building & Infrastructure Asset Renewal Ratio

This ratio measures the rate at which assets are being renewed relative to the rate at which they are being consumed (depreciated). The benchmark for this ratio is to be greater than 100 % - average over 3 years.



Financial Year:	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Benchmark >	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
LTFP	65.5%	53.6%	34.8%	27.5%	24.1%	24.3%	32.1%	34.0%	36.2%	38.8%

Asset renewals (building & infrastructure)

Depreciation, amortisation & impairment (building & infrastructure)

Comments

This ratio is impacted by the significant level of development and infrastructure assets expected to be constructed over the next 10 years. Over 40% of Council’s total infrastructure assets are new or less than 10 years old, and this proportion is expected to grow over the next 10 years. Council will therefore not be required to renew these assets in the near future.

Camden’s unique growth in infrastructure assets means Council will find it difficult to meet this renewal ratio. In fact, it would be financially irresponsible if Council were to achieve this ratio as a large proportion of Council’s infrastructure base is new and in a good condition.

In preparation for future renewal expense, Council created an Asset Renewal Reserve and continues to allocate funds to this reserve. It should be noted that the transfer of funds to reserve cannot be included as an expense in this ratio. This transfer reflects prudent



forward financial planning and acknowledgement that asset renewal will be required in the longer term.

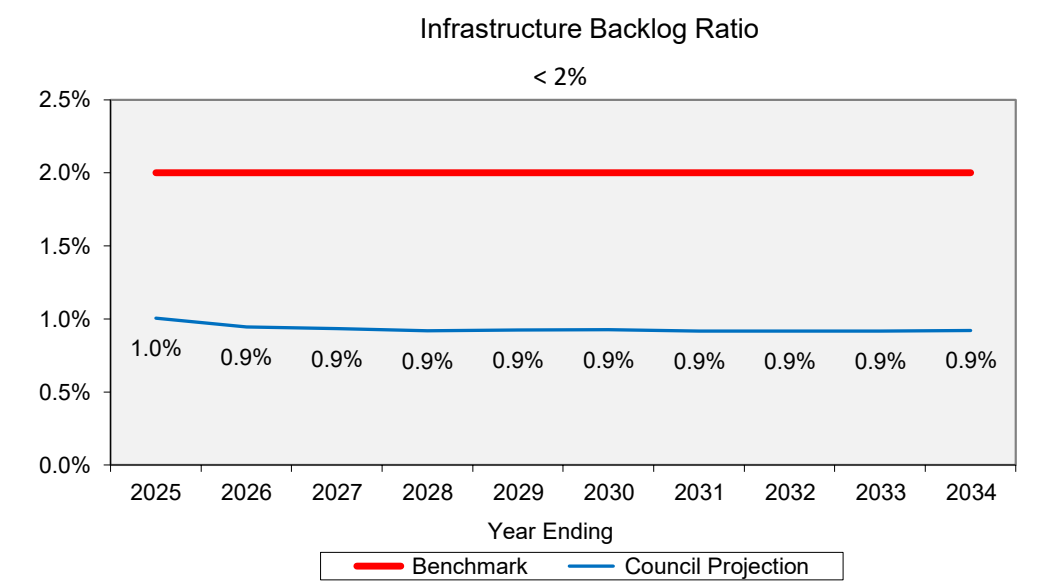
Council is also addressing asset renewal in older suburbs through the continuation of the Community Infrastructure Renewal Program (CIRP) which sees \$5 million invested in asset renewal from 2023/24 to 2026/27.

The ratio is also impacted in the first two years as there will be an increase in asset renewal expenditure which is to be funded through the Community Support Package Stage 3, the WestInvest Program and the Leppington Program.



Infrastructure Backlog Ratio

This ratio measures the proportion of the infrastructure backlog against the total value of Council’s infrastructure asset base. The benchmark for this ratio is less than 2%.



Financial Year:	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Benchmark <	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
LTFP	1.0%	0.9%	0.9%	0.9%	0.9%	0.9%	0.9%	0.9%	0.9%	0.9%

Estimated cost to bring assets to a satisfactory condition

Total (WDV) of infrastructure, buildings, other structures and depreciable land improvement assets

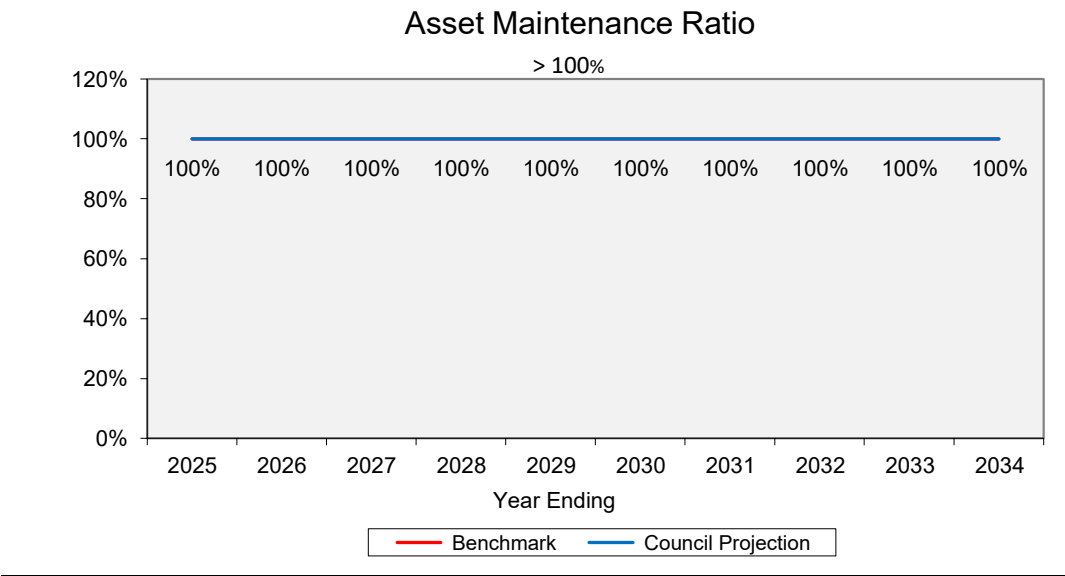
Comments

Camden’s rapid growth forecasts will result in a significant proportion of new assets to be constructed each year. This ratio improves as a result of the magnitude of new assets being received through development and renewal/maintenance programs Council already has in place.



Asset Maintenance Ratio

This ratio compares the actual versus required annual asset maintenance. The benchmark for this ratio is to be greater than 100 % - average over 3 years.



Financial Year:	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Benchmark <	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
LTFP	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%

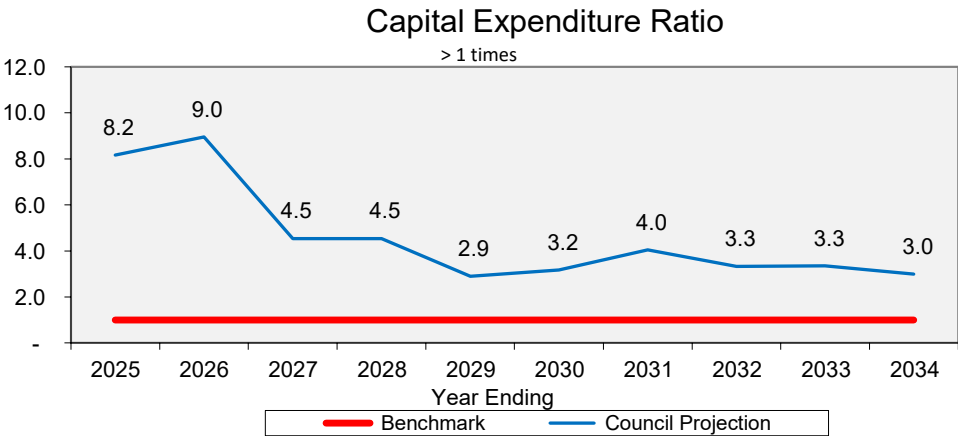
Comments

Council continues to spend its required asset maintenance on an annual basis and is meeting the requirements of this ratio.



Capital Expenditure Ratio

This ratio indicates the extent Council is expanding its asset base through capital expenditure on both new assets and the replacement and renewal of existing assets. The benchmark for this ratio is greater than 1: 1.



Financial Year:	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Benchmark >	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
LTFP	8.2	9.0	4.5	4.5	2.9	3.2	4.0	3.3	3.3	3.0

Annual capital expenditure

Annual depreciation

Comments

This ratio provides a good indication of how fast Council’s infrastructure asset base is growing. Council’s growth forecasts will result in a significant proportion of new assets constructed each year. Council’s increasing infrastructure will be managed through the continuation of asset related programs, the use of leading asset management practices that is supported by a dedicated asset management function.

The significant increase in the ratio over the first two financial years reflects the projects to be delivered under the Community Support Package Stage 3, the WestInvest Program and other significant grant projects such as the Accelerated Infrastructure Program.

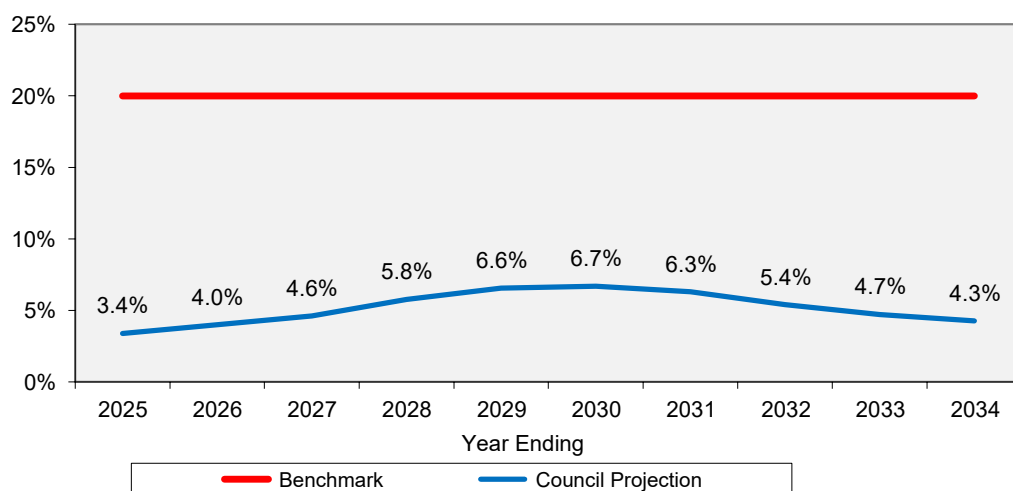


Debt Service Ratio

This ratio indicates whether Council is using debt wisely to share the life-long cost of assets and avoid excessive rate increases. The benchmark for this ratio is to be greater than 0% and less than or equal to 20% - average over 3 years.

Debt Service Ratio

Less than 20%



Financial Year:	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Benchmark <	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%
LTFP	3.4%	4.0%	4.6%	5.8%	6.6%	6.7%	6.3%	5.4%	4.7%	4.3%

Cost of debt service (interest expense & principal repayments)

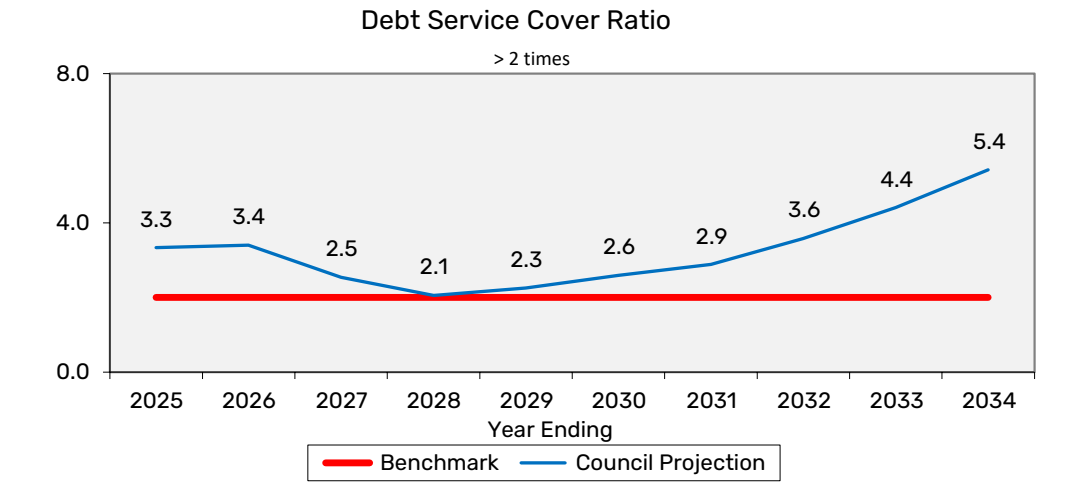
Total continuing operating revenue (exc. capital grants & contributions)

Comments

Council continues to use debt prudently, balancing the level of debt, capacity to borrow and the opportunity cost of borrowing to ensure inter-generational equity in a rapidly growing environment. As Council grows there will be greater pressure to borrow in order to construct the infrastructure required to support our community. Council has deliberately maintained a strong borrowing capacity for this purpose.

Debt Service Cover Ratio

This ratio measures the availability of operating cash to service debt including interest, principal and lease payments. The benchmark for this ratio is great than 2.



Financial Year:	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Benchmark >	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
LTFP	3.3	3.4	2.5	2.1	2.3	2.6	2.9	3.6	4.4	5.4

Operating result before capital excl. interest, depreciation, impairment & amortisation

Principal repayments and borrowing costs

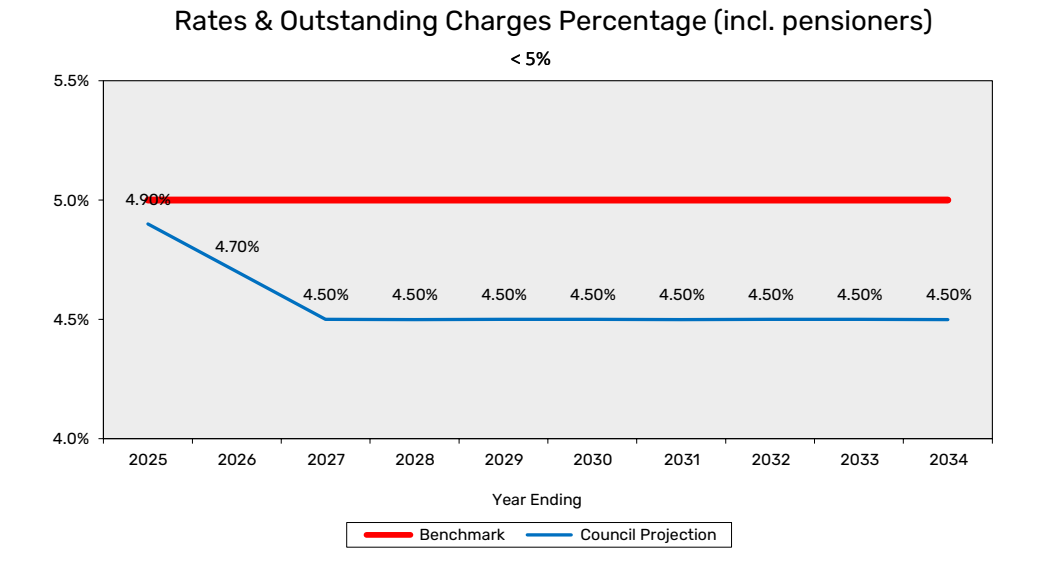
Comments

Council’s Long Term Financial Plan considers existing loans and proposed new loans. With the inclusion of the proposed borrowings, Council’s forecast position remains above benchmark and steadily improves over the life of the plan.



Rates & Outstanding Charges Ratio

This ratio assesses the impact of uncollected rates and annual charges on liquidity and the adequacy of recovery efforts. The benchmark for this ratio is less than 5%.



Financial Year:	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Benchmark <	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
Target	4.9%	4.7%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%

Rates & annual charges outstanding

Rates & annual charges collectible

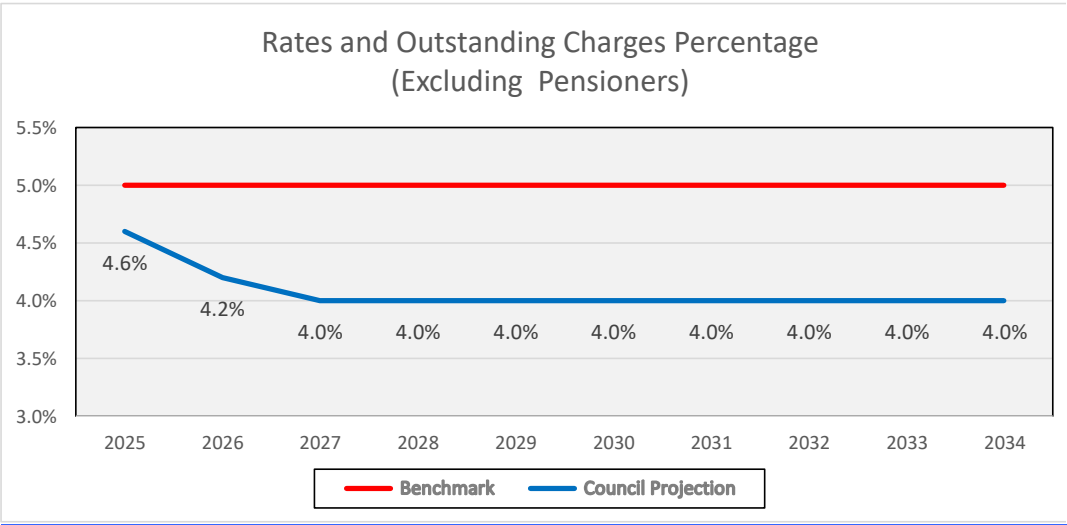
Comments

As anticipated, this ratio rose above the benchmark during the 2020/21 and 2021/22 financial years due to the impact of COVID-19 and the hardship provisions available to our community for the payment of rates during the pandemic.

Under the initial support package Council did not take legal action against any landowner for the recovery of rates. Council reintroduced debt recovery action in late 2022 and is continuing to work with residents who are experiencing financial hardship either as a result of COVID-19 or cost of living pressures. A large number of these residents have entered into payment arrangements. This ratio will continue to improve over the next 12 months.

Rates & Outstanding Charges Ratio (excluding Pensioners)

This ratio excludes the rates outstanding from pensioners and assesses the impact of uncollected rates and annual charges on liquidity and the adequacy of recovery efforts. The benchmark for this ratio is less than 5%.



Financial Year:	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Benchmark <	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
Target	4.6%	4.2%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%

Rates & annual charges outstanding (excl. of pensioners)

Rates & annual charges collectible

Comments

Council’s current practice is not to actively pursue outstanding rates from properties which have a valid pension rebate granted to the owners. This has been a long standing practice. Council’s rating policy for pensioners with rates and charges that remain outstanding for 5 years is to enter into a deed of agreement or arrangement to secure the repayment of the amount outstanding in future years.

As with the previous ratio, the measures put in place during the pandemic increased the rates outstanding during the 2020/21 and 2021/22 financial years. Council reintroduced debt recovery action in late 2022 and is continuing to work with residents who are experiencing financial hardship either as a result of COVID-19 or cost of living pressures. A large number of these residents have entered into payment arrangements. This ratio will continue to improve over the next 12 months.



Sensitivity Analysis and Risk Assessment

The major risk factor in each of these financial scenarios continues to be the growth assumptions. Camden is part of the South West Growth Sector. Our population is expected to increase to approx. 240,000 residents by 2041, the timing of this growth is critical to the outcomes of this plan.

In preparing this plan, Council has taken careful consideration of the following factors:

- State Government Land Release Policy (land rezoning),
- Housing schemes that promote sales,
- Economic conditions and the impact on developers and home buyers,
- Council's capacity to deliver subdivisions (staffing),
- The relationship between population growth and land release,
- The impact growth has on service levels,
- Feedback from developers on current market conditions,
- The difference in timing between increases in expenditure and the realisation of additional income through rates,
- The impact of rail infrastructure to be delivered into the Camden LGA will have a significant impact on population estimates as it will result in higher densities of growth.

Council has very little control over many of these factors and therefore must respond to change quickly. To assist in managing this risk Council has developed the following strategies:

- Regular meetings with key Strategic and Development staff to discuss corporate assumptions about growth,
- Council's LTFP is updated quarterly as part of the quarterly budget review process, where significant changes are identified.
- Liaise with State agencies to discuss the timing of land release,
- Historical analysis of financial outcomes (what can we learn from past assumptions).

Other risk factors which have been assessed in this plan include:

Dedication of assets to Council

The majority of infrastructure (roads, bridges, drainage and buildings) and open space is dedicated to Council through Works in Kind Agreements, Voluntary Planning Agreements or as a condition of development consent (S80A).

The magnitude of assets dedicated to Council is significant. The value and timing of these assets is extremely difficult to predict. Although Council has some control over when it will accept assets from developers, Council must still plan for increases in its operational budget (including workforce planning) to maintain the new assets. This is considered a key risk factor and is continually monitored to ensure long-term planning estimates are accurate.



Depreciation Expense

From a recurrent operations perspective, the increasing depreciation expense is a significant issue for Council. The impact of depreciation expense is significant due to a unique environment of substantial growth, Council's current economies of scale and the method used to calculate depreciation expense.

Council is currently constructing or receiving dedicated assets that provide for a population in the future. The straight-line method of calculating depreciation expense does not consider growth or the current population, meaning the expense is representative of a higher capacity to pay or greater economies of scale. There is also a timing issue to consider, Council must provide for infrastructure now, this cannot be done after the population arrives. There is a balance between what the current population is responsible for and those who are not yet part of our community.

Developer Contributions Cash Reserves

Council continues to review Developer Contribution plans to ensure cash flow is consistent with the timing of planned capital works programs. Plans are assessed for cash shortfalls and if required other funding sources identified. At its meeting of 10 October 2023, Council resolved to adopt a new Developer Contributions Plan portfolio, which came into force on 20 October 2023. This included the creation of a new Section 7.12 Contributions Plan, the retirement of a number of old Contributions Plans and amendments to the Camden Contributions Plan 2011.

The Section 7.11 cap placed on contributions from developers and the removal of some infrastructure (non-essential) unable to be funded through Section 7.11 has made delivering Greenfield sites challenging.

Leppington Growth areas and funding required

While some acquisitions have commenced in key areas, work continues to identify additional funding required to support land acquisitions in Leppington.

Increasing land valuations, hardship claims and additional lot acquisitions unable to be funded from Developer Contributions remain the key funding risks to Council's long term financial sustainability. Council continues to consult with Government on finding a whole of Government solution.

Economic Uncertainty/Global Events

Council continues to closely monitor the current economic climate with uncertainty in relation to inflation and supply chain concerns for goods and materials. Any significant changes will be identified at quarterly reviews of the budget.



Conclusion

Camden's extraordinary growth is challenging, but with prudent long-term thinking, there is a great opportunity to deliver services and infrastructure in a sustainable, well-designed way. Smarter thinking allows greater use of facilities which saves money and results in greater benefits to our community and environment. The LTFP has been prepared using local knowledge and economy, respected economic publications, and historical data.

The LTFP assists Council to understand its financial capacity, financial sustainability and how it financially supports the outcomes in the Delivery Program to ensure service demand and service levels are maintained into the future.



Appendices: Long Term Financial Plan – Financial Statements



Camden Council Long Term Financial Plan 2024/25 - 2033/34 (8.2% / 5%)										
Income Statement Projections										
	Delivery Program 2022/23 - 2025/26		Delivery Program 2026/27 - 2029/30				Delivery Program 2030/31 - 2033/34			
Year Ending	2025 \$000s	2026 \$000s	2027 \$000s	2028 \$000s	2029 \$000s	2030 \$000s	2031 \$000s	2032 \$000s	2033 \$000s	2034 \$000s
Income from Continuing Operations										
Rates and Annual Charges	112,010	122,206	132,813	144,116	156,729	170,611	184,477	199,334	215,461	233,384
User Charges and Fees	24,886	26,213	27,355	28,450	29,797	30,768	31,745	32,766	33,811	34,892
Interest & Investment Revenue	11,989	8,426	5,288	4,361	5,467	5,761	4,388	4,073	4,167	4,228
Other Revenues	1,264	1,523	1,561	1,600	1,644	1,688	1,730	1,773	1,819	1,867
Other Income	7,743	7,813	7,886	7,961	8,943	9,028	9,107	9,189	9,280	9,371
Grants & Contributions for Operating Purposes	9,761	9,970	10,105	10,818	11,374	11,686	11,974	12,279	12,585	12,895
Grants & Contributions for Capital Purposes - Cash	105,009	125,002	96,466	102,425	123,399	127,320	129,793	131,305	133,092	135,335
Contributions for Capital Purposes - Non Cash (\$7.11 .S80A)	108,984	140,291	46,919	46,540	51,923	48,809	46,142	47,453	49,671	51,993
Proceeds from the Sale of Assets (Net)	0	5,500	2,500	0	0	0	0	0	0	0
Total Income from Continuing Operations	381,646	446,944	330,893	346,271	389,276	405,671	419,356	438,172	459,886	483,965
Expenses from Continuing Operations										
Employee Costs	73,369	77,400	81,386	84,744	88,472	91,743	96,089	100,624	104,889	109,248
Borrowing Costs	2,159	3,136	3,702	5,322	6,788	6,927	6,552	6,167	5,792	5,431
Materials and Contracts	72,983	77,032	81,523	86,436	91,063	95,058	99,960	105,339	111,193	115,205
Depreciation	33,934	37,596	42,521	45,889	46,814	47,762	49,087	51,085	52,433	53,219
Other Expenses	2,350	2,490	2,589	2,693	2,803	2,917	3,033	3,156	3,290	3,438
Total Expenses from Continuing Operations	184,795	197,654	211,721	225,084	235,940	244,407	254,721	266,371	277,597	286,541
Operating Result from Continuing Operations Surplus/(Deficit)	196,851	249,290	119,172	121,187	153,336	161,264	164,635	171,801	182,289	197,424
Net Operating Result for the year before Grants and Contributions provided for Capital Purposes Surplus/(Deficit)	(17,142)	(16,003)	(24,213)	(27,778)	(21,986)	(14,865)	(11,300)	(6,957)	(474)	10,096



Camden Council Long Term Financial Plan 2024/25 - 2033/34 (8.2% / 5%)									
Balance Sheet Projections									
	Delivery Program 2022/23 - 2025/26		Delivery Program 2026/27 - 2029/30				Delivery Program 2030/31 - 2033/34		
Year Ending	2025 \$000s	2026 \$000s	2027 \$000s	2028 \$000s	2029 \$000s	2030 \$000s	2031 \$000s	2032 \$000s	2033 \$000s
Current Assets									
Cash & Investments	228,081	178,511	168,009	149,051	211,323	254,083	253,279	291,596	336,852
Receivables	29,225	31,599	33,975	36,481	39,483	42,484	45,481	48,686	52,153
Inventories	350	369	391	414	436	455	479	504	532
Other (Includes Assets Held for Sale)	2,310	2,498	2,685	2,883	3,121	3,358	3,595	3,848	4,122
Total Current Assets	259,966	212,977	205,060	188,829	254,363	300,380	302,834	344,634	393,659
Non-Current Assets									
Receivables	5,369	5,821	6,282	6,768	7,316	7,899	8,481	9,104	9,777
Infrastructure, Property, Plant & Equip.	3,006,179	3,291,983	3,429,074	3,589,852	3,676,896	3,780,364	3,931,089	4,049,335	4,170,262
Investment Property	50,960	55,960	60,960	65,960	70,960	75,960	80,960	85,960	90,960
Intangible Assets	748	748	748	748	748	748	748	748	748
Right of Use Assets	2,431	2,431	2,431	2,431	2,431	2,431	2,431	2,431	2,431
Total Non-Current Assets	3,065,687	3,356,943	3,499,495	3,665,759	3,758,351	3,867,402	4,023,709	4,147,578	4,274,178
Total Assets	3,325,653	3,569,920	3,704,555	3,854,588	4,012,714	4,167,782	4,326,543	4,492,212	4,667,837
Current Liabilities									
Payables	37,480	38,238	39,068	39,975	40,831	41,575	42,482	43,475	44,555
Contract Liabilities	30,000	15,000	-	-	-	-	-	-	-
Borrowings	3,522	4,133	5,099	5,809	6,988	8,171	8,561	7,620	6,644
Provisions	15,509	15,897	16,294	16,701	17,119	17,547	17,986	18,436	18,897
Total Current Liabilities	86,511	73,268	60,461	62,485	64,938	67,293	69,029	69,531	70,096
Non Current Liabilities									
Payables	15	16	17	18	19	20	21	22	23
Borrowings	61,594	69,805	98,066	124,879	127,207	118,646	111,026	104,382	97,143
Provisions	308	316	324	332	340	349	358	367	376
Total Non Current Liabilities	61,917	70,137	98,407	125,229	127,566	119,015	111,405	104,771	97,542
Total Liabilities	148,428	143,405	158,868	187,714	192,504	186,308	180,434	174,302	167,638
Net Assets	3,177,225	3,426,515	3,545,687	3,666,874	3,820,210	3,981,474	4,146,109	4,317,910	4,500,199
Equity									
Retained Earnings	2,094,603	2,343,893	2,463,065	2,584,252	2,737,588	2,898,852	3,063,487	3,235,288	3,417,577
Revaluation Reserves*	1,082,622	1,082,622	1,082,622	1,082,622	1,082,622	1,082,622	1,082,622	1,082,622	1,082,622
Total Equity	3,177,225	3,426,515	3,545,687	3,666,874	3,820,210	3,981,474	4,146,109	4,317,910	4,500,199
* Note: Council's Long Term Financial Plan does not include any assumptions regarding long term movements to the Revaluation Reserve.									



Camden Council Long Term Financial Plan 2024/25 - 2033/34 (8.2% / 5%)										
Cash Flow Statement Projections										
Year Ending	Delivery Program 2022/23 - 2025/26		Delivery Program 2026/27 - 2029/30				Delivery Program 2030/31 - 2033/34			
	2025 \$000s	2026 \$000s	2027 \$000s	2028 \$000s	2029 \$000s	2030 \$000s	2031 \$000s	2032 \$000s	2033 \$000s	2034 \$000s
Cash Flows from Operating Activities										
Receipts - Operating Activities	272,240	300,986	281,586	300,148	338,057	357,816	374,473	392,313	412,172	434,182
Payments - Operating Activities	(157,267)	(166,378)	(176,089)	(185,908)	(195,862)	(204,693)	(214,774)	(224,226)	(234,300)	(243,032)
Net Cash Provided by (or used in) Operating Activities	114,973	134,608	105,497	114,240	142,195	153,123	159,699	168,087	177,872	191,150
Cash Flows from Investing Activities										
Receipts - Property, Plant & Equipment	3,027	3,001	662	811	483	615	579	538	421	649
Receipts - Sale of Biodiversity Credits	3,000	-	-	-	-	-	-	-	-	-
Receipts - Investment Securities	225,750	237,040	248,890	261,330	274,400	288,120	302,530	317,660	333,540	350,220
Purchases - Property, Plant & Equipment, Intangible Assets	(167,868)	(196,355)	(145,766)	(161,727)	(83,646)	(102,537)	(152,256)	(122,431)	(125,730)	(107,050)
Purchase - Investment Securities	(225,750)	(237,040)	(248,890)	(261,330)	(274,400)	(288,120)	(302,530)	(317,660)	(333,540)	(350,220)
Net Cash Provided by (or used in) Investing Activities	(161,841)	(193,354)	(145,104)	(160,916)	(83,163)	(101,922)	(151,677)	(121,893)	(125,309)	(106,401)
Cash Flow from Financing Activities										
Receipts - Loan Borrowings	18,911	13,310	34,070	33,800	10,500	-	-	-	-	-
Payments - Principal Repayments	(3,523)	(4,134)	(4,965)	(6,082)	(7,260)	(8,441)	(8,826)	(7,877)	(7,307)	(7,240)
Net Cash Provided by (or used in) Financing Activities	15,388	9,176	29,105	27,718	3,240	(8,441)	(8,826)	(7,877)	(7,307)	(7,240)
Net Increase/(Decrease) in Cash Assets Held	(31,480)	(49,570)	(10,502)	(18,958)	62,272	42,760	(804)	38,317	45,256	77,509
Cash Assets (incl.investments) at Beginning of Reporting Period	259,561	228,081	178,511	168,009	149,051	211,323	254,083	253,279	291,596	336,852
Cash Assets (Including Investments) at End of Reporting Period	228,081	178,511	168,009	149,051	211,323	254,083	253,279	291,596	336,852	414,361



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WESTERN SYDNEY REGIONAL AFFORDABLE HOUSING CONTRIBUTION SCHEME DRAFT





WESTERN SYDNEY
DRAFT REGIONAL AFFORDABLE HOUSING CONTRIBUTION SCHEME

November 3, 2023

Acknowledgement of Country

The Western Sydney Planning Partnership acknowledges more than 60,000 years of continuous Aboriginal connection to the land that makes up NSW.

We acknowledge and pay our respects to the traditional custodians of Country within Western Sydney. As part of the world's oldest living culture, the traditional Aboriginal owners and custodians share a unique bond to this Country — a bond forged through thousands of years of travelling across lands and waterways for ceremony, religion, trading, and seasonal migration.

We acknowledge that Western Sydney is home to the highest number of Aboriginal people of any region in Australia, and that the primary Aboriginal custodians with obligations for Country and connection to this place for many generations including the Dharug/Darug, Dharawal/Tharawal, Gundungurra/Gandangara, and Darkinjung.

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1 INTRODUCTION

1.1 Purpose

This Regional Affordable Housing Contribution Scheme (the Scheme) sets out how, where, and at what rate development contributions are collected by Councils for affordable housing in Western Sydney.

This Scheme was adopted by XX Council on XX and came into effect on 31 March 2027.

The Scheme has been prepared in accordance with the requirements of Section 7.32 of the *Environmental Planning and Assessment Act 1979* and *State Environmental Planning Policy (Housing) 2021*.

1.2 Objectives

The objectives of this Affordable Housing Contribution Scheme are to:

- Recognise the need for affordable rental housing to support sustainable and diverse communities and long-term economic growth in Western Sydney.
- Recognise affordable rental housing as critical infrastructure to support a sustainable and diverse community and local economy
- Ensure that affordable rental housing is provided for very low to moderate income households in Western Sydney
- Ensure there are opportunities for very low to moderate income earners, particularly key workers, to live in the community in which they are employed.
- Facilitate opportunities for government and community housing providers (CHPs) to supply affordable rental housing within Western Sydney.
- Outline the requirements for making a contribution for affordable housing in accordance with an environmental planning instrument.
- Establish a subregional approach to the pooling and allocation of affordable housing contributions across Western Sydney.

1.3 Where does the scheme apply?

The Scheme applies to the following Local Government Areas:

- Blacktown
- Blue Mountains
- Hawkesbury
- Fairfield
- Liverpool
- Penrith
- Camden
- Campbelltown
- Wollondilly



The Scheme applies to residential subdivision, new residential development and major non-residential floorspace across the Western Sydney councils shown in **Figure 1**.

The Scheme applies to all land zoned under a Local Environmental Plan (LEP) or Interim Development Order (IDO) within each LGA.

The scheme also applies to land zoned under the *State Environmental Planning Policy (Precincts - Western Parkland City) 2021* and *State Environmental Planning Policy (Precincts – Central River City) 2021*.

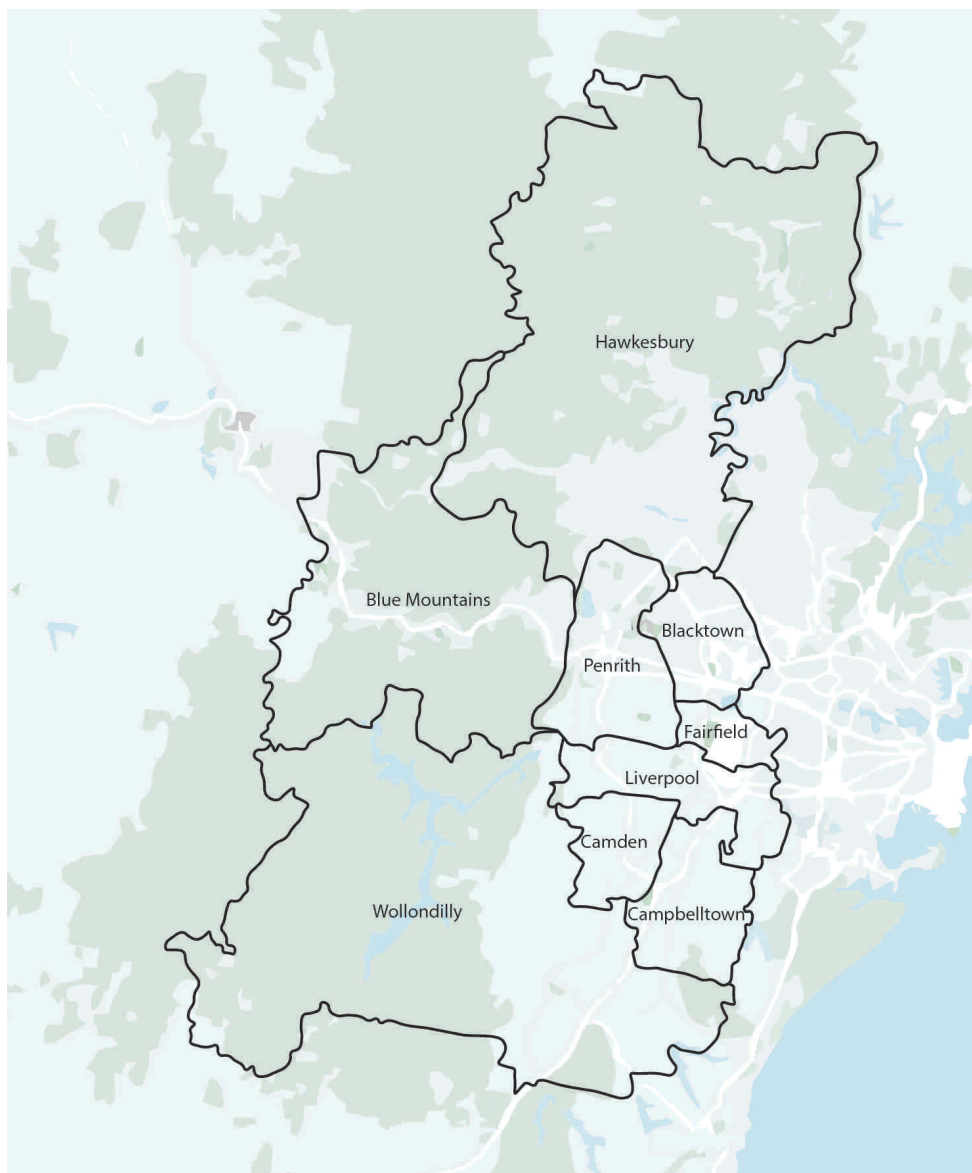


Figure 1 Map showing application of Western Sydney Affordable Housing Contribution Scheme



1.4 Amending this Scheme

Amendment to this Scheme will generally require amendment to LEPs that directly refer to this Scheme as dated.

Amendments and/or updates to the information provided at the appendices may occur from time to time and will do not require an amendment to LEPs.



1.5 Definitions

Terms used in this Plan are defined below:

Term	Definition in this scheme
Act	<i>Environmental Planning and Assessment Act 1979</i>
Affordable housing	Defined by the <i>Environmental Planning and Assessment Act 1979</i> as “housing for very low-income households, low-income households or moderate income households, being such households as are prescribed by the regulations or as are provided for in an environmental planning instrument”.
Affordable rental housing / dwellings	Affordable rental housing is defined in this Plan as affordable housing that is owned and managed by government (including local government) or a registered CHP and rented to very low, low or moderate income households or a combination of households.
Affordable housing contribution	Affordable housing contribution means the percentage of the gross floor area required as affordable housing under the Affordable Housing Contribution Scheme.
Community Housing Provider (CHP)	Includes any organisation or entity in the National Regulatory System for Community Housing (NRSCH).
Contribution rate	Contribution rate means the contribution rate that is used in the calculation of the monetary contribution for a relevant development and is adjusted to take into account indexation.
Distribution Plan	A plan supplementing this Scheme providing details about the process for allocation or transfer of contributions, including criteria for selection of one or more community housing providers to receive funding or property.
Development application	References to ‘development applications’ in this Plan refer to both development applications and any application for the modification of a development consent.
Gross Floor Area (GFA)	<p>As defined by the Standard Instrument – Principal Local Environmental Plan:</p> <p><i>gross floor area means the sum of the floor area of each floor of a building measured from the internal face of external walls, or from the internal face of walls separating the building from any other building, measured at a height of 1.4 metres above the floor, and includes—</i></p> <ul style="list-style-type: none"> <i>(a) the area of a mezzanine, and</i> <i>(b) habitable rooms in a basement or an attic, and</i> <i>(c) any shop, auditorium, cinema, and the like, in a basement or attic, but excludes—</i> <i>(d) any area for common vertical circulation, such as lifts and stairs, and</i> <i>(e) any basement—</i> <ul style="list-style-type: none"> <i>(i) storage, and</i> <i>(ii) vehicular access, loading areas, garbage and services, and</i>



- (f) plant rooms, lift towers and other areas used exclusively for mechanical services or ducting, and
 (g) car parking to meet any requirements of the consent authority (including access to that car parking), and
 (h) any space used for the loading or unloading of goods (including access to it), and
 (i) terraces and balconies with outer walls less than 1.4 metres high, and
 (j) voids above a floor at the level of a storey or storey above

Housing SEPP	State Environmental Planning Policy (Housing) 2021
Local Environmental Plan (LEP)	Reference to an LEPs in this Plan also apply to any LEP that replaces it, so long as the affordable housing provisions remain substantially unamended.
Net Developable Area (NDA)	<p>Net Developable Area (NDA) means the total area of land measured in hectares but excludes the following:</p> <ul style="list-style-type: none"> - Land to be dedicated or reserved for a public purpose. - Land to be dedicated for public roads. - Land that is to be a residue lot.
Very low to moderate households	<p>As referenced in State Environmental Planning Policy (Housing) 2021, very low to moderate income households are those households whose gross incomes fall within the following ranges of percentages of the median household income for Greater Sydney or the Rest of NSW:</p> <p>Very low-income household < 50% Low-income household 50% -80% Moderate income household 80% to 120%.</p> <p>NSW Ministerial Guidelines provide the details of these income thresholds.</p>
Subregion	A subregion refers to a sub-grouping of Western Sydney councils which share a boundary, to be used as the basis for pooling and allocating affordable housing contributions at a subregional level.



1.6 Legislative basis for affordable housing contributions

This Plan applies in accordance with the requirements in the *Environmental Planning and Assessment Act 1979* (the Act) that allows for the collection of contributions for affordable housing where a need for affordable housing is identified in a planning instrument.

The *State Environmental Planning Policy (Housing) 2021* recognises that all local government areas within NSW are areas where there is a need for affordable housing.

Section 7.32(1) Act requires that a contribution requirement may only be applied to a development application where:

- (a) **the consent authority is satisfied that the proposed development will or is likely to reduce the availability of affordable housing within the area;** or
- (b) **the consent authority is satisfied that the proposed development will create a need for affordable housing within the area;** or
- (c) the proposed development is allowed only because of the initial zoning of a site, or the rezoning of a site; or
- (d) the regulations so provide.

Condition (a) is met because all new development in Western Sydney will reduce the availability of affordable housing.

As residential development occurs without replenishment of social and affordable housing, the proportion of dwellings available at affordable rates will be reduced.

As jobs growth occurs in Western Sydney, a proportion of the new working population will form part of a very low to moderate income household. As competition for affordable housing options increases, the overall availability of affordable housing will decrease. Given the substantial demand for and gap in affordable housing in Western Sydney, any decrease in the availability of affordable housing will increase the need for affordable housing.

Condition (b) is met because all development creates a need for affordable housing in Western Sydney.

New residential development is likely to increase the costs of housing making it unaffordable for low-income households. As development occurs across Western Sydney, the proportion of dwellings available at affordable rates, either via social/affordable housing or private market rental, will reduce without intervention. Therefore, the proportion of households living in housing stress is also likely to increase.

There are also substantial economic impacts where affordable housing cannot be accessed close to employment. As residential growth occurs in Western Sydney, demand for services in which low-income workers and key workers are employed will increase – this includes childcare workers, teachers and police officers. There is a need to ensure some affordable housing is available to accommodate key workers and people on low incomes working in these services – such as cleaners, hospitality staff and administrative staff.

Appendix A provides additional analysis of the need for affordable housing in Western Sydney.



1.7 Affordable housing need in Western Sydney

Housing is critical to basic human needs for shelter, security and connection within communities. The availability of a suitable range of housing is vital to the efficient, equitable, prosperous and sustainable functioning of a community.

When not enough affordable housing is available, housing stress occurs. This can limit the security of people's living arrangements and prevent households from living and working locally and independently. This has the potential to undermine Western Sydney's core economic and social strengths, inhibiting both productivity and liveability.

Despite providing lower average housing costs than other parts of Sydney, research by Wentworth Community Housing, amongst others, identify high rates of rental stress amongst renting households in Western Sydney. In recent years, the costs of buying and renting in Western Sydney have increased at a faster rate than household incomes.

Homelessness has also increased significantly in Western Sydney since 2011, at a significantly greater rate than the state and national increases.

Offering more housing choices, including housing that is affordable for very low to moderate income households is needed to support a socially diverse and inclusive community and to help the local economy function, for example by ensuring sufficient workers are available for local businesses.

In recent decades, continued escalation in house prices and rents across Western Sydney has made it difficult for very low to moderate income households to find housing that is affordable, resulting in increased levels of households in housing stress.

Housing stress amongst renters has increased significantly with an extreme escalation in rents in Western Sydney since late 2021 with increases of approximately 25 to 30 per cent as shown in **Figure 2**. This demonstrates the increasing need for affordable rental housing across Western Sydney.

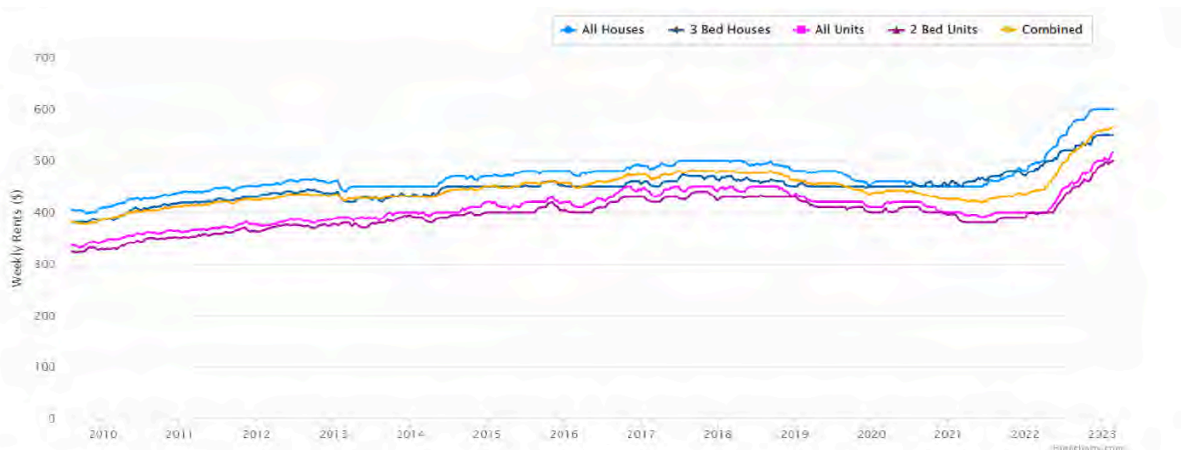


Figure 2 Rental prices 2010 to 2023 in Western Sydney (Source: SGS and SQM Research 2023)



SGS estimates that 82,700 households in Western Sydney are in rental stress, homeless, or currently living in social and affordable housing.

This represents 16.2 percent of all Western Sydney households.

SGS projects that households in rental stress or in need of housing assistance will increase significantly between 2021 and 2041 and without any intervention, the number of households in housing stress or in need of housing assistance in Western Sydney could rise from 82,700 in 2021 to 129,000 in 2041. This is an increase of 46,300 households in housing stress in Western Sydney.

Key indicators demonstrating need in Western Sydney for affordable housing:

- Western Sydney is identified as having a need for affordable housing (as demonstrated in the Housing Needs Evidence Base at Attachment A);
- There is unmet demand for social and affordable housing in Western Sydney and this is increasing;
- Over 16 per cent of very low to moderate income households are in housing stress;
- Very low to moderate income households are being displaced because of the lack of affordable housing in Western Sydney;
- There is a growing demand for affordable housing – with an additional 46,000 households projected to be in housing stress or need to housing assistance by 2041.
- It is difficult for key workers to meet their housing needs and find affordable housing close to their place of work;
- Very low to moderate income households cannot afford to purchase or rent housing in Western Sydney with rental prices escalating by almost 30 per cent over the past two years;
- The amount of affordably priced housing is declining, and this is expected to continue as new development occurs; and
- There is a mismatch between the stock profile and household size, with increasing need for smaller homes to meet the increasing number of lone person households in housing stress.

Specific interventions are therefore needed to ensure that a diversity of housing, including affordable housing is provided.

The evidence base prepared to support this Scheme is provided at **Appendix A**.

1.8 Relationship to other affordable housing provisions

This scheme does not apply to land that is subject to an existing affordable housing contribution scheme, or where there is a requirement for development to make an affordable housing contribution under an environmental planning instrument. This includes:

- Land subject to the *Glenmore Park and Orchard Hills North Affordable Rental Housing Contributions Scheme* adopted by Penrith Council on 20 March 2023.
- Development subject to the provisions of Part 8 Clause 8.4 'Affordable housing in area B' of the *Campbelltown Local Environmental Plan 2015* in the Glenfield Precinct.
- Development subject to the provisions of Clause 6.12 'Affordable Housing' in Appendix 10 Appin (Part) Precinct Plan of *State Environmental Planning Policy (Precincts- Western Parkland City) 2021*.



1.9 Affordable housing principles

The Housing SEPP, at section 15, provides guidance about key considerations for how affordable housing resulting from a contribution requirement is to be provided. This Scheme provides 'affordable housing principles' that are derived from these considerations.

The affordable housing principles for Western Sydney are:

- (a) Affordable housing must aim to create mixed and balanced communities.
- (b) Affordable housing must be created and managed so that a socially diverse residential population, representative of all income groups, is developed and maintained in a locality.
- (c) Affordable housing must be made available to very low, low and moderate income households, or a combination of the households.
- (d) Affordable rental housing is to be rented to these households at rates no greater than 30% of their household income.
- (e) Affordable rental housing must be provided in locations with access to public transport, services, shops and facilities.
- (f) Affordable housing must be managed to maintain its continued use for affordable housing in perpetuity.
- (g) Affordable housing must consist of dwellings constructed to a standard that, in the opinion of the consent authority, is consistent with other dwellings in the area.



2 AFFORDABLE HOUSING CONTRIBUTIONS

This Section describes the type of development that the Scheme applies to, how an affordable housing contribution may be satisfied, the equivalent monetary contribution amounts for the contribution rates, and how the contribution will be applied in the development application process.

2.1 What development does the Scheme apply to?

This Scheme applies to residential development, residential subdivision that results in a final lot for residential development, and major non-residential development.

Major non-residential development is defined as non-residential development with a gross floor area of 1,000sqm or greater.

A contribution under this Scheme is required for development for which a complying development certificate is issued if it would be required when development consent is granted for the development.

2.2 Development that is exempt from making a contribution

The Scheme does not apply to the following types of development:

- Social and affordable housing and other specialist accommodation comprising:
 - Social housing
 - Affordable housing
 - Seniors Housing
 - Boarding houses
 - Group homes
 - Hostels
- Non-residential development with a gross floor area less than 1,000sqm
- Community facilities
- Replacement dwellings (i.e., knock down and rebuild on an existing lot)
- Residential alterations and additions that do not result in more than 200sqm of additional floor space
- Change of use/ replacement development that does not result in additional floorspace
- Super lot subdivision that does not result in the creation of a final residential lot (i.e., subdivision for the purpose of further subdivision, subdivision for a public purpose, or a residue lot).
- Subdivision that does not result in the creation of an additional lot (i.e., boundary adjustment).

Where development has already been subject to a condition and payment of a contribution in accordance with this Scheme for the subdivision of the land, a subsequent contribution for a dwelling house on the lot is not required. Refer to Section 2.9 for further detail.



2.3 Contribution rates

Affordable housing contribution rates provided in this Scheme are in addition to other contributions, including local infrastructure contributions (s7.11 or s7.12), state and regional infrastructure contributions.

The rates of affordable housing contributions required under this Scheme are as follows:

- 1.5% of the total floor space that is to be used for residential uses
- 1.5% of the net developable area of land subject of a residential subdivision to create a final lot for development.
- 0.3% of the total floor space to be used for non-residential uses.

For residential development and non-residential development, the contribution is to be calculated only on the floor space to which the development application directly relates.

If a building includes both residential and non-residential floorspace (for example a mixed-use development), the gross floor area of any common area (such as a common foyer) is to be included in the gross floor area of the non-residential component.

The contribution may be satisfied by making an equivalent monetary contribution in accordance with Section 2.4 of this Scheme. In limited circumstances, a contribution may be satisfied by the dedication of land in accordance with Section 2.5 of this Scheme.

As a condition of development consent all eligible development must contribute to affordable housing according to the rates provided in the Scheme.

Contributions must meet the following requirements:

- All contributions must be satisfied by making a monetary contribution (except as provided by Section 2.5).
- A contribution is to be calculated in accordance with the requirements of this section.
- In all instances Council will require evidence that the condition of consent has been satisfied prior to the granting of a Construction Certificate or Subdivision Certificate.
- In circumstances where no construction certificate is required, evidence that the condition of development consent relating to affordable housing will be or has been met will be required by the City before commencement of use/occupation.

2.4 Satisfying a contribution requirement - monetary contribution

This Scheme requires affordable housing contribution requirements to be satisfied by monetary contribution.

The equivalent monetary contribution rate for residential development, residential subdivision, and non-residential development in each LGA is provided in the **Table 1** below.

Table 1 Contribution rates by LGA and development type

Location	Residential development per sqm/GFA	Residential subdivision per ha/NDA	Non-residential development per sqm/GFA
Blacktown	\$102	\$210,000	\$20



Blue Mountains	\$105	\$170,000	\$21
Camden	\$118	\$220,000	\$24
Campbelltown	\$93	\$190,000	\$19
Fairfield	\$80	\$240,000	\$16
Hawkesbury	\$104	\$200,000	\$21
Liverpool	\$88	\$240,000	\$18
Penrith	\$96	\$200,000	\$19
Wollondilly	\$80	\$210,000	\$16

2.5 Calculating monetary contributions

Contributions are to be calculated for residential subdivision, residential development, and non-residential development in accordance with the approach set out below.

Further information on the monetary rates and the methodology for determining the equivalent monetary contributions is outlined in Hill PDA's *Economic Testing for Western Sydney* at Appendix B.

Residential subdivision

The proposed monetary equivalent contribution for residential subdivision reflects average land value and is based on the Valuer-General land value reports for each LGA which are released every year. The equivalent monetary contribution has been calculated based on the average value of land in the LGA (total residential land value divided by the total number of residential properties). An average lot size of 500sqm was assumed to calculate the equivalent contribution rates per sqm of net developable area (NDA).

The affordable housing contribution to be paid by a residential subdivision is:

$$\text{Affordable housing contribution} = \text{Affordable housing contribution rate (CR)} \times \text{NDA}$$

Example 1

A development application in the Camden LGA for a residential subdivision of 100 lots with 5 hectares of land (NDA) will be calculated as:

$$5 \text{ hectares} \times \$220,000 \text{ (CR)} = \$1,100,000 \text{ equivalent monetary contribution}$$

Note: This is a simplified example for reference only.

Note: Based on a hypothetical subdivision of 100 lots with a minimum lot size of 500sqm.



Example 2

A development application in Hawkesbury LGA for a residential subdivision of 10 lots with 5,000sqm of land (NDA) will be calculated as:

$$0.5ha \times \$200,000 (CR) = \$100,000 \text{ equivalent monetary contribution}$$

Note: This is a simplified example for reference only.

Note: Based on a hypothetical subdivision of 10 lots with a minimum lot size of 500sqm.

Residential floorspace

The rate for residential floorspace was determined to be based on the median strata dwelling price in the LGA. Rates for each LGA are included to allow consistency within the LGA, and to recognise the value differences in existing dwellings in each LGA.

The contribution rate (CR) provided in Table 1 was determined by multiplying the median strata dwelling price by 1.5% and dividing it by an approximation of average unit size.

The affordable housing contribution to be paid by a residential development is:

$$\text{Affordable housing contribution} = \text{Affordable housing contribution rate (CR)} \times \text{GFA}$$

Example 3

A development application in Liverpool LGA for the demolition of an existing building and construction of a residential flat building comprising 10,000sqm of residential floorspace will be calculated as:

$$10,000sqm (GFA) \times \$88 (CR) = \$880,000 \text{ equivalent monetary contribution}$$

Note: Existing floor area that is demolished and/or replaced is not 'credited' against the contribution requirement.

Note: This is a simplified example. No exemptions have been applied.

Example 4

A development application in Campbelltown LGA for the demolition of an existing building and construction of multi-dwelling housing comprising 2,250sqm of residential floorspace will be calculated as:

$$2,250sqm (GFA) \times \$93 (CR) = \$209,250 \text{ equivalent monetary contribution}$$

Note: Existing floor area that is demolished and replaced is not 'credited' against the contribution requirement.

Note: This is a simplified example. No exemptions have been applied.

Non-residential floorspace

The equivalent monetary contribution for non-residential floorspace is based on the approach applied in the City of Sydney which adopts the principle that non-residential



development would be seeking to acquire property elsewhere in the LGA and therefore benchmarks non-residential development against the median strata dwelling price in the LGA. The equivalent monetary contribution for non-residential development has been discounted by 80% of the median dwelling price.

This approach recognises the importance of the economic growth to the region, greater fluctuations in non-residential development land values and markets, and to ensure the equivalent monetary rate for non-residential is reasonable and does not exceed rates established in other areas of Sydney.

The affordable housing contribution to be paid by a non-residential development is:

$$\text{Affordable housing contribution} = \text{Affordable housing contribution rate (CR)} \times \text{GFA}$$

Example 5

A development application in Fairfield LGA for the addition of 1,500sqm of industrial floorspace to an existing industrial building. The existing building is 10,000sqm. The contribution will be calculated as:

$$1,500\text{sqm (GFA)} \times \$16 \text{ (CR)} = \$24,000 \text{ equivalent monetary contribution}$$

Note: the contribution is calculated only on the floorspace subject to the DA and not existing floorspace on the site.

Note: This is a simplified example. No exemptions have been applied.

Example 6

A development application in Penrith LGA for new retail premises comprising 3,500sqm of non-residential floorspace will be calculated as:

$$3,500\text{sqm (GFA)} \times \$19 \text{ (CR)} = \$66,500 \text{ equivalent monetary contribution}$$

Note: Existing floor space that is demolished and/or replaced is not 'credited' against the contribution requirement.

Note: This is a simplified example. No exemptions have been applied.

Adjustments are made to the equivalent monetary contribution amount on an annual basis in accordance with this Scheme.

Council's websites will provide the current monetary contribution amounts as indexed.

2.6 Satisfying a contribution requirement – dedication of land

Land can only be contributed in lieu of a monetary contribution where it is evaluated by both DCJ and councils within the relevant sub-region as being suitable for the delivery of affordable housing, including in terms of location and supporting infrastructure, and where this is likely to deliver at least an equivalent affordable housing delivery outcome to that which would have been delivered through a monetary contribution.



The dedication of land must be approved by both DJC and relevant councils and demonstrate consistency with the requirements and locational criteria for affordable housing as set out in the Distribution Plan.

The value of dedicated land dedicated should be equivalent to the monetary contribution calculated under this Scheme.

Subject to acceptance by DCJ and the relevant councils, the following is required to support the proposed dedication of land under this Scheme:

- Assess if the land to be dedicated meets the requirements of this Scheme and the Distribution Plan
- Calculate the equivalent monetary contribution payable
- Obtain an independent valuation of the land to be dedicated
- If the assessed land value is less than the equivalent monetary contribution, subject to approval by DJC and councils, pay the difference in monetary contribution, and
- If the assessed land value exceeds the equivalent monetary contribution, no offset or refund applies.

2.7 Refunds for demolition or changes in use

Local environmental plans require that the consent authority must not refund an affordable housing contribution to the applicant where there is a change in use or demolition of a building.

The demolition of a building, or a change of use, does not give rise to a claim for a refund of any contribution made under this Scheme.

2.8 Conditions of consent

Council will levy developer contributions for affordable housing via conditions of development consent. These conditions will require that the following details be provided as part of the lodgement of a Development Application:

- The total amount of residential floorspace to which an affordable housing contribution is applicable to.
- The total amount of residential net developable area on which an affordable housing contribution is applicable to (residential subdivision only).
- The total amount of non-residential floorspace to which an affordable housing contribution is applicable to.
- The relevant contribution rates.

A contribution requirement forms part of a development consent. Council will require evidence that the condition of development consent relating to affordable housing has been satisfied prior to the granting of any construction certificate or subdivision certificate.

In circumstances where no construction certificate is required, evidence that the condition of development consent relating to affordable housing will be or has been met will be required before commencement of use/occupation.



2.9 Previous payment of contributions

Where development has already been subject to a condition and payment of a contribution in accordance with this Scheme for the subdivision of the land, a subsequent contribution for a dwelling house on the lot is not required.

However, where development is proposed that will increase the number of dwellings on the land (i.e., results in at least one additional residential dwelling), this Scheme applies to the additional residential development on the lot.

2.10 How to make a contribution

All land to which the Scheme applies to is required to provide contributions for affordable rental housing as a condition of development consent.

Payment will be by unendorsed bank cheque to the relevant consent authority (council) prior to issue of any construction certificate or subdivision certificate.

The procedure for making payment is available on Council's website.

All land to which the Scheme applies to is required to provide contributions for affordable rental housing as a condition of development consent.

Where a monetary contribution toward affordable housing is being made, the amount of the contribution will be specified in the conditions of development consent.

A monetary contribution required to be made under the Scheme is to be paid at the time specified in the condition.

This will generally be as follows:

- For development which involves subdivision, prior to the release of the subdivision certificate.
- For development which requires a construction certificate, the contribution must be paid prior to the release of the construction certificate. Where a development requires multiple construction certificates, Council will require payment prior to the release of the first construction certificate that relates to the development consent on which contributions were levied.
- If a staged development, affordable housing contributions must be provided at each stage.
- For works authorised under a complying development certificate, the contributions are to be paid prior to any work authorised by the certificate commences, as required by clause 156 of the EP&A Regulation.

The contributions will need to be updated at the time of payment to the most recent indexed values, in accordance with the indexation rates formula out in section 2.11.

2.11 Indexing monetary contribution requirements

The contribution amount will be based on the rates provided in Sections 2.3- 2.4.



These should be adjusted annually by Council, within one week of the first of March. Rates will be adjusted according to movement in the median price of dwellings in the LGA for residential and non-residential floorspace and land values for residential subdivision.

Median dwelling price data is published quarterly in the NSW Government *Rent and Sales Report, Table: Sales Price - Greater Metropolitan Region – Strata*.

Land values are published annually in the *NSW Valuer General's Report on NSW Land Values*.

All monetary contributions should be indexed at the time of payment to ensure that they are reflective of these adjustments.



3 ADMINISTRATION AND IMPLEMENTATION

3.1 Collection and management of funds

Each Council will collect contributions from development in accordance with this Scheme and will ensure that these funds, and any interest that is accrued, are used for the purpose of affordable housing including: the reasonable costs for the administration and review of the Scheme, and the reasonable costs for the administration of the commissioning process required to support the provision of affordable housing.

Each Council will retain ownership of contributions until they are transferred to an *eligible affordable housing provider*.

3.2 Sub-regional pooling of contributions for distribution

Distribution of contributions collected under this Scheme will be pooled for use across a sub-regional grouping of LGAs, instead of being limited to distribution in the source LGA.

These pooled contributions can be allocated to affordable housing projects located within the boundaries of the sub-region from which the contributions were collected, including in adjoining LGAs from where the contribution was collected.

This approach will allow sub-regional groups of local councils to gain economies of scale and greater flexibility in the delivery of affordable rental housing.

Sub-regional pooling of contributions

Section 7.33(2)(a) of the EP&A Act provides that a consent authority must use any monetary contributions for affordable housing “for the purposes of affordable housing in the area or an adjoining area”. Adjoining areas, in this context, means neighbouring LGAs.

This allows affordable housing contributions to be allocated and distributed in adjoining LGA's. Where an LGA shares a boundary with another LGA, contributions can be pooled between these LGAs and allows these contributions to be managed and distributed at a sub-regional level.

The sub-regional groups of LGAs under this Scheme are shown in **Figure 3** and comprise:

- Blacktown City and Hawksbury City Councils LGAs
- Blue Mountains City and Penrith City Councils LGA
- Liverpool City and Fairfield City Councils LGAs, and
- Camden, Campbelltown City, and Wollondilly Shire Councils LGAs.

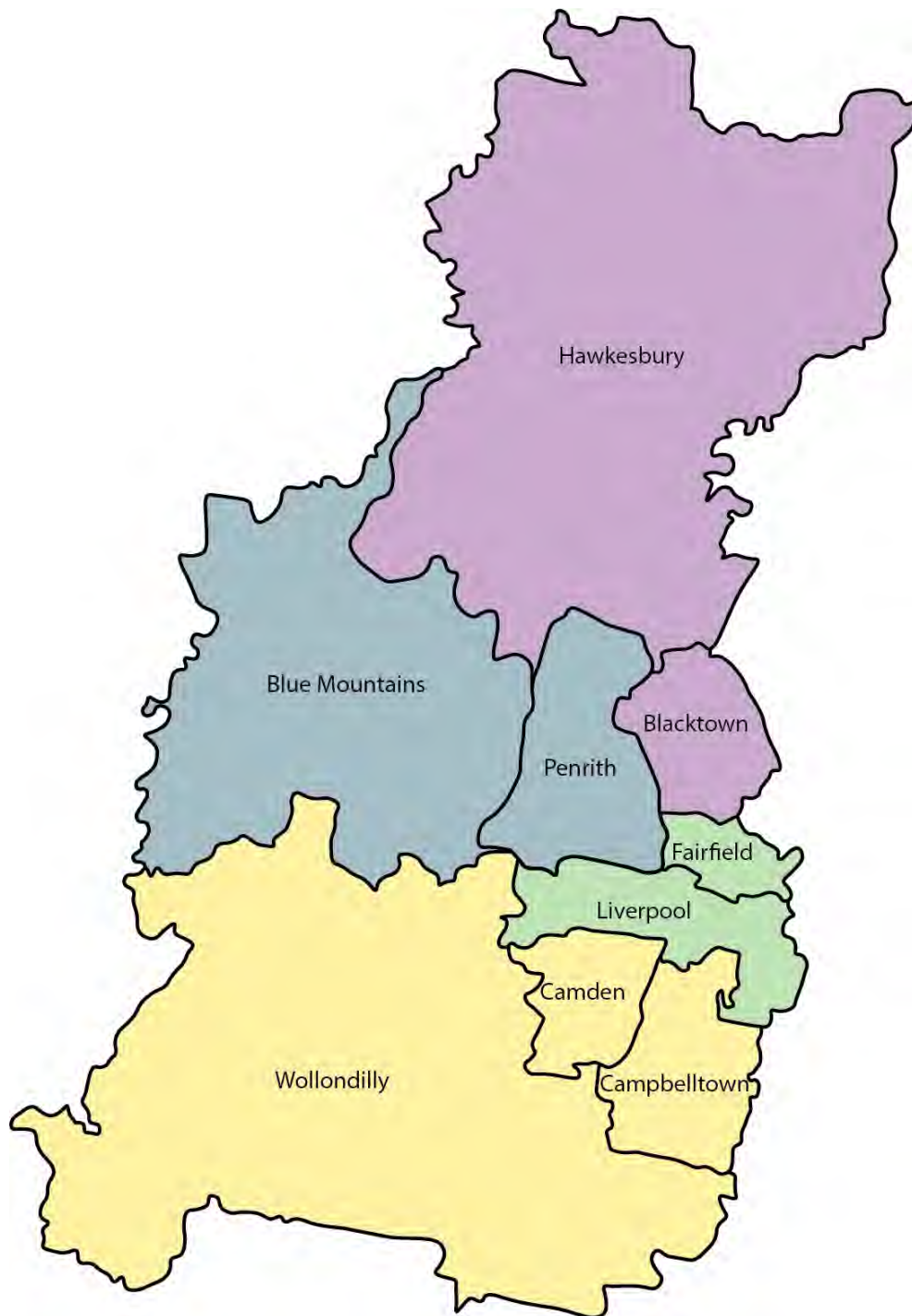


Figure 3 Sub-regional groupings of LGAs for 'pooling' of contributions for distribution



3.3 Commissioning of affordable housing delivery

Each local council participating in the Scheme will enter into a partnership agreement with NSW Department of Communities and Justice to manage the commissioning process for eligible affordable housing providers.

A commissioning process will be established for each sub-region of LGAs as identified in the Distribution Plan.

This commissioning process will allow *eligible affordable housing providers* to submit Expressions of Interest to deliver affordable housing by utilising contributions that have been collected through this Scheme.

The timing for expressions of interest rounds for the commissioning process will be identified in the Distribution Plan.

The commissioning process for affordable housing delivery will prioritise the allocation of contributions on a competitive basis, based on assessment criteria, for evaluation of expressions of interest, which are identified in the Distribution Plan.

The commissioning of affordable housing will consider the principles for the location of affordable housing as set out in the Distribution Plan.

Transfer of contributions (including financial and/or land contributions) from a Council to an *eligible affordable housing provider* will be undertaken after the NSW Department of Communities and Justice has entered into a Community Housing Assistance Agreement (CHAA) or similar agreement with the provider following the commissioning process.

This CHAA will ensure that the funds will be used for Affordable Housing consistent with the requirements of this Scheme.

Distribution Plan

The detailed commissioning process for the delivery of affordable housing, consistent with the requirements outlined in this Scheme, is included in the non-statutory Distribution Plan.

The Distribution Plan will outline the operational policy for distribution of the contributions collected under this Scheme and may be amended from time to time.

Amendment of the Distribution Plan will require the amendments to be agreed by formal resolution of all local councils subject to the Scheme. The Distribution Plan will be made available electronically on Council's websites to accompany the Scheme.

3.4 Eligible affordable housing providers

Eligible affordable housing providers are defined in this section.

The following affordable housing providers will be eligible to submit expressions of interest, and be eligible to receive contributions as a result of the commissioning process:

1. Tier 1 and Tier 2 registered community housing providers, as registered by the NSW Registrar of Community Housing at the time of commissioning
2. Tier 3 registered community housing providers, as registered by the NSW Registrar of Community Housing at the time of commissioning, only where it is demonstrated that the development activity would be small-scale and low risk



3. The NSW Government Aboriginal Housing Office (to be renamed Housing NSW)
4. The NSW Government Land and Housing Corporation (to be renamed Housing NSW), or
5. The NSW Government Landcom.

3.5 Ownership and in-perpetuity provision of affordable housing

Ownership and ongoing management of the affordable housing dwellings constructed with contributions from this Scheme will be held by the *eligible affordable housing provider*.

The Community Housing Assistance Agreement (CHAA) will ensure that the affordable housing dwellings (or the equivalent number of dwellings created) are retained as affordable housing in perpetuity. The details of this agreement will be identified in the Distribution Plan.

3.6 Monitoring of Scheme

The Scheme will be reviewed at a minimum on a 5-yearly basis. Any amendments to the Scheme following this review should be made at this time.

Key considerations in any review may include:

- Changes in market and economic conditions across the region.
- Performance of the Scheme, specifically the delivery of affordable rental housing supply. This will consider the number, size, quality, and location of dwellings that have been provided. It will also consider whether new dwellings have been provided in a manner that addresses identified housing need as well as the distribution of new housing within subregions relative to the individual contributions that have been received from each LGA.
- Whether affordable dwellings provided through the Scheme are being rented to very low-, low- and moderate-income households, at a percent of gross household income or at a discount-to market rent.
- Whether funds contributed through the Scheme have been leveraged to increase the quantity of affordable dwellings that have been supplied, utilising contributions alongside additional sources of project financing.
- The performance of the commissioning process, including the partnership agreements between local councils and NSW DCJ and the take-up by eligible affordable housing providers.
- The management of the collection of financial contributions, and the expenditure of these financial contributions.

3.7 Renewal sites and planning proposal land

Additional rates for specific sites or precincts in addition to this Scheme, should be considered as part of separate planning processes and /or future rezoning of land.

This may be appropriate for renewal precincts or where land is rezoned for greater density and can deliver a higher proportion of affordable housing in accordance with any affordable



housing targets set out in the Region or City Plan or in accordance with Government policy. These additional rates will not form part of this Scheme and would be in addition to the base rate under this Scheme.



APPENDIX A Housing Needs Analysis



APPENDIX B Viability analysis

Department of Planning and Environment



Our ref: IRF22/3565

Mr Luke Nicholls
Director
Western Sydney Planning Partnership
Locked Bag 7064
LIVERPOOL BC NSW 1871

Via email: nicholls1@ppo.nsw.gov.au

4 November 2022

Subject: WSPP Affordable Housing Strategy & Scheme

Dear Mr Nicholls

Thank you for your correspondence to Catherine Van Laeren requesting confirmation that WSPP's collaborative approach to deliver a regional affordable housing scheme will comply with the Department's local housing strategy approval requirements.

I can confirm that if participating councils are able to establish an endorsed regional affordable housing scheme, then this will satisfy their local housing strategy approval requirements.

However, I reiterate the Department's position that any scheme must be consistent with the *Guideline for Developing an Affordable Housing Contribution Scheme*. I encourage you to continue to work with the Department to ensure any such scheme is consistent with the guideline and is able to be implemented on a regional basis.

If you would like to discuss this matter further, please contact Sara Roach, Director, Metro Housing Programs on (02) 8275 1704.

Yours sincerely

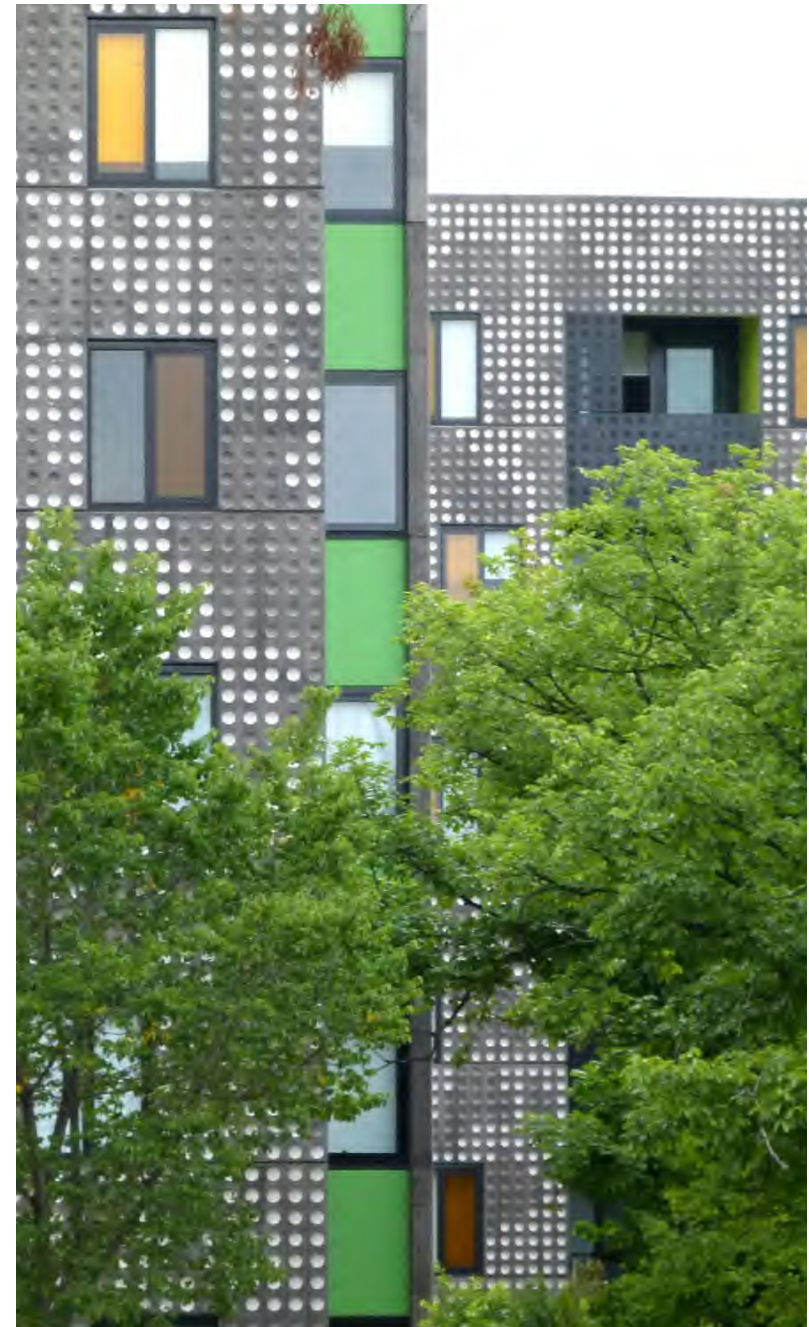
A handwritten signature in black ink, appearing to read "Monica Gibson".

4/11/2022

Monica Gibson
Executive Director
Housing Supply & Infrastructure

Evidence base for the Western Sydney Affordable Housing Strategy

Update August 2023





Independent
insight.



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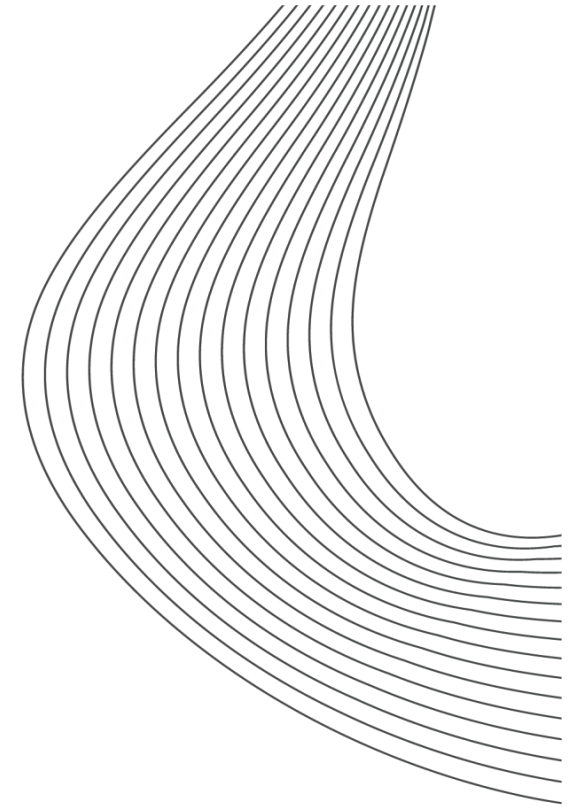
Offices in Canberra, Hobart, Melbourne, and Sydney, on Ngunnawal, muwinina, Wurundjeri, and Gadigal Country.

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Introduction

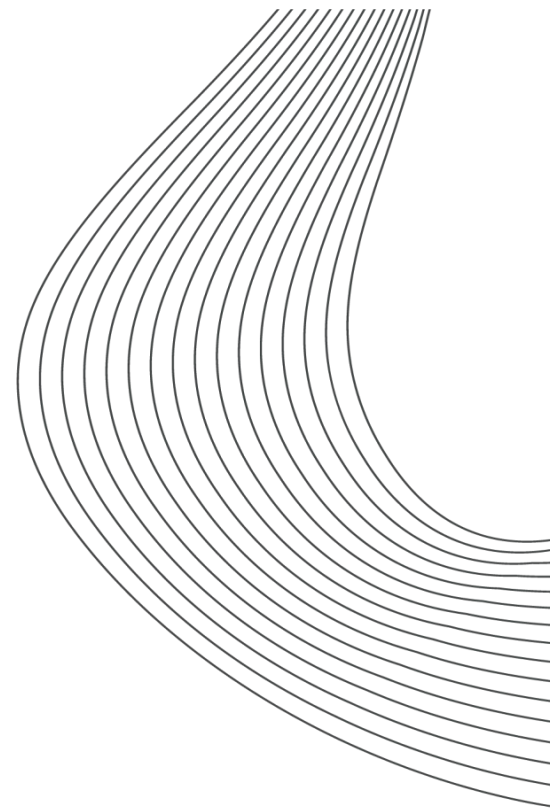


Introduction

- The following report provides an evidence base in support of an affordable housing contribution scheme (AHCS) for the Western Sydney Planning Partnership (WSPP).
- WSPP is made up of the following Councils:
 - Blacktown
 - Blue Mountains
 - Camden
 - Campbelltown
 - Fairfield
 - Hawkesbury
 - Liverpool
 - Penrith
 - Wollondilly
- Being the councils which are part of the Western Parkland City, and Blacktown
- The evidence base considers housing in the WSPP area and various indicators of rental affordability, as well as the underlying drivers of affordable housing supply.

01

The case for affordable housing in Western Sydney

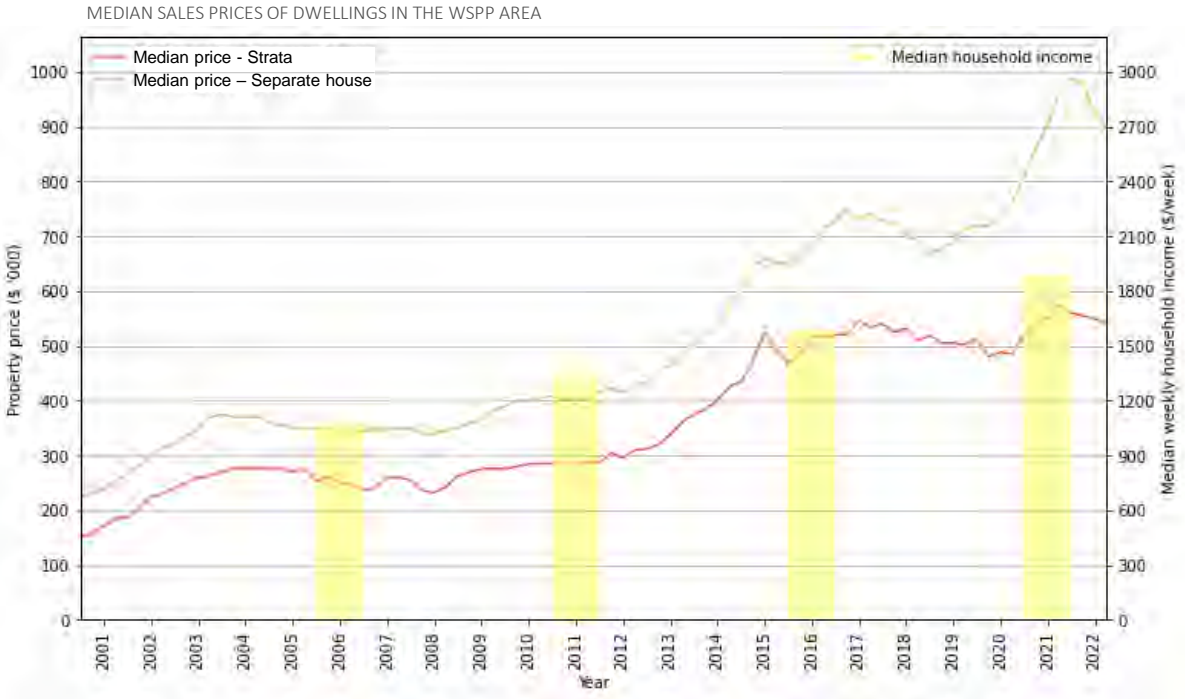


The case for affordable housing in Western Sydney

- A cost of housing crisis is growing in western Sydney. More affordable housing is needed to ease the cost pressures and stresses that an increasing share of the region's population is experiencing.
- Affordable housing is housing that is **priced for the needs of moderate to low-income households**, so that these households are also able to meet other basic living costs such as food, clothing, transport, medical care and education.
- When not enough affordable housing is available, housing stress occurs. This can limit the security of people's living arrangements and prevent households from living and working locally and independently. This **has the potential to undermine Western Sydney's core economic and social strengths, inhibiting both productivity and liveability**.
- Despite lower average housing costs to other parts of Sydney, [research by Wentworth Community Housing](#), amongst others, identify high rates of rental stress amongst **renting households in Western Sydney**. In recent years, the costs of buying and renting in Western Sydney have increased at a faster rate than household incomes.
- Homelessness has also increased significantly in Western Sydney since 2011, at a significantly greater rate than the state and national increases.
- Often, social and affordable housing is viewed as a 'social net' which avoids social costs associated with higher incidences of health issues and criminal activity.
- While this is an important justification for the provision of affordable housing stock, it also performs a key function in **allowing improvements in productivity and for social mobility to occur**. Through this frame, it can be viewed as vital **economic infrastructure**, in addition to its social role.
- For instance, where housing affordability for lower income households is an issue, workers may be pushed to outer-urban locations where cheaper rents might be found, but where there are also reduced opportunities for employment or education. Provision of well-located affordable housing can remedy this issue and provide **improved access to economic opportunity**.
- This is in addition to the clear social benefit of ensuring people have safe and secure places to live.

Housing unaffordability in dwelling sales

- The concept of **housing affordability** refers to the relationship between household income and the cost of housing. If housing costs rise faster than incomes, housing becomes less affordable.
- This is different to **affordable rental housing**, often referred to as **affordable housing**, which is rental housing offered at an affordable below-market rate (requiring a subsidy).
- Growth in dwelling sales prices between 2011 and 2021 overwhelmingly outpaced rises in incomes. This was particularly true for separate houses. However, affordability for dwelling purchase is closely linked with the cost of borrowing, with the cash rate falling from 4.75% at the beginning of 2011 to 0.1% in 2021. Rates began to increase again in 2022, and reached 4.1% in June 2023.



CHANGES IN DWELLING PRICES AND HOUSEHOLD INCOME BETWEEN 2011 AND 2021

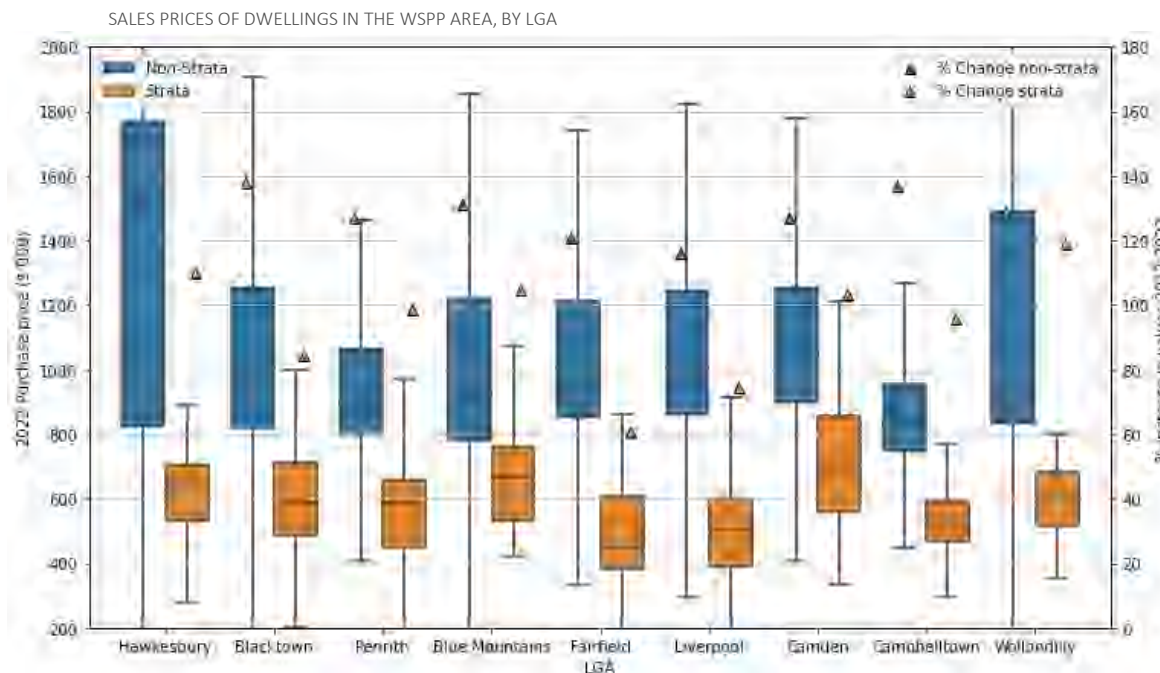
	2011	2021	% Change
Median household income (\$/week, ABS census)	\$1,361	\$1,890	39%
Median non-strata dwelling sale price	\$402,000	\$885,000	120%
Median strata dwelling sale price	\$285,000	\$550,000	93%

Source: SGS Economics & Planning, 2023, ABS Census 2011, 2016, 2021, NSW Valuer General *Bulk Property Sales Data*

Housing unaffordability in dwelling sales

- Non-strata prices (generally being houses) for 2022 were mostly between around \$900,000 and \$1,000,000 with Campbelltown the lowest (and only one substantially outside of this range) at \$830,000.
- Strata prices (generally representing units and townhouses) were mostly between around \$500,000 and \$700,000 apart from Fairfield at the lower end (\$450,000).
- Camden and the Blue Mountains had the highest median prices for strata dwellings (\$690,000 and \$667,000 respectively). This is likely due to larger dwelling stock in those LGAs with fewer smaller, high-density typologies.
- Housing prices have increased substantially in all LGAs over the last ten years, with non-strata dwellings increasing by between around 120% - 140% (with particularly sharp increases since the start of COVID-19 as seen on the previous page).
- Prices for strata dwellings increased less, also still substantially. LGAs with larger shares of apartments (Liverpool, Fairfield and Blacktown) saw smaller increase of between 60 – 85%, while LGAs where most strata dwellings are townhouses had larger increases of between 95% - 120%.

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Source: SGS Economics & Planning, 2023, NSW Valuer General Bulk Property Sales Information

The box-and-whisker plot above shows the prices of dwellings in the WSPP LGAs in the 2022 calendar year (right side axis), as well as the 2012-22 price changes as a percentage (left side axis).

Median dwelling prices are shown in the middle of the box as a line, with the upper and lower limits of that box indicating the first and third quartiles of the data – that is, the boxes represent the middle 50% of all sales in the LGA. The 'whiskers' above and below each box then represent the outlying data, which indicates the range of sales in the LGA.

For instance: the median price of a house in the Hawkesbury in 2022 was ~\$1.05m, with the price quartiles being ~\$1.78m and ~\$820k, which illustrates the range of prices in the LGA in 2022. Between 2012 and 2022, house prices in the Hawkesbury also increased by around 130%.

Mortgage stress

- Data from credit firm Ilion in February 2023 indicated that 0.63% of home loans in Sydney were overdue by more than 30 days in December 2022.
- These percentages were higher in the Western Sydney region – as shown in the map - given the preponderance of first home buyer and other households in the area who purchased dwellings at high leverage when interest rates were very low.
- Higher mortgage interest rates, in combination with a lack of wage growth, are thus likely to be contributing to higher incidences of mortgage stress in the WSPP region.

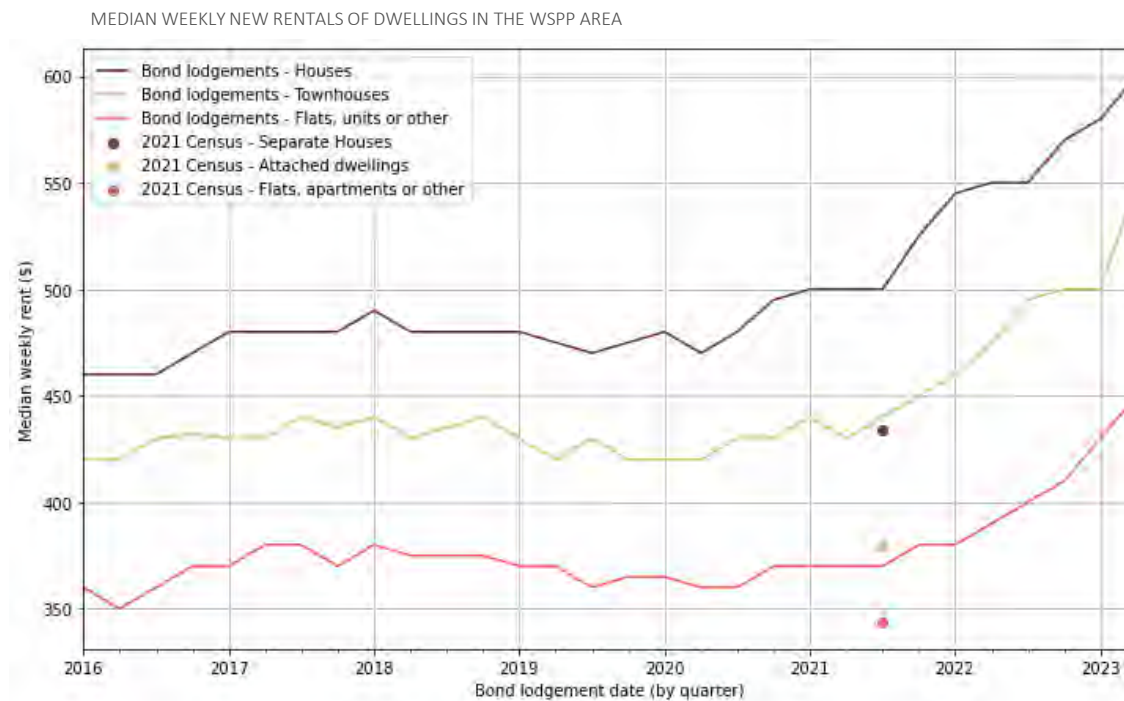
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Source: [Ilion via the Sydney Morning Herald 2023](#)

Recent trends in residential rentals

- New rental agreements in the study area since the last quarter of 2021 have seen significant increases. The figure on the right shows the median weekly rent of new residential leases within the study area, as shown in residential bond lodgements.
- **Census data** is a measure of all rents being paid at the time of the Census (including those for social housing), but **rental bond data** includes only new leases and predominantly only the private rental sector, and so indicates the private rental market at the point in time.
- The increase in rentals on new leases places pressure on households who are either signing a new lease, or who are moving – this means that increased market rental prices affect a growing proportion of the overall rental market as time passes.
- Leases are typically signed at six or twelve months, whereupon the rent can be renegotiated. Lessors can also increase rents on a twelve-monthly basis.
- Growth in incomes has not kept pace with these rental increases – average full time total earnings in NSW increased by only 3.2% between May 2021 and November 2022 ([ABS 2022](#)). This means that increasing rents are creating additional rental stress in the market.
- [Realestate.com report](#) that five of the top ten suburbs in NSW with the highest rental pressures are in western Sydney (Bankstown, Auburn, Punchbowl, Lakemba, and Greenfield Park – Prairiewood).



Source: SGS Economics & Planning, 2023, NSW Fair Trading *Rental Bond Data*, ABS Census 2021

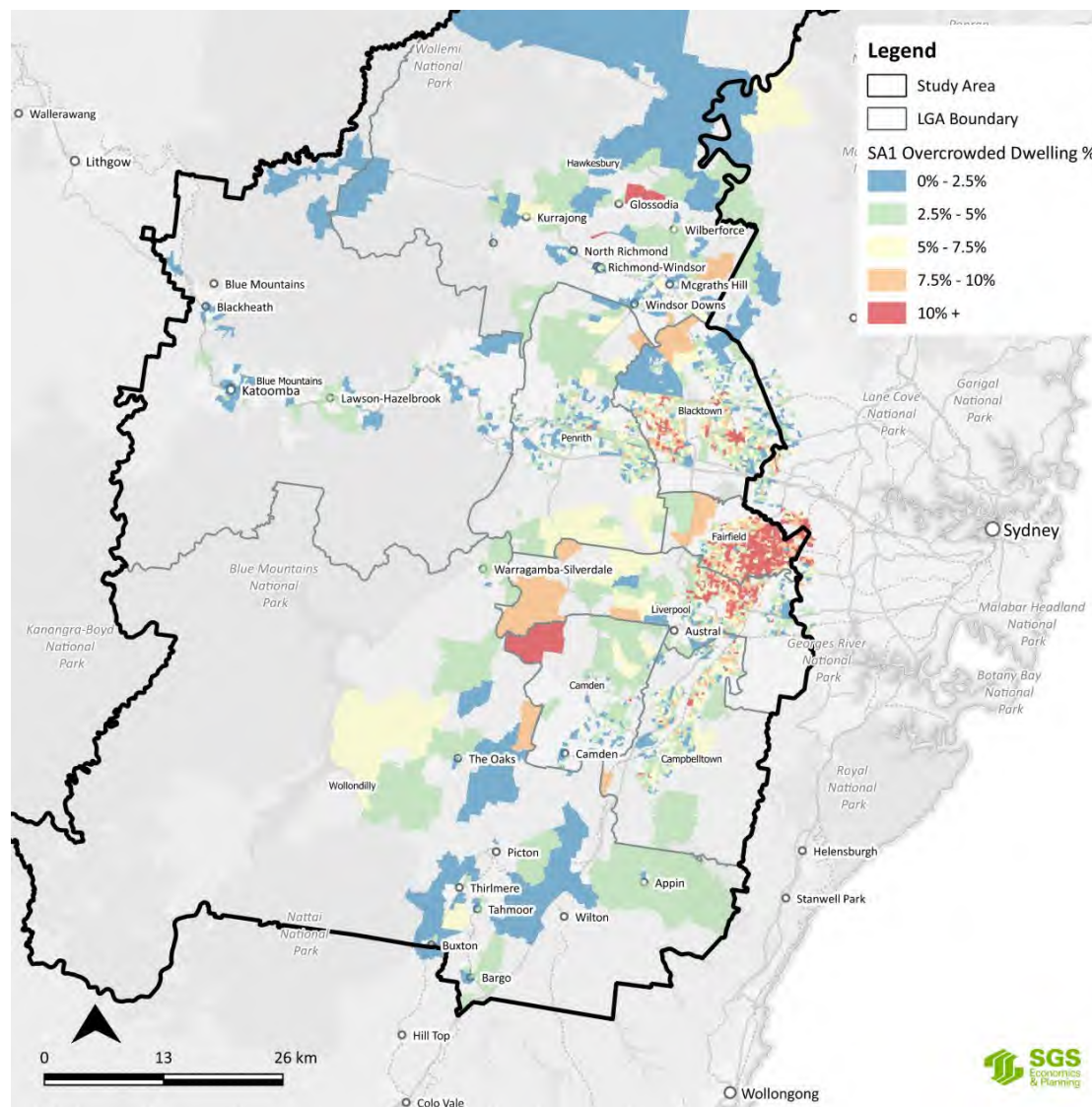
Overcrowded dwellings

- Overcrowding is one result of housing unaffordability, with people forced to live in smaller dwellings as they cannot afford a larger one.
- Overcrowded dwellings are identified as households which require one or more additional bedrooms to accommodate the household
- Severely overcrowded dwellings are those which require four or more additional bedrooms
- Most areas in the WSPP have a small percentage of dwellings which are overcrowded, however, there are some clusters with up to 15% of total dwellings being overcrowded.
- Clustering around Fairfield, Liverpool and Blacktown can be seen in more intense urban areas, especially those located nearby to transport linkages such as train stations. This is illustrated on the more detailed maps on the following pages

Source: ABS Census 2021

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OVERCROWDED DWELLINGS IN THE WSPP AREA



Overcrowded dwellings

- At the LGA level, the highest rate of overcrowding exists in Fairfield, where 1 in 8 dwellings has some overcrowding, and 1 in 440 dwellings are severely overcrowded.
- The region's overall overcrowding rate is 5.7%, with severe overcrowding at 0.09% (408 dwellings with severe overcrowding). Fairfield, Blacktown, and Liverpool have rates of overcrowding above the WSPP average rate.
- Considering tenure, overcrowded dwellings are more likely to be rented: 54% of all overcrowded dwellings are rented, compared to 31% of study area dwellings.
- Considering dwelling type:
 - Houses are more likely to be severely overcrowded (representing 86% of all severely overcrowded dwellings and 79% of all dwelling stock)
 - Apartments are more likely to be overcrowded (15% of all overcrowded dwellings compared with 9% of dwelling stock).

Source: ABS Census 2021

OVERCROWDED DWELLINGS IN THE WSPP AREA

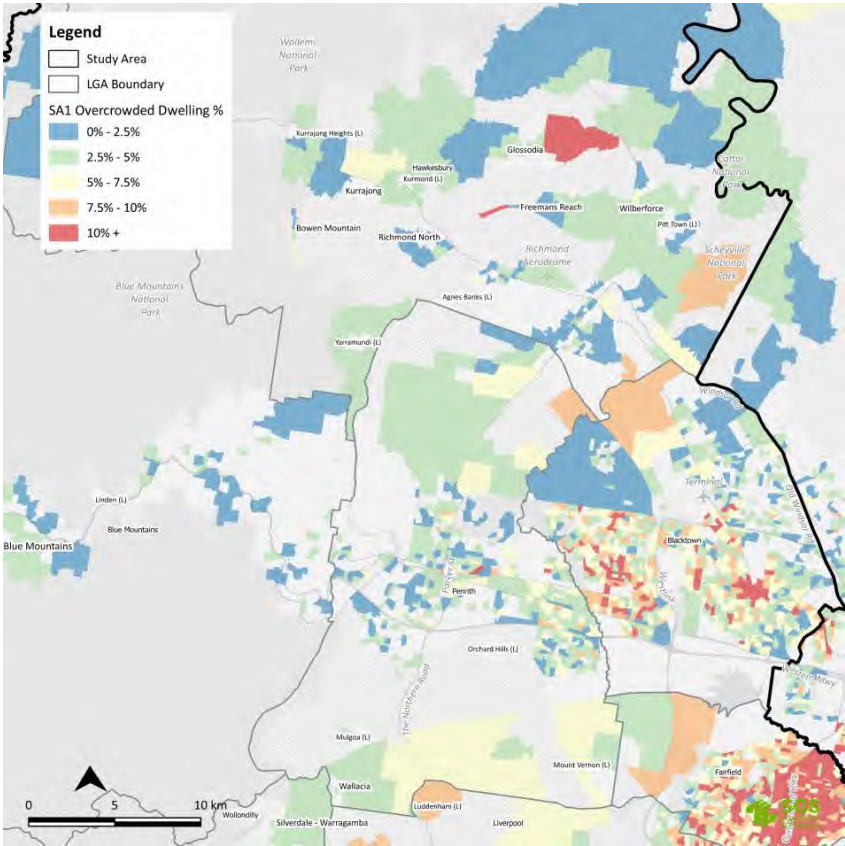
Municipality	Severely overcrowded	% of total dwellings	Total overcrowded	% of total dwellings
Blue Mountains	3	0.01%	438	1.5%
Camden	9	0.03%	742	2.1%
Campbelltown	49	0.09%	2,957	5.4%
Blacktown	103	0.09%	6,800	5.8%
Fairfield	133	0.23%	7,406	12.6%
Hawkesbury	14	0.06%	567	2.6%
Liverpool	61	0.09%	5,004	7.5%
Penrith	29	0.04%	2,468	3.5%
Wollondilly	7	0.04%	353	2.1%
Study area	408	0.09%	26,735	5.7%

Tenure mix for overcrowded dwellings	Renter	Owner	Mortgagee	Other
% of severely overcrowded dwellings	50.9%	11.0%	34.6%	3.4%
% of all overcrowded dwellings	54.0%	11.6%	32.6%	1.8%
% of all dwellings	31%	24%	38%	7%

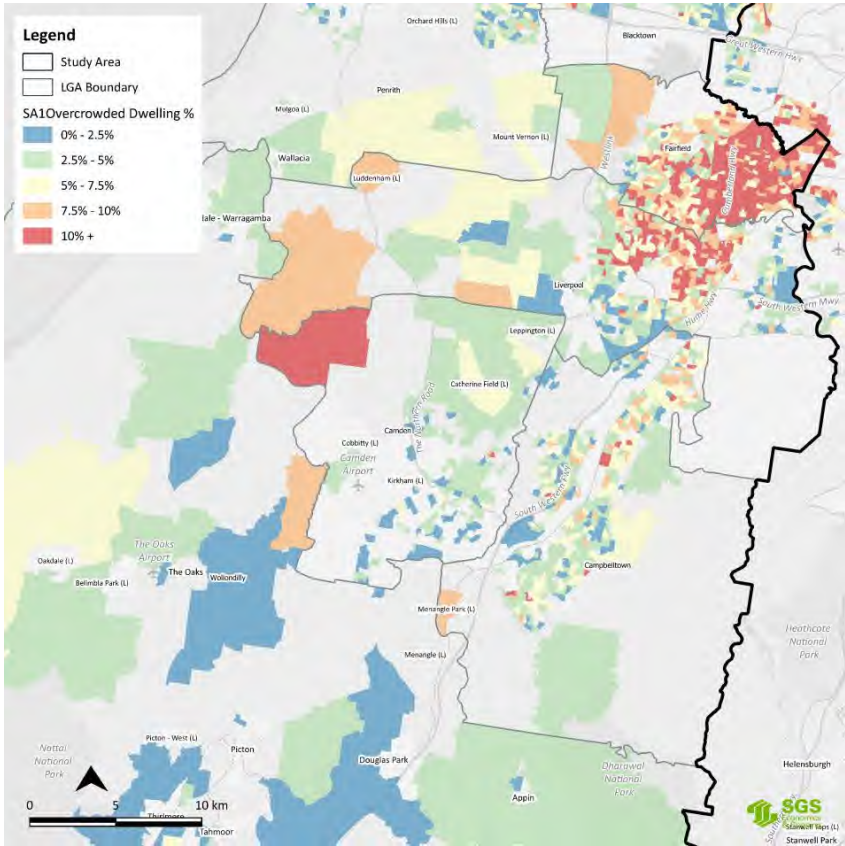
Dwelling type for overcrowded dwellings	House	Semi	Apartment	Other
% of severely overcrowded dwellings	86.8%	8.5%	4.8%	0.0%
% of all overcrowded dwellings	70.3%	13.8%	15.6%	0.3%
% of all dwellings	79%	11%	9%	0%

Overcrowded dwellings

OVERCROWDING OF HOUSING – NORTHERN AREA OF REGION

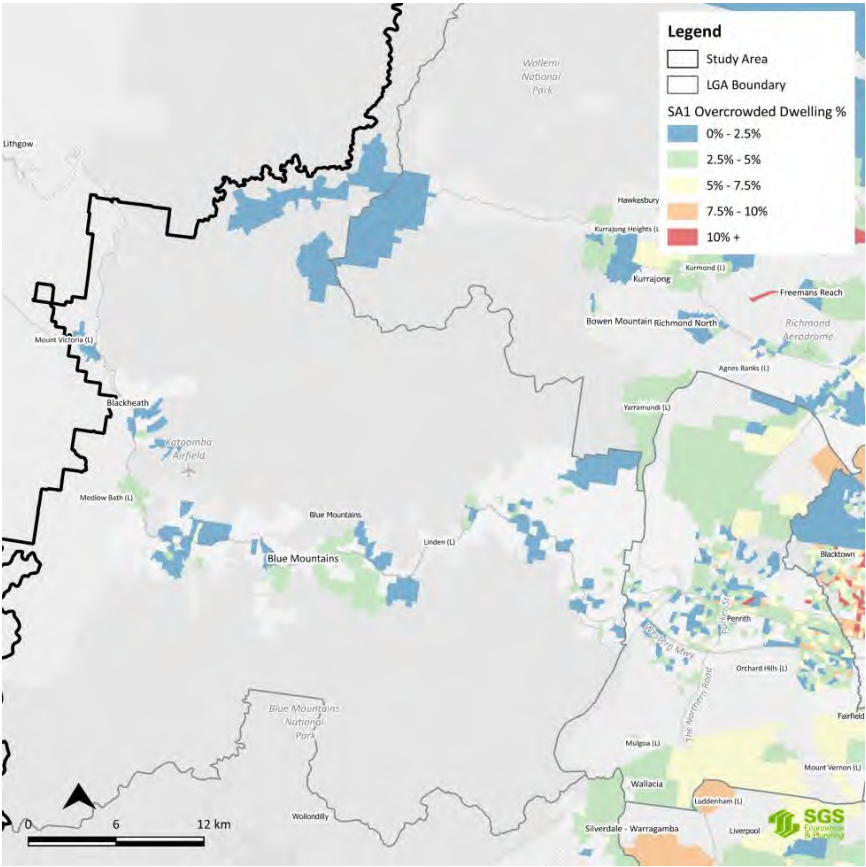


OVERCROWDING OF HOUSING – SOUTHERN AREA OF REGION



Overcrowded dwellings

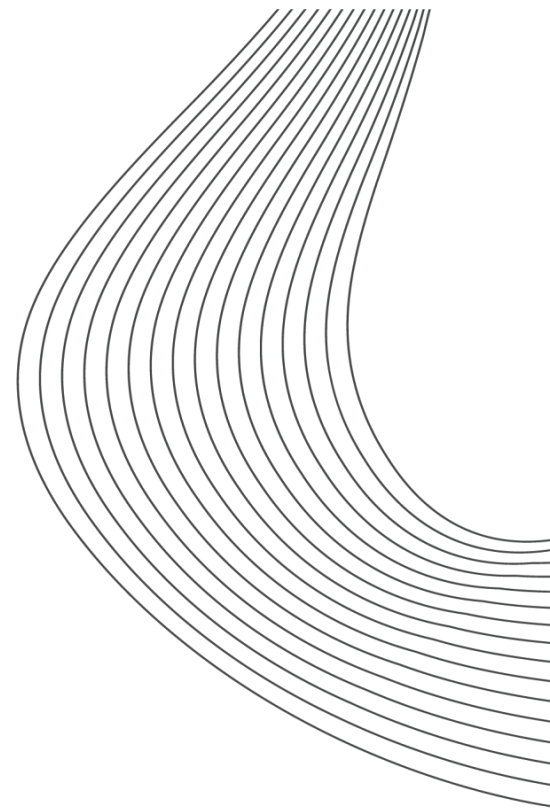
OVERCROWDING OF HOUSING – WESTERN AREA OF REGION



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02

Supply of private market affordable rental housing

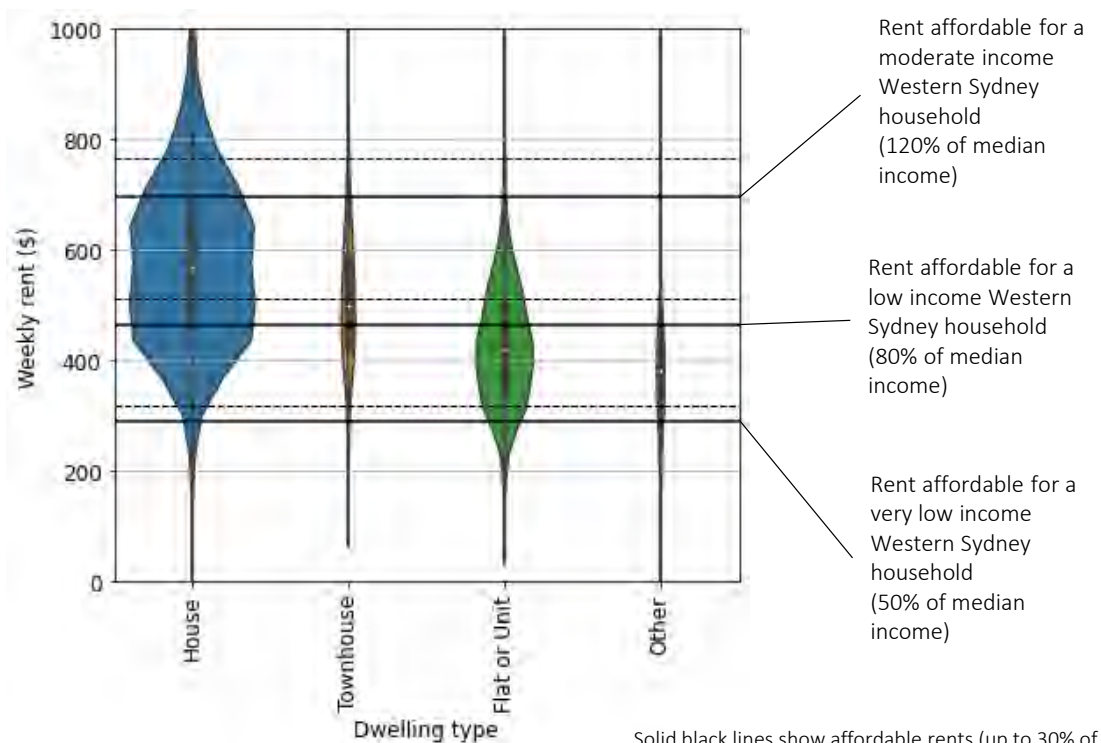


Housing in the private rental market

- The graph on right illustrates the distribution of rents by type of dwelling for new leases during the most recent 12 months of data (May 2022 – April 2023). It also shows indicative rental prices affordable for Western Sydney households at various income points (2021 census data used, as well as ABS wage index to infer incomes in 2022).
- Houses are the most common and least affordable typology in the private rental market. As a result, large households (for example families with several children) on very low incomes are likely to have difficulty finding affordable rental housing.
- Flats, units and other dwellings are relatively more affordable, with a significant proportion of units available that would be affordable to households on low incomes. There are fewer that would be affordable for those on very low incomes.
- While there are existing private rental dwellings affordable to household on low or moderate incomes, new rental stock is typically more expensive. The supply of relatively affordable private rental housing is unlikely to increase substantially.

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DISTRIBUTION OF RENTALS FOR DIFFERENT DWELLING TYPES IN THE WSPD AREA



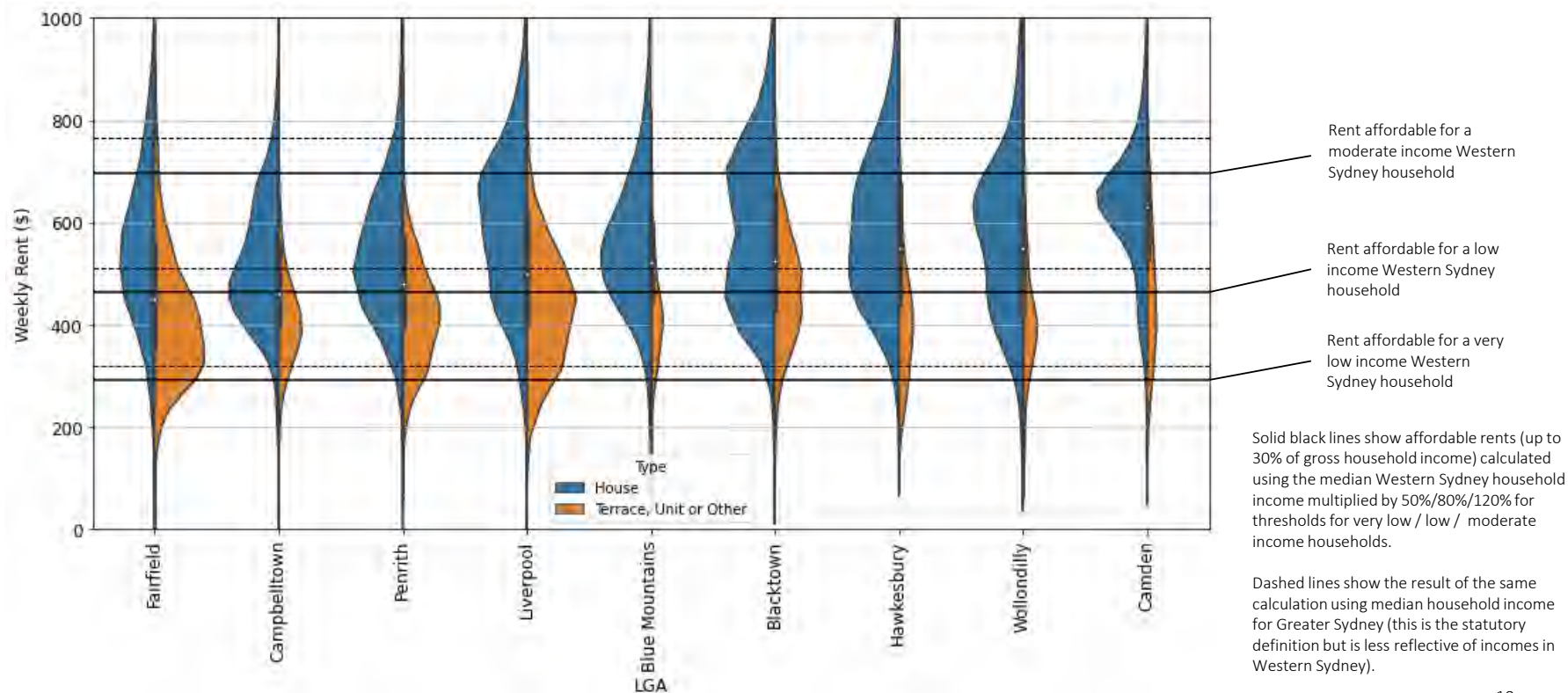
Source: SGS Economics & Planning, 2023, ABS Census 2021, NSW Fair Trading *Rental Bond Data 2022*

Solid black lines show affordable rents (up to 30% of gross household income) calculated using the median Western Sydney household income multiplied by 50%/80%/120% for thresholds for very low / low / moderate income households.

Dashed lines show the result of the same calculation using median household income for Greater Sydney (this is the statutory definition but is less reflective of incomes in Western Sydney).

Housing in the private rental market

- The figure below shows the distribution of rental prices and dwelling types for housing in the study area LGAs for new leases signed between May 2022 – April 2023
- Houses are more common and expensive across all LGAs, with a greater proportion of units affordable for households with low and very low incomes.
- Some LGAs are significantly more expensive than others. Housing is available at a broad range of rents in all LGAs, with greater variation in rents in areas with more units. More information on spatial variation in affordability is contained in the next section.



Source: SGS Economics & Planning, 2023, ABS Census 2021, NSW Fair Trading *Rental Bond Data 2022*

Housing in the private rental market

The tables below illustrate the distribution of rental prices and dwelling types for the WSPP LGAs, and the proportion of households which fall into each income category.

Only a very small proportion of the WSPP rental houses (1% to 2%) would be affordable to a very low income household, even though they make up 24% of all households in the WSPP Study Area.

For terraces and units, there is a slightly larger proportion (up to 17% in Hawkesbury) which would be affordable for a very low income household, however, these dwellings are unlikely to be suitable for larger families.

For low-income households, which make up 16% of households in the Study Area, less than a third of all houses are affordable (24% across the WSPP study area), and more than half of units (61% across the study area).

Most houses, and the vast majority of terraces, units and other dwellings would be affordable for moderate income households.

This indicates a **profound disconnect** between the incomes of a large proportion of households in the WSPP area, and the market rentals of the area.

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	Houses affordable for...			Terraces, units, other affordable for...		
LGA	Moderate income households	Low income households	Very low income households	Moderate income households	Low income households	Very low income households
Blacktown	69%	24%	1%	97%	48%	4%
Blue Mountains	83%	21%	1%	99%	74%	6%
Camden	74%	10%	0%	95%	59%	3%
Campbelltown	90%	33%	2%	99%	77%	5%
Fairfield	82%	26%	2%	96%	71%	12%
Hawkesbury	72%	21%	0%	97%	72%	17%
Liverpool	71%	20%	2%	98%	58%	8%
Penrith	87%	27%	1%	99%	67%	9%
Wollondilly	78%	23%	2%	95%	70%	9%
WSPP	78%	24%	1%	97%	61%	7%

	Moderate income households	Low income households	Very low income households
% WSPP Households in income category	19%	16%	24%

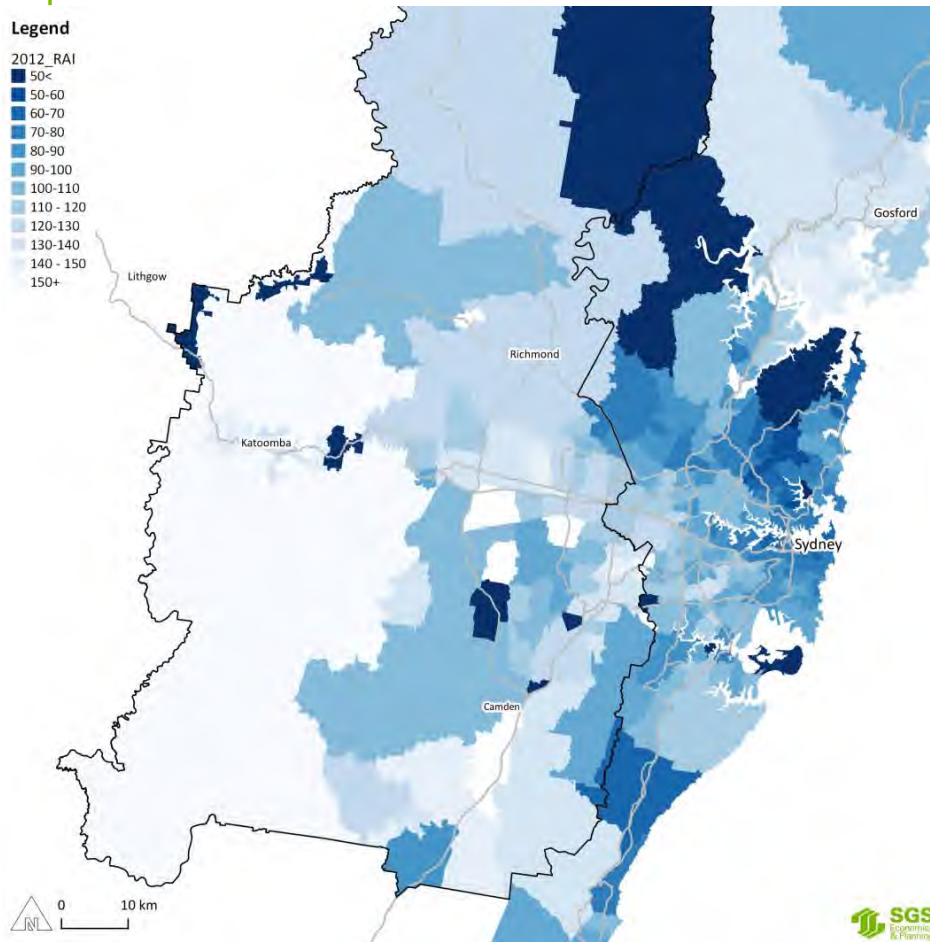
Source: SGS Economics & Planning, 2023, ABS Census 2021, NSW Fair Trading *Rental Bond Data 2022*

Rental Affordability

- The [Rental Affordability Index](#) (RAI) uses the median rental household income for Greater Sydney to consider the relative affordability of rentals in different areas. The Index compares median income to median new rental prices for a given quarter.
- A RAI of 100 indicates that the median household would pay 30% of their income for the median rent in a given geography; where the Index falls below 50, a household would be paying more than 60% of their income in rent and this is considered extremely unaffordable. Where the Index is over 150, the median household would be paying 15% or less of their income in rent.
- The maps overleaf compare rental affordability in Q2 (April to June) of 2012 to Q2 2022, which is the most recently available data. It illustrates that the broad patterns of affordability have not undergone significant change, but there has been a reduction in the overall proportion of Western Sydney with relatively affordable rents, when compared with Greater Sydney as a whole.
- It should be noted that the analysis does not take the size of dwellings into account – as discussed previously, units are more affordable than houses, and thus the areas with higher proportions of units thus appear as more affordable in the geographic analysis.
- The RAI is updated annually around November. As discussed previously, **new rental prices have risen significantly since 2022, without a commensurate increase in average earnings, which suggests that rental affordability has worsened since this analysis was completed.**

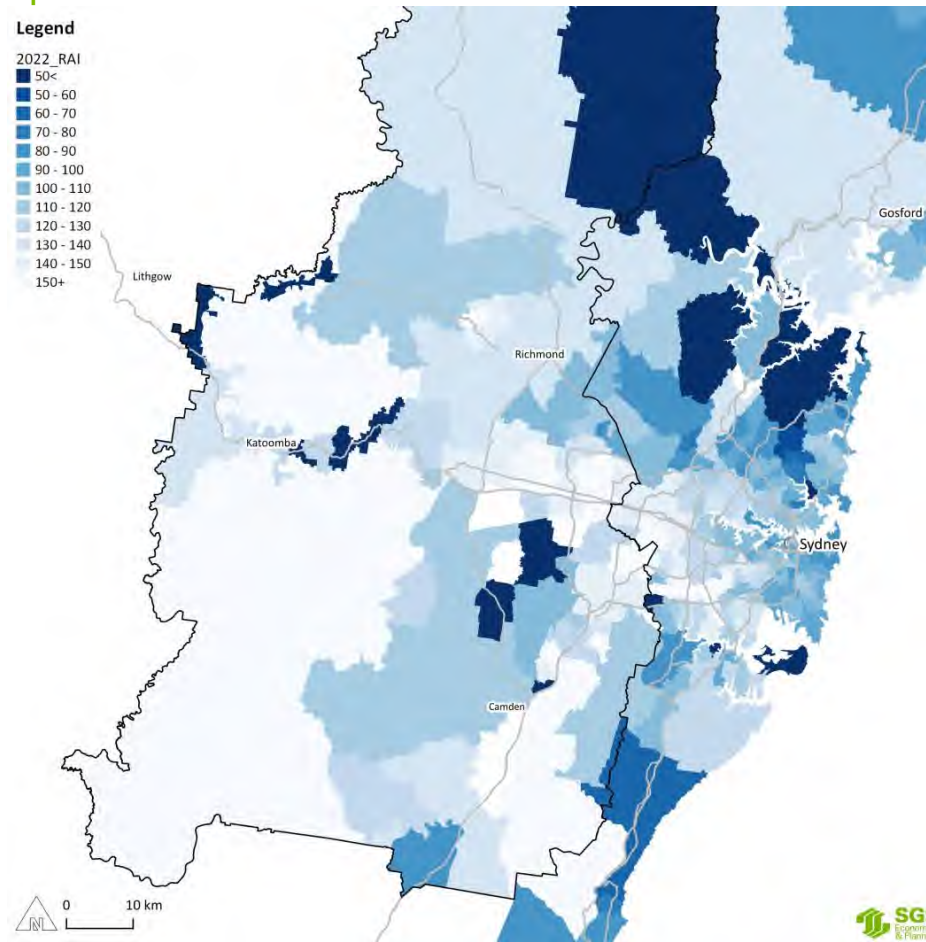
Rental Affordability

April-June 2012



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April-June 2022



Source: SGS Economics & Planning, 2022, Rental Affordability Index

Alternative affordable typologies - Secondary Dwellings

Dwelling development data was provided by the individual councils in varying formats of approvals and completions.

Broadly speaking, there has been increasing or steady building activity of secondary dwellings.

The number of separate houses in each LGA provides context to the number of secondary dwelling, whether approved or completed. More comprehensive data on secondary dwellings would enable a better understanding of their role in the WSPP area.

Given the quality of data as a limitation:

- Fairfield has the highest overall proportion of secondary dwellings approved (approximately 9.4%), with Wollondilly having a lower proportion (approximately 4.4%). Fairfield, the Blue Mountains, and Wollondilly have the most comprehensive historic data.
- Campbelltown has similar approvals and overall dwellings to Fairfield, which indicates that there may be a significant proportion of secondary dwellings, however the limited data does not enable this to be fully explored
- Despite the Blue Mountains LHS indicating that secondary dwellings are a major component of future stock, there is limited evidence in past completion rates
- Blacktown, Camden, and Liverpool appear to have similar rates of secondary dwellings as a proportion of stock (~2.5%)

Secondary dwellings										
Year	Blacktown	Blue Mountains	Camden	Campbelltown	Fairfield	Hawkesbury	Liverpool	Penrith	Wollondilly	Total
Type	Completions	Completions	Completions *Approvals	Approvals	Approvals	Approvals	Completions *Approvals	Approvals / Completions	Approvals	
2009		1							0	1
2010		0							0	0
2011		1			129				0	130
2012		2			163				0	165
2013		6			250				1	257
2014		3			384				5	392
2015	42	6	74		512	2	117	298 / 125	7	760
2016	543	24	160		557	7	139	348 / 230	36	1,466
2017	645	21	224		621	14	158	332 / 260	125	1,808
2018	625	16	184		542	14	141	302 / 262	126	1,648
2019	410		76 *140		370	9	137	233 / 168	111	1,177
2020	*334		*162		347		*196	201 / 169	64	967
2021	*351		*156	295	304		*198	134 / 178	134	1,265
2022	*389		*162	292	333		*258	226 / 139	166	1,350
Total	3,339	80	1,065	587	4,512	46	1,344	1,531	775	13,279
Existing separate houses – approximate comparison to secondary dwelling approvals/ completions										
Number of existing separate houses (2021)	106,857	32,174	36,409	48,444	47,796	21,863	54,822	61,926	17,803	428,094
Secondary dwelling approvals or completions as % of all existing separate houses	3.1%	0.2%	2.9%	1.2%	9.4%	0.2%	2.5%	2.5%	4.4%	3.1%

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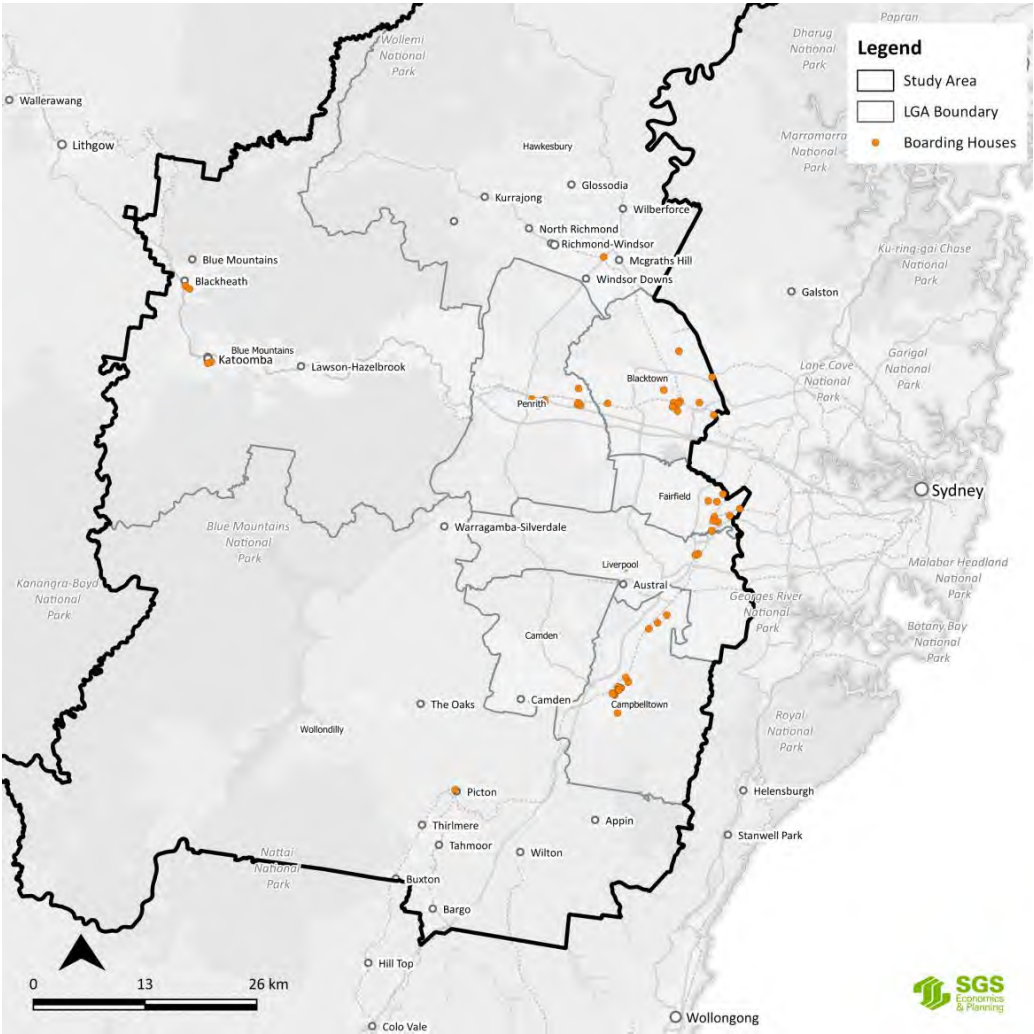
Source: SGS Economics & Planning, 2023, ABS Census 2021, Development data provided by councils

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Affordability outcomes of secondary dwellings

- Secondary dwellings are often viewed as providing relatively affordable accommodation.
- Research for SSROC has examined what secondary dwellings are used for and whether they increase supply of relatively affordable housing. Findings are likely to be similar for Western Sydney.
- Many (around 4 in 10) secondary dwellings are used as an extension to the main dwelling, and so do not increase the overall number of dwellings
- Around 1 in 10 secondary dwellings are used for short term accommodation, and so do not cater to long term residents in need of relatively affordable housing. Airbnb listings were also found to be a minor driver of uptake of secondary dwellings. This indicates that in areas with higher tourism, such as the Blue Mountains, secondary dwellings may be used for short term accommodation at higher rates.
- The remaining dwellings (around half) are occupied by separate households to the main dwellings, in most cases through the rental market. These dwellings add to overall rental supply, however many are rented informally.
- Rents for secondary dwellings are generally not affordable for low-income households and almost all low-income households living in secondary dwellings are in rental stress, so secondary dwellings do not increase the supply of relatively affordable rental housing.
- Secondary dwellings increase the flexibility of existing dwelling stock, but do not meet the objective of legislation of increasing affordability.

Source: [Secondary Dwellings in Central and Southern Sydney](#), SSROC, May 2020



Alternative affordable typologies - Boarding Houses

- There are 63 registered boarding houses in Western Sydney, providing transitory accommodation options for people with low incomes and limited other choices.
- The boarding house register does not include occupancy data, but boarding houses are generally 2 storeys or higher and contain a minimum of 5 bedrooms with shared facilities.
- Within the WSPP, most registered boarding houses are located within Penrith and Campbelltown, where there are 16 boarding houses each.
- Registered boarding houses are generally located nearby public transportation and utility links and within centres.

Blacktown	12
Blue Mountains	5
Camden	0
Campbelltown	16
Fairfield	9
Hawkesbury	1
Liverpool	3
Penrith	16
Wollondilly	1

Source: SGS 2023, NSW Boarding House Register 2023

Affordability outcomes of boarding houses

- Comparing the number of registered boarding houses with the number of recent development applications or completions for boarding houses shows that there are many more applications.
- While traditional boarding houses have been developed, many applications made up to the end of 2021 were for ‘new generation boarding houses’ with self contained studios in an apartment-style development. These applications were made under the previous **Affordable Rental Housing SEPP (2009)** which provided density bonuses for boarding houses in to incentivise the development of affordable housing.
- Research by the City Futures Research Centre for SSROC shows that many ‘new generation boarding houses’ received planning approval as boarding houses, but are run as private rental housing and do not provide affordable rents.
- This is consistent with the difference between approvals and number of registered boarding houses in Sydney – this difference can be explained by many of the boarding houses not being registered. These may not provide affordable accommodation in line with policy objectives.
- In November 2021, the **Housing SEPP (2021)** replaced the **Affordable Rental Housing SEPP (2009)**. Amongst the changes was a new requirement that boarding houses would need to be managed by a community housing provider and remain as affordable rental housing in perpetuity.
- The new policy appears to have significantly impacted on boarding house applications, with few to no applications being submitted in 2022 and 2023.

Sources: NSW Boarding House Register; Councils approvals data; Affordable housing in Central and Southern Sydney, City Futures Research Centre for SSROC, June 2018

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REGISTERED BOARDING HOUSES AND RECENT APPROVALS, BY LGA

LGA	Registered boarding houses	Recent boarding house applications (over five years)	Boarding house rooms in applications
Blacktown	12	40 applications 18 approved 22 refused, withdrawn, or deferred	248 rooms approved 213 rooms refused, withdrawn, or deferred
Blue Mountains	5	Data not provided	
Camden	0	1 application	12 rooms in application
Campbelltown	16	15 approved	220 rooms approved
Fairfield	9	Data not provided	
Hawkesbury	1	Data not provided	
Liverpool	3	8 approved	140 rooms approved
Penrith	16	46 applications 24 approved / 21 refused or withdrawn / 1 under assessment	332 rooms approved 454 rooms refused or withdrawn 19 rooms under assessment
Wollondilly	1	0	0
Total	63		

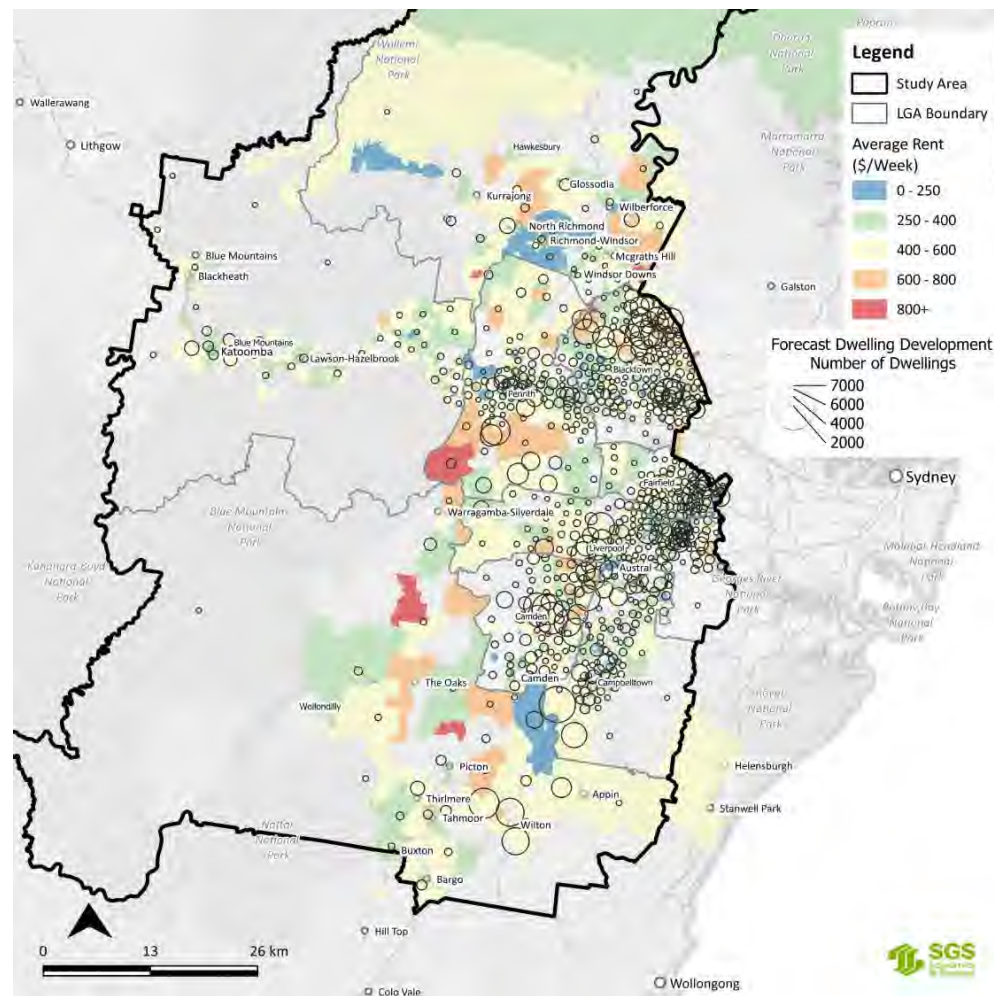
Source: NSW Boarding House Register, Development data provided by councils

Potential displacement of relatively affordable rental housing by future development

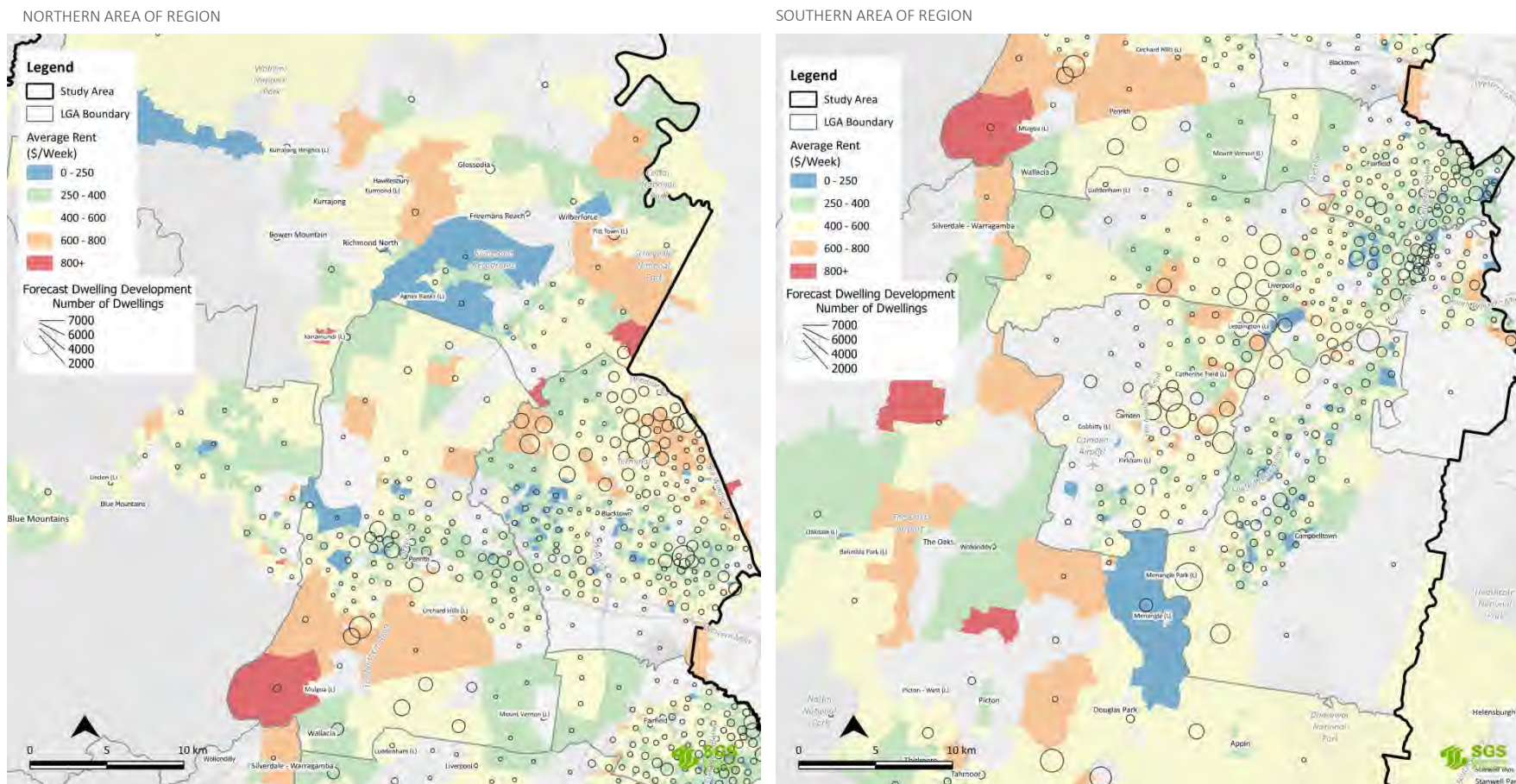
- Some areas of Western Sydney currently have relatively affordable rents, and redevelopment in these areas has the potential to replace these relatively affordable rental dwellings with more expensive dwellings, displacing lower income households.
- Mapping average rents against development forecasts by Transport for NSW shows where a combination of low rents and expected development creates this risk.
- More detailed maps are shown on the following pages.
- In the metropolitan rural area (most of Wollondilly, Blue Mountains and Hawkesbury), rents are generally moderate. Development in these areas is also likely to be in greenfield contexts, which is unlikely to result in the widespread loss of relatively affordable rentals.
- There are clusters of future development and low rents indicating potential displacement at Liverpool CBD, Penrith, Blacktown CBD, Miller and surrounds, Bonnyrigg, and Campbelltown-Macarthur. In these areas, there may be loss of relatively affordable rental as infill redevelopments take place.

Source: ABS Census 2021; Transport for NSW 2022 T2P22 Forecasts

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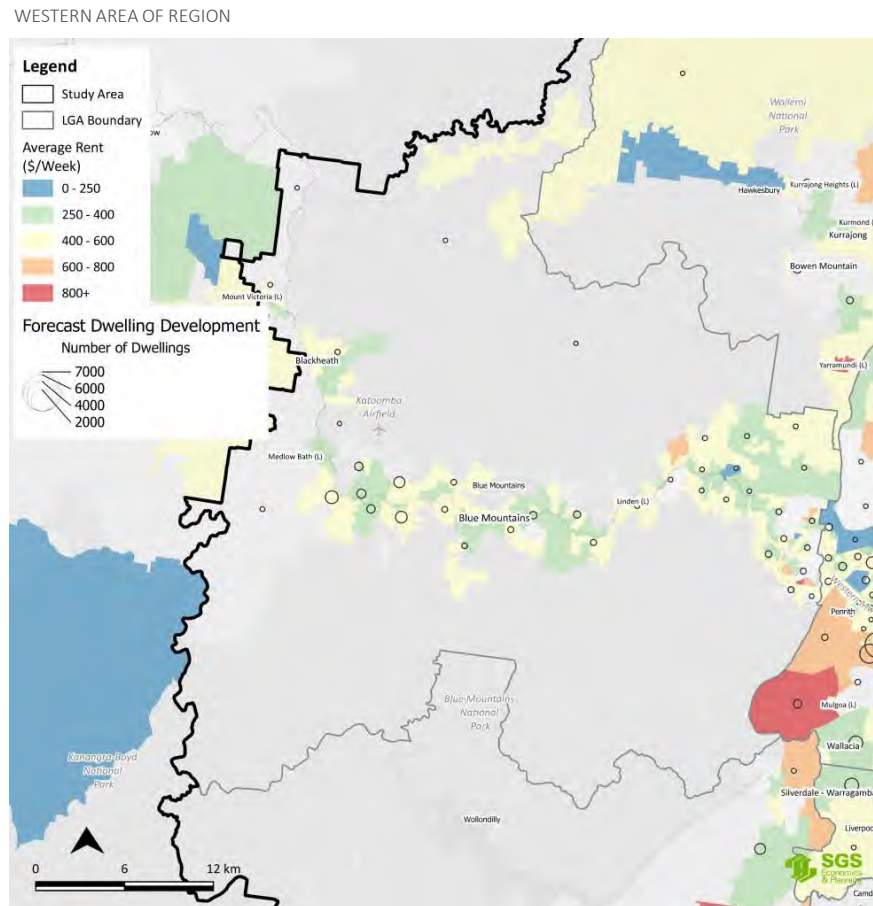


Potential displacement of relatively affordable rental housing by future development

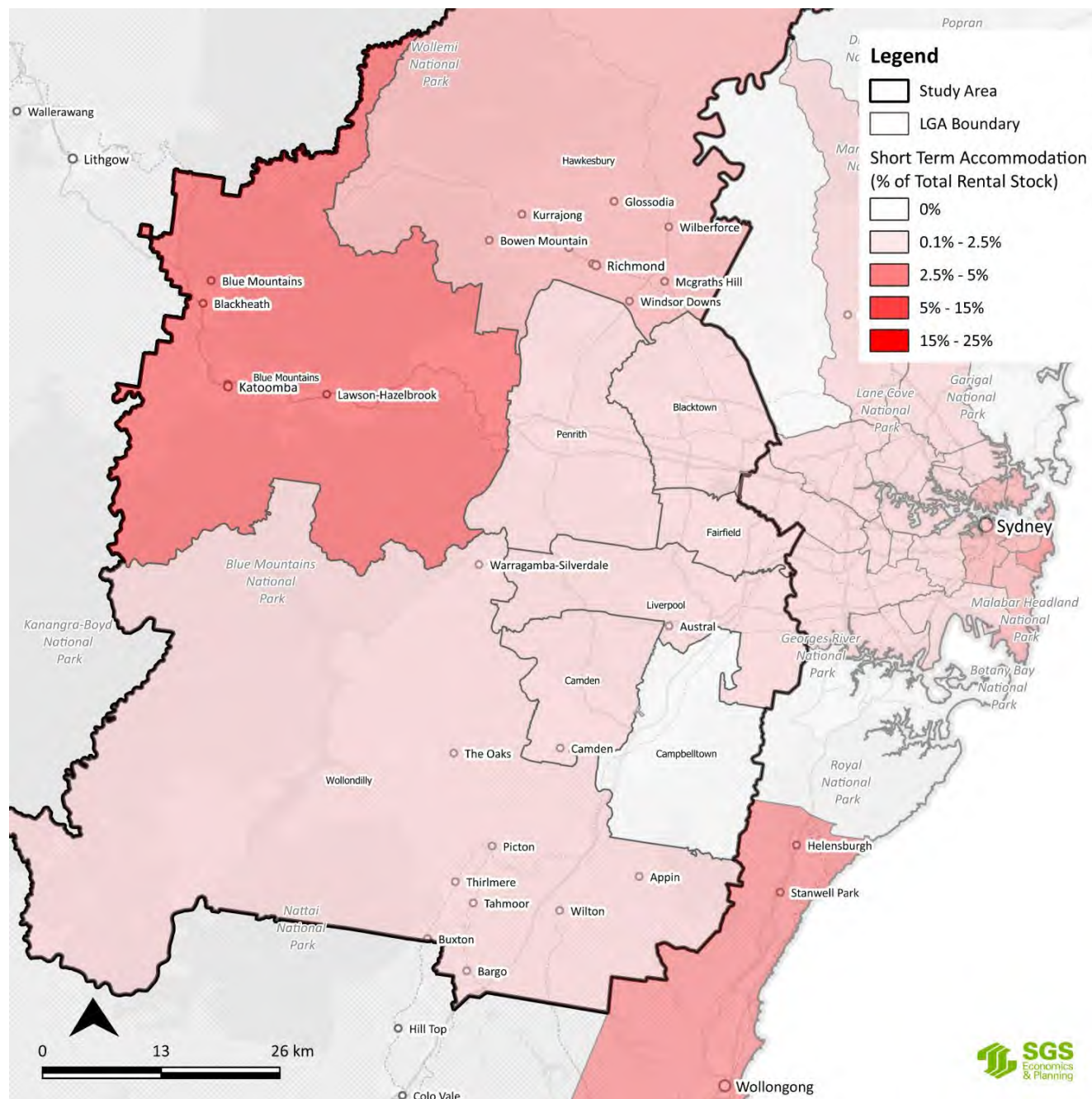


Source: SGS Economics & Planning, 2023, ABS Census 2021; Transport for NSW 2022 T2P22 Forecasts

Potential displacement of relatively affordable rental housing by future development



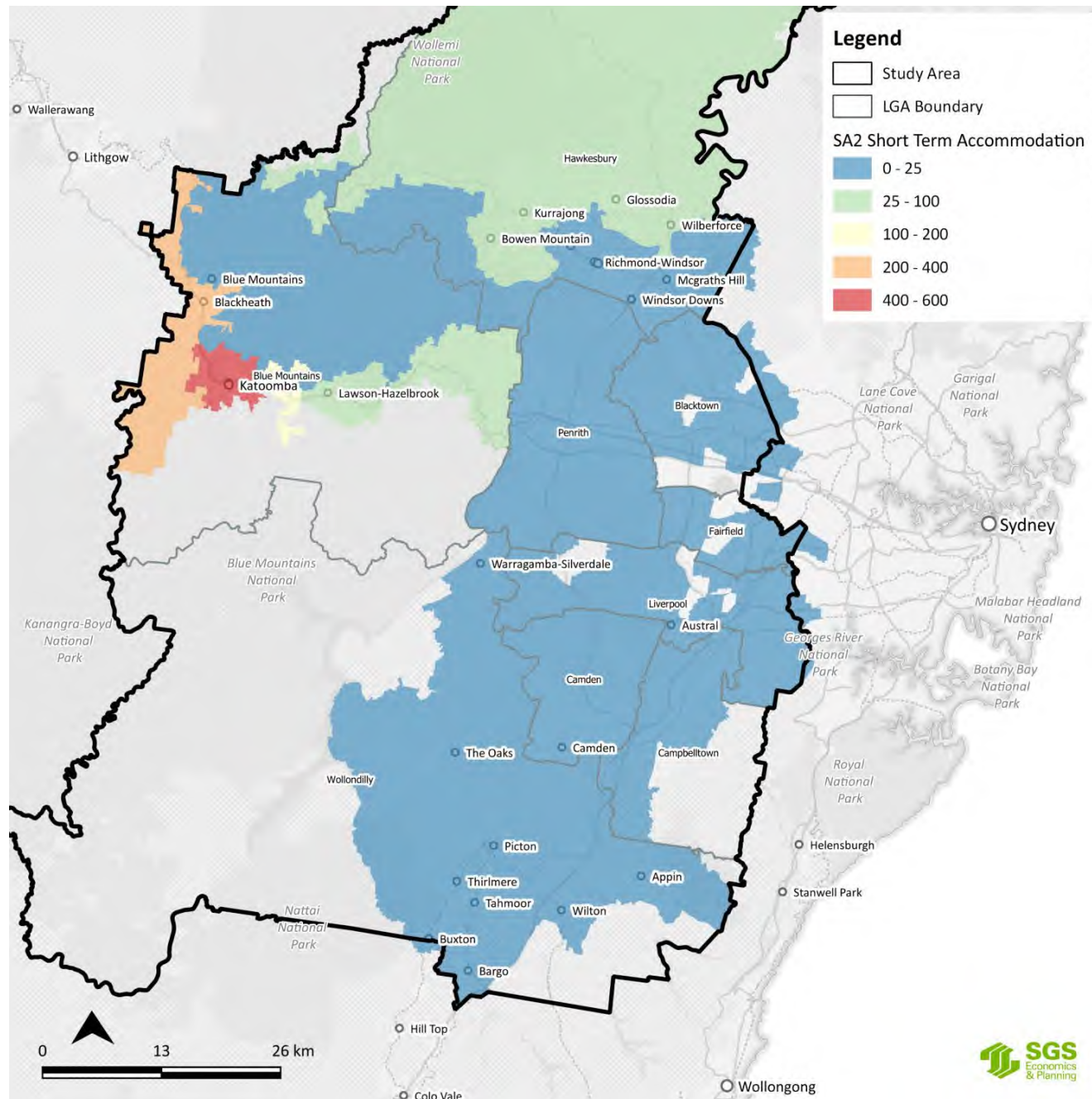
Source: SGS Economics & Planning, 2023, ABS Census 2021; Transport for NSW 2022 *TZP22 Forecasts*



Potential displacement of relatively affordable rental housing by holiday rentals

- The introduction of Airbnb and other holiday rental platforms has prompted many landlords to remove their dwellings from the private rental market and make them available for short-term holiday rentals.
- This has led to acute shortages of rental housing in some inner city and coastal locations in Sydney where STRA can make up significant proportions of all rental housing.
- However, this is not the case in Western Sydney, where listings rarely get above 2.5% of the private rental market, with the exception of the Blue Mountains and Hawkesbury, which have significant tourist economies. In these LGAs, there may need to be further investigation into the relationship between STRA and affordable housing. This would help to understand how STRA is affecting the affordability of the private rental market.

Source: NSW Fair Trading *Rental Bond Data 2022*, NSW Short term rental accommodation register 2022



Potential displacement of relatively affordable rental housing by holiday rentals

- The map at left illustrates the number of dwellings used for short term rentals in each SA2
- Short term rental accommodation is primarily concentrated in the Blue Mountains LGA, with STRA also found the Hawkesbury region
- This indicates that in the more inner urban areas of Western Sydney, the displacement of long-term rentals by STRA is not likely to be a widespread issue at this time

Source: NSW Short Term Rental Accommodation Register

Potential displacement of relatively affordable rental housing by holiday rentals

- The total number of listings in each LGA is shown in the table on the right compared to the size of the private rental market.
- Entire home listings are most relevant to compare to the private rental market, as entire homes listed on Airbnb may be on the private rental market if they were not on Airbnb.
- Entire home listings are only a very small fraction of the size of the private rental market in each LGA in Western Sydney, and so the impact on affordability in these LGAs of Airbnb is likely to be minimal.

LGA	Entire home STRA Listing	Private or shared room STRA Listing	Total STRA listings	Private rental dwellings (2021)	Entire home STRA listings as % of private rental dwellings
Blacktown	48	66	114	35,352	0.1%
Blue Mountains	639	382	1,021	4,490	14.2%
Camden	22	18	40	8,459	0.3%
Campbelltown	16	21	37	14,876	0.1%
Fairfield	26	23	49	17,318	0.2%
Hawkesbury	67	109	176	4,461	1.5%
Liverpool	25	42	67	20,378	0.1%
Penrith	42	48	90	22,521	0.2%
Wollondilly	-	-	-	2,427	0.0%
Total	885	709	1,594	130,282	0.7%

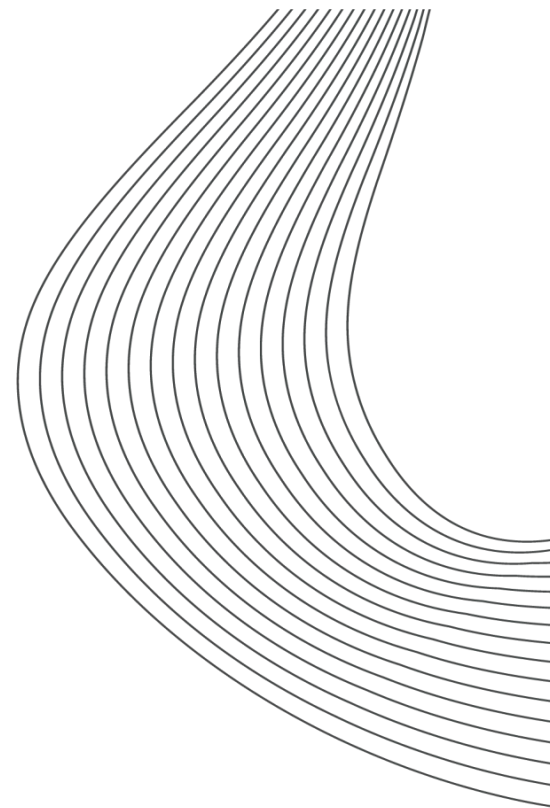
Source: SGS 2023, STRA Registry 2023, ABS Census 2021

Existing housing capacity

- A review of the capacity of each council's existing land zoning was undertaken through the lens of their Local Housing Strategies (LHS). This was compared with the 2022 DPE Common Planning Assumptions' projected, implied housing demand (how many dwellings would be needed in future to accommodate the anticipated future population). The analysis suggests there is more than enough zoned capacity to accommodate projected, implied housing demand to 2041 in the WSPP region.
- Note that the development of each LHS was undertaken from 2018 onwards, with a baseline of 2016 for the purposes of housing targets, as set out in the Region Plan. Councils also used varying methodologies for each LHS – the quoted capacities across the study area are not necessarily directly comparable with each other.
- Regardless, the comparison of quoted existing zoned capacity to the total dwellings by LGA in 2021 illustrates the relative constraints of the region:
 - The Blue Mountains, Fairfield, and Wollondilly have limited relative zoned capacity, likely due to various land use constraints.
 - Areas with larger proportions of existing zoned capacity are more likely to have large areas of greenfield land.
- Changes to population projections following the COVID-19 pandemic are likely to impact the future demand for dwellings, both by number and by type.
- While zoned capacity indicates that a certain quantum of dwellings are theoretically able to be built, development of these dwellings may not be viable, or development may be constrained by other issues.

LGA	Year LHS finalised	Existing zoned capacity	Total existing dwellings 2021	Net additional implied demand 2031	Net additional implied demand 2041
Blacktown	2020	97,000	133,984	17,909	46,709
Blue Mountains	2020	3,052	35,239	4,408	7,211
Camden	2021	16,271	39,601	12,832	35,087
Campbelltown	2020	31,500	63,128	9,711	23,296
Fairfield	2020	18,110	67,658	7,731	18,321
Hawkesbury	2020	8,890	25,523	2,577	6,548
Liverpool	2020	89,652	77,895	13,912	32,064
Penrith	2022	23,300 to 32,000	81,250	10,186	25,696
Wollondilly	2021	3,311	18,918	5,408	14,733
Total		299,786	543,196	84,674	209,666

Source: ABS Census 2021, Council Local Housing Strategies, DPE 2022 Common Planning Assumptions



03

Supply of non-market affordable rental housing

Supply of social and affordable housing, by LGA

- Social and affordable housing (SAH) supply has been assessed based on responses to the ABS census.
- The ABS Census captures the 'landlord' of occupied dwellings, including state or territory housing authorities and community housing providers.
- **Public housing** is owned and leased by state housing authorities, and comprises social housing only.
- **Community housing** is housing which is managed by Community Housing providers, (CHPs) which provide both social housing and affordable housing.
- **Social housing** is targeted at households in high needs and very low incomes.
- **Affordable housing** is targeted at lower-middle income households, often key workers. Rent is set at either a discount of the market rent, or as a proportion of the tenant's income (typically 25 to 30%).
- There were around 27,965 SAH dwellings in total across Western Sydney in 2021, with public housing (social housing only) much more commonly reported than community housing (social and affordable housing).
- The highest numbers of SAH in the study area are in the Blacktown, Campbelltown, Liverpool and Fairfield LGAs.
- While this provides the best available data on public and community housing, Census data understates the actual number of dwellings due to reliance on household responses. Therefore, the numbers here undercount the total dwellings, particularly for community housing.

SOCIAL AND AFFORDABLE HOUSING DWELLINGS BY LGA (2021)

LGA	Public housing dwellings (Social housing)	Community housing dwellings (Social and affordable)	Total public and community housing dwellings	SAH as a percentage of all dwellings	All dwellings
Blacktown	7,143	775	7,918	5.9%	133,984
Blue Mountains	212	388	600	1.7%	35,239
Camden	379	133	512	1.3%	39,601
Campbelltown	4,579	484	5,063	8.0%	63,128
Fairfield	3,939	1,021	4,960	7.3%	67,658
Hawkesbury	543	264	807	3.2%	25,523
Liverpool	3,927	788	4,715	6.1%	77,895
Penrith	2,415	789	3,204	3.9%	81,250
Wollondilly	86	100	186	1.0%	18,918
Total	23,223	4,742	27,965	5.1%	543,196

Source: ABS Census 2021

Supply of social and affordable housing, 2006 to 2021

- Based on 2021 Census data, between 2006 and 2021, the total number of social and affordable dwellings in the study area decreased by 436. The overall increase in dwellings in the study area over the same period was 136,237.
- This represented **a fall in the proportion of social and affordable dwellings from 7% in 2006 to 5.1% in 2021.**
- Despite an increase of around 300 social and affordable dwellings between 2016 and 2021, the scale of development taking place means that the proportion of social and affordable housing fell by 0.8% in that period.
- There is no available data which shows the pipeline of SAH, but unless past trends change, development is unlikely to meet demand of SAH, which remains at a consistent percentage of overall dwelling stock.
- Note: Census data tends to understate the actual number of public and community housing dwellings due to reliance on household responses.

SOCIAL AND AFFORDABLE HOUSING IN THE STUDY AREA (2006-2021)

	2006	2011	2016	2021	Change 06-21	Change 16-21
Public housing dwellings (Social housing)	6.6%	6.1%	5.4%	4.3%	-2.3%	-1.1%
Community housing dwellings (Social and affordable)	0.4%	0.5%	0.5%	0.9%	+0.5%	+0.4%
Total public and community housing dwellings (%)	7.0%	6.7%	5.9%	5.1%	-1.9%	-0.8%
Total public and community housing dwellings	28,401	28,395	27,622	27,965	-436	+343
Total dwellings	406,959	427,741	467,445	543,196	+ 136,237	75,751

Source: ABS Census 2006, 2011, 2016, and 2021

Land and Housing Corporation owned residential properties, by LGA

- Census data tends to understate the actual number of social and affordable dwellings. Supplementary data was provided by Land and Housing Corporation (LAHC) in May 2023, to be used in conjunction with the 2021 census data.
- Properties owned by LAHC are all used for social housing, but they are not all leased by government authorities – some are managed and leased by CHPs. This means that the number of LAHC owned properties is not directly comparable to the number of public housing dwellings recorded under the census.
- It should be noted that not all properties will be occupied at any given point.

2021 Public Housing Authority <i>Leased Dwellings</i>	2021 Community Housing Provider <i>Leased Dwellings</i>	2021 Social and Community Housing <i>Leased</i> Dwellings
23,223	4,742	27,965

Source: ABS Census 2021

2023 LAHC <i>Owned Dwellings</i>
30,698

Source: LAHC 2023

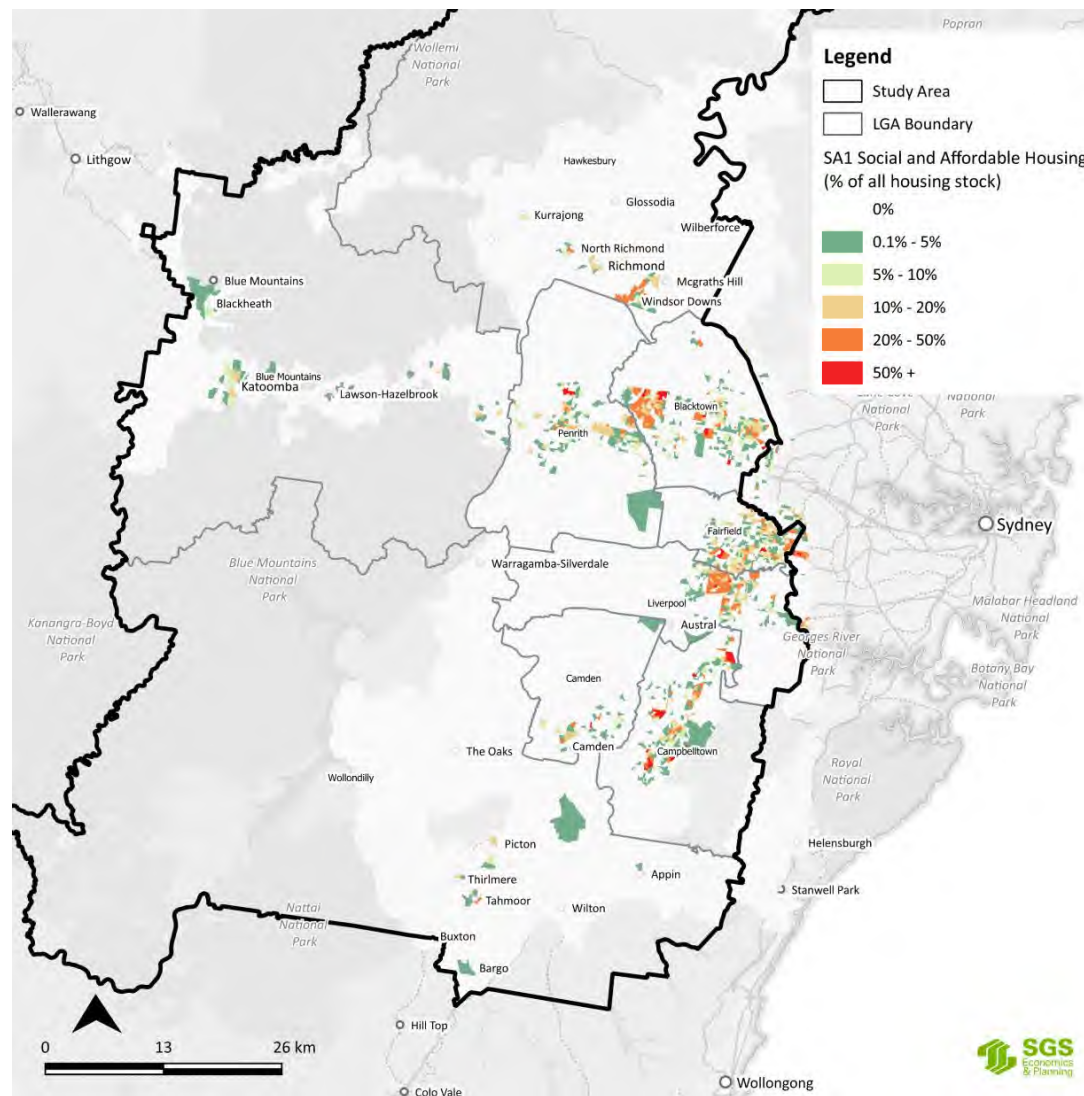
SOCIAL AND AFFORDABLE HOUSING DWELLINGS BY LGA, MAY 2023

LGA	LAHC owned residential properties
Blacktown	9,134
Blue Mountains	535
Camden	359
Campbelltown	6,215
Fairfield	4,985
Hawkesbury	911
Liverpool	5,226
Penrith	3,010
Wollondilly	133
Total	30,698

Source: LAHC 2023

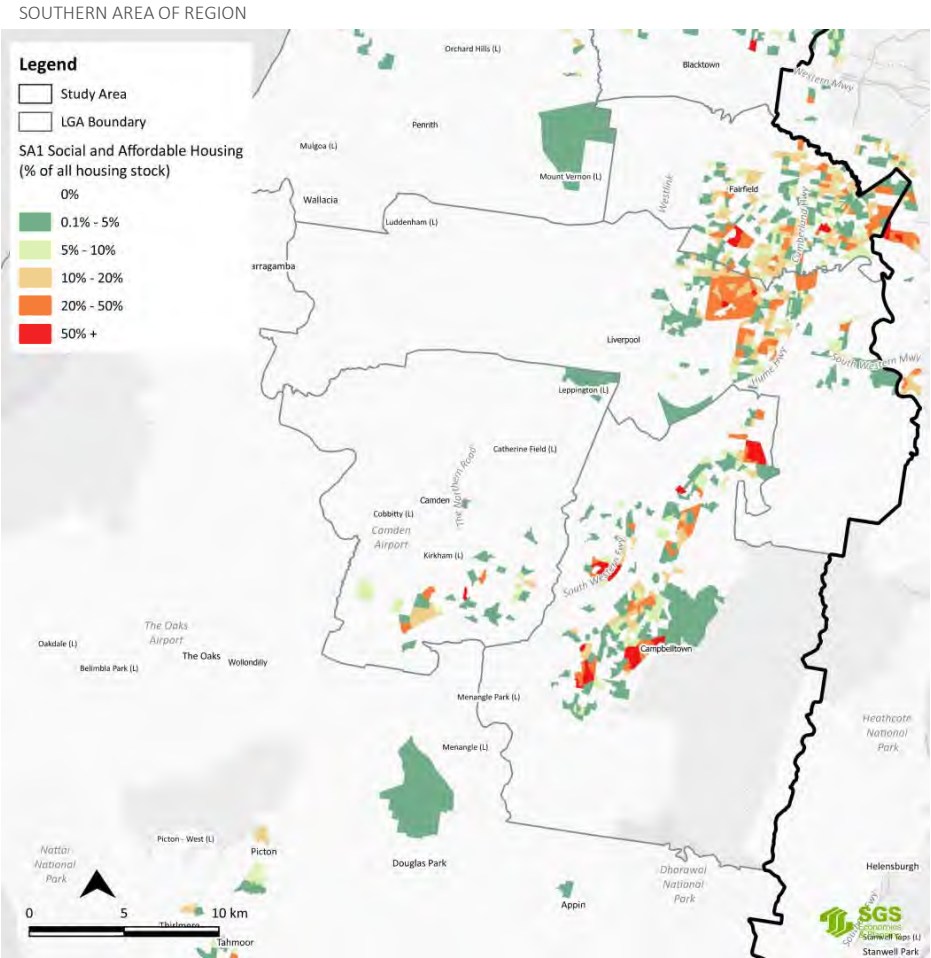
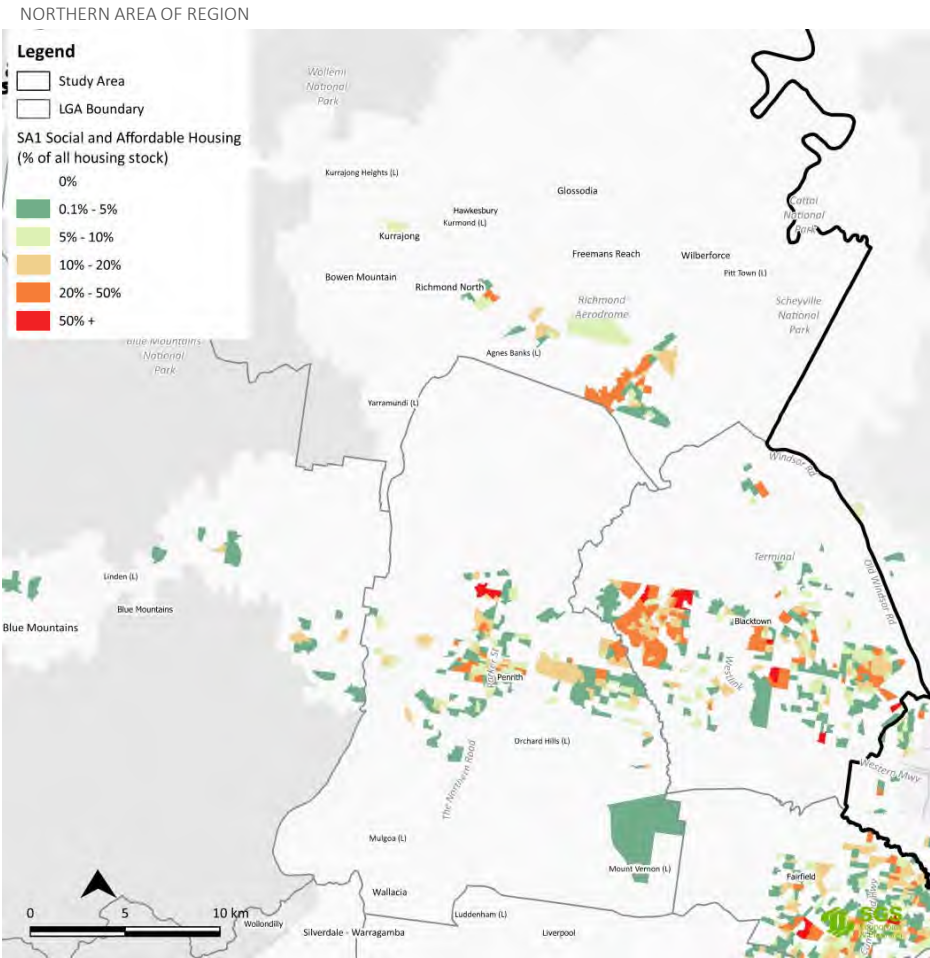
Location of social and affordable housing

- The majority of SAH is located within the more urban municipalities. While there are SAH dwellings in the Blue Mountains, Wollondilly and Camden, they are not in the same concentrations as other LGAs.
- Within the Blue Mountains, most SAH is located in the well-connected centres.
- Wollondilly has a small amount of SAH near Picton & Tahmoor.
- Most SAH in Hawkesbury is located around Richmond and Windsor, the two major population centres of Hawkesbury.
- More detailed maps are shown on the following pages, showing areas with high proportions of SAH in estates in the Penrith, Blacktown, Fairfield, Liverpool and Campbelltown LGAs.
- In Campbelltown, redevelopment of the Claymore and Airds Bradbury public housing estates is underway, where these areas will be more dense and have mixed tenure, instead of estates with only SAH.



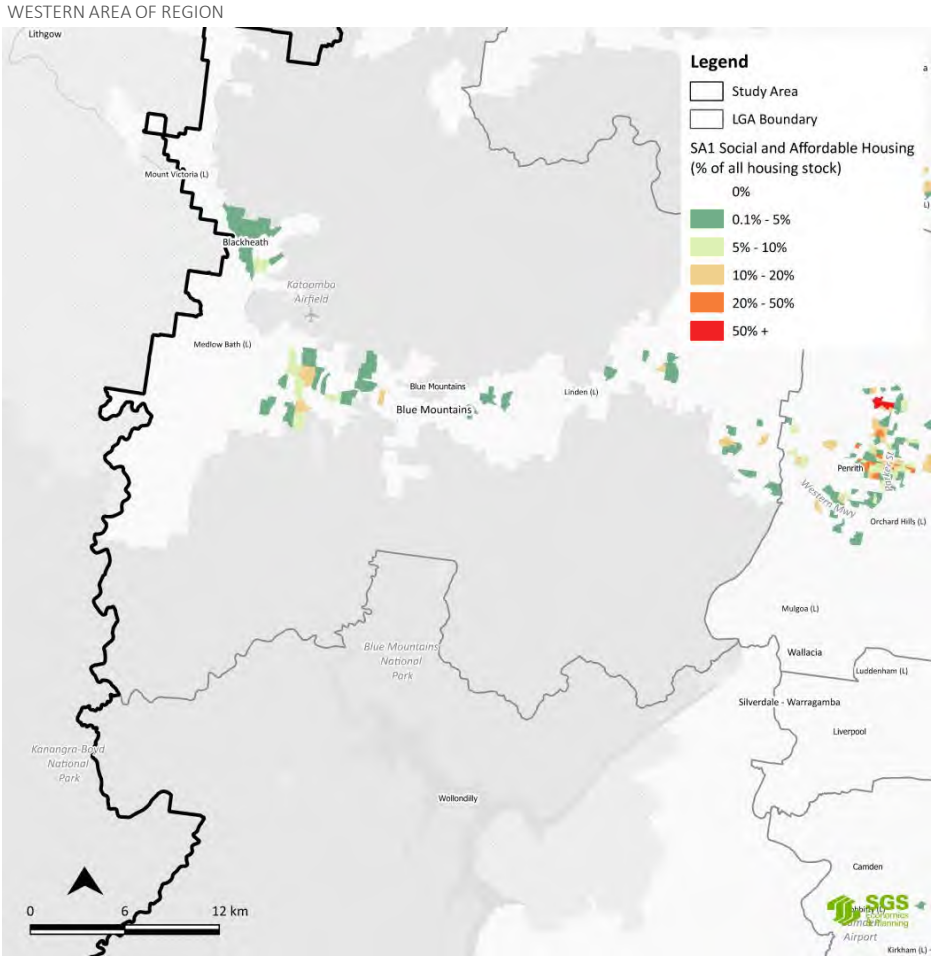
Source: SGS Economics & Planning, 2023, ABS Census 2021

Location of social and affordable housing



Source: SGS Economics & Planning, 2023, ABS Census 2021

Location of social and affordable housing

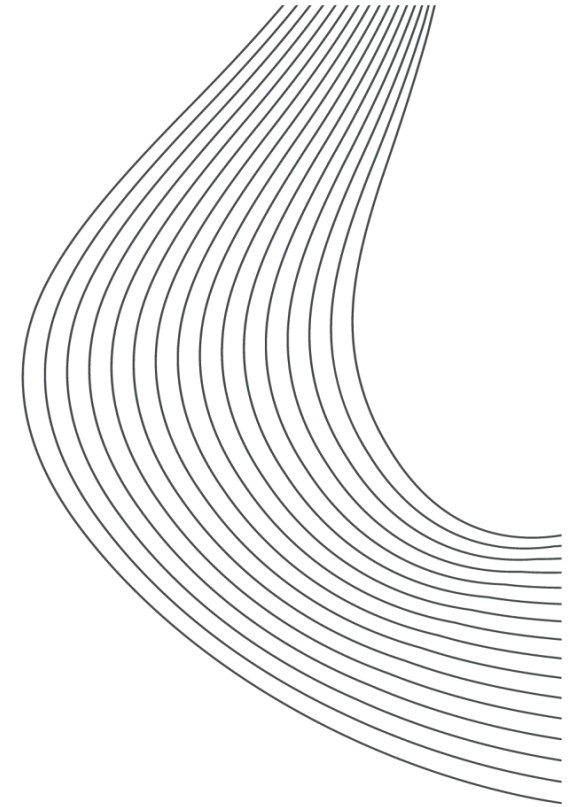


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Source: SGS Economics & Planning, 2023, ABS Census 2021

04

Demand and gap analysis



Housing unaffordability

The problem of unaffordability

- Continued increases in the costs of housing relative to incomes leaves households with less money to spend on essential items (food, utilities) and less disposable income.
- This problem is particularly acute for lower income earners who have relatively little disposable income. Increasing housing costs for households on low incomes is likely to require them to cut back spending on essentials.

Measuring housing stress

- The impact of rising housing costs on households can be measured in different ways. One of these is **housing stress**, which quantifies whether households are spending a high proportion of their income on housing. **Households are said to be in housing stress if they have moderate, low or very low incomes, and spend 30% or more of their income on housing.**
- The number of households in housing stress is measured to provide an estimate of how much social and affordable housing is needed. Most households in housing stress would require housing assistance to access housing at an affordable rate.
- Lower income households are more likely to require housing assistance.
- People in social housing or are experiencing homelessness all require housing assistance.
- Only some people at moderate incomes in housing stress may need affordable housing.

Methodology

The SGS Housing Assistance Demand Model measures the number of households who currently need affordable housing, segmented by demographic and spatial variables, and forecasts the evolution of this need subject to factors such as expected population growth, demographic shifts, changes in household incomes, and the evolution of rental rates.

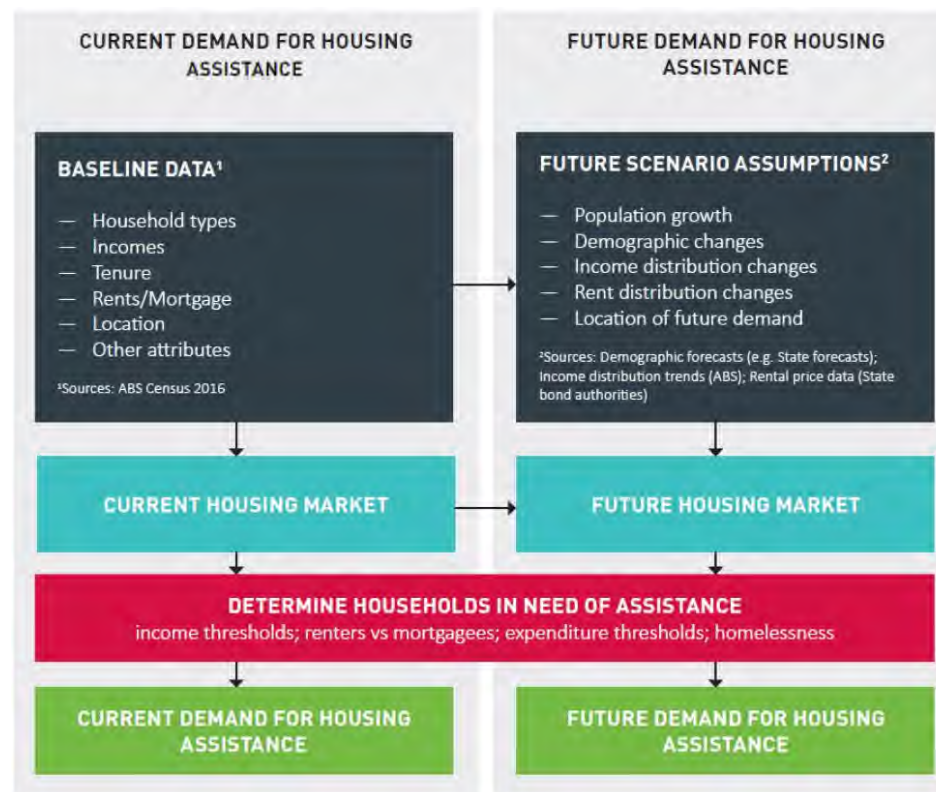
For the purposes of this analysis, the model is used to estimate housing unaffordability through **rental stress**.

The model uses the following key datasets:

- ABS Census 2021
 - Weekly rent
 - Weekly household income
 - Household type
 - Tenure type
 - LGA - to show spatial distribution
 - Weekly equivalised income
- 2021 ABS estimation of homelessness (cat 2049.0)
- Forecasts of household by type – from the Department of Planning and Environment 2022 Population and Dwelling Forecasts.

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HOUSING ASSISTANCE DEMAND MODEL OVERVIEW



Source: SGS Economics & Planning, 2020

Methodology

The structure of the Housing Assistance Demand model follows three key steps:

- Estimation of the number of households in each combination of the following categories using a series of one and two-variable cross-tabulations from the census (it is not possible to directly download the full cross-tabulation of these variables from the Census Table Builder, because the ABS randomizes small values in output tables):
 - LGA
 - Household income
 - Equivalised household income
 - Rent
 - Household type
 - Tenure type

A process called iterative proportional fitting (in statistics) or the RAS algorithm (in economics) is used for this estimation.

- Estimation of the proportion of households likely to be in housing stress based on income vs rent results (from the previous step), and forecast changes in rent vs income in the future
- Alignment of the results with the forecast number of dwellings by household type from the NSW Government
- Addition of homeless households (who would not be counted with other households) using ABS census data.

Inputs

The main data inputs are:

- 2021 census data
- Household projections, which correct for systematic errors in Census data (e.g. undercount) and show how the number and composition of households is likely to change in the future.

Defining levels of housing stress

The following categories are used in defining housing stress and likely need.

Moderate rental stress

- Households which spend 30-50% of their income on rent

Severe rental stress

- Households which spend over 50% of their income on rent

Homeless

- While homeless people are not experiencing rental stress, they are in acute need of housing assistance.
- ABS defines this as *people in highly overcrowded dwellings, staying temporarily with others without a fixed address and those living in boarding houses as well as people sleeping rough*. The ABS typically undercounts the prevalence of homelessness.
- The people in highly overcrowded dwellings category has not been included in the calculation, as these households may already be counted through the rest of the model.

Social and affordable housing

- This includes households in public housing and community housing provided by community housing organisations
- Households in social housing pay lower than 30% of their income on rent and so are not technically in housing stress. However, they do need housing assistance and would most likely be in housing stress without social housing services, and so are included in this section as contributing to social and affordable housing demand.

Defining eligible household income levels

SGS’s modelling uses the 2021 census data to estimate the proportion of households in housing stress. Statistical techniques are used to break this down by household type, income level and kind of housing stress or need.

The NSW Affordable Housing Ministerial Guidelines define income thresholds for affordable housing based on a percentage of the current median income of the Greater Sydney Statistical, in accordance with Section 1.4(1) of the Environmental Planning and Assessment Act 1979 and ministerial guidelines.

- Very low income: less than 50%
- Low income: 50-80%
- Moderate income: 80-120%

SGS has estimated equivalised income thresholds for very low, low and moderate income households using the above percentages and the median equivalised household income for the Greater Sydney Statistical Area. Equivalised income accounts for the differences household income likely to be seen in (and needed by) households composed of different and ages numbers of people (e.g. a household formed of two adults needs more but less than twice as much income as one formed of a single adult to meet their daily needs).

SGS has then converted these equivalised income thresholds into absolute household income given typical household compositions, which provides the thresholds shown in the table on the right.

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INCOME RANGES FOR SOCIAL AND AFFORDABLE HOUSING IN GREATER SYDNEY* (2021**)

Household	Very Low Income	Low Income	Moderate Income
Couple family with children	Up to \$69,188	\$69,188 to \$110,701	\$110,701 to \$166,052
Couple family without children	Up to \$49,761	\$49,761 to \$79,618	\$79,618 to \$119,427
One-parent family	Up to \$53,630	\$53,630 to \$85,808	\$85,808 to \$128,712
Multiple and other family households	Up to \$81,500	\$81,500 to \$130,400	\$130,400 to \$195,599
Group household	Up to \$54,838	\$54,838 to \$87,741	\$87,741 to \$131,612
Lone person	Up to \$31,534	\$31,534 to \$50,454	\$50,454 to \$75,681

* SGS uses income data for Greater Sydney Statistical Area consistent with the Act and ministerial guidelines.

Source: SGS Economics & Planning, 2023

Defining household types

Household type refers to who lives in a dwelling, for example a family, couple or single person. The following categories are used.

Couples with children

- A family with two adults and one or more children.

Couples without children

- A couple in a long-term relationship without children.
- This includes both young couples and older couples whose children have moved out.
- May include unrelated individuals living with a couple

Single parent families

- One parent living with one or more children.

Multiple and other family households

- Comprised of households with multiple families, and of other family households.
- Other family households are those not included in the above categories with related people living together, such as siblings living together.

Lone person household

- A single person living by themselves.
- For the purposes of modelling, people experiencing homelessness are assumed to be lone person households.

Group household

- Two or more unrelated people living together, for example a shared house.

Housing stress in 2021 – WSPP Study Area

- SGS estimates that 82,700 households in Western Sydney are in rental stress, homeless, or currently living in social and affordable housing. However, this analysis is based on 2021 Census data, and as discussed, affordability is likely to have declined since then.
- This represents 16.2% of all Western Sydney households.
- Households living under moderate rental stress are currently the largest group (29,600 households), followed by those living in social and affordable housing (28,700 households) and severe rental stress (21,900 households).
- The breakdown of these results into location and type is explored on the following pages.

WESTERN SYDNEY HOUSEHOLDS IN HOUSING STRESS, BY STRESS TYPE (2021)

Stress type	Number of households	% of all households
Homeless	2,400	0.5%
Living in social and affordable housing	28,700	5.6%
Severe rental stress	21,900	4.3%
Moderate rental stress	29,600	5.8%
Total	82,700	16.3%

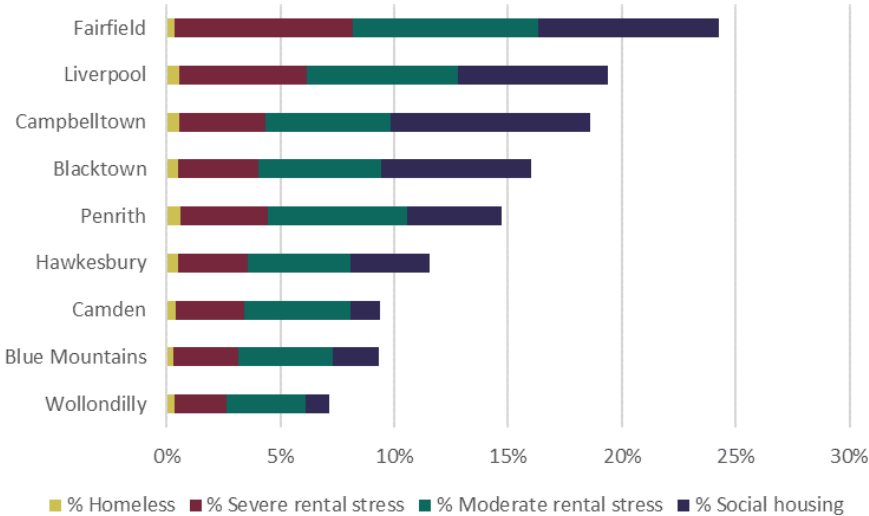
Source: SGS Economics & Planning Housing Assistance Demand Model, 2023

Housing stress in 2021 – LGAs

- The graph and table to right illustrate the 2021 housing stress in the WSPP study area by LGA.
- There are households in all Western Sydney LGAs in housing stress or in need of housing assistance.
- Fairfield has the highest proportion of households in housing stress, at 24.3%, or nearly one quarter of all households in the LGA.
- Liverpool and Campbelltown also have significant proportions of households in housing stress.
- Blacktown has the overall highest number of households in housing stress, but this reflects that it is also the largest LGA overall by some margin.
- These LGAs all contain large stocks of existing social and affordable housing. If existing social housing stocks are not considered, Fairfield still has the highest proportion of people in stress. This reflects its average socio-economic status, which is lower than that of the other LGAs. Campbelltown, Liverpool, Blacktown and Penrith also have relatively high levels of stress, if existing social housing stock is not considered.
- The Peri-urban or growth area LGAs of Wollondilly, Camden, and the Blue Mountains have lower levels of housing stress (sub-10%).

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PROPORTION OF HOUSEHOLDS IN HOUSING STRESS, BY LOCAL GOVERNMENT AREA, (2021)



LGA	Total Households in housing stress or living in SAH	% of Households
Blacktown	19,800	16.0%
Blue Mountains	3,000	9.3%
Camden	3,300	9.4%
Campbelltown	11,200	18.6%
Fairfield	15,800	24.3%
Hawkesbury	2,800	11.5%
Liverpool	14,300	19.4%
Penrith	11,300	14.7%
Wollondilly	1,300	7.1%
Total	82,700	16.3%

Source: SGS Economics and Planning, HAD Model 2023

Housing stress in 2021 – LGAs

LGA	Severe Stress	Moderate Stress	Homeless	Social and affordable housing	Total Households in housing stress	% Households in housing stress
Blacktown	4,400	6,700	600	8,100	19,800	16.0%
Blue Mountains	900	1,300	100	600	3,000	9.3%
Camden	1,000	1,600	100	500	3,300	9.4%
Campbelltown	2,300	3,300	300	5,300	11,200	18.6%
Fairfield	5,100	5,300	200	5,200	15,800	24.3%
Hawkesbury	700	1,100	100	800	2,800	11.5%
Liverpool	4,100	4,900	400	4,800	14,300	19.4%
Penrith	2,900	4,700	400	3,200	11,300	14.7%
Wollondilly	400	600	100	200	1,300	7.1%
Total	21,900	29,600	2,100	28,700	82,700	16.3%

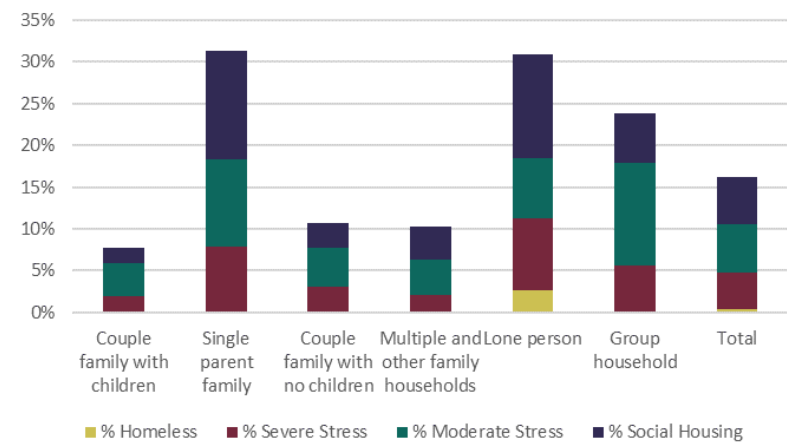
Source: SGS Economics and Planning, HAD Model 2023

Housing stress in 2021 – household types

- All kinds of households experience housing stress in Western Sydney.
- Lone person households are the most common households in housing stress (28,300 households, noting that homeless people are included in this group), followed by one parent families (21,700). Proportionately, one parent families are most likely to experience housing stress (31.4% of households requiring assistance).
- Group households have the fewest households in housing stress because they make up a smaller portion of all Western Sydney households. Despite this, they are still likely to experience housing stress – 24% of group households experience housing stress.
- Couple families with children are the least likely to experience housing stress (7.7% of households).

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PROPORTION OF HOUSEHOLDS IN HOUSING STRESS, BY HOUSEHOLD TYPE (2021)



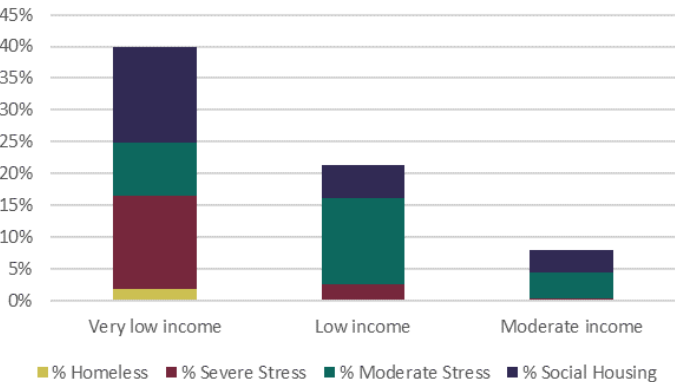
Household Type	Total Households in housing stress	% Households in housing stress
Couple family with children	15,600	7.7%
One parent family	21,700	31.4%
Couple family with no children	11,100	10.7%
Multiple and other family household	2,900	10.2%
Lone person household	28,600	30.9%
Group household	2,700	23.9%
Total	82,700	16.3%

Source: SGS Economics and Planning, HAD Model 2023

Housing stress in 2021 – income levels

- The likelihood of experiencing rental stress is inversely related to the level of household income.
- **Very low-income households** are particularly likely to be in housing stress or need housing assistance (40% of households).
- **Very low-income households** are also very likely to be in *severe* rental stress (15% of very low income households). Households in this category may be at risk at homelessness.
- **Low income households** are less likely to be in housing stress, although a significant portion are still in severe or moderate housing stress in Western Sydney (21% of households).
- **Moderate income households** are relatively unlikely to be in severe stress, but around 4% are in moderate stress and 4% housed in social housing.
- While very low income households are most likely to live in existing social or affordable housing, there are also low and moderate income households living in social and affordable housing.

PROPORTION OF HOUSEHOLDS IN HOUSING STRESS, BY INCOME(2021)



Income Level	Total Households in housing stress	% Households in housing stress
Very low income	50,400	39.8%
Low income	21,600	21.3%
Moderate income	9,700	8.0%
Total	82,700	16.3%

Source: SGS Economics and Planning, HAD Model 2023

Housing stress in the future - method

- Future housing stress is calculated based on population growth using LGA-level household projections released by the NSW Government.
- According to these projections, Western Sydney’s total households in the combined LGAs will grow by approximately 203,725 households or 40% from 506,227 to 709,951 in the 20 years from 2021 to 2041.
- On top of population growth, housing stress and need for housing assistance will be driven by relative changes in household incomes and housing cost.
- Three scenarios were used to capture the uncertainty in predicting the housing market and household incomes, as these will change in future. These scenarios were based around recent increases in rents, with average rents in the 12 months up to the 2021 census (12 months is a typical lease length) being at around the peak seen during 2018. Since then, average rents have increased by around 20%.
 - The **optimistic scenario** assumes that income will grow faster than rents or housing development will catch up to demand, with the rent/income position staying at around the 2021 census position (equivalent to the peak pre-COVID seen in 2018).
 - The **base case** assumes that rents increase by 10% relative to incomes from the 2021 census. This means that from the current record level of rents, rents decrease somewhat, or incomes catch up to rents somewhat, but that some of the increase in rents seen since 2021 is persistent.
 - The **pessimistic scenario** assumes that rents increase by 30% relative to incomes from the 2021 census. For this to occur, rents would need to continue to increase from their current level by around a further 10% relative to incomes.

FORECAST SCENARIO ASSUMPTIONS

Time period	Rent/income movement
2021 Census (August 2021) – April 2023	~20% increase in rents Small increase in income
April 2023 – 2041 (Optimistic)	Rent/income returns to 2021 level (pre-COVID peak)
April 2023 – 2041 (Base case)	Rent/income decreases slightly to 10% above 2021 census
April 2023 – 2041 (Pessimistic)	Rents continue to grow relative to incomes, reaching 30% above 2021 census.

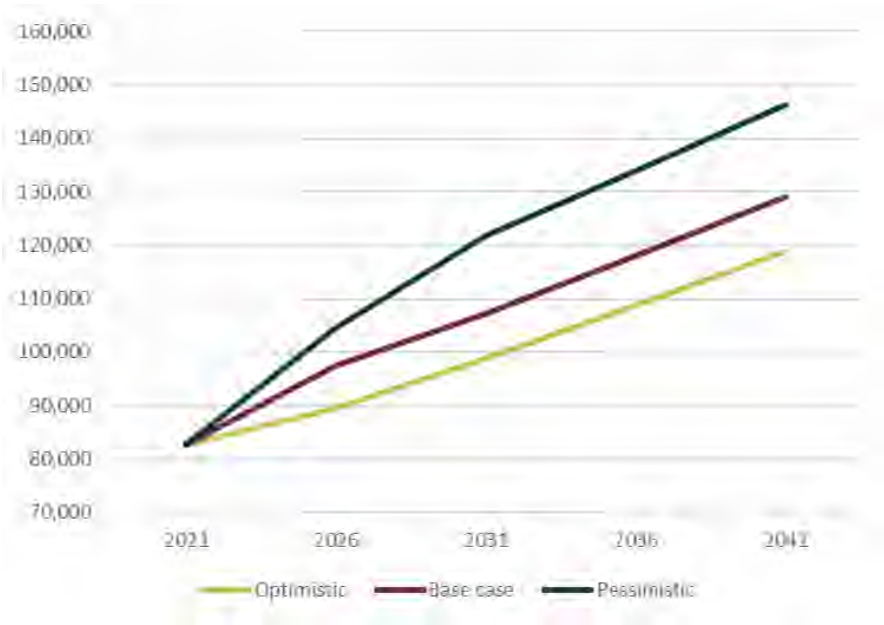
Source: SGS Economics and Planning, 2023

Housing stress in the future - scenarios

- These results show that households in rental stress or in need of housing assistance are projected to increase significantly between 2021 and 2041.
- The modelling suggests that, without any intervention, the number of households in housing stress or in need of housing assistance in Western Sydney could rise from 82,700 in 2021 to 129,000 in 2041 under the base case. Other results are shown below.

Scenario	2021	2041	Change	% Change
Optimistic	82,700	118,800	36,200	44%
Base case	82,700	129,000	46,300	56%
Pessimistic	82,700	146,300	63,600	77%

FORECAST HOUSEHOLDS IN RENTAL STRESS OR IN NEED OF HOUSING ASSISTANCE, BY SCENARIO (2016-2041)

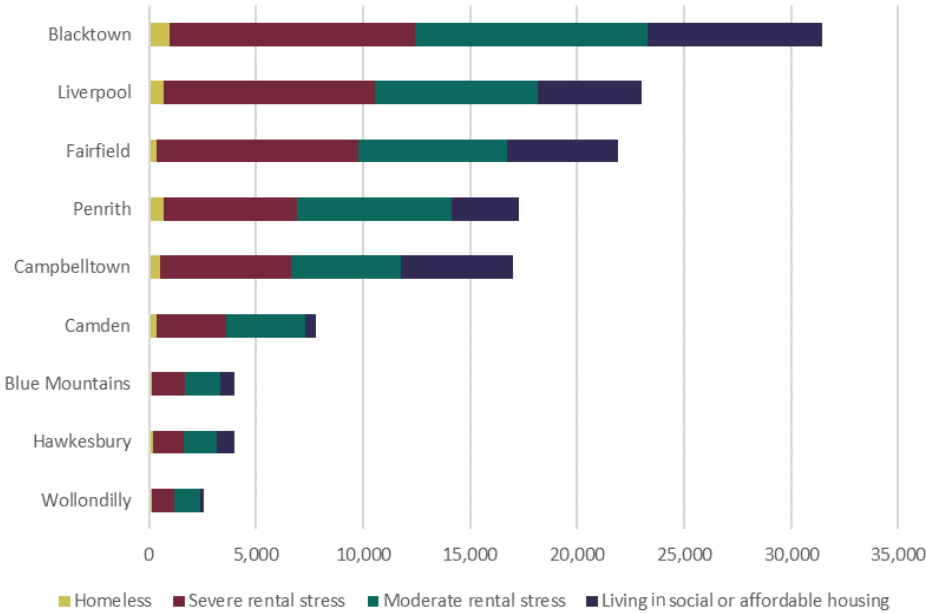


Source: SGS Economics and Planning, HAD Model 2023

Housing stress in the future - LGA

- By 2041, the largest increase in households experiencing housing stress is expected to occur in Blacktown (11,600 households) and Liverpool (8,700 households). Both of these LGAs already have large populations.
- Camden is expected to experience the largest proportionate increase in households requiring assistance, with an increase of 136%. Wollondilly is expected to see an increase of 97%. These are LGAs which are anticipated to see large increases in overall dwelling stock in relation to their existing stock, driving the need for housing assistance.

FORECAST HOUSEHOLDS IN RENTAL STRESS, BY LOCAL GOVERNMENT AREA (2041, BASE CASE)



Source: SGS Economics and Planning, HAD Model 2023

Housing stress in the future – household types

- Changes in which kinds of households will be in stress in the future will be driven by demographic shifts and overall growth patterns.
- Lone person households, one person households and couples with children are still expected to be the most common households requiring assistance in the future.
- Housing stress will grow the most in lone person households, one parent families and couples with children, driven by population growth in these groups.
- While many group households are still expected to be in housing stress, only low population growth is expected in this group.

FORECAST HOUSEHOLDS IN RENTAL STRESS, BY HOUSEHOLD TYPE (2041, BASE CASE)

Household Type	Total Households in housing stress	% Households in housing stress	Additional households in housing stress (2021-2041)
Couple family with children	22,500	8.8%	6,900
Couple family with no children	31,600	33.8%	9,900
Group household	18,800	11.7%	7,700
Lone person household	4,300	11.3%	1,400
One parent family	47,500	32.0%	18,900
Other family	4,200	27.2%	1,500
Total Households	129,000	18.1%	46,300

Source: SGS Economics and Planning, HAD Model 2023

The housing supply continuum: the gap between need and supply for SAH

- A high subsidy is needed to meet the needs of those experiencing homelessness, on very low incomes, or in social housing. Crisis accommodation may be needed for those experiencing homelessness and social housing may be needed for very low incomes.
- The housing needs of those on moderate incomes, or in some cases low incomes, who are in rental stress, may be able to be met by providing affordable rental housing requiring lower subsidies.
- Some moderate and higher income households may choose to be in rental stress (for example, temporarily or to live in a higher quality dwelling), and so not every household in stress will need access to SAH.
- The private rental market is likely to be able to cater to some households on a moderate incomes at an affordable price point.
- There are estimated to be 54,000 households in rental stress or experiencing homelessness who do not have access to SAH in 2021. This is expected to grow by 46,300 to around 100,300 by 2041.*
- The NSW Government projects that 209,700 more dwellings will be needed in Western Sydney by 2041. Of this new dwelling stock:
 - 48% would need to be SAH to house everyone forecast to be in housing stress
 - 27% would need to be SAH to house only those forecast to be experiencing homelessness or with very low incomes
 - 22% would need to be SAH to house only the *modelled increase* in households experiencing housing stress
- The size of the gap is larger than can reasonably be met by local government on its own.

HAD Model (from Census)	Experiencing homelessness	Households in social & affordable housing**	Very low income in rental stress	Low income in rental stress	Moderate income in rental stress	Total unmet SAH demand	Total in housing stress or SAH
2021	2,400	28,700	29,800	16,400	5,400	54,000	82,700
2041 base case	3,900	28,700	51,900	30,900	13,600	100,300	129,000
Difference	1,500	0	22,100	14,500	8,200	46,300	46,300

* The HAD model uses 2021 Census data, which typically undercounts SAH provision. Data on LAHC properties as reported on page 34 provides that there are 30,700 social dwellings in the study area, which means that SAH demand may be reduced by up to 7,000 dwellings.

Source: SGS Economics and Planning, HAD Model 2023

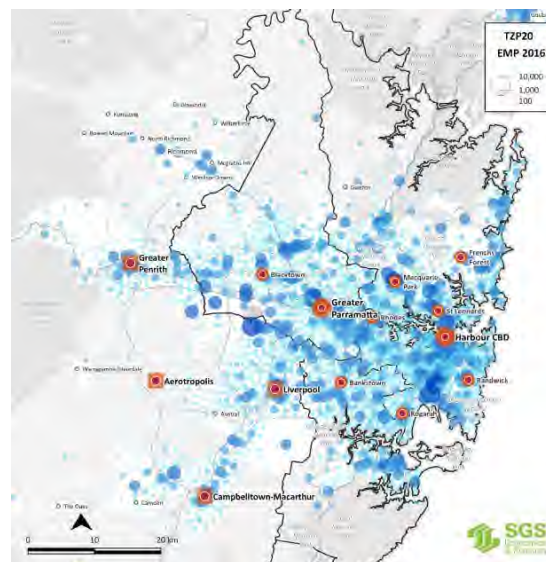
**The HAD model is intended to forecast growth in the demand for SAH. As there is not a forecast of the number of SAH to be provided in future, the number of households in SAH remains the same in future projections – ie, there is no additional SAH forecast to be provided in the model.

Labour market benefits of SAH

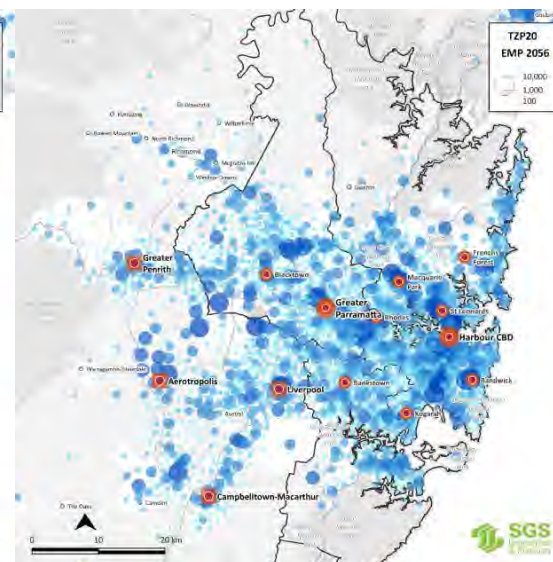
- The crowding out of lower income households from accessible, well-served locations is a major concern for economic productivity due to a thinning of the local labour market and spatial mismatch between employment and workers.
- Increasingly, **moderate-low income workers are trading affordability concerns for improved access to centres and employment**, worsening housing affordability issues and incidence of housing stress.
- A significant body of literature notes the **negative effects these trade-off can contribute to lost labour productivity**, including reduced ability to upskill, worsened mental health and diminished workforce participation. Sufficient supply of social and affordable housing can prevent workers from having to trade manageable cost of living pressures for work continuity and accessibility.
- Western Sydney has traditionally served as an affordable housing alternative to other city districts, however, improved accessibility via significant investment in transport infrastructure and expected job creation (see right) could mean that existing private market housing becomes less affordable.
- This highlights the **need to ensure that sufficient affordable housing options are secured alongside the residential and employment growth expected across the region.**

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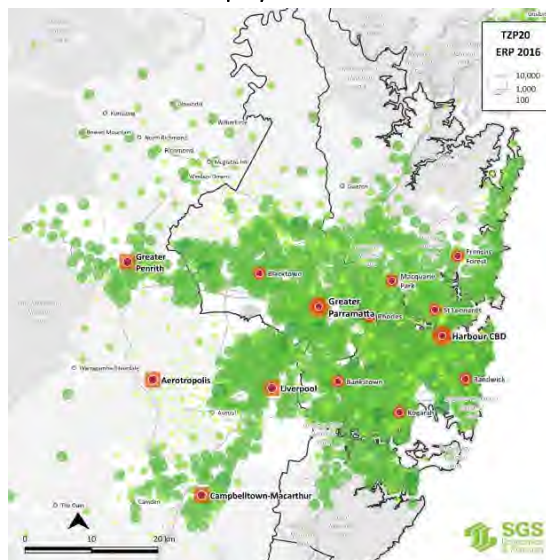
Population 2016



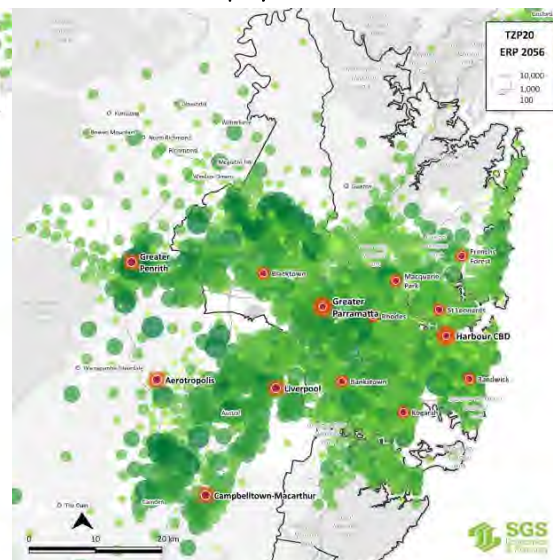
Population 2056



Employment 2016



Employment 2056



Source: TPZ19, TfNSW

Community benefits of SAH

Community cohesion and wellbeing

- Contemporary planning and economic development practice focuses on the clustering of economic uses in areas with high growth potential, such as Sydney's Eastern CBD and inner suburbs. This results in the **'crowding out'** of moderate-low income households in locations endowed with good accessibility to these clusters of economic activity.
- These households must instead find housing in an alternative location, typically in areas with poorer accessibility to jobs, services and amenity. This **reinforces spatial patterns of disadvantage** and perpetuates social dysfunction in such areas.
- This results in costs to the individual in terms of poor psychological health and impacts health and wellbeing outcomes. Costs are also imposed on the broader communities which are implicated by widespread housing stress and social disadvantage.
- Communities which are deprived access to secure, well-located affordable housing are **disproportionately affected by depression, substance abuse, suicide, low educational attainment and performance, financial hardship and social isolation.**

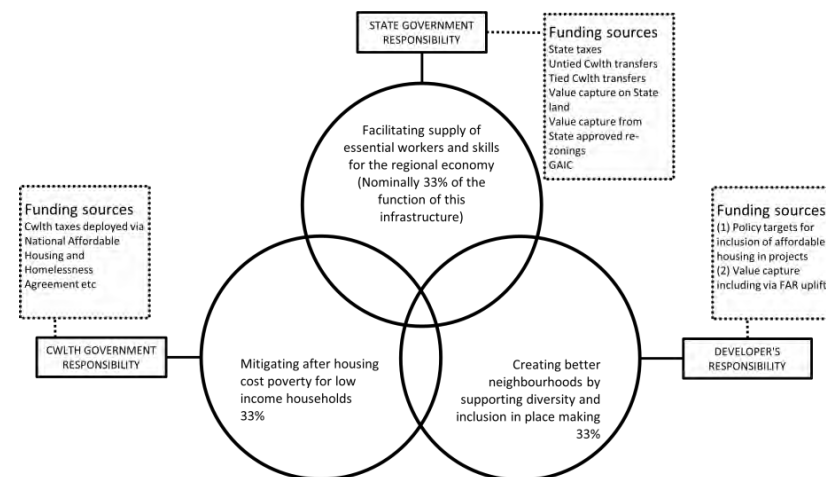
Community diversity and culture of place

- In contrast to the negative effects of concentrated spatial disadvantage perpetuated by housing unaffordability, there are a range of widely supported benefits of economic diversity within communities.
- Notions of 'exchange possibilities' are used by planners and economic development professionals to describe the way in which diverse places provide fertile ground for economic growth and development of a strong cultural reputation. This is clearly applicable in the diverse context of Western Sydney, with the potential of **strengthening its identity as a place of cultural growth through the provision of adequate stock along the housing continuum.**
- Places endowed with an economically and culturally diverse community profile give rise to the 'social capital' which is recognised as a key ingredient of successful centres of urban activity, despite difficulties in clearly defining this concept.
- Nevertheless, the **positive outcomes of diversity in cities continue to prevail in academic writing and professional practice.**

Case for local government involvement

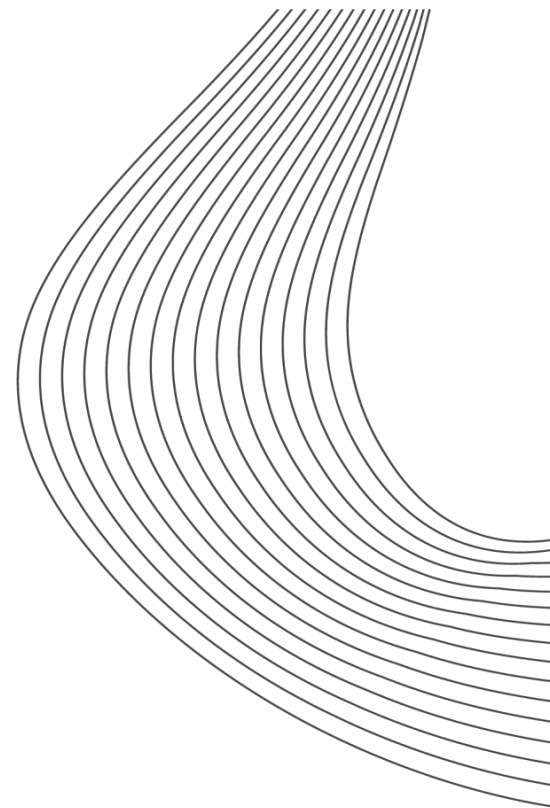
- SAH has traditionally been addressed by State and Federal Government. However, there is a growing focus on the use of the planning system – through the role of local councils and private sector in place-making and development – in meeting the need for SAH.
- This recognises that SAH is essential infrastructure with a shared responsibility. Fundamentally this is a policy area that all levels of government and the private sector have a role in addressing
- As described above, the provision of SAH infrastructure delivers three types of benefit for the community:
 - alleviating poverty
 - improving the operation of labour markets by ensuring adequate accommodation for local workers, and
 - creating better places, recognising that places of diversity and inclusion are highly valued and sanctioned in policy.
- The last of these three benefits – creating better places – lies squarely within the domain of place makers and town planning.
- While somewhat arbitrary, a reasonable starting position is to assign roughly equal value to the three functions of affordable housing infrastructure. The development approval system could then be expected to fund one third of the overall cost of providing this form of housing in the community (see figure to the right).
- This framework usefully recognises the shared responsibility for SAH provision without aiming to solve the whole problem in local government. While the strategy can and should focus on what local government can do through regulating development and place-making, it should also include options to partner with other stakeholders and advocate for other responsible parties to contribute.

THREE FUNCTIONS OF AFFORDABLE HOUSING INFRASTRUCTURE



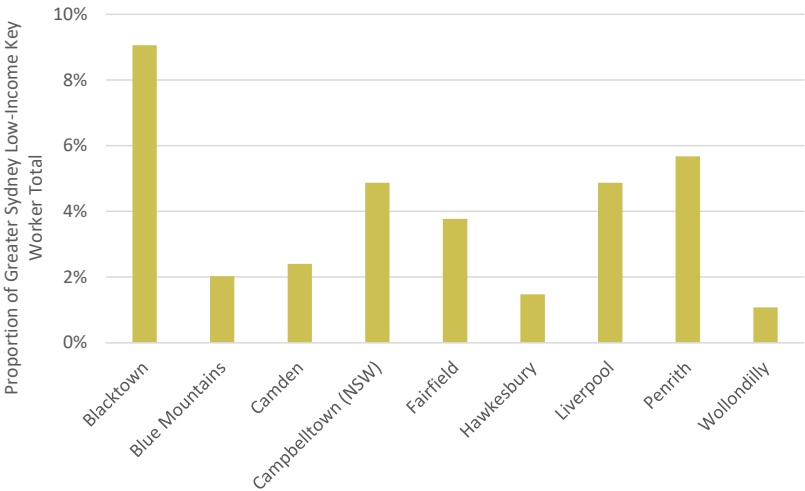
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Accessible housing and housing cost analysis



Low-Income Key Workers

- Low-income household key workers have been defined as those individuals earning less than 120% of broader-region median income, and working typically frontline occupations (e.g., nurses, teachers, farmers, etc.)
- Blacktown’s low-income key worker population stands out in the graph at right. This is not due to higher relative key workers in the area, but rather due to high population and employment meaning it accounts for more of Greater Sydney’s key workers in absolute terms.



Source: SGS Economics and Planning (2023)

LGA	Total Key Workers Residing in LGA	Proportion of Total Workers Residing in LGA		Proportion of Total Population	
		Total Workers Residing in LGA	Key Worker % of Total Workers	Total Population	Key Worker % of Total Population
Blacktown	13,796	153,526	8.99%	397,215	3.47%
Blue Mountains	3,083	28,794	10.71%	77,990	3.95%
Camden	3,657	49,316	7.42%	119,053	3.07%
Campbelltown (NSW)	7,418	59,803	12.40%	176,407	4.20%
Fairfield	5,747	51,134	11.24%	207,740	2.77%
Hawkesbury	2,244	24,994	8.98%	67,104	3.34%
Liverpool	7,417	74,801	9.92%	234,017	3.17%
Penrith	8,646	86,802	9.96%	217,772	3.97%
Wollondilly	1,643	19,361	8.48%	53,664	3.06%
Greater Sydney	53,650	548,531	7.48%	1,550,962	2.91%

Source: SGS Economics and Planning (2023), ABS Census (2021)

- WSPP LGAs harbor a generally greater proportion of low-income than the entire Greater Sydney region – for example, low-income key workers account for 11% of all workers residing in the Blue Mountains and represent 4% of the total LGA population.
- Relative need for social and affordable housing need is likely to be higher across Western Sydney compared to the rest of Greater Sydney.
- Given significant investment in hospital and school infrastructure, key workers will continue to more prominently reside in the Western Sydney region, reflecting the greater need for more affordable housing here.

Low-Income Key Worker Households

Key workers are estimated based on 2021 census data, defined according to the following parameters:

- Industry: 2-digit ANZSIC Industry
- Occupation: 2-digit ANZSCO Occupation

Key worker industries and occupations have been segmented based on literature review of typical definitions of key workers. These typically comprise of

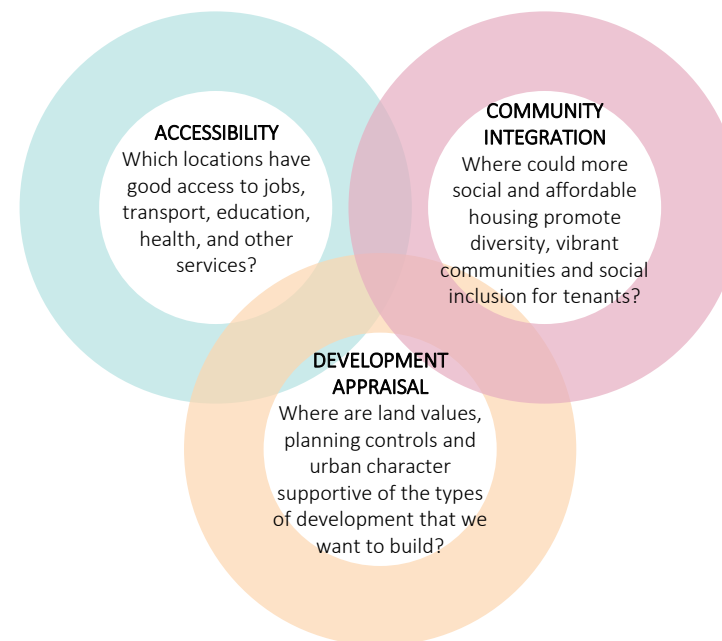
- Health and social care
- Education and childcare
- Emergency services (police, fire, etc.)
- Essential public sector services (including utilities)
- Food and other necessary goods/retail (including agriculture)
- Essential transportation/delivery services (including petrol stations, etc.)

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Key Worker Industries		Key Worker Occupations	
1-Digit ANZSIC Key Worker Industries	2-Digit ANZSIC Key Worker Industries	2-Digit ANZSCO Key Worker Occupations	
Agriculture, Forestry and Fishing	Agriculture, Forestry and Fishing, nfd	Farmers and Farm Managers	
	Agriculture	Education Professionals	
	Agriculture, Forestry and Fishing Support Services	Health Professionals	
Manufacturing	Manufacturing, nfd	Legal, Social and Welfare Professionals	
	Food Product Manufacturing	Food Trades Workers	
	Transport Equipment Manufacturing	Community and Personal Service Workers, nfd	
	Machinery and Equipment Manufacturing	Health and Welfare Support Workers	
	Furniture and Other Manufacturing	Carers and Aides	
Electricity, Gas, Water and Waste Services	Electricity, Gas, Water and Waste Services, nfd	Hospitality Workers	
	Electricity Supply	Protective Service Workers	
	Gas Supply	Machinery Operators and Drivers, nfd	
	Water Supply, Sewerage and Drainage Services	Machine and Stationary Plant Operators	
Construction	Waste Collection, Treatment and Disposal Services	Road and Rail Drivers	
	Construction, nfd	Storepersons	
	Building Construction	Labourers, nfd	
	Heavy and Civil Engineering Construction	Cleaners and Laundry Workers	
Retail Trade	Construction Services	Factory Process Workers	
Transport, Postal and Warehousing	Food Retailing	Farm, Forestry and Garden Workers	
	Transport, Postal and Warehousing, nfd	Food Preparation Assistants	
	Road Transport	Other Labourers	
	Rail Transport		
	Water Transport		
	Postal and Courier Pick-up and Delivery Services		
	Transport Support Services		
Information Media and Telecommunications	Warehousing and Storage Services		
	Information Media and Telecommunications, nfd		
Administrative and Support Services	Telecommunications Services		
	Public Administration and Safety, nfd		
Defence	Public Administration		
	Public Order, Safety and Regulatory Services		
Education and Training	Education and Training, nfd		
	Preschool and School Education		
	Health Care and Social Assistance, nfd		
Health Care and Social Assistance	Hospitals		
	Medical and Other Health Care Services		
	Residential Care Services		
	Social Assistance Services		

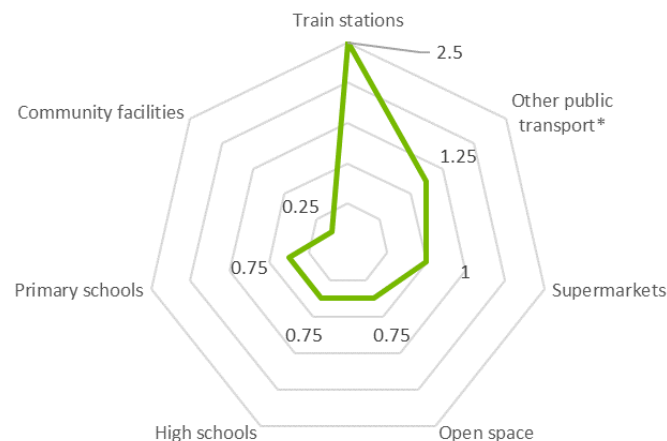
Housing access rating tool (HART): Concept

- HART is a 20-point tool that scores small areas within Western Sydney for access to key social services, amenities and public transport, and measures the suitability for housing intensification in each area. Housing intensification should be concentrated in places that are the most accessible and liveable, and that have good access to social infrastructure.
- There are many ways that livability and accessibility can be measured. There are also many different destinations that people may want to live near, and how important these different destinations are considered will vary from person to person.
- As part of the framework for potential acquisition sites shown in the figure, the HART analysis captures access and community integration. Other factors such as environmental constraints, and local infrastructure or character are not considered in this analysis.
- The third component, development appraisal, is also important and is addressed through the feasibility analysis conducted separately in this project.



Housing access rating tool (HART): Components and methodology

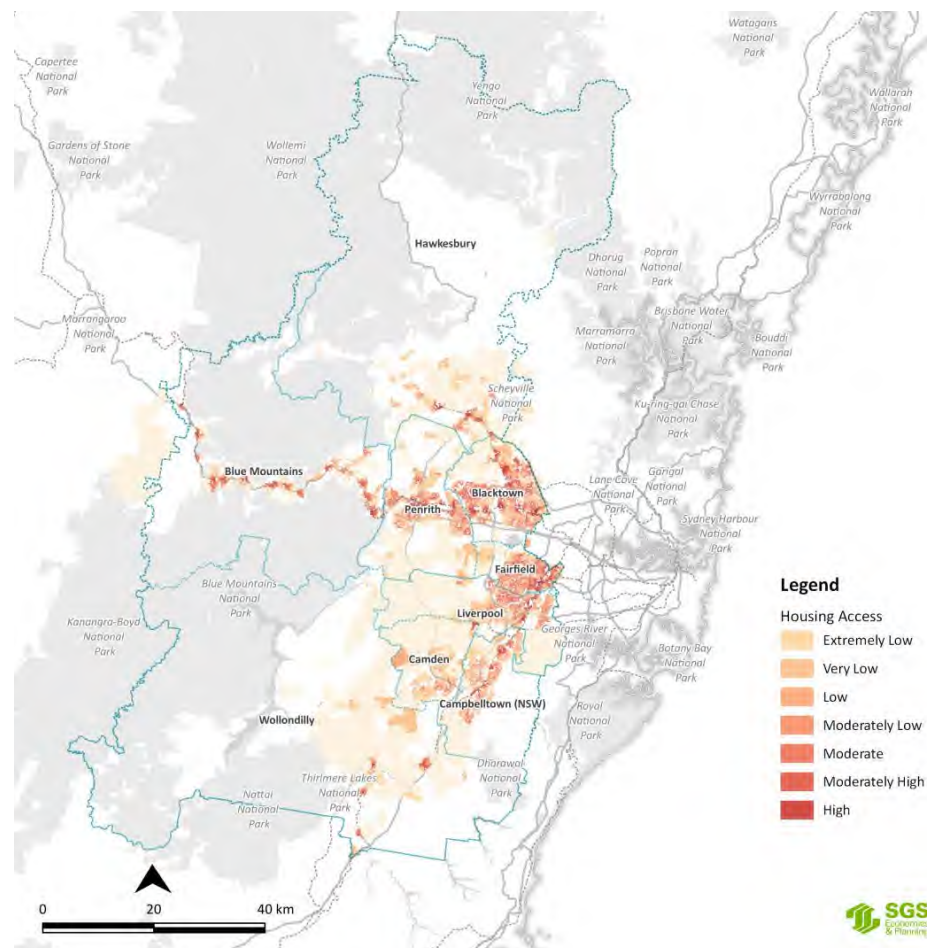
- SGS has assessed the accessibility of each part of Western Sydney for housing intensification based on the proximity of each area to the following destinations and facilities, using the road network:
 - Train stations
 - Other public transport stops
 - Open space
 - Primary schools
 - Secondary schools, and
 - Libraries and community facilities.
- Proximity to most of these elements is required or encouraged under NSW Government planning policy for land to be zoned for high density residential development.
- The scoring criteria targets affordable housing tenants as it prioritises social services that tenants may need and excludes consumptive amenities such as bars/restaurants and private gyms.
- Each Mesh Block (MB) in Western Sydney has been given a score for proximity to each destination, based upon whether it fell within a primary or secondary catchment along the existing road network.
- By weighting and combining each attribute, an overall proximity score was produced reflecting accessibility for housing intensification.
- This proximity score measures high level opportunities for housing intensification, as shown in the following figure:
- Increasing public transport accessibility or the size of a retail centre, for example, could dramatically change accessibility for development. Urban design considerations and other development constraints could also mean that somewhere that is assessed as having high suitability of additional housing may be inappropriate for additional development.
- The maps shown in the following slides illustrate the relative proximity of different parts of the LGA to each of these urban features.



Housing access rating tool (HART): Overall accessibility for housing

- The scores calculated for overall accessibility are strongly linked to proximity to public transport. This is reflected by the three railway corridors and immediate surrounds having the highest scores.
- Most town centres around railway stations receive a moderate or good accessibility score. Other town centres receive moderate (but lower) scores.
- An increase in mass transit availability, for example in growth areas south of Penrith, would change this picture and dramatically improve the accessibility of housing intensification. A picture of suitability if public transport is improved can be gained by considering each attribute shown on the previous pages individually.
- Maps of the HART model sub-components are given in Appendix 2.
- Source: SGS HART model, 2020

OVERALL ACCESSIBILITY FOR HOUSING – ENTIRE REGION



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Total housing costs

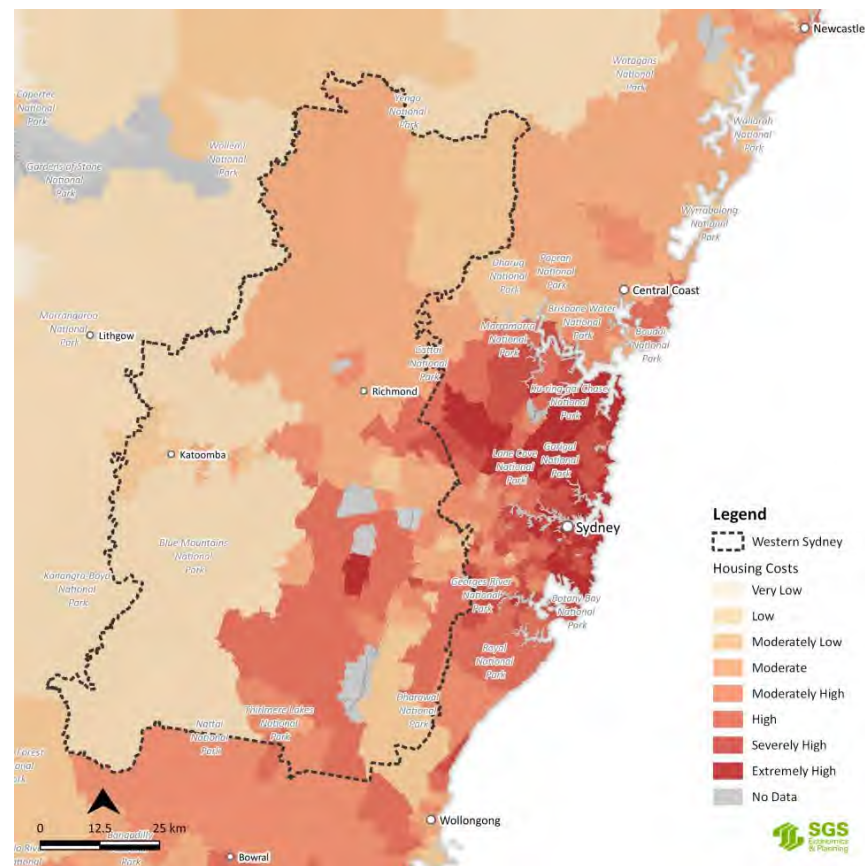
- SGS has developed a housing cost index across Greater Sydney, comprising of housing costs, transport costs, and utility costs.
- The impact on these total housing costs and variations across the district on the demand for affordable housing was considered.
- This will inform the development of housing affordability strategies as they relate to reducing energy, water and transport costs spatially across Western Sydney.



Housing Costs

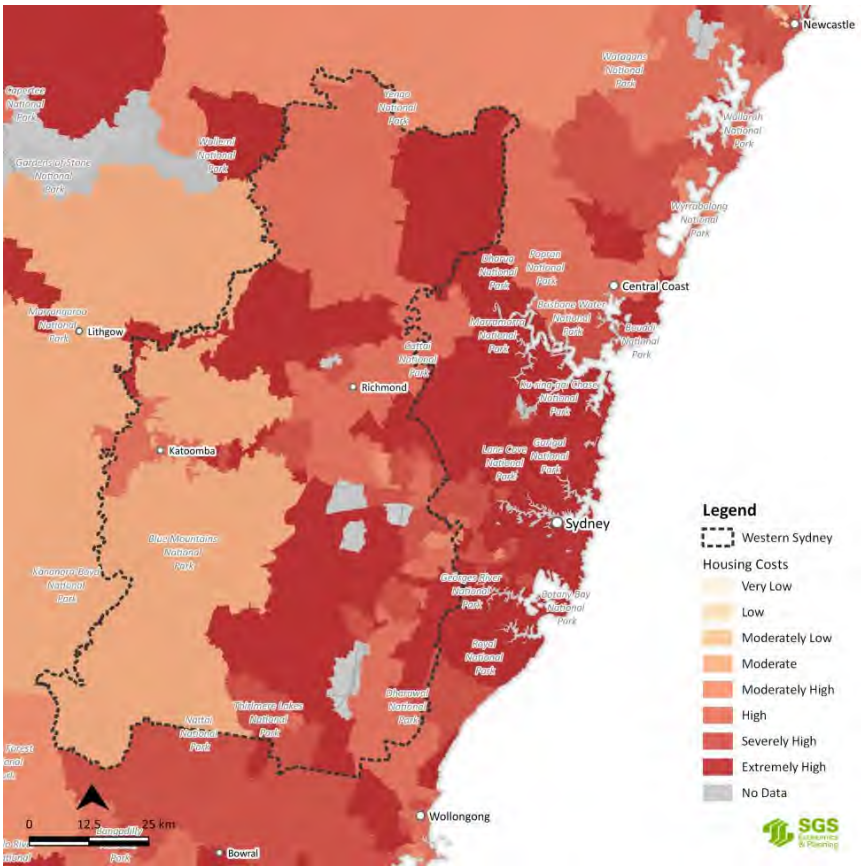
- The housing costs index measures rental affordability relative to income for household. It is a price index for housing rental markets.
- Most of Greater Sydney is critically unaffordable to significant proportions of the renting population, especially very low and low-income households.
- Sydney's inner city harbour suburbs are the top least affordable postcodes.
- Housing costs in the Western Sydney area are significantly lower than the inner city given its greater proximity to the central city.
- The average household generally must travel at least 15 - 40km from the CBD to areas near the boundary of Western Sydney to find moderate housing costs, forcing first-home buyers into the outer suburbs of Sydney.

RENTAL AFFORDABILITY BASED ON MEDIAN SYDNEY HOUSEHOLD INCOME LEVELS

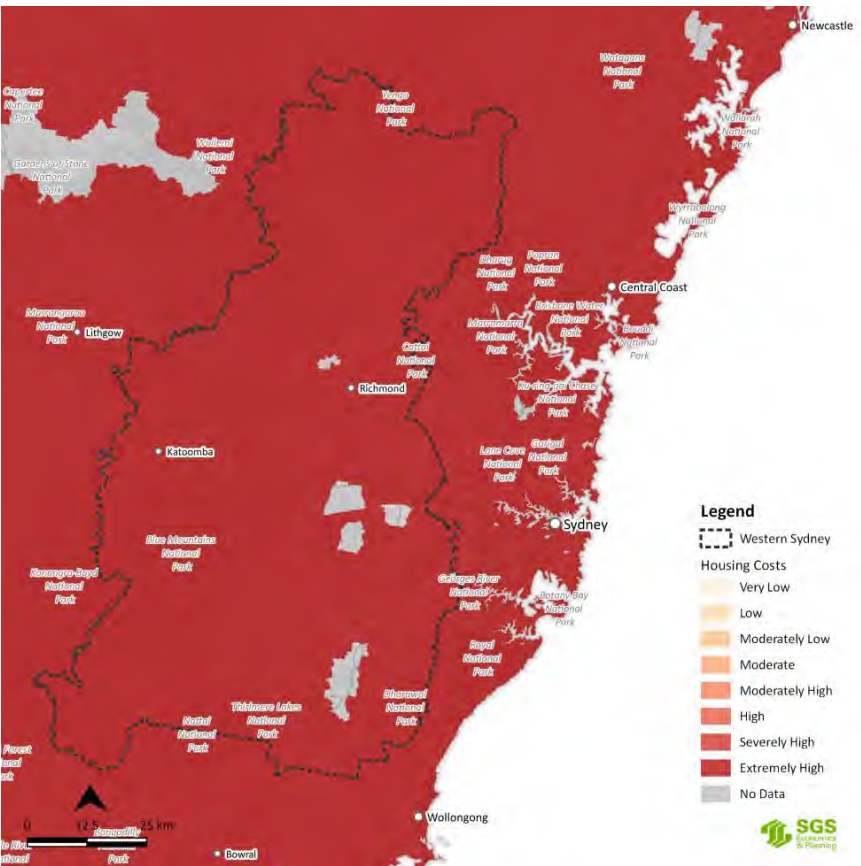


Housing Costs

RENTAL AFFORDABILITY BASED ON LOW HOUSEHOLD INCOME LEVELS

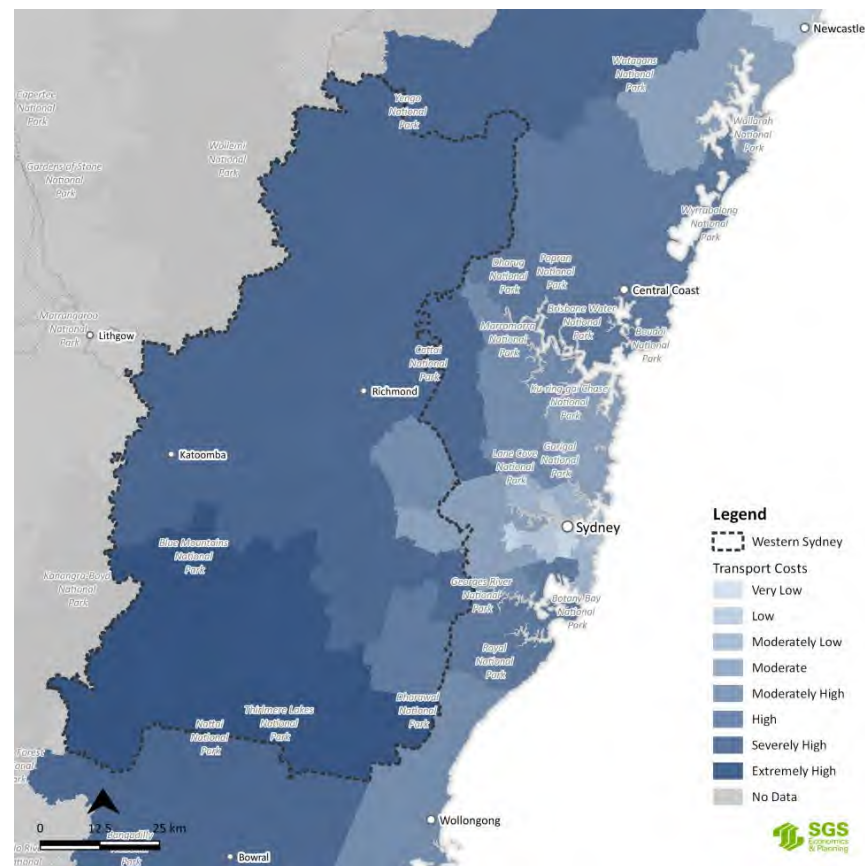


RENTAL AFFORDABILITY BASED ON VERY LOW HOUSEHOLD INCOME LEVELS



Transport Costs

- The transport costs index measures transport expenditure per household, using the TfNSW Household Travel Survey.
- It is a price index measuring the generalised cost of car, train, bus, and walking trips.
- Households in Sydney's inner-city suburbs experience the lowest transport costs.
- Households further from the central city, notably in the Western Sydney areas, experience higher transport costs given:
 - More car trips, fewer public transport trips, and fewer active transport trips to greater proximity to shops, education and transport, and fewer public transport developments in the outer suburbs.
 - Longer car trips to/from the central city.
 - Longer distance public transport trips to/from the central city.



AHURI: commuting burdens and housing affordability

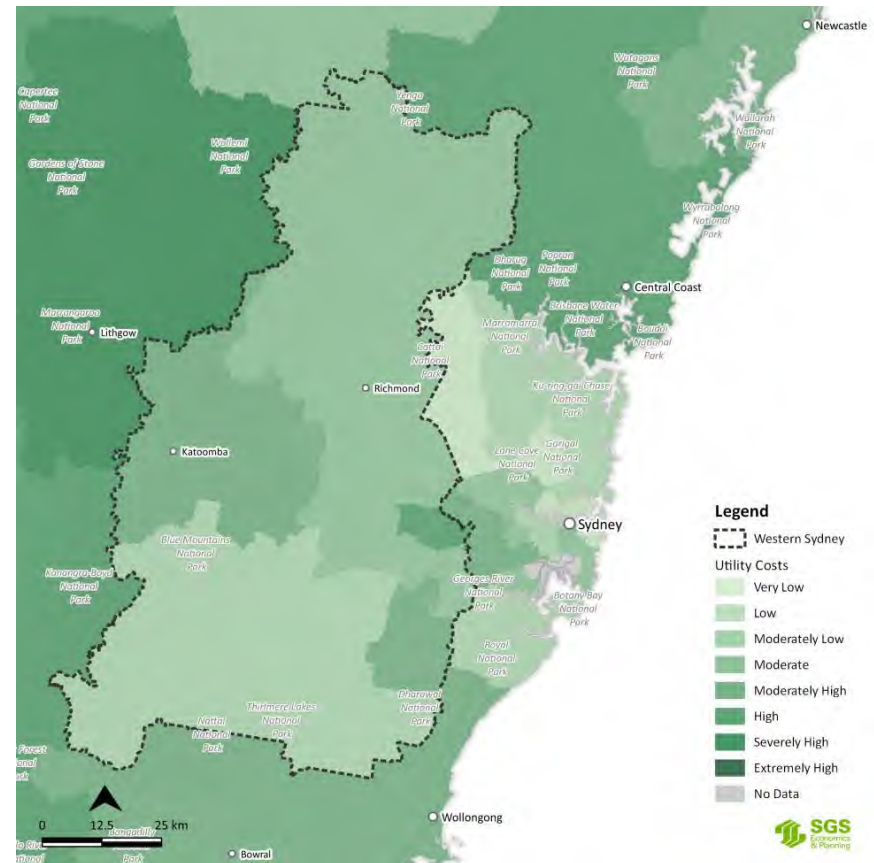
- Average **commuting burdens** comprise 8.6 per cent of annual income for Q2 **(low income) renters in Sydney**.
- Most households with high commuting burdens are employed in smaller, dispersed employment centres.
- There are few sites within major employment hubs where current rental market conditions supply market housing which can offset commuting burdens.
- Therefore, **development of dedicated affordable housing should be prioritised in locations with a high numbers of low-moderate income employees**, such as service centres or 'key-worker' precincts (e.g. hospitals).
- **Affordable housing should also be targeted in areas well-served by public transport** where possible, as this also offers a significantly lower cost burden associated with commuting than private vehicles.

Source: AHURI (2020). *Commuting burden and housing affordability for low-income renters*. https://www.ahuri.edu.au/_data/assets/pdf_file/0018/64710/AHURI-Final-Report-335-Commuting-burden-and-housing-affordability-for-low-income-renters.pdf

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Utility Costs

- The utility costs index measures utility expenditure per household, as a proportion of total household expenditure, using the ABS Household Expenditure Survey.
- It is a price index measuring the proportion of total expenditure spent on utilities.
- Households in Sydney's inner-city suburbs, on average, spend less on utilities which resonates given these areas represent higher income households.
- Households in outer areas spend a greater proportion on utilities given they are lower household income.
- Suburbs within Western Sydney sit between these two extremes with moderate expenditure on utilities.

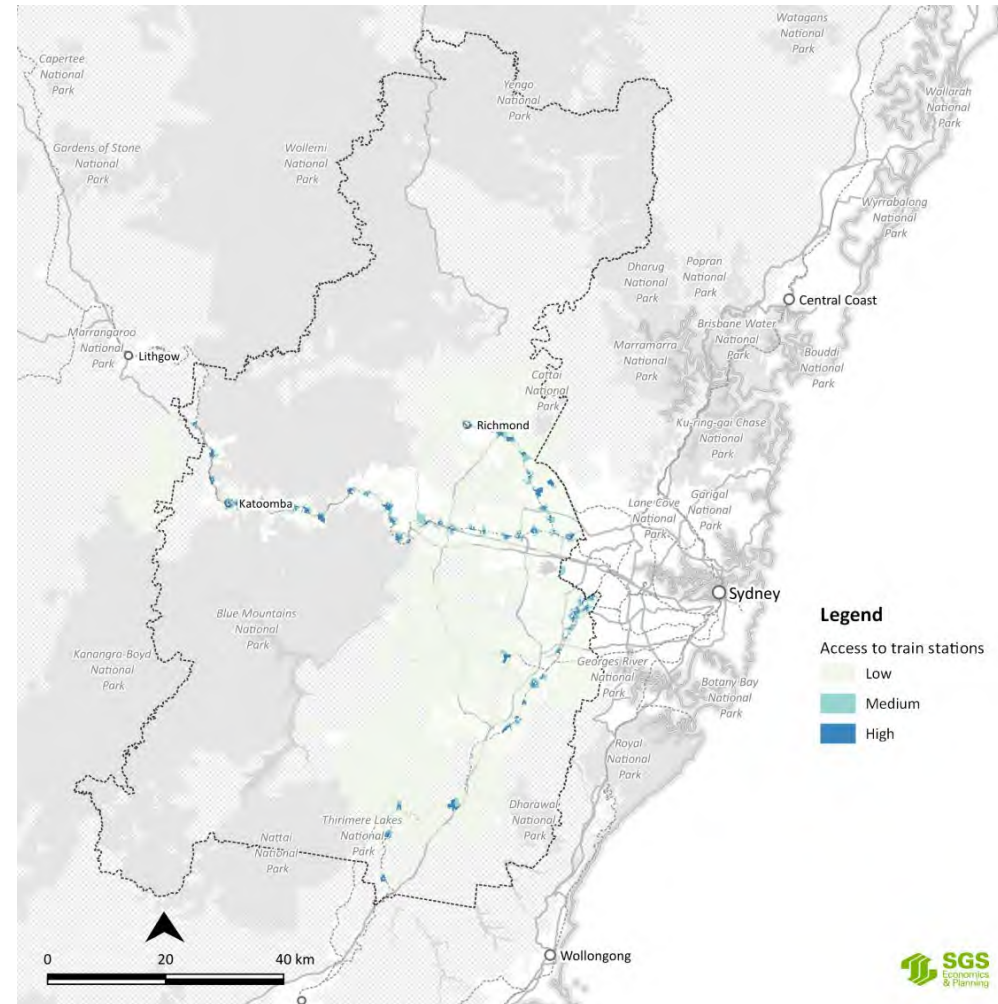




Appendix 1

HART analysis components

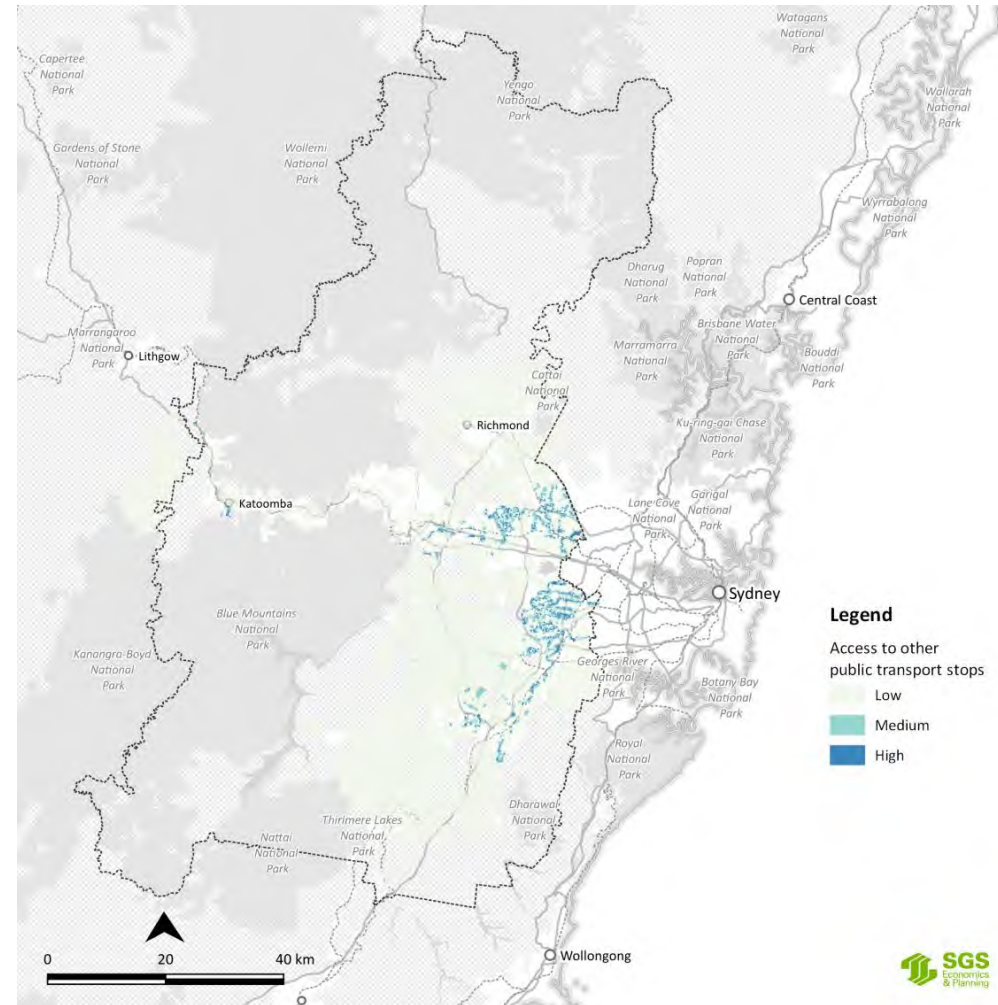
- Only a small portion of the study area is within good proximity to rail stations given the dispersion of railway lines in the outer suburbs. This is still the case if only residential areas are considered.
- Traditional centres generally contain train stations, but many newer suburbs and centres do not.
- While different train lines have different service frequencies, trains nonetheless generally provide the most direct, fastest and most reliable public transport service, making the catchments around them highly suitable for housing intensification or the locations of social and affordable housing.
- New train services are planned in Western Sydney, with a metro service between St Marys and Western Sydney Aerotropolis to include six new metro stations: St Marys (connected to the existing heavy rail station), Orchard Hills, Luddenham Road, Airport Business Park, Airport Terminal and Aerotropolis. A further planned project, the South West Rail Link Extension corridor will provide for the extension of the existing passenger rail line from Leppington Station to the Aerotropolis.



Source: SGS HART model, 2020

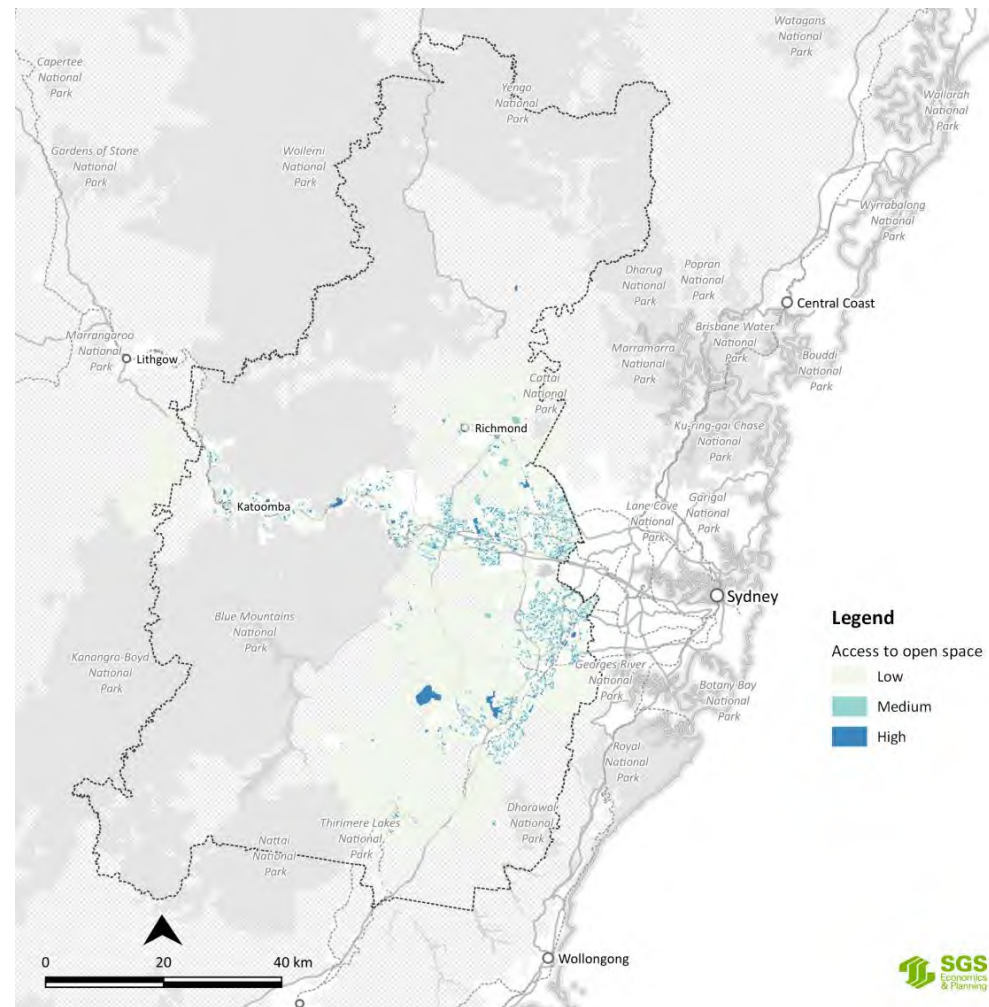
Housing access rating tool (HART): Proximity to other public transport

- Only bus stops with an acceptable level of service frequency on weekdays and weekends have been included in this metric.
- Most of the residential areas within the study area are in good proximity to bus stops with at least a moderate level of service frequency, however, services are less frequent and direct compared to train services.
- There are also some pockets with comparatively poor access to public transport in the south eastern section of the residential area towards and around Campbelltown, Camden, Penrith and large parts of the Hawkesbury, Blue Mountains and Wollondilly LGAs where population densities are low.



Source: SGS HART model, 2020

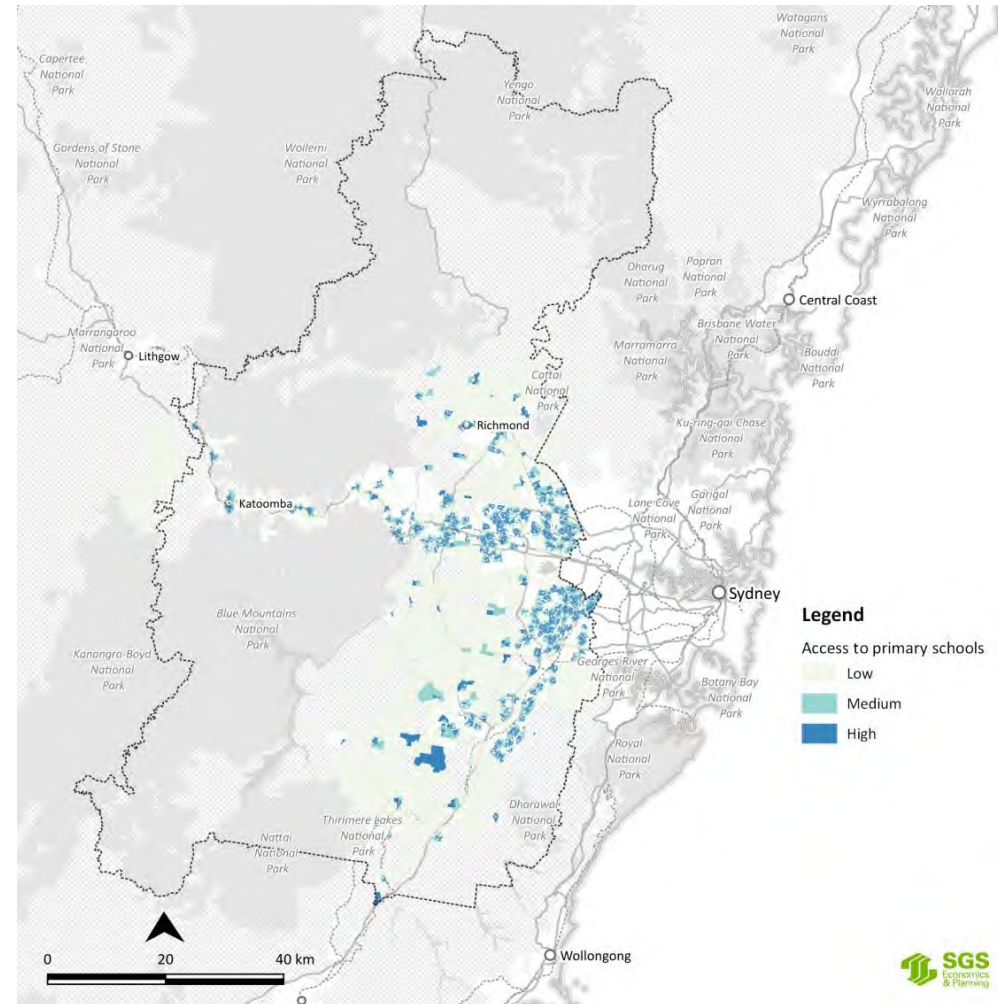
- Access to public recreation zones has been considered. This analysis considers proximity to any open space in this zone, and so some of the mapped accessibility may be to small parks. National and regional parks are not considered.
- Most residential areas within the study area are located relatively close to some form of open space.



Source: SGS HART model, 2020

Housing access rating tool (HART): Proximity to primary schools

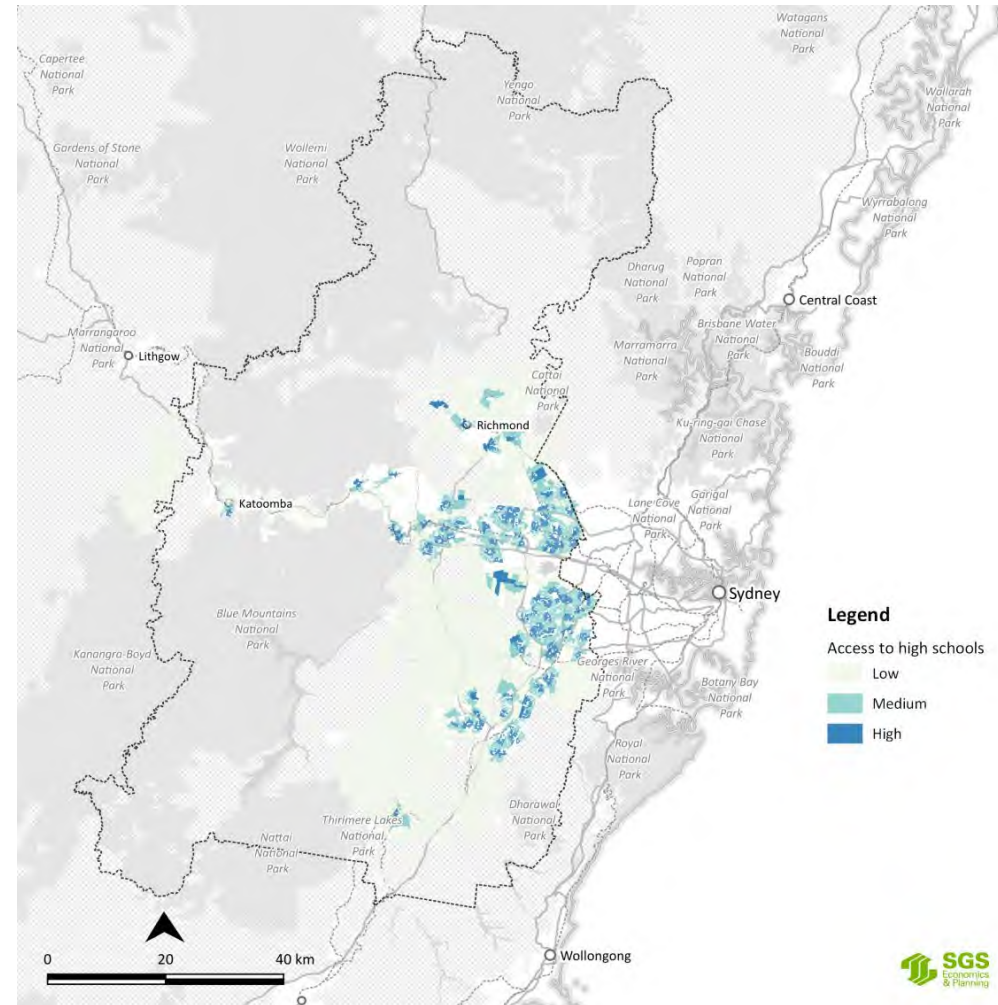
- Most of the residential parts of the study area are in good proximity to a public primary school.



Source: SGS HART model, 2020

Housing access rating tool (HART): Proximity to secondary schools

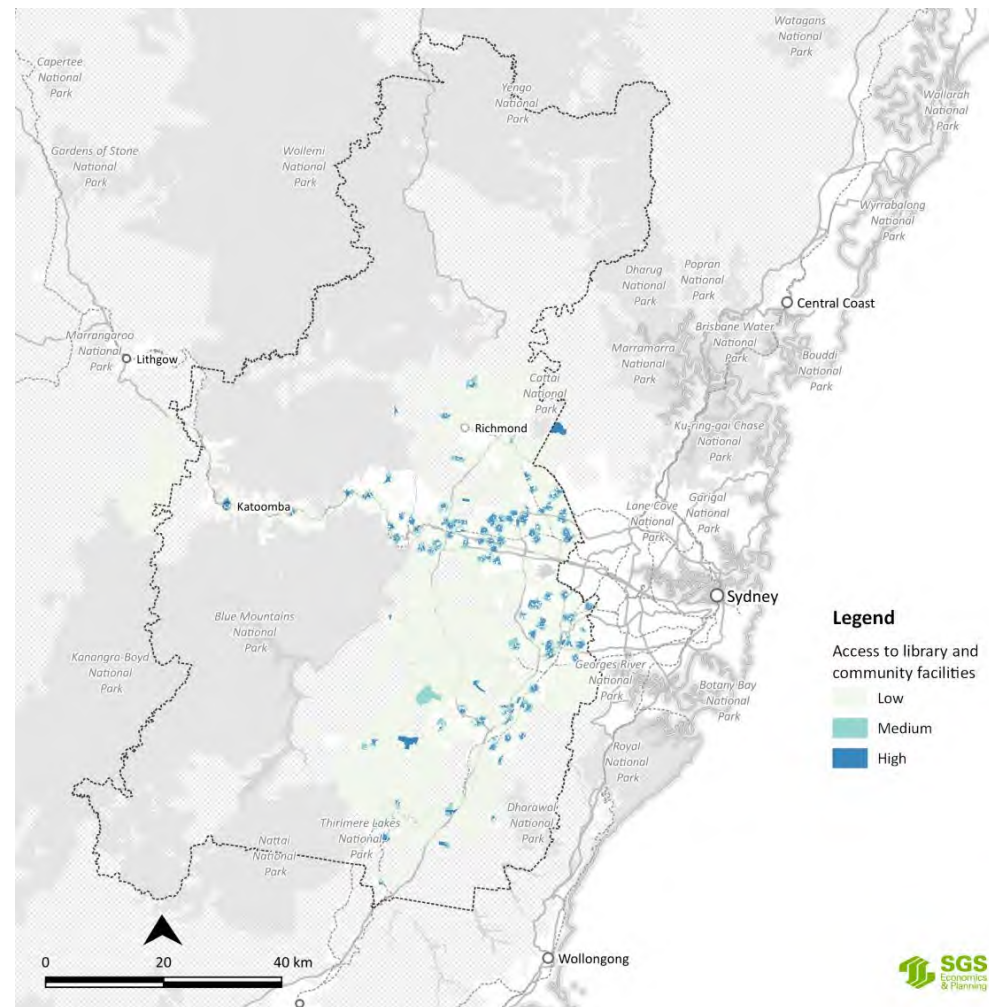
- Most of the suburban parts of the study area have some access to high schools, although they are more dispersed than primary schools, leading to a clearer differentiation between those areas within a comfortable walk and those further away.



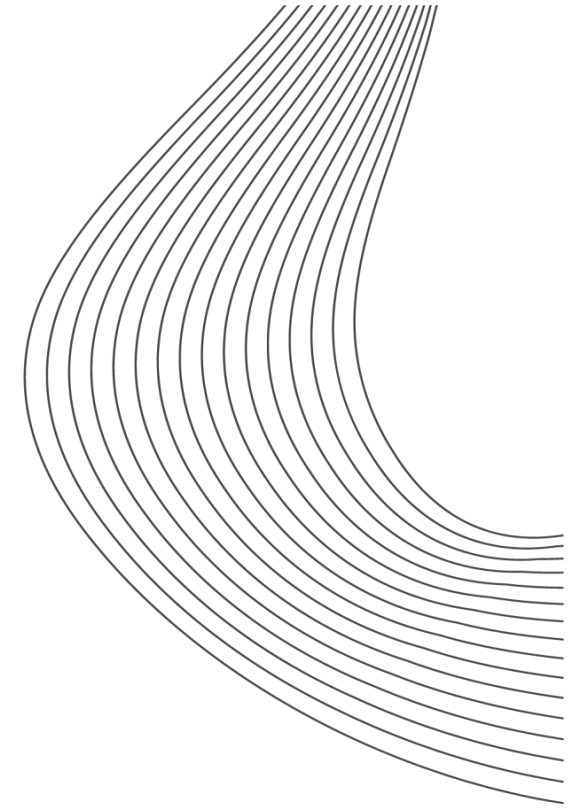
Source: SGS HART model, 2020

Housing access rating tool (HART): Proximity to libraries and community facilities

- These types of facilities are typically located in town centres, which is reflected in the pattern of proximity. For example, there is a concentration of such uses around the Penrith Town Centre.
- There are generally fewer community facilities located at the edge of residential areas, with these peripheral locations not able to access facilities within walking distance.



Source: SGS HART model, 2020



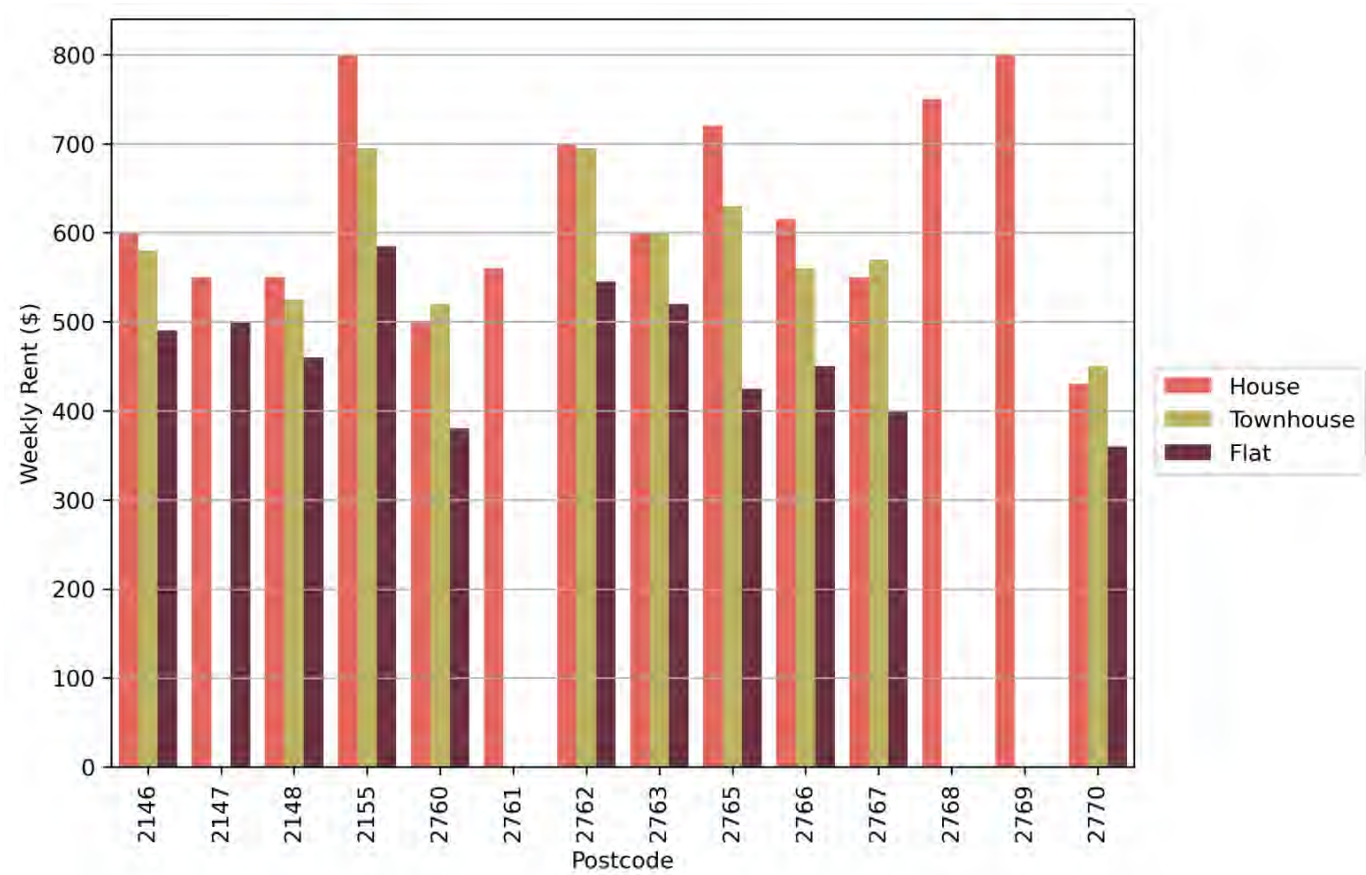
Appendix 2

Rentals by postcode

Rental data by postcode

- Rental data was gathered from NSW Fair Trading rental bond data and broken down to find the median rent being paid for new leases, for each postcode within each LGA.
- This illustrates the range of rentals being paid in the WSPP area
- Data is for the June quarter of 2023

Blacktown



Source: SGS Economics & Planning, 2023, NSW Fair Trading Rental Bond Data 2023

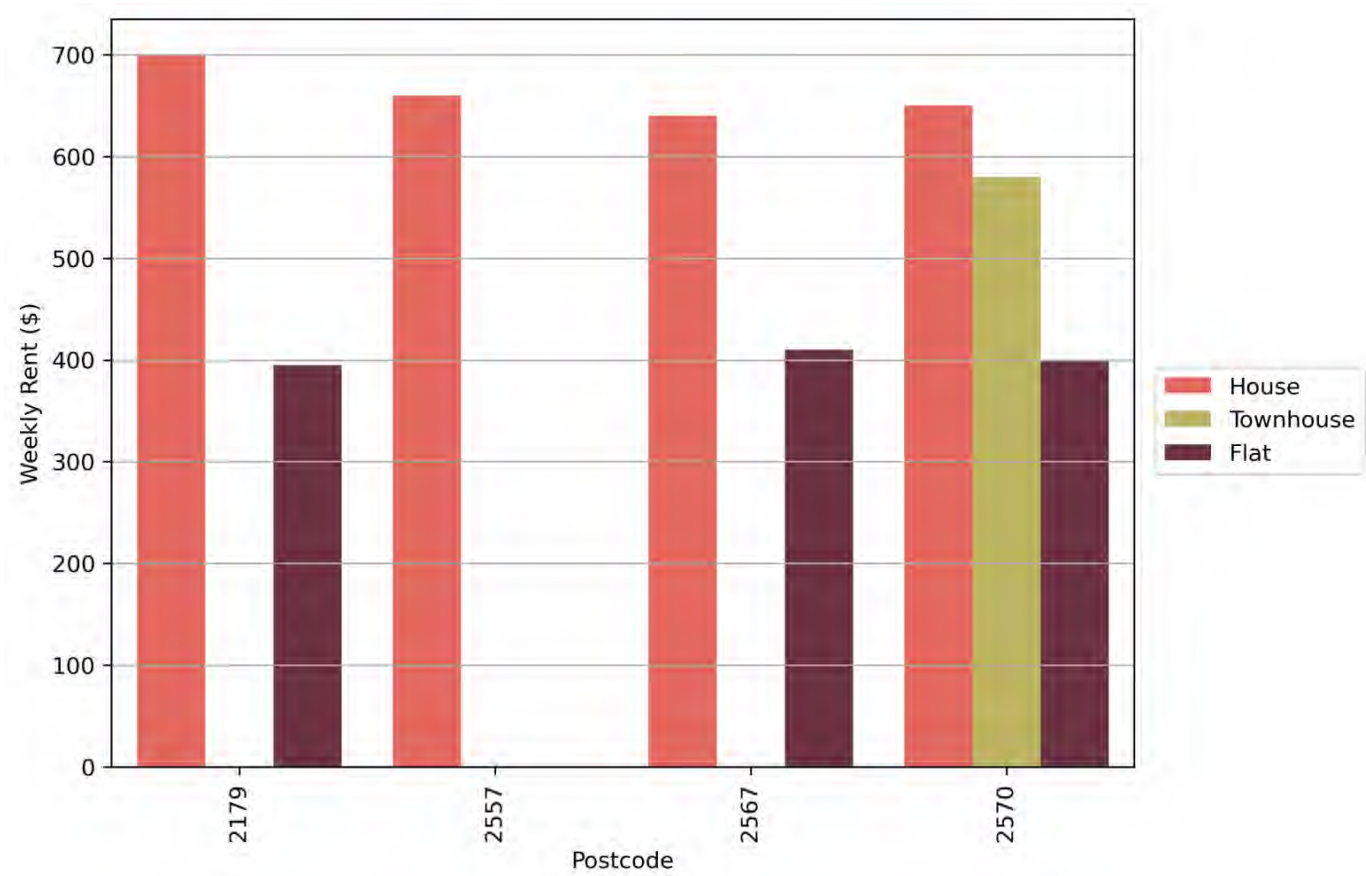
Blue Mountains



Source: SGS Economics & Planning, 2023, NSW Fair Trading *Rental Bond Data 2023*

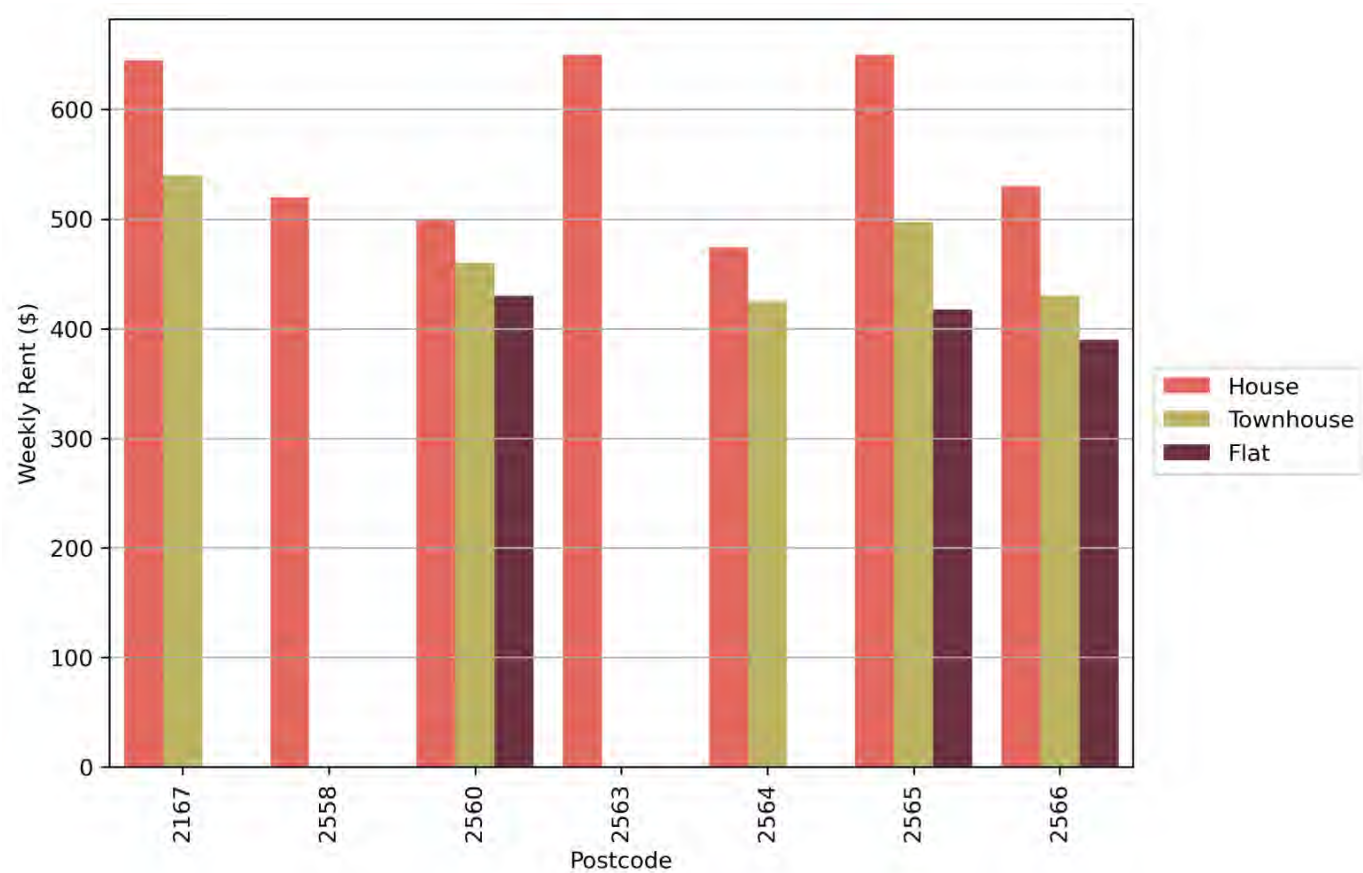
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Camden



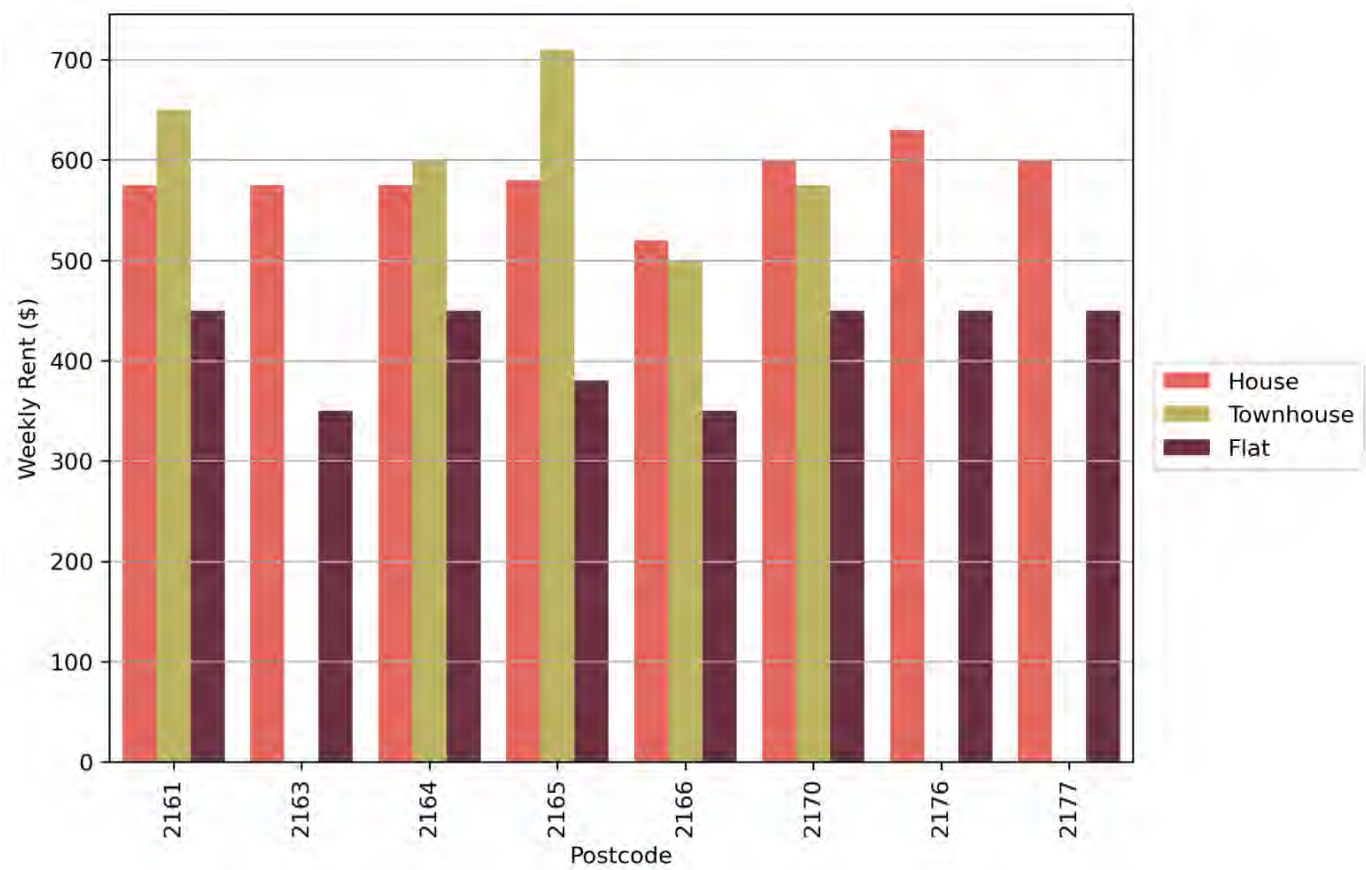
Source: SGS Economics & Planning, 2023, NSW Fair Trading Rental Bond Data 2023

Campbelltown



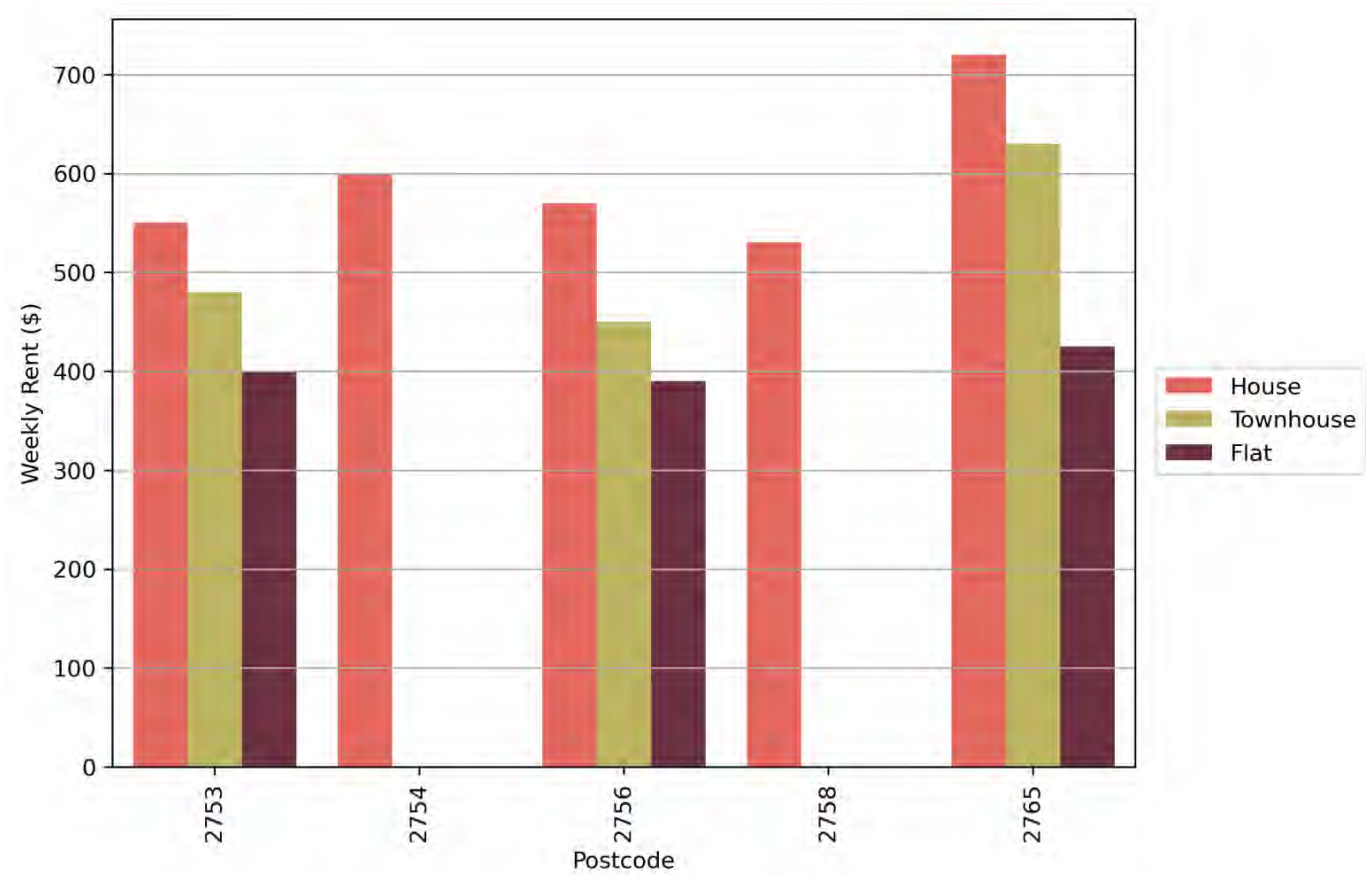
Source: SGS Economics & Planning, 2023, NSW Fair Trading *Rental Bond Data 2023*

Fairfield



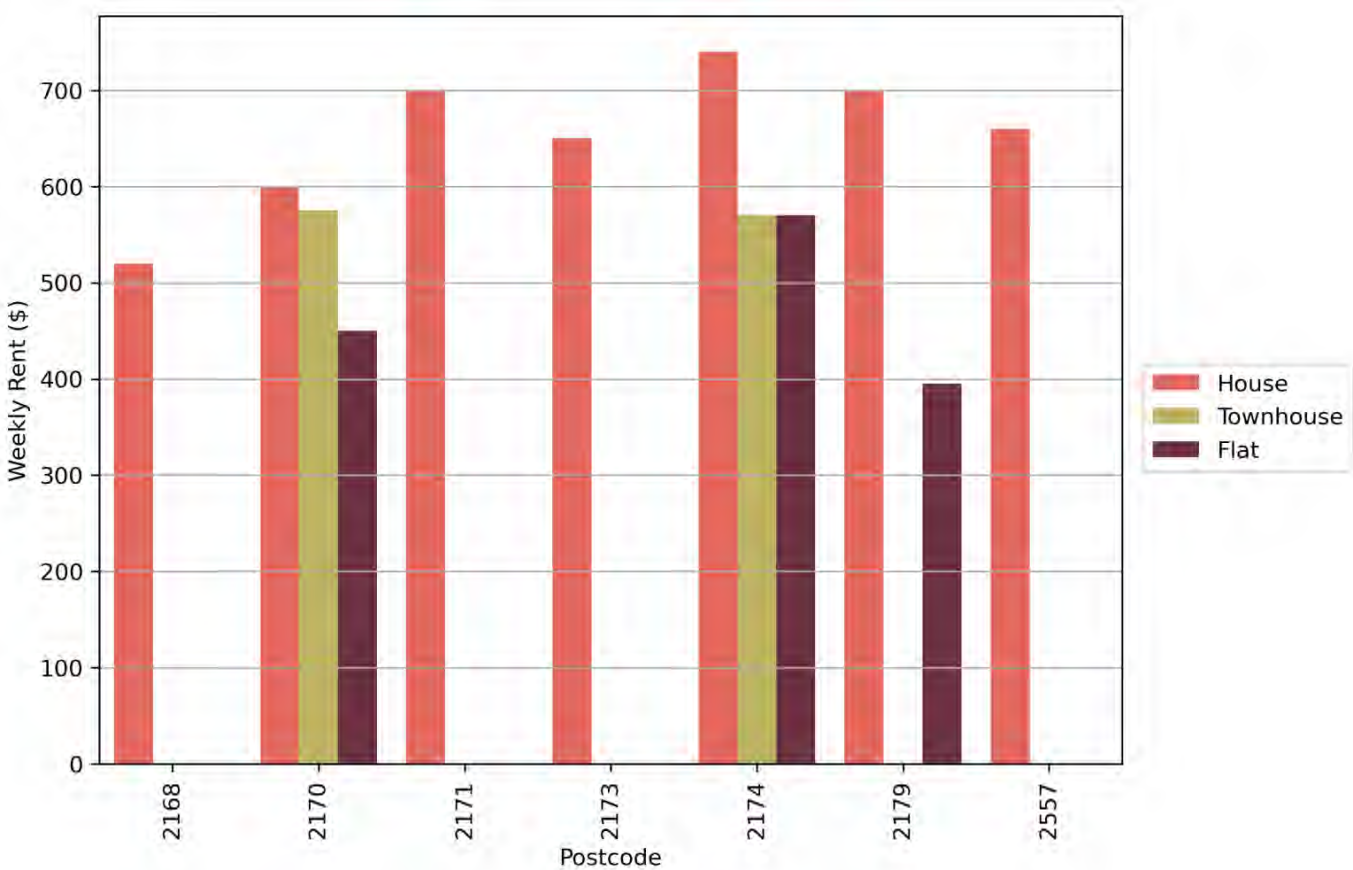
Source: SGS Economics & Planning, 2023, NSW Fair Trading Rental Bond Data 2023

Hawkesbury



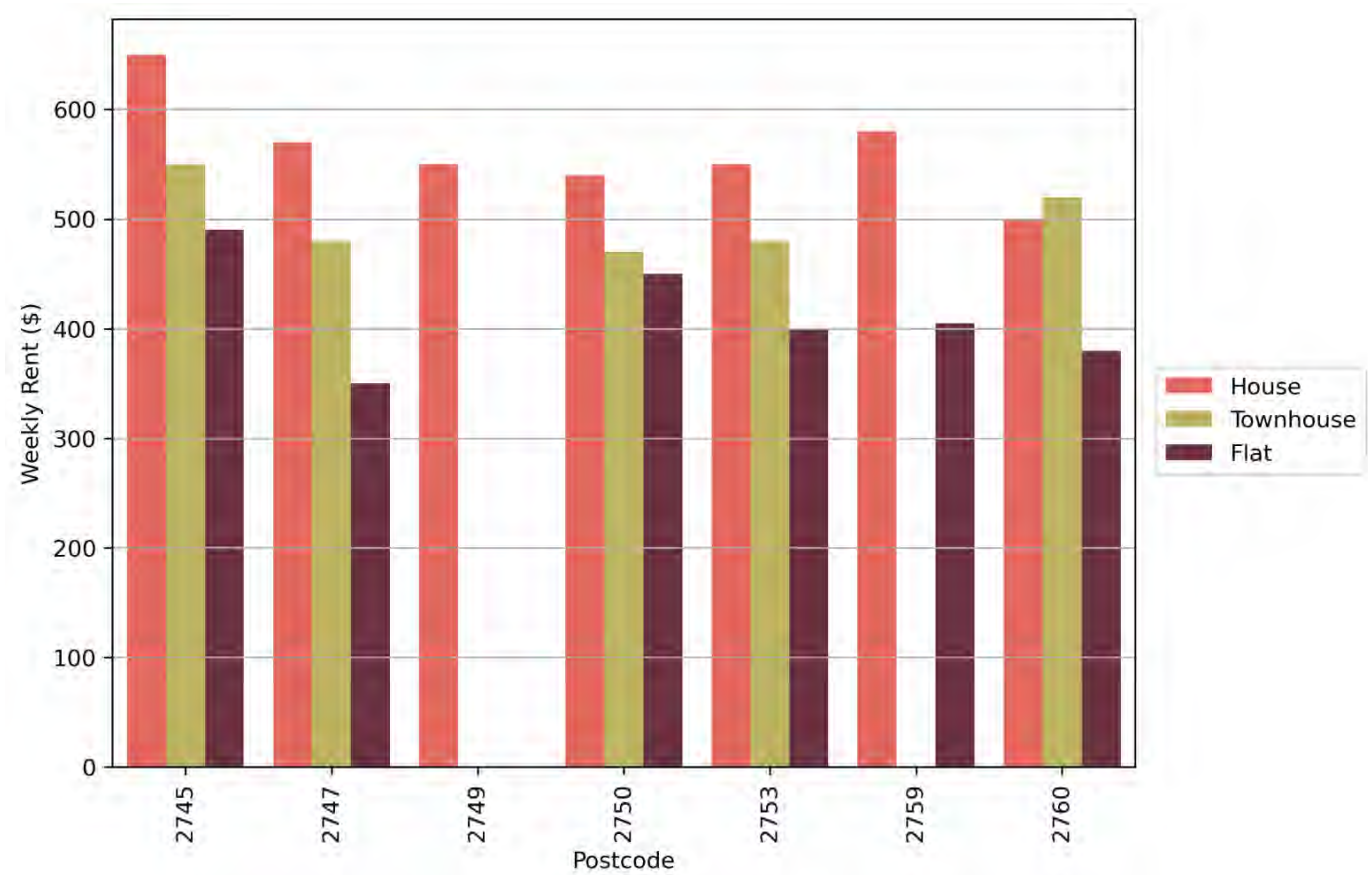
Source: SGS Economics & Planning, 2023, NSW Fair Trading *Rental Bond Data 2023*

Liverpool



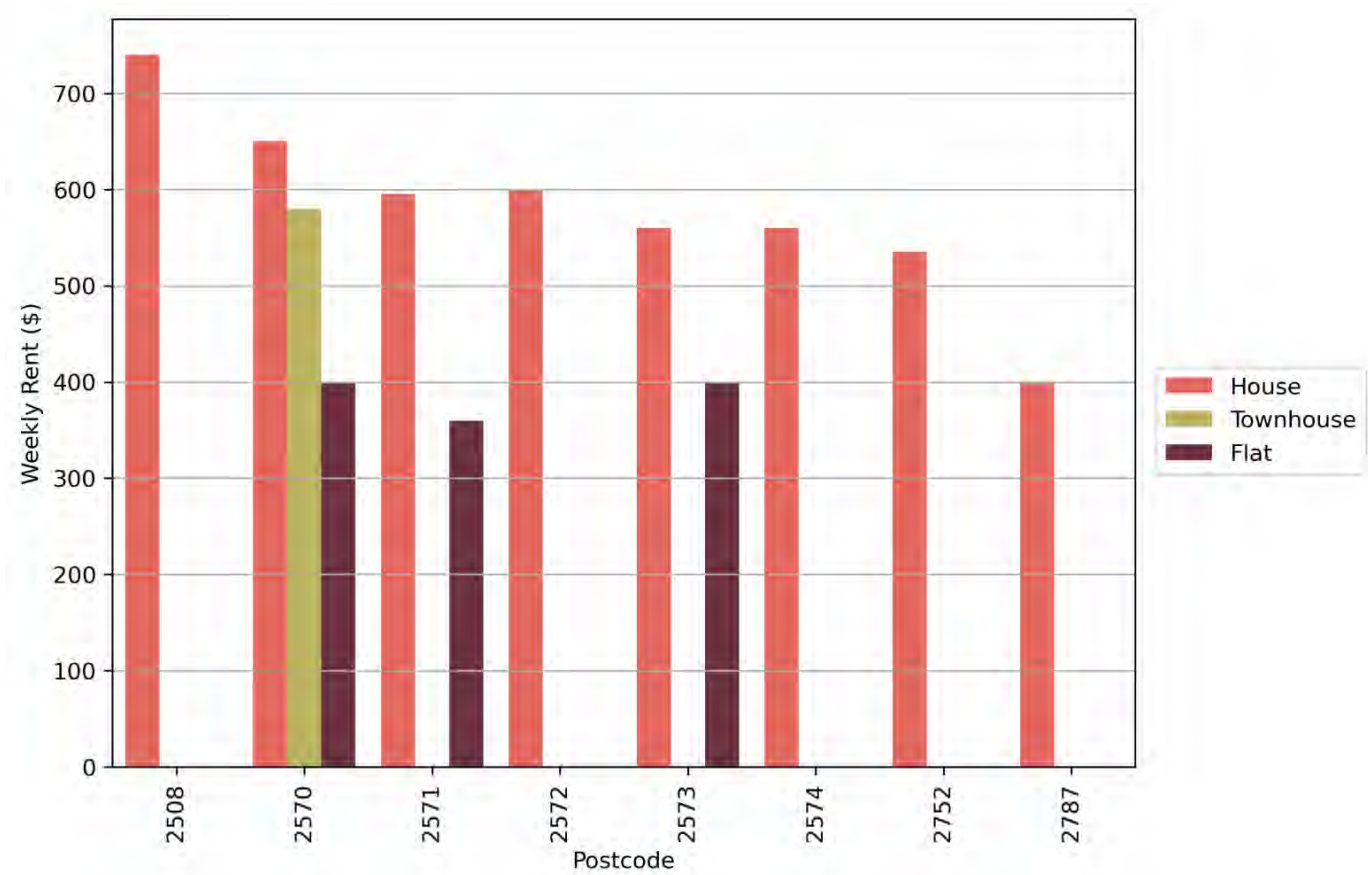
Source: SGS Economics & Planning, 2023, NSW Fair Trading Rental Bond Data 2023

Penrith

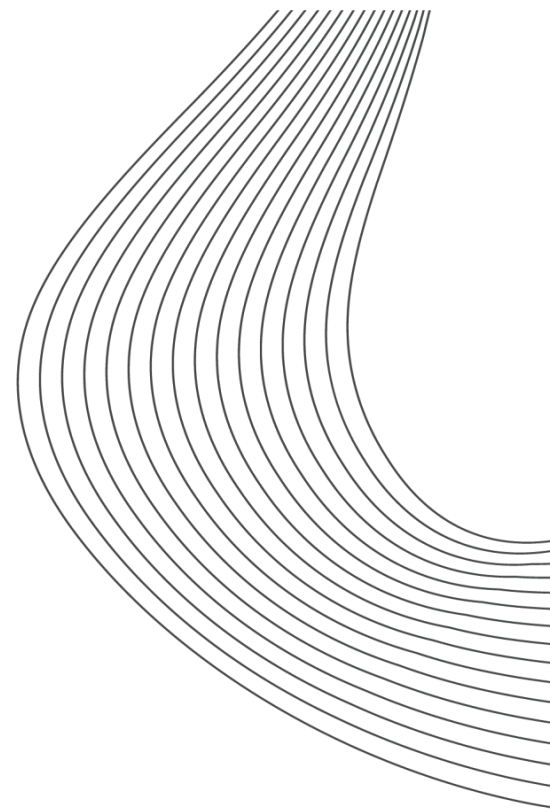


Source: SGS Economics & Planning, 2023, NSW Fair Trading *Rental Bond Data 2023*

Wollondilly



Source: SGS Economics & Planning, 2023, NSW Fair Trading *Rental Bond Data 2023*



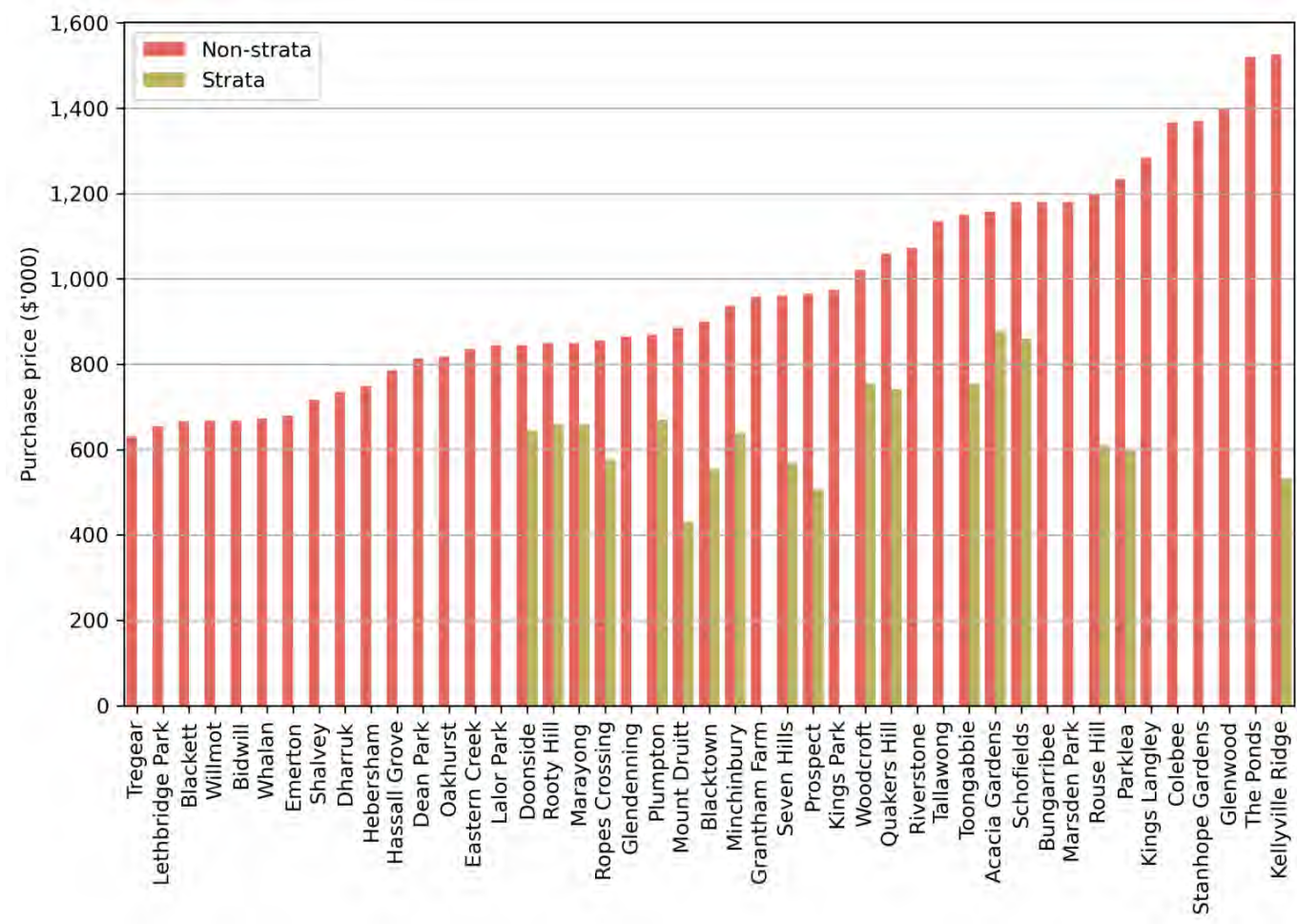
Appendix 3

Dwelling sales prices by suburb

Dwelling sales data by suburb

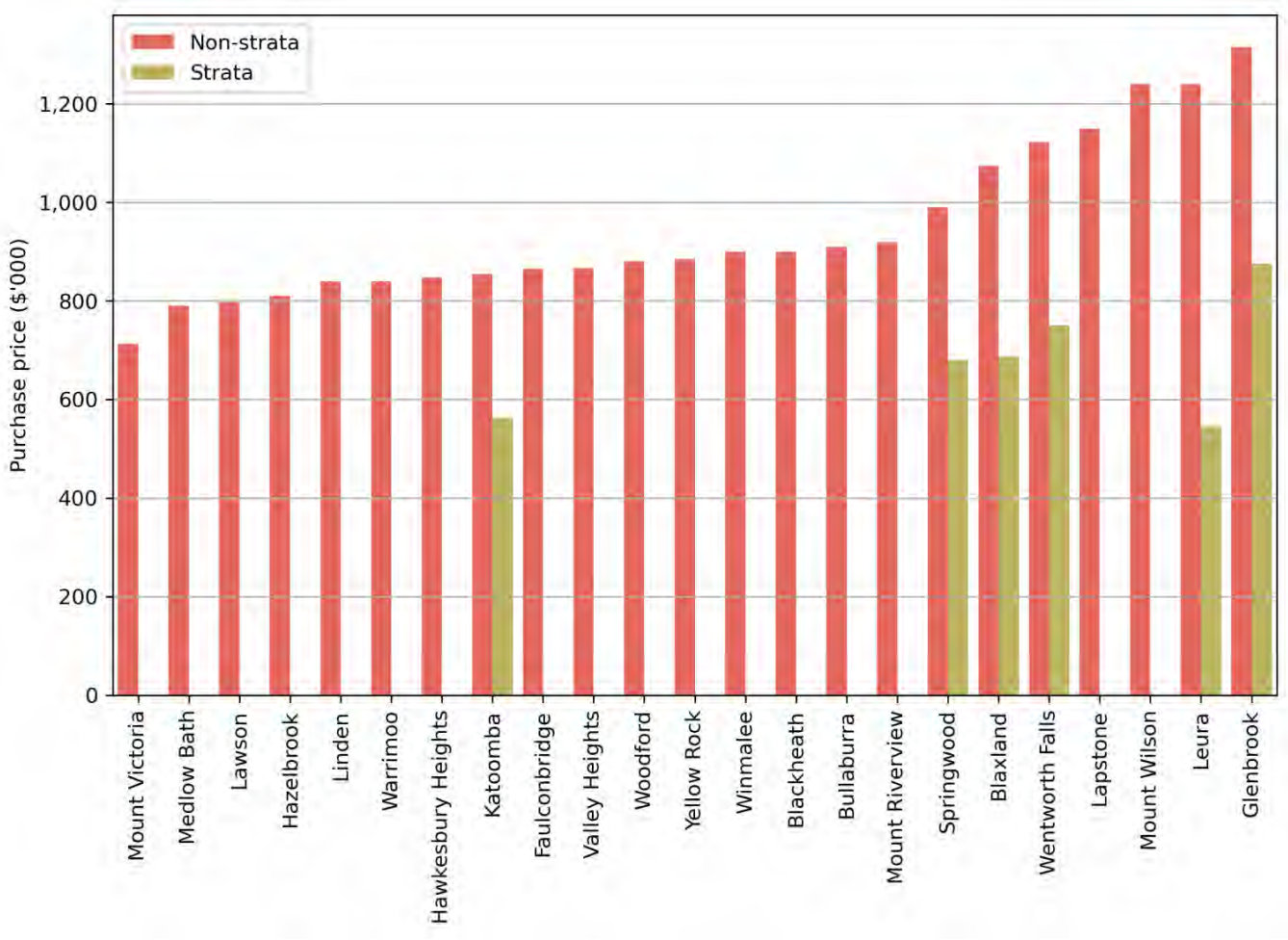
- Sales data was gathered from the NSW Valuer General and broken down to find the median sales price, by dwelling type, for each suburb within each LGA.
- This illustrates the range of dwelling prices in the WSPP area
- Data is for all sales which took place in 2022

Blacktown



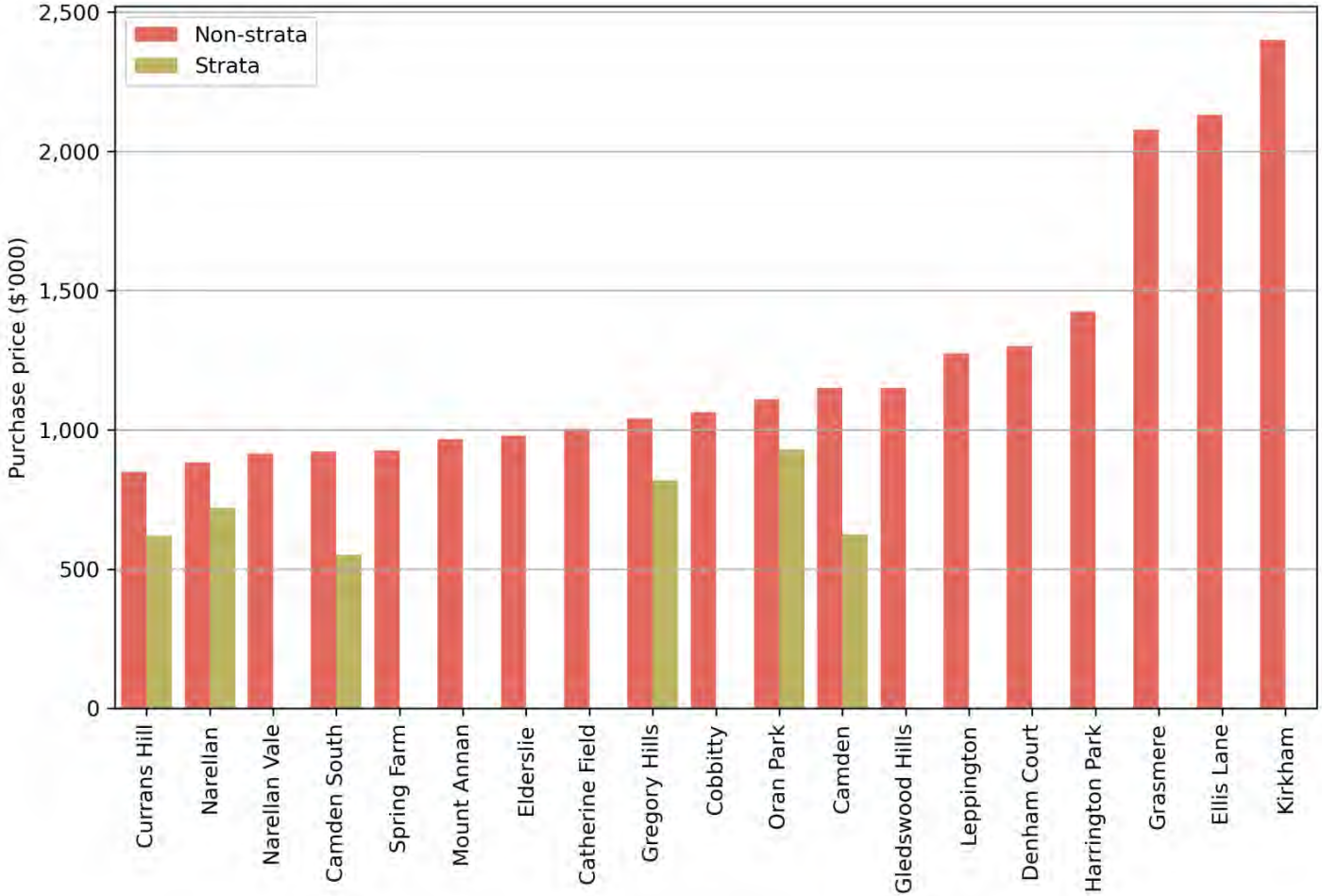
Source: SGS Economics & Planning, 2023, NSW Valuer General Bulk Property Sales Information

Blue Mountains



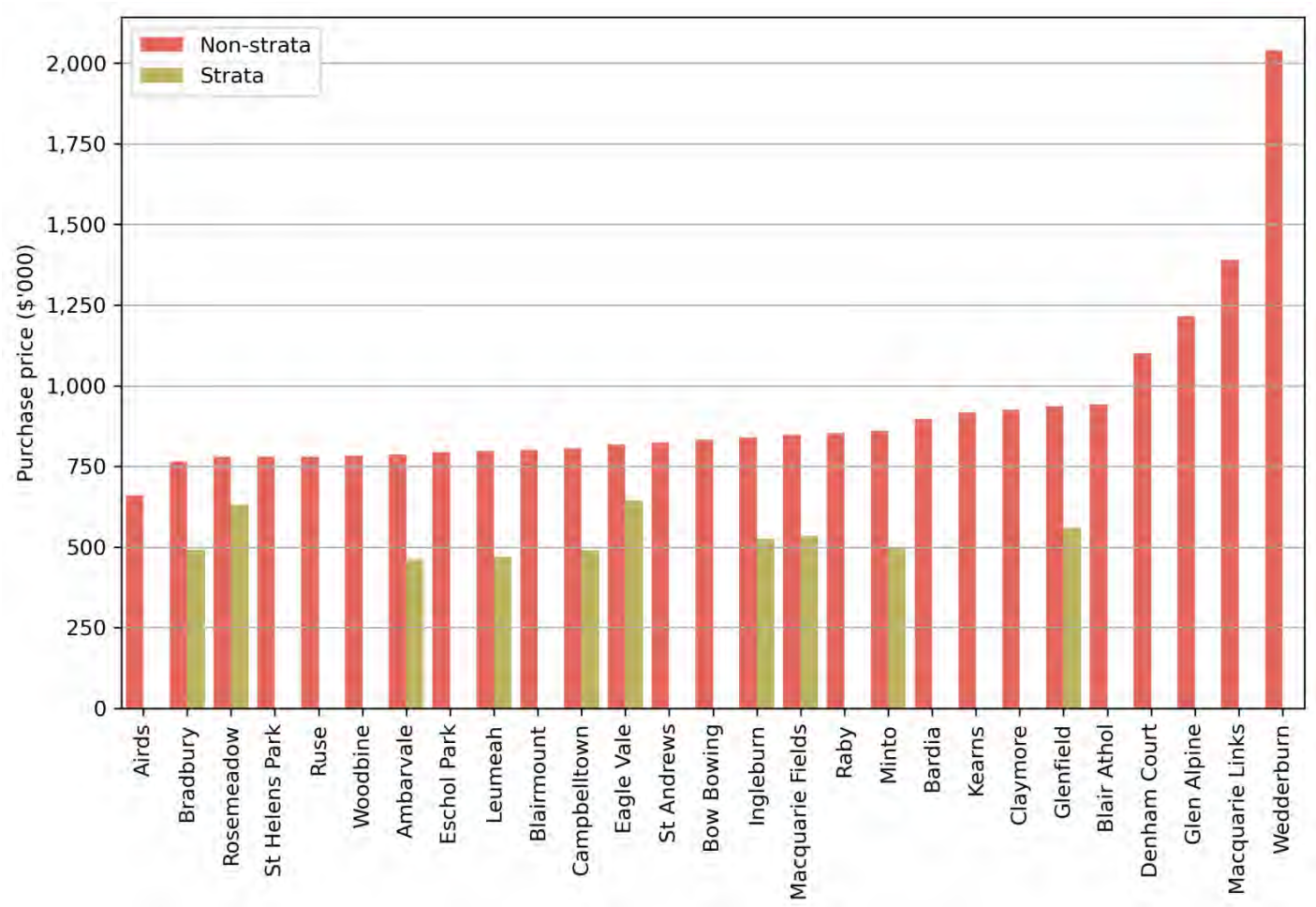
Source: SGS Economics & Planning, 2023, NSW Valuer General *Bulk Property Sales Information*

Camden



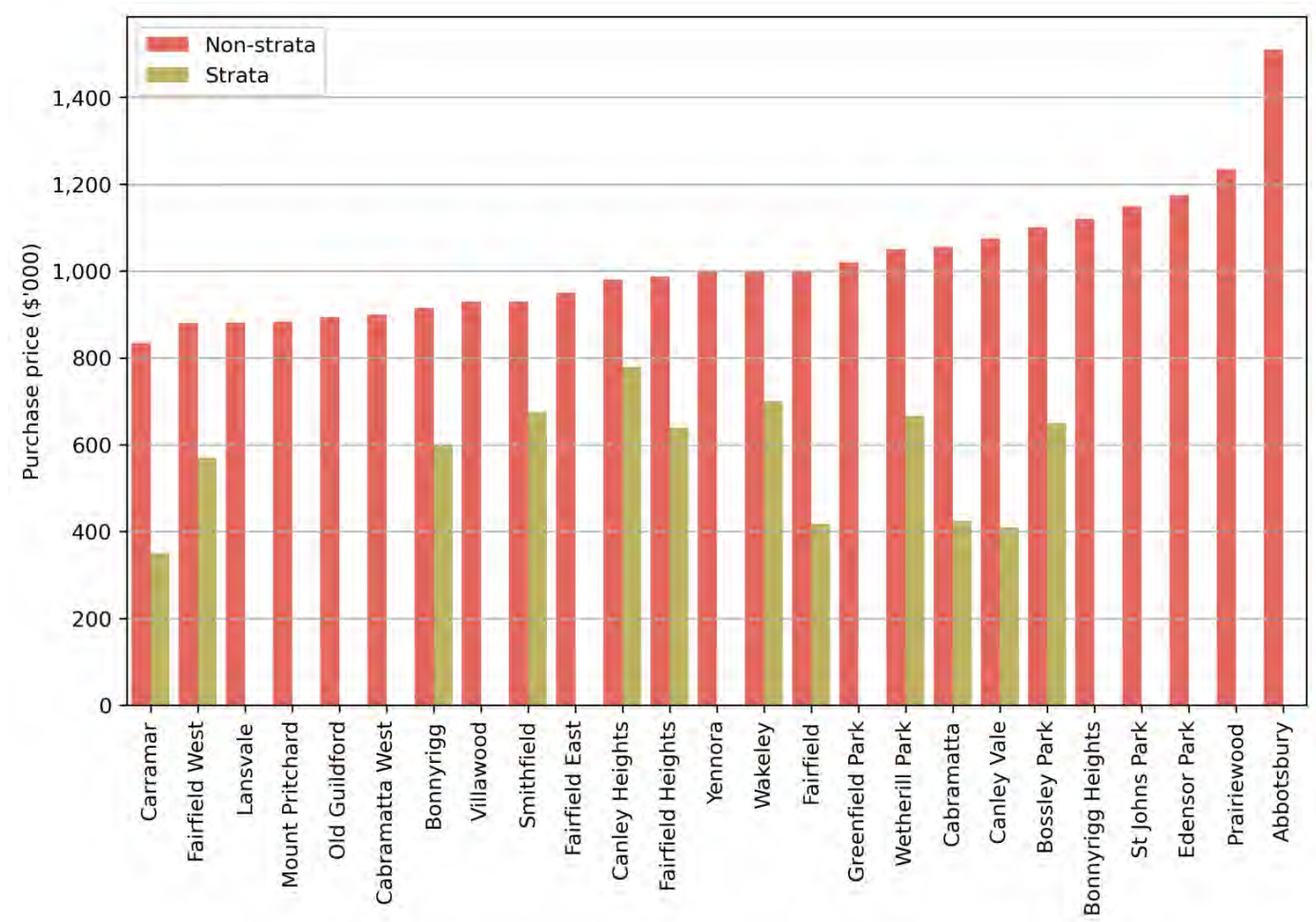
Source: SGS Economics & Planning, 2023, NSW Valuer General Bulk Property Sales Information

Campbelltown



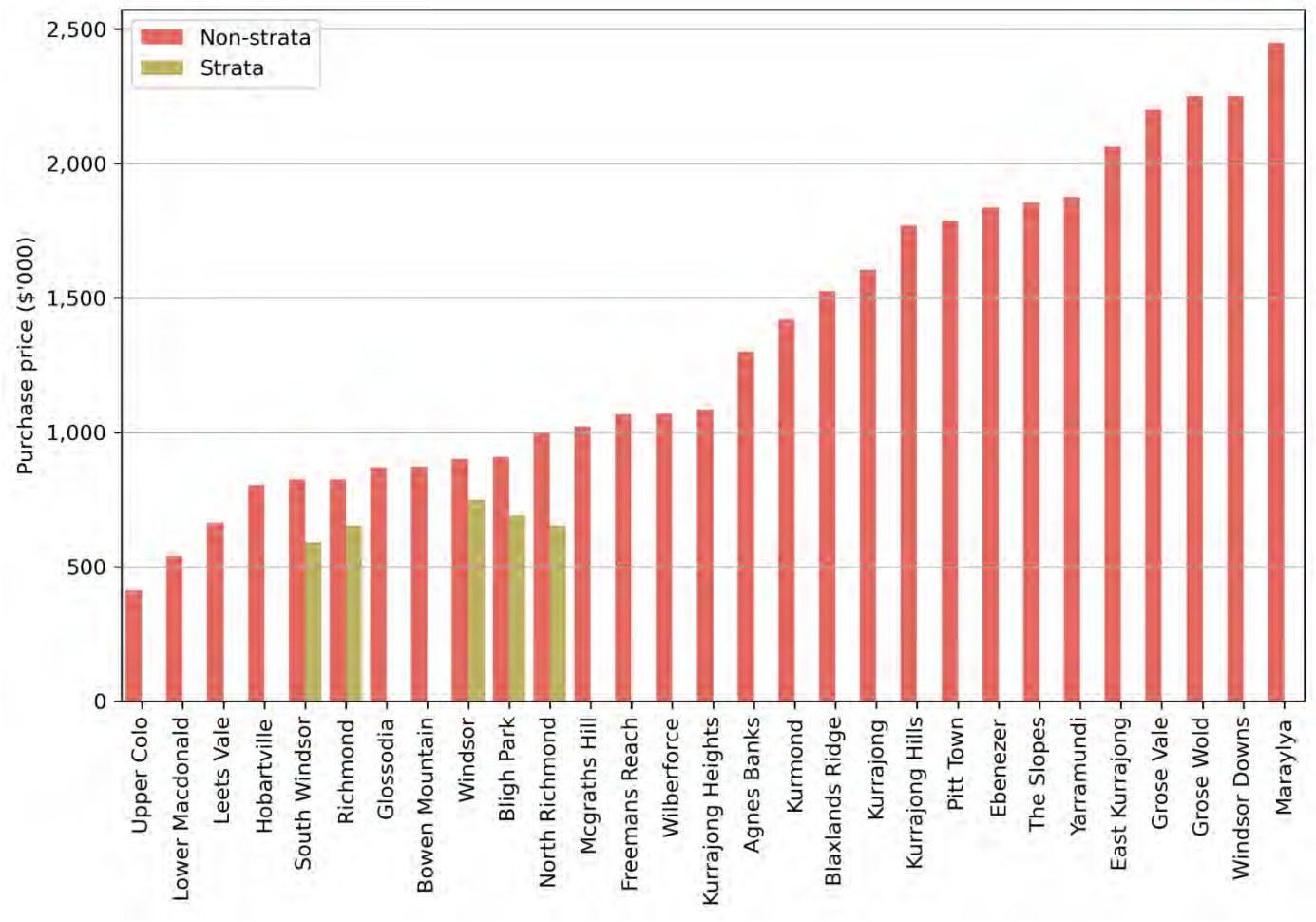
Source: SGS Economics & Planning, 2023, NSW Valuer General Bulk Property Sales Information

Fairfield



Source: SGS Economics & Planning, 2023, NSW Valuer General Bulk Property Sales Information

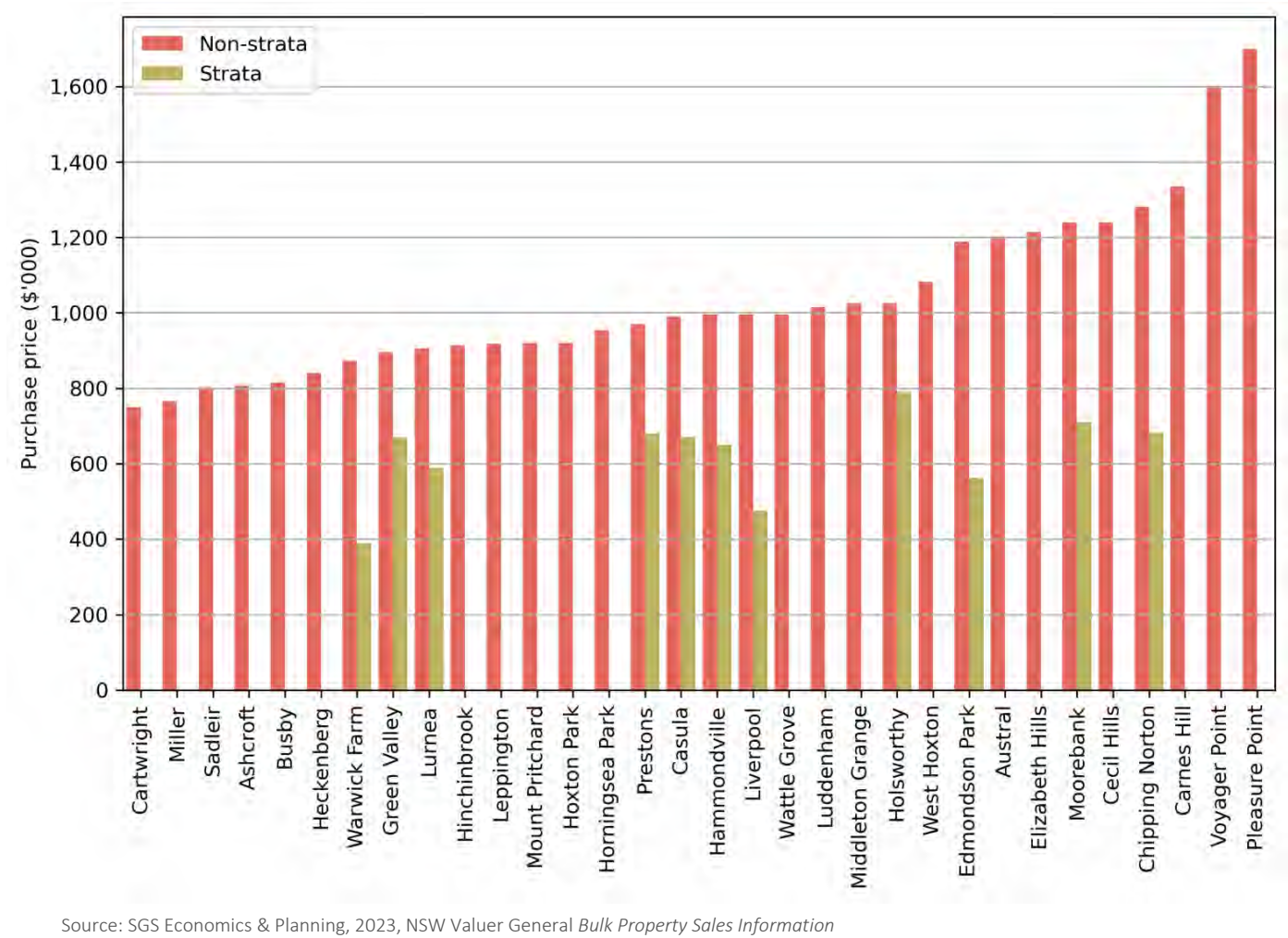
Hawkesbury



Source: SGS Economics & Planning, 2023, NSW Valuer General Bulk Property Sales Information

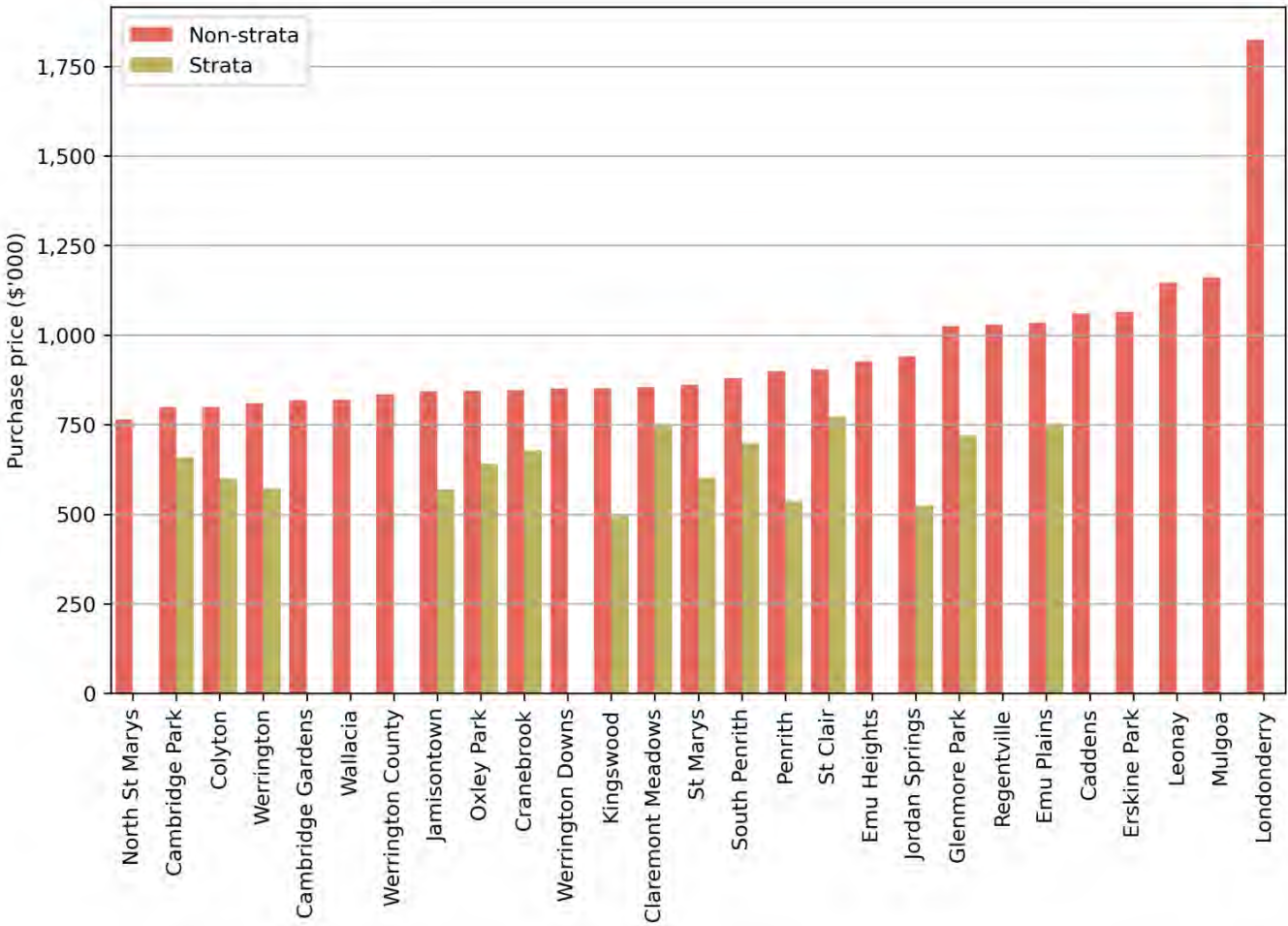
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Liverpool



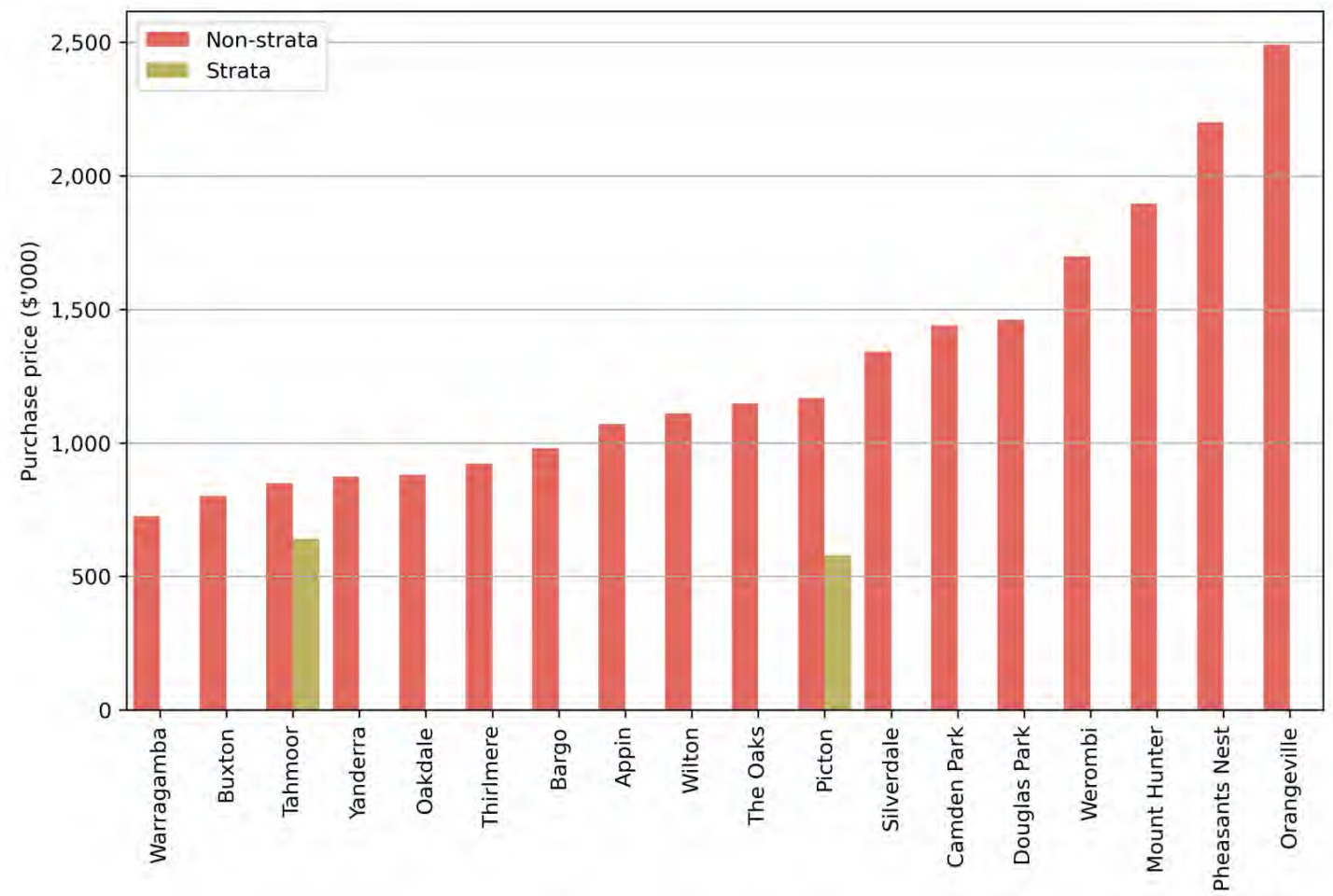
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Penrith



Source: SGS Economics & Planning, 2023, NSW Valuer General Bulk Property Sales Information

Wollondilly



Source: SGS Economics & Planning, 2023, NSW Valuer General Bulk Property Sales Information

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Certified



WESTERN SYDNEY AFFORDABLE HOUSING CONTRIBUTION SCHEME **ECONOMIC TESTING**



November 2023

PREPARED FOR
Western Sydney
Planning
Partnership

HillPDA
CONSULTING



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Quality control

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Executive Summary

Affordable housing is critically important for Western Sydney. The Western City District Plan released by the NSW Government identified a 5-10% affordable housing target subject to uplift for the region in 2018. This recognised the critical role of housing in providing stability, diversity, and economic productivity. While, the Western Parkland City is relatively more affordable than other parts of the metropolitan region, it has experienced significant dwelling sales and rental price increases, with rents escalating approximately 30% since late 2021. The NSW Government directed each of the Councils to develop an affordable housing contribution scheme through its Local Housing Strategy approval process.

The Western Sydney Planning Partnership (WSPP) was established by the 2018 Western Sydney City Deal and is a collaborative council-led initiative that helps deliver common approaches for Western Sydney planning. The WSPP has proposed that 1.5% of the gross floor area be provided as affordable housing, to apply to all development in Western Sydney as a monetary equivalent contribution.

HillPDA has been engaged by the WSPP to review the economic impact of the proposed affordable housing contribution scheme.

The monetary equivalent rate

The proposed scheme would apply to residential development, land subdivision, and non-residential development. Non-residential development cannot be used for residential uses. A warehouse or logistics hub would be unsuitable for residential accommodation. Therefore, a monetary equivalent is required.

In addition, collecting affordable housing as a monetary contribution enables the WSPP to deliver more affordable housing by co-funding development in addition to just being dedicated dwellings. It allows for the delivery of affordable housing in purpose-built development in Western Sydney lowering lifecycle costs.

HillPDA considered in principle the monetary contribution should be comparable to a developer dedicating floorspace and its sale revenue foregone. If you had a 200-apartment development and needed to dedicate 1.5% of apartments as affordable housing, then it would be 3 apartments dedicated. The impact to the developer is foregone revenue for 3 apartments. This principle has been applied for the calculation of the monetary-equivalent rates:

- **Residential Development – 1.5% of the median residential strata dwelling price in the applicable LGA.** Benchmarking to the median strata residential dwelling price provides a consistent rate that can be applied for all development, it allows the scheme to reflect the actual price to acquire dwellings in the LGA.
- **Residential Subdivision – 1.5% of the average residential unimproved land value in the applicable LGA.** Residential subdivision has a different delivery mechanism to residential built-form development and revenues are lower because only the land is acquired and then the homebuyer builds a house. If a residential developer were to provide 1.5% of their developable area to affordable housing, they would dedicate 1.5% of the land only. Therefore, the rates need to be benchmarked across the value of land, which is why residential subdivision is based on the average unimproved land value.
- **Non-Residential Development – 0.3% of the median residential strata dwelling price in the applicable LGA.** Non-Residential Development has been benchmarked against residential strata dwelling prices to allow for simplicity in the scheme. It also reflects the need to purchase residential floorspace for affordable housing. The rate of 0.3% of the median residential strata dwelling price considers the price



differential between non-residential and residential development to ensure that non-residential development is not paying more than 1.5% of revenue.

This resulted in the following recommended contribution rates:

Table 1 Contribution Rates to be applied in each LGA

LGA	Median Strata Price	Monetary Equivalent for Residential built form \$/sqm GFA	Example for residential subdivision \$/ha NDA	Discounted Equivalent for Non-Residential \$/sqm GFA
Blacktown	\$612,000	\$102	\$210,000	\$20
Blue Mountains	\$630,000	\$105	\$170,000	\$21
Camden	\$705,000	\$118	\$220,000	\$24
Campbelltown	\$559,000	\$93	\$190,000	\$19
Fairfield	\$482,000	\$80	\$240,000	\$16
Hawkesbury	\$625,000	\$104	\$200,000	\$21
Liverpool	\$528,000	\$88	\$240,000	\$18
Penrith	\$575,000	\$96	\$200,000	\$19
Wollondilly	<i>Insufficient data</i>	\$80*	\$210,000	\$16

* Where insufficient data have adopted the lowest rate

Source: HillPDA 2023, DCJ 2023, Valuer-General 2023

Staged introduction of the scheme ensures the current development pipeline remains viable

The 1.5% contribution rate was tested across 31 different types of development across Western Sydney. HillPDA tested eight different types of development that occurred across Western Sydney:

- Subdivision
- Dual occupancies
- Townhouses
- 3-5 storey apartments
- 5-10 storey apartments
- 10-15 storey apartments
- Commercial development
- Industrial development

The typologies were tested in a range of typical locations that represented both 'high' and 'low' markets in Western Sydney, as well as different contexts such as centres, suburban infill development, and greenfield locations.

The Residual Land Value is the maximum price that a developer can pay for land. The Residual Land Value is calculated by calculating the total revenue (how much a developer can sell the land for) and costs and required profit margin. If the Residual Land Value is higher than the sale price of the land based on its existing use, then the development is viable. HillPDA considered the impact of the proposed contributions on the Residual Land Value.

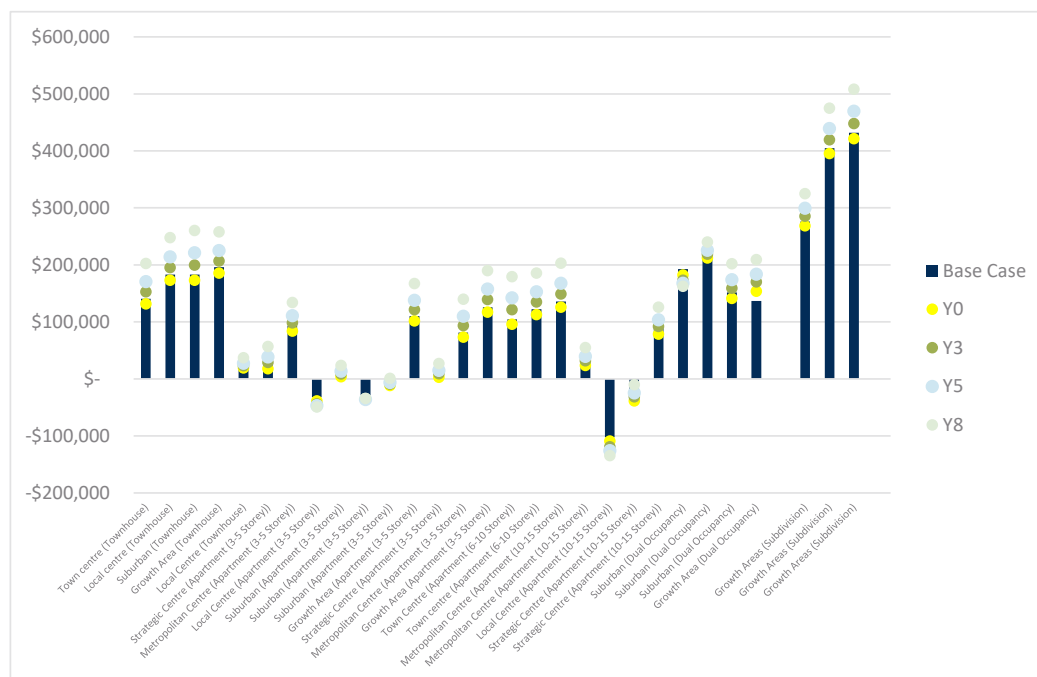
The introduction of an affordable housing contribution rate as proposed by the scheme would not significantly impact the viability of the development. We found that most developers would be able to absorb the change almost immediately within a prudent development contingency allowance.

Prices change over time. Figure 1 shows the escalation in residual land value over the coming years based on likely increases to construction costs, sales prices, and the impact of the affordable housing contribution. The dark blue bar is the base residual land value with no contribution. The yellow marker shows the residual land



value at year zero with the contribution rate in place and the dark green marker shows the residual land value after three years. In general, a three-year transition will be more than sufficient for the residual land value to absorb the cost impact of the affordable housing contribution. This means that a broader base of development would be viable with a staged introduction of the affordable housing contribution scheme. This reflects that residential property markets increase in average sales values over time, making development relatively more attractive. Furthermore, developers seeking to adjust purchase prices (based on the knowledge that affordable housing contributions are in place) can calculate accurate residual land values for 2026.

Figure 1 Residual land value escalation



Source: HillPDA, 2023

Non-residential development reflects the demand for affordable housing that business generates. Non-residential development has differing abilities to absorb an affordable housing contribution depending on the use type. Currently industrial development is strongly viable and able to absorb the additional contributions immediately. The commercial market remains challenged. However, over time with improvements in amenity because of the aerotropolis, it will likely recover, and we consider that flagging the required contributions early would allow these to be considered. This would help ensure that viability of commercial development that support affordable housing provisions, essential workers, and jobs in Western Sydney.

Key Conclusions

HillPDA recommends the WSPC Councils introduce a stepped affordable housing contribution scheme. Delaying the introduction for a three-year period (to be implemented March 2027) for all development types to allow existing land to go through the development application process, and new acquisitions to consider the impact of affordable housing, will help residual land values adjust. In our view the impact of the scheme would have a manageable financial impact on market housing and employment in Western Sydney. Importantly, the scheme would help further catalyse the development of affordable housing in the region now and into the future, ensuring the Region is attractive and affordable for workers.

ECONOMIC REPORT



WESTERN SYDNEY AFFORDABLE HOUSING ECONOMIC REPORT

HillPDA
CONSULTING



1.0 INTRODUCTION

The Western Sydney Planning Partnership (WSPP) consists of the councils in the Western Parkland District and Blacktown City Council referred to collectively in this report as WSPP Councils, these are:

- Blacktown
- Blue Mountains
- Camden
- Campbelltown
- Fairfield
- Hawkesbury
- Liverpool
- Penrith
- Wollondilly

The WSPP has sought to develop a regional affordable housing contribution scheme that would accommodate the Local Housing Strategy approval conditions of each of the councils to prepare an affordable housing contribution scheme.

The WSPP is seeking to implement a low flat rate contribution through an inclusionary zoning approach, which is more suitable for the region than the uplift approach addressed in the Department of Planning and Environment's *Affordable Housing Contribution Scheme Guideline*. The WSPP engaged specialist expertise in developing the scheme, which recommended a 1.5% floorspace flat rate contribution on new residential and non-residential development in Western Sydney.

HillPDA has been engaged by the WSPP to undertake viability testing for a Regional Affordable Housing Scheme. The WSPP proposed for testing and potential modification a contribution rate of 1.5% of gross floor area (GFA) across all development in the LGAs. This includes both residential and non-residential development. This study sought to answer the following questions:

- Is a contribution rate viable?
- What would be a sufficient transition period for introduction?
- How to convert the 1.5% GFA into a monetary equivalent?
- How to index the monetary equivalent?



2.0 METHODOLOGY

The Western Sydney Planning Partnership (WSPP) is proposing a broad inclusionary levy on all development. Therefore, the WSPP has sought to develop an alternative methodology to the standard residual land value methodology prescribed in the *Affordable Housing Contribution Scheme Guideline*.

2.1 DPE Guideline

The *Affordable Housing Contribution Scheme Guideline* relies on the value uplift created by a rezoning to determine the portion of affordable housing, with the value to then be shared between the developer and the community. That is when there is a rezoning there is an increase in value, which results in an affordable housing contribution.

Figure 2 Contributions calculated on uplift



Source: DPE, 2019

This approach has not been utilised as the WSPP's proposed scheme seeks an inclusionary approach based on housing need and demand for affordable housing (rather than the uplift to which the Guideline applies); however, some key elements have been maintained:

- Development margins consistent with the Guidelines have been adopted (20%).
- Base land value has been adopted, (i.e. based on the existing land-use value), which is an alternative approach under the scheme.
- A residual land value consideration as per the Guideline has been maintained.

2.2 Feasibility methodology

HillPDA has undertaken feasibility testing for 9 Local Government Areas (LGAs) in Western Sydney, considering 3 key variables in each of the markets selected:

1. Anticipated revenue
2. Development cost
3. Land price

These three variables largely determine the viability of site redevelopment. To support the testing, we have analysed market transactions to verify the findings. This forms the basis to assess the market viability across the investigation areas.



We have used a target development margin of 20% and the Residual Land Value as the primary indicators of project viability. We note that the development margin does not take into account the time value of money, however for the purposes of this high-level testing we have assumed that all projects would not span for more than 2 years.

Our analysis has sought to consider 'The Typical Developer' which is a developer that:

- Purchases land in the current market
- Seeks to sell in the same market
- Commences development process as soon as the land is purchased
- Uses average construction costs
- Develops consistent with Council's strategic objectives

Existing landowners who are seeking to sell their land to a developer are considered through the residual land value. The residual land value is the maximum price that a developer is likely to purchase the land for. The time it takes for the residual land value to recover is considered through the escalation profiles.

Smaller scale developers have been considered through the dual occupancy and townhouse scenarios, however, often these developers operate at tighter margins, so could be less impacted by the changes, as sites would still be able to be purchased competitively.

2.3 Residual Land Value

The residual land value represents the amount that a prudent developer would pay for a site considering the revenue and development costs that could likely be achieved. Where the residual land value of the site is greater than the land values in an area, development is viable.



HillPDA has reviewed all transactions in the test suburb at zoning where the development typology would likely be permissible, typically R3 or R4. In general, we consider the 30th percentile land value is the value that indicates the development site. The 30th percentile indicates sites that are less likely to be recently or significantly improved, and therefore reflect potential development sites. A developer would very rarely develop a recently constructed or heavily improved building.

A relatively generous 25% percent premium is applied to provide for the possibility of amalgamation where multiple sites are required. Where lot sizes are sufficient to allow development on a single site, the existing site value is used.

The residual land value is compared to the existing use value. Where the residual land value is higher than the existing use value, then the development is viable. Where the residual land value is lower than the existing use value, HillPDA has considered the percentile of sites that are suitable for development.



2.4 Development Margin

A development margin of 20% has been adopted in the analysis. This is a highly conservative margin and has been adopted consistent with the *Affordable Housing Contribution Scheme Guidelines*. In our recent market observations, margins have been tighter reflecting the heightened level of competition in the market.

The margin represents the level of risk for development. Generally, smaller-scale developments and greenfield developments have lower levels of risk than high-rise residential development and consequently a lower margin to be viable. In our experience development margins as low as 12% can be viable.

2.5 Assumptions

The following key assumptions were applied for the study:

- Revenues have been assessed on recent market transactions for the typology in similar locations in Western Sydney. This includes off the plan sales, asking prices, and sales. These are detailed in Appendix A.
- Costs have been based on reference to industry benchmarks, Rawlinsons, RLB Construction Costs, and our experience with similar projects. These are detailed in Appendix A
- Infrastructure Contributions have been considered based on the current infrastructure contributions considering the Housing and Productivity Charge (HPC), Sydney Water Development Servicing Plan (DSP) charges, and Section 7.11 (based on either current plans or an estimate).

With recent changes to the contribution framework, the modelling takes these charges into account. Where the charges are in place, they have been adopted, where they are not in place or known (such as the biodiversity component of the HPC) then they have not been taken into consideration.

In our view, “subject to viability” cannot reasonably consider all potential charges that may or may not come into effect in the future. Otherwise, no contribution would ever be viable. Furthermore, we note that the District Plan objective came into effect in March 2018 well before any of these additional charges were contemplated. Therefore, we consider a prudent developer would have considered a 5-10% contribution could have been implemented, and therefore would have considered that potential at site acquisition. It would be unreasonable for that consideration to be absorbed by other policy changes and amendments.

2.6 Viability over time

The revenues and costs are not consistent over differing periods, over time prices and costs tend to escalate upwards. This was tested through price escalations described in Section 3.

2.7 Locations

Locations and typologies were selected to represent the range of development outcomes in Western Sydney. Typologies tested were:

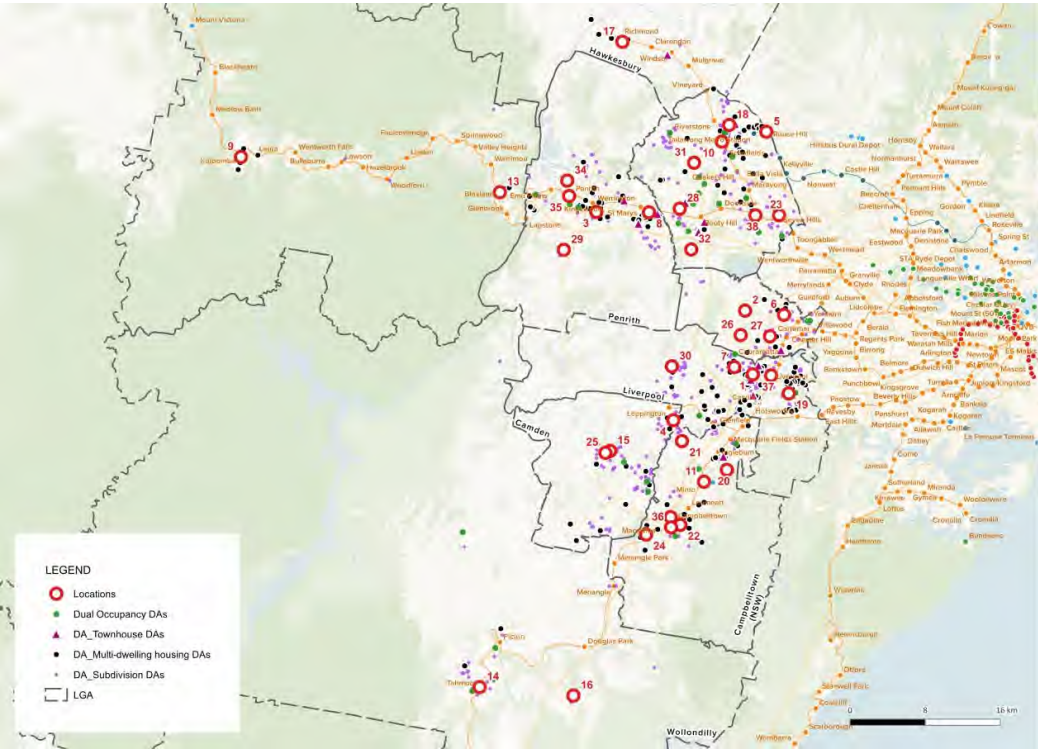
- Greenfield subdivision
- Dual occupancy
- Townhouse
- Low-rise apartment
- 5-10 storey apartment
- 10-15 storey apartment



- Commercial
- Industrial Development

HillPDA tested locations across the Western Sydney Region. The locations are intended to be characteristic of the type of area that a development could occur such as suburban infill, greenfield, town centre, transit-oriented development, with the aim of considering viability typical in the type of area in Western Sydney. These locations were agreed with the WSPP and considered typical of a higher value and lower value markets. The selected locations and typologies are as follows:

Figure 3: Map of selected locations



Source: HillPDA, 2023

Table 2: Selected test site and typologies across the investigation area

Site	Fid	Typology	Locality type	LGA
S1	11	Townhouse	Town centre	Campbelltown
S2	9	Townhouse	Local centre	Blue Mountains
S3	13	Townhouse	Suburban	Blue Mountains
S4	10	Townhouse	Growth Area	Blacktown
S5	14	Townhouse	Local Centre	Wollondilly
S6	8	Apartment (3-5 Storey)	Strategic Centre	Penrith
S7	7	Apartment (3-5 Storey)	Metropolitan Centre	Liverpool
S8	17	Apartment (3-5 Storey)	Local Centre	Hawkesbury
S9	6	Apartment (3-5 Storey)	Suburban	Fairfield
S10	26	Apartment (3-5 Storey)	Suburban	Fairfield
S11	27	Apartment (3-5 Storey)	Suburban	Fairfield
S12	15	Apartment (3-5 Storey)	Growth Area	Camden



S13	28	Apartment (3-5 Storey)	Strategic Centre	Blacktown
S14	24	Apartment (3-5 Storey)	Metropolitan Centre	Campbelltown
S15	25	Apartment (3-5 Storey)	Growth Area	Camden
S16	22	Apartment (6-10 Storey)	Town Centre	Campbelltown
S17	23	Apartment (6-10 Storey)	Town centre	Blacktown
S18	3	Apartment (10-15 Storey)	Metropolitan Centre	Penrith
S19	1	Apartment (10-15 Storey)	Metropolitan Centre	Liverpool
S20	2	Apartment (10-15 Storey)	Local Centre	Fairfield
S21	4	Apartment (10-15 Storey)	Strategic Centre	Liverpool
S22	5	Apartment (10-15 Storey)	Strategic Centre	Blacktown
S23	19	Dual Occupancy	Suburban	Liverpool
S24	20	Dual Occupancy	Suburban	Campbelltown
S25	21	Dual Occupancy	Suburban	Liverpool
S26	18	Dual Occupancy	Growth Area	Hawkesbury
S27	16	Subdivision	Growth Areas	Wollondilly
S28	29	Subdivision	Growth Areas	Penrith
S29	30	Subdivision	Growth Areas	Liverpool

Source: HillPDA, 2023



3.0 ECONOMIC CONTEXT

This section outlines key economic factors that are impacting on the residential and non-residential markets and the viability of development more generally across western Sydney.

3.1 Building completions

To understand trends in building supply HillPDA have analysed building approval and completions data sourced from the Department of Planning and Environment. The below table details the building approval and completions by LGA by financial year.

The approvals data shows the highest number of approvals were in the Blacktown, Camden and Liverpool Local Government Areas. Areas with lowest approvals were the Blue Mountains and Hawkesbury. In FY20 there was a notable decrease in building approvals across Western Sydney. Building completions increased in the FY19 financial year, but saw a decline in FY20. The building approvals tell a part of the picture with not all approved projects developed as seen in Table 3.

The majority of LGAs saw an increase in both approvals and completions in FY21 with FY22 and FY23 seeing a decline likely due to the pressures of increasing interest rates, and rising costs of construction flowing through post Covid-19 pandemic. The data shows that all LGAs have some market activity even in the Blue Mountains which saw the lowest dwelling completions across all LGAs.

Table 3: Building approvals for all dwelling types by financial year

FY	Approvals (Number of dwellings)					Approvals (% Change from previous period)				
	18-19	19-20	20-21	21-22	22-23	18-19	19-20	20-21	21-22	22-23
Blacktown	5,231	4,440	6,762	5,751	3,659	-2%	-15%	52%	-15%	-36%
Blue Mountains	219	147	217	164	116	-22%	-33%	48%	-24%	-29%
Camden	2,532	2,085	2,459	2,475	1,522	-28%	-18%	18%	1%	-39%
Campbelltown	1,883	1,678	1,679	1,217	824	2%	-11%	0%	-28%	-32%
Fairfield	1,030	863	966	1,130	1,066	3%	-16%	12%	17%	-6%
Hawkesbury	204	257	325	221	283	-15%	26%	26%	-32%	28%
Liverpool	2,709	2,048	2,373	2,489	2,091	-14%	-24%	16%	5%	-16%
Penrith	1,930	1,251	1,122	1,220	1,259	-31%	-35%	-10%	9%	3%
Wollondilly	359	407	780	765	765	-31%	13%	92%	-2%	0%
Greater Sydney	48,945	41,697	50,922	45,059	32,481	-23%	-15%	22%	-12%	-28%

Source: DPE 2023

The completion and approvals indicate that although approvals increased in FY21 and additional approvals were still flowing, the number of building completions in FY22 and FY23 have declined and most LGAs likely due to pressures as a result of construction constraints, presale and financing challenges, and interest rates rises in the current market placing pressure on viability.

Table 4: Residential dwelling completions for all dwelling types by financial year

FY	Completions (Number of dwellings)					Completions (% Change from previous period)				
	18-19	19-20	20-21	21-22	22-23	18-19	19-20	20-21	21-22	22-23
Blacktown	3,105	3,515	4,793	4,553	3,638	-6%	13%	36%	-5%	-20%
Blue Mountains	129	93	78	52	61	-42%	-28%	-16%	-33%	17%
Camden	2,949	1,348	2,241	1,952	1,597	10%	-54%	66%	-13%	-18%
Campbelltown	1,610	808	1,341	781	518	31%	-50%	66%	-42%	-34%
Fairfield	394	326	362	427	166	16%	-17%	11%	18%	-61%



Hawkesbury	233	86	244	181	110	10%	-63%	184%	-26%	-39%
Liverpool	2,224	1,800	1,907	2,050	1,646	29%	-19%	6%	7%	-20%
Penrith	2,171	841	1,365	776	718	-3%	-61%	62%	-43%	-7%
Wollondilly	454	166	416	588	387	62%	-63%	151%	41%	-34%
Greater Sydney	42,414	32,464	29,785	24,641	16,268	1%	-23%	-8%	-17%	-34%

Source: DPE 2023

3.1.1 Multi-unit completions

Breaking down the completions by typology, the Multi-unit dwelling completions give a better indication of delivery in high density locations. The Multi-unit category includes strata typologies like apartments, townhouses, dual occupancies, and villas. As to be expected, the completions in LGAs with strong town centres like Liverpool and Penrith were higher however there has been a consistent downward trend in the majority of LGAs between FY20 and FY23. This is consistent with substantial declines experienced across Greater Sydney. In particular because of relatively flat multi-unit prices over the past few years.

Table 5 Building completions for multi-unit housing (by financial year)

LGA	18-19	19-20	20-21	21-22	22-23	18-19	19-20	20-21	21-22	22-23
Blacktown	800	1,878	1,526	1,457	1,620	3%	135%	-19%	-5%	11%
Blue Mountains	41	31	-	2	26	-31%	-24%	-100%		1200%
Camden	156	90	150	115	164	-49%	-42%	67%	-23%	43%
Campbelltown	569	187	127	46	73	53%	-67%	-32%	-64%	59%
Fairfield	190	188	195	260	58	28%	-1%	4%	33%	-78%
Hawkesbury	24	2	8	12	-	26%	-92%	300%	50%	-100%
Liverpool	1,220	1,329	714	825	508	111%	9%	-46%	16%	-38%
Penrith	1,183	503	830	471	463	-19%	-57%	65%	-43%	-2%
Wollondilly	53	22	27	14	25	4%	-58%	23%	-48%	79%
Greater Sydney	29,815	25,536	17,432	13,232	8,391	-2%	-14%	-32%	-24%	-37%

Source: DPE 2023

3.1.2 Detached dwelling completions

Detached dwellings have seen stronger rates of completions in Growth Centre Councils with Significant Land Release LGAs like Camden, Blacktown and Campbelltown. The completions have typically seen a downward trend however FY21 saw an increase, likely fuelled by the Government Homebuilder Grant.

Table 6 Building completions for detached housing (by financial year)

LGA	18-19	19-20	20-21	21-22	22-23	18-19	19-20	20-21	21-22	22-23
Blacktown	2,305	1,637	3,267	3,096	2,018	-8%	-29%	100%	-5%	-35%
Blue Mountains	88	62	78	50	35	-47%	-30%	26%	-36%	-30%
Camden	2,793	1,258	2,091	1,837	1,433	17%	-55%	66%	-12%	-22%
Campbelltown	1,041	621	1,214	735	445	21%	-40%	95%	-39%	-39%
Fairfield	204	138	167	167	108	6%	-32%	21%	0%	-35%
Hawkesbury	209	84	236	169	110	8%	-60%	181%	-28%	-35%
Liverpool	1,004	471	1,193	1,225	1,138	-12%	-53%	153%	3%	-7%
Penrith	988	338	535	305	255	27%	-66%	58%	-43%	-16%
Wollondilly	401	144	389	574	362	74%	-64%	170%	48%	-37%
Greater Sydney	12,599	6,928	12,353	11,409	7,877	8%	-45%	78%	-8%	-31%

Source: DPE 2023



3.2 Cost escalation

There have been substantial cost pressures on the construction industry. RLB regularly release a Tender Price Index (TPI) that shows movement in general construction cost inflation and escalation based on actual tendered construction costs across the industry as a whole. Sydney TPI has increased by 15% since March 2020 as a result of material shortages, wage increases, and supply issues. These pressures are forecast to ease in the coming year with Rawlinsons and RLB TPI forecast easing price escalations.

Figure 4 Cost Forecasts



Source: NSW Budget 2023, RLB TPI 2023

The Reserve Bank of Australia expects inflation to ease over the coming months coming down to 3.25% in June next year lowering to 3% in June 2025, slightly lower than seen in the NSW Budget.

The increased costs due to materials shortages further exacerbated by delays have meant cashflow has been challenging for the construction sector. This has resulted in the highest level of insolvencies in the sector on record in the June 2023 quarter. The Reserve Bank Liaison Program records weakness in demand for detached dwellings, with significant buyer uncertainty.

Residential construction is challenged with pressures sourcing finishing trades such as tilers and painters, but other labour pressures have eased as the level of residential construction has declined. It is anticipated that completion times will return to normal levels over the next year, which would help start to normalise cost escalation. Rawlinsons has reported that the construction industry continues to experience labour and material shortages, and while there has been an easing in the labour market and material prices have stabilised, additional pressure has been felt through increasing energy and transport costs. These cost increases have been accelerated by global pressures, in particular the ongoing war in Ukraine.

HillPDA considers that in the next four years based on the RLB and Rawlinsons forecasting that cost escalations will remain below 4% per annum for construction costs. This is a faster cost escalation than the pre-covid period, but reflects normalising wages, potentially slower construction activity, and easing materials shortages. While there still may be shocks, viability testing cannot account for all potential market situations.



3.3 Revenue escalation

3.3.1 Residential Prices

There has been considerable price growth over the past five years in Western Sydney. The Capitalised Average Growth Rate has varied between 2.62% and 5.44% per annum across each of the LGAs. This growth has been predominately focussed on non-strata property. With the exception of Camden, all apartment price growth has been relatively flatter with significant price variation through the pandemic.

Figure 5 Median Non-Strata Dwelling Price

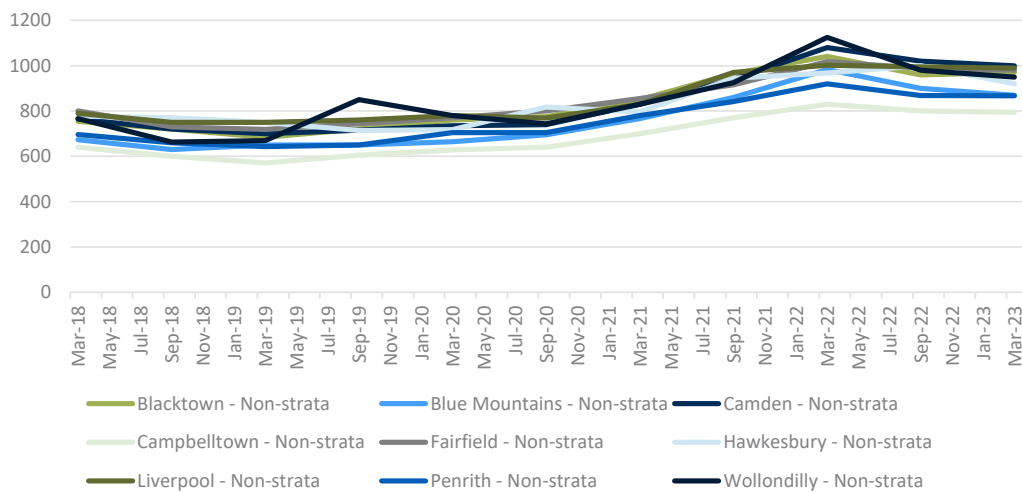
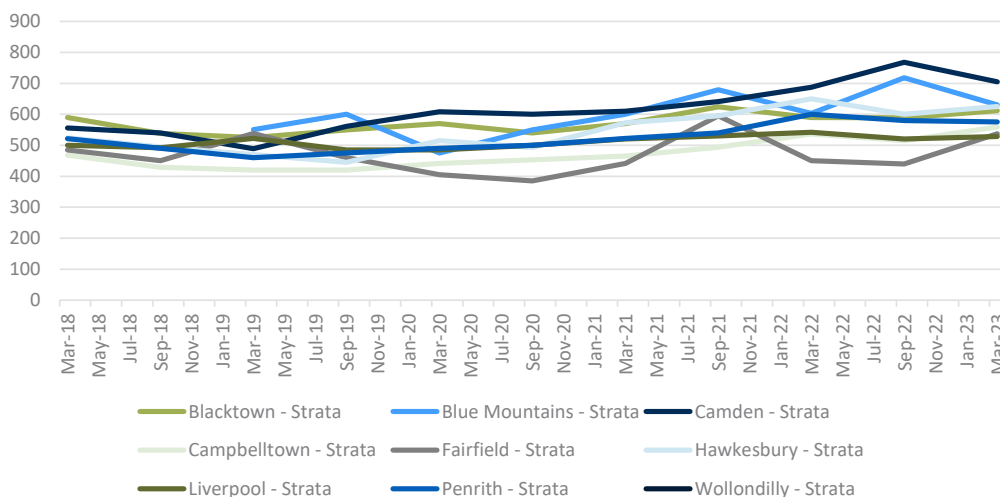


Figure 6 Median Strata Dwelling Price



The continued expected population growth, and increased financing costs through higher interest rates may contribute to buyers making a shift to a relatively more affordable options, therefore supporting demand for strata properties.

The NSW Budget assumes house prices would escalate by 2.5% per annum over the next four years in Greater Sydney. However, Stockland expects the average settlement pricing to be 5-10% higher in FY24 than in FY23,



which reflects expectations for continually high house prices. Recent research by KPMG shows substantial residential price growth:

Figure 7 Projected dwelling price growth

	December 2023	June 2024	December 2024	June 2025
Houses	6.2%	4.7%	6.6%	10.3%
Units	4.7%	4.3%	6.6%	8.6%

Source: KPMG 2023

Ultimately, KPMG's analysis found that constrained supply would likely dominate other factors influencing prices such as interest rates. In addition, KPMG forecasted annual rent growth to be 5.6% over the next two years. Similarly, CBA is forecasting a 7% growth of in house prices in 2023, with growth sustained at 5% in 2024.

Overall, we consider that residential property prices could escalate by an average of 5% per annum over the next five years.

3.3.2 Commercial Property

Commercial property is extremely challenged with high vacancy rates, expanding capitalisation rates, and reduced income as rents slightly ease.

The capitalisation rate (cap rate) is the ratio between rent and the value of the property. Property investors usually have a target capitalisation rate when transacting a development, as there is a yield that they need to satisfy the commerciality of investment. In general, the capitalisation rate moves with the interest rate, because as interest rates increase because the cost to service a loan increase, or alternate lower-risk products become relatively more attractive. This means that where rents are steady, but the target capitalisation rate increases, then the property value reduces. Capitalisation rates have been under significant pressure as there has been a market correction, we have maintained largely consistent capitalisation rates at 6%, although they could exceed 7% in some parts of Western Sydney depending on the tenancy profile and future demand expectations.

There continues to be high levels of vacancies in commercial property vacancy rates in the Sydney CBD with vacancies currently at 14.4%, 19.9% in North Sydney, 23.5% in Parramatta and 22.7% in Sydney Olympic Park and Rhodes. However, we understand that there has been some growth in net effective rent in most markets. Dexis estimates that capitalisation rates have expanded by 50 to 88 basis points for prime CBD offices. Absorption has been negative in all major Sydney markets reflecting banks, financiers, technology firms, and government seeking to consolidate space, as they have transitioned to hybrid work longer-term.

This means that there is a significant portion of floorspace (139,000sqm) that could be taken up by tenants, which would likely make it difficult to secure large-scale pre-commitments for commercial office in Western Sydney. Furthermore, HillPDA has observed a trend in Macquarie Park where the commercial office space is being sought for conversion into build-to-rent.

Location requirements of major office occupiers and development in Western Parkland City prepared by Savills in 2021 stated that rents in New A Grade Office Building in the Western Parkland City generally were \$520-550/m² and rents in Macquarie Park were approximately \$500/m² or more for A Grade office. Currently Net Effective Rents (the rent that a landlord receives) in Macquarie Park is approximately \$450/sqm and in Sydney Olympic Park approximately \$435/sqm. Net face rents had increased 1.5% across A grade office in Sydney from FY22 to FY23.

In our opinion, it is unlikely that there will be factors that would enable significant rental growth in the next three years. However, we consider cap rates could ease along with easing interest rates. **Therefore, for the purposes of this study, commercial property escalation is assumed to be equal to CPI.**

As demand increases as a result of the economic activity generated by the Western Sydney Airport and associated Bradfield City Centre, it is likely that additional price acceleration would occur in Western Sydney, thereby



supporting growth and development. This has not been considered in this study, because we see it as an 'upside risk' to development.

3.3.3 Industrial Property

Sydney continues to have a shortage of industrial property for example there is a vacancy rate of 0.1% for properties greater than 5,000sqm. Industrial capitalisation rates have reduced reflecting the shortage in property, and industry expectation for the continued need for industrial property, as a result of the rise of e-commerce, logistics, and consideration of future manufacturing capacity.

There continues to be low market vacancies, which is supporting increased rents. The asking rent for prime industrial property in Outer Western Sydney has grown 12 months to June 2023. In addition, there has been limited vacancy and very few incentives such as rent-free periods or rent reductions over the last few months. However, expanding cap rates have resulted in slightly lower land values in outer Western Sydney.

We expect to see rents continue to grow at a fast pace approximately 10% per annum. There remains substantial uncertainty about the capitalisation rate; however, we consider that cap rates would most likely increase along with projected increases in interest rates. We consider it is possible that interest rates could increase by up to 50 basis points; however, we note that:

The path for the cash rate reflects expectations derived from surveys of professional economists and financial market pricing, with an assumed peak in the cash rate of around 4¼ per cent by the end of 2023 before declining to 3¼ per cent by the end of 2025. (RBA Statement on Monetary Policy)

Therefore, this would indicate that there is less likely to be a substantial increase in the capitalisation rate, as such we consider that there could be a substantial increase in industrial rents, which would then be reflected directly into price growth. **As such, growth of approximately 10% per annum could continue.**



4.0 FEASIBILITY RESULTS – RESIDENTIAL

HillPDA undertook high level residual land value analysis based on a Target development margin of 20% to determine the viability of a site. We have made assumptions around costs and anticipated revenue based on industry benchmarks like Rawlinson's Construction Handbook and market research. Given the residual land value was greater than the development site value as evidenced by research, the development would be considered viable.

The residual land value approach calculates the remaining funds available to purchase the development site after deducting all costs and a target margin (20%) from the anticipated revenue. As a market check, HillPDA have referred to actual market transactions that have occurred to determine the land acquisition rate that developers have paid to deliver new projects. Where no such evidence exists, we have extrapolated from comparable markets. It is worth noting that in adopting this approach the modelling represents a typical development for the specific typology. The limitation of this approach is that it cannot capture all development scenarios and there would be instances where, although the results of the testing may indicate projects are unviable, developers operating at tighter margins, lower costs or greater efficiencies might still able to meet targets hurdle rates. This would account for instances where results show development to be unviable however development is seen to occur in those areas. It is noted that the purpose of this modelling is to capture a **typical** development scenario for the selected typologies to determine the impact of an AH contribution.

4.1 Key assumptions

For the purposes of this testing, HillPDA has made some general modelling assumptions for fees, costs and revenue. The revenue has been informed by market research, however, where limited market evidence is available HillPDA have made value judgements based on comparable sales. For additional information and market evidence refer to the Appendix A. The following assumptions have been made in the modelling:

Table 7: Summary of assumptions

Fee/cost	Adopted rate
Revenue	As per typology based on market research Refer Appendix A1
Construction Costs	As per typology based on Rawlinson's Refer Appendix A3
Due Diligence	\$20,000 plus 0.5% of Land price
DM/Consulting fees	6% of total construction cost
DA/BA fees % of CC	1.5% of total construction cost
Legals and marketing	1.5% of Gross Revenue
Interest	7.5% interest
Parking	As per DCP for locality Refer Appendix for rate
S7.11/S7.12	Average rate adopted for each location, in some instances a 7.11/7.12 rate of 1%-2% has been applied. Where S7.11 applies we have adopted the appropriate \$/unit rate. Refer to Appendix A2
Housing and Productivity Charge (HPC)	12,000/dwelling for townhouse and dual occupancy 10,000/dwelling for multi-unit
DSP Charges	Initial DSP value – as per table in Appendix A2.

Source: HillPDA research, applicable Council documents



4.2 Testing results

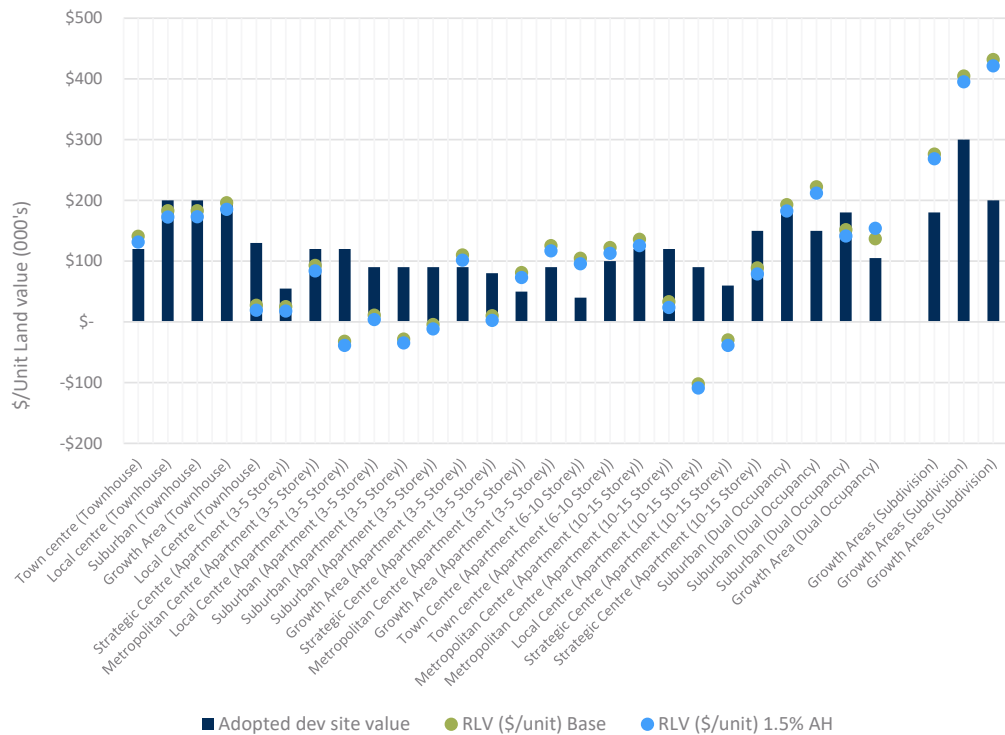
The affordable housing testing results showed:

- Prior to an affordable housing contribution, the residual land value required for townhouses was generally lower than the market value, rendering development unviable. This likely reflects the higher margin as a result of the testing required, as well as increased construction costs. Where townhouses were viable, it resulted in cost pressures. However, the affordable housing contribution did not result in changes in viability.
- Apartments in the 3-5 storey locations were largely unviable (even where they may have been viable previously, because of increased costs in construction and in particular basement costs. Where at-grade car parking or ground floor carparking could be used, we speculate that projects could be viable). Subject to demand they could continue to be viable in growth areas and some existing centres. The affordable housing contribution did not result in changes in viability.
- Apartments in the 6-10 storey range were viable or marginally viable. The introduction of an affordable housing contribution would compromise the viability of this product in the characteristic locations tested.
- Apartments exceeding 10 storeys were generally not viable, we consider this is due to rising construction cost pressure. They would likely be viable in high amenity centres close to rail, where there is existing older stock that could be renewed. We consider this would best be part of a precinct strategy incorporating additional place-making. The affordable housing contribution did not change the viability result.

The economic analysis shows that the development market is under a lot of recent pressure for all development types. This is affecting both stronger and weaker markets in Western Sydney and means that for development to become viable in some areas prices would need to further escalate. In our opinion this makes affordable housing a critical component to balancing the sensible growth of a precinct. **Overall, we found that affordable housing contributions at 1.5% have a negligible impact on feasibility.**



Figure 8: RLV of selected investigation areas (000's)



Source: HillPDA 2023



We have undertaken analysis to determine the order of effect that a 1.5% affordable housing contribution (% of total GFA) would have on current project feasibility. The results show that in majority of cases the 1.5% contribution would not have a significant impact on development feasibility. If a project was already viable the contribution would not likely impact the results to any order of magnitude that would alter the bottom-line results. Projects that are just viable would likely become marginal.

Table 4: Residual Land Value as at October 2023 (\$/unit)

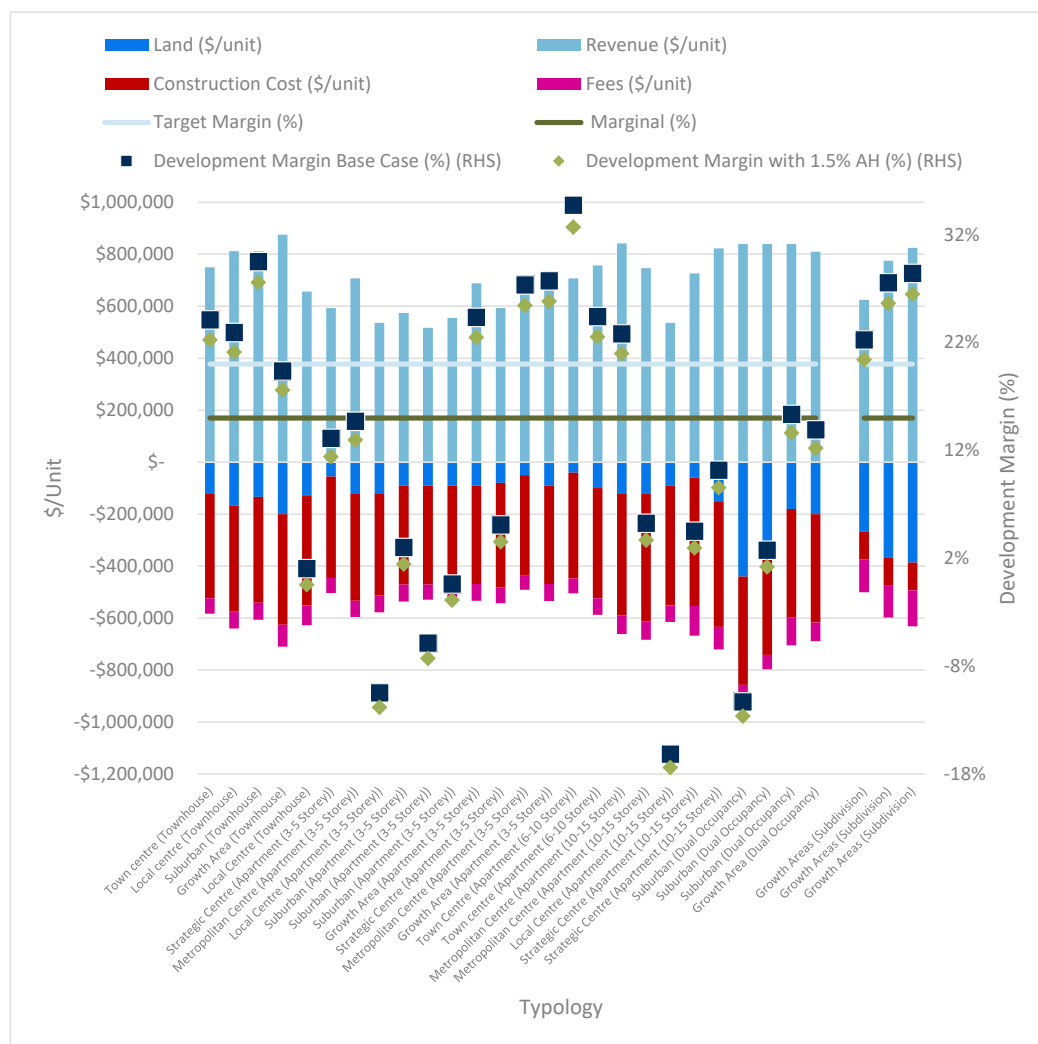
Typology	Locality type	RLV (\$/unit) Base	Viable	RLV (\$/unit) 1.5% AH	Viable
Townhouse	Town centre	\$140,622	Viable	\$106,622	Unviable
Townhouse	Local centre	\$182,842	Unviable	\$146,009	Unviable
Townhouse	Suburban	\$183,016	Unviable	\$146,183	Unviable
Townhouse	Growth Area	\$196,157	Unviable	\$156,491	Unviable
Townhouse	Local Centre	\$27,413	Unviable	-\$2,337	Unviable
Apartment (3-5 Storey)	Strategic Centre	\$24,944	Unviable	-\$1,933	Unviable
Apartment (3-5 Storey)	Metropolitan Centre	\$92,732	Unviable	\$60,653	Unviable
Apartment (3-5 Storey)	Local Centre	-\$31,928	Unviable	-\$56,204	Unviable
Apartment (3-5 Storey)	Suburban	\$11,050	Unviable	-\$14,960	Unviable
Apartment (3-5 Storey)	Suburban	-\$28,247	Unviable	-\$51,656	Unviable
Apartment (3-5 Storey)	Suburban	-\$4,587	Unviable	-\$29,730	Unviable
Apartment (3-5 Storey)	Growth Area	\$110,023	Viable	\$78,811	Marginal
Apartment (3-5 Storey)	Strategic Centre	\$9,946	Unviable	-\$16,931	Unviable
Apartment (3-5 Storey)	Metropolitan Centre	\$81,216	Viable	\$51,738	Viable
Apartment (3-5 Storey)	Growth Area	\$125,660	Viable	\$93,581	Viable
Apartment (6-10 Storey)	Town Centre	\$104,414	Viable	\$72,335	Viable
Apartment (6-10 Storey)	Town centre	\$122,315	Viable	\$87,982	Marginal
Apartment (10-15 Storey)	Metropolitan Centre	\$135,984	Viable	\$97,836	Marginal
Apartment (10-15 Storey)	Metropolitan Centre	\$32,927	Unviable	-\$886	Unviable
Apartment (10-15 Storey)	Local Centre	-\$102,339	Unviable	-\$126,615	Unviable
Apartment (10-15 Storey)	Strategic Centre	-\$29,697	Unviable	-\$62,643	Unviable
Apartment (10-15 Storey)	Strategic Centre	\$88,887	Unviable	\$51,606	Unviable
Dual Occupancy	Suburban	\$192,816	Viable	\$154,736	Marginal
Dual Occupancy	Suburban	\$222,460	Viable	\$184,380	Viable
Dual Occupancy	Suburban	\$151,745	Unviable	\$113,665	Unviable
Dual Occupancy	Growth Area	\$136,968	Viable	\$127,248	Viable
Subdivision	Growth Areas	\$255,388	Viable	\$247,888	Viable
Subdivision	Growth Areas	\$379,005	Viable	\$369,705	Viable
Subdivision	Growth Areas	\$404,151	Viable	\$394,251	Viable

Source: HillPDA, 2023



As a secondary method HillPDA adopted the development site value for the land purchase price. This approach gives an indication of the costs and revenues in relation to that in which developers have been able to deliver in the current market. Theoretically, if we adopt this value the project should be feasible as developers have demonstrated developments to be viable. However as previously discussed, developers who operate with tighter margins or have cost efficiencies greater than the 'typical developer' may still be able to make a development work. Additionally, there is a delay in the analysis of development site evidence with current cost and revenue escalations not likely captured. The below shows that given the site was acquired at the development site value, the majority of sites are viable. In some cases the hypothetical testing might see development fall below hurdle rates, but councils can identify completions occurring, in these instances it is likely the actual developers were operating at lower cost and hurdle rates than the 'typical developer'.

Figure 9: Development margin based on adopted development value for purchase price (\$/sqm land)



Source: HillPDA, 2023



4.3 Escalation

Given a 1.5% contribution rate we have undertaken testing to determine the time required for rates to escalate to cover the additional cost. The escalation scenario assumes 5% growth in revenue and 4% growth in costs per annum. The following table shows that the time taken for escalation to cover the additional AH contribution of 1.5% (of total revenue) varies; however a typical 2-4 year period for the majority of typologies apply.

This indicates that it is likely that the impact of a 1.5% affordable housing contribution could be absorbed by natural market growth. It is worth noting that 1.5% of gross revenue is a relatively small proportion of cost when compared to typical contingencies which would range from 5-10% of costs.

Table 8: RLV (\$/unit) escalation table

	No Contribution	With Contribution	Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8
S1	140,622	131,247	137,853	145,031	152,820	161,259	170,393	180,265	190,926	202,425
S2	182,842	172,686	179,596	187,116	195,286	204,152	213,758	224,153	235,390	247,523
S3	183,016	172,860	181,110	190,024	199,644	210,017	221,191	233,217	246,150	260,047
S4	196,157	185,220	191,811	199,025	206,904	215,495	224,845	235,005	246,030	257,978
S5	27,413	19,209	20,165	21,427	23,023	24,980	27,327	30,095	33,317	37,030
S6	24,944	17,533	20,901	24,647	28,798	33,384	38,434	43,983	50,064	56,714
S7	92,732	83,887	88,251	93,080	98,407	104,267	110,698	117,739	125,433	133,823
S8	-31,928	-38,622	-40,571	-42,378	-44,027	-45,500	-46,777	-47,838	-48,661	-49,223
S9	11,050	3,878	5,143	6,694	8,554	10,748	13,302	16,245	19,606	23,417
S10	-28,247	-34,702	-35,451	-36,019	-36,386	-36,535	-36,444	-36,093	-35,456	-34,510
S11	-4,587	-11,520	-11,029	-10,289	-9,282	-7,983	-6,369	-4,413	-2,089	634
S12	110,023	101,416	107,524	114,159	121,356	129,153	137,588	146,705	156,546	167,160
S13	9,946	2,535	4,302	6,384	8,805	11,591	14,770	18,372	22,428	26,973
S14	81,216	73,088	79,349	86,128	93,457	101,374	109,917	119,126	129,044	139,716
S15	125,660	116,815	123,696	131,143	139,192	147,884	157,259	167,363	178,241	189,944
S16	104,414	95,569	103,600	112,243	121,536	131,521	142,242	153,745	166,079	179,295
S17	122,315	112,848	119,579	126,890	134,819	143,408	152,701	162,743	173,583	185,274
S18	135,984	125,466	132,591	140,348	148,777	157,924	167,837	178,566	190,165	202,691
S19	32,927	23,603	25,870	28,533	31,624	35,177	39,226	43,809	48,965	54,739
S20	-102,339	-109,033	-112,598	-116,087	-119,484	-122,775	-125,943	-128,971	-131,840	-134,528
S21	-29,697	-38,782	-36,767	-34,375	-31,573	-28,330	-24,612	-20,383	-15,604	-10,234
S22	88,887	78,607	82,502	86,890	91,807	97,294	103,391	110,142	117,594	125,796
S23	192,816	182,316	178,904	175,700	172,729	170,020	167,602	165,506	163,766	162,419
S24	222,460	211,960	213,733	215,922	218,561	221,685	225,334	229,547	234,369	239,846
S25	151,745	141,245	146,590	152,494	158,995	166,137	173,963	182,522	191,862	202,039
S26	136,968	153,843	158,646	163,973	169,862	176,353	183,489	191,314	199,877	209,227
S27	276,222	268,409	273,609	279,274	285,434	292,123	299,377	307,233	315,731	324,912
S28	404,838	395,151	402,652	410,771	419,548	429,028	439,255	450,277	462,146	474,917
S29	431,651	421,339	429,498	438,321	447,853	458,140	469,230	481,176	494,031	507,854

Source: HillPDA, 2023



5.0 FEASIBILITY RESULTS – NON-RESIDENTIAL

HillPDA undertook broad viability testing for commercial and industrial developments across the investigation area. Our market research indicated that rents were generally consistent in each of the major centres in Western Sydney. This reflects the fact that commercial development is broadly competitive across areas, and not necessarily tied to a particular location. Transactions across each of the LGAs also informed our view on land values.

Rents were adopted based on *Locational Requirements of office occupiers demand for office space in suburban centres in Sydney and location requirements of office occupiers in the Western Parkland City* prepared by Savills and dated June 2021. That report found rents in Liverpool, Penrith, Campbelltown and Blacktown were typically between \$520-550/sqm for A-grade office space and between \$250-350/sqm for B grade office space. Outgoings for commercial property are typically around \$120/sqm. A 6% capitalisation rate was adopted for commercial property.

Subtracting the estimated development costs sourced from Rawlinson's and additional fees including the Housing and Productivity Charge (HPC) and Section 7.12, and a 20% margin resulted in a residual land value (RLV) of -\$366 for the Commercial. This indicates that commercial development will be unlikely to be viable until costs ease or net operating income substantially improve.

Table 9: Industrial and Commercial Feasibility (RLV with and without AH contribution)

Type	Net operating income (\$/sqm/ann)	Cap Rates	Capitalised Value (\$/Sqm/Ann)	Development cost (est)*	Margin (@20%)	RLV (No AH)	% of sales < RLV	RLV (With AH of 1.5%)	% of sales < RLV	RLV (\$400 rent, 6.5% cap rate)
Typical Commercial	\$400	6.0%	\$6,667	\$5,599	\$1,333	-\$266	0%	-\$366	0%	- 676.32
Typical Industrial	\$150	5.0%	\$3,000	\$1,203	\$600	\$1,197	45%	\$1,152	43%	NA

Source: HillPDA, 2023

Development costs include the following costs and fees:

Table 10: Assumed costs for Industrial and Commercial

Type	Construction cost (\$/sqm)	Fees \$7.11 (\$/sqm @1% of CC	HPC (\$/sqm GFA)	Parking (\$/sqm)	Development cost (Est.)
Typical Commercial	2,940	29	30	\$2,600	\$5,599
Typical Industrial	1,170	12	15	\$7	\$1,203

Source: Rawlinson's Construction Handbook, Council/ Government Charges, 2023

Applying affordable housing contributions on this development would further challenge the viability of the typical commercial development. Although in our opinion commercial development relies on pre-commitments and there remain substantial vacancies across Greater Sydney as detailed in section 3.3.2, which means this typology may be challenged for at least 5-10 years. However, the typical industrial development will likely continue to be viable.



For Commercial a rate of 1,396/sqm represents the median rate for commercial zoned sites across the investigation area.

For commercial development, the Table 11 shows the land value required to purchase approximately one third of sites that have transacted in key centres. These are the sites that are likely to be most suitable for development, This shows that it is extremely challenging to develop in the centres in the current market.

Adopting the residual land value of \$1,151/sqm for industrial development, approximately 44% of all industrial sales over the past 5 years have fallen below this rate. Table 11 shows the portion of sales in commercial and industrial zoned sites in the LGAs that fall under the residual land value for industrial development with a contribution rate, approximately 44% of all sites transacted would remain viable for development. Our analysis included sites of both development and undeveloped sites. Therefore, industrial development would likely be viable with the immediate introduction of the affordable housing contribution.

Table 11: Sale of Commercial and Industrial zoned sites in the past 5 years in the 9 LGA's

Test typology	Property Locality	LGA	# of sales	Adopted based rate	Sales under adopted rate	% under adopted rate (Incl premium)
Commercial	Penrith	Penrith	14	\$1,400	5	36%
Commercial	Liverpool	Liverpool	31	\$3,645	11	35%
Commercial	Campbelltown	Campbelltown	16	\$1,480	6	38%
Commercial	Blacktown	Blacktown	24	\$1,300	8	33%
Commercial	All	All	475	\$1,285	229	48%
Industrial	Penrith	Penrith	14	\$1,151	6	43%
Industrial	Campbelltown	Campbelltown	5	\$1,151	3	60%
Industrial	Marsden Park	Blacktown	4	\$1,151	3	75%
Industrial	Eastern Creek	Blacktown	21	\$1,151	4	19%
Industrial	All	All	322	\$1,151	142	44%

Source: HillPDA, 2023 *Commercial sites between 350-1500sqm**Industrial sites >5,000sqm

HillPDA has considered escalations for commercial and industrial development, based on the assumptions listed above, we consider that industrial development would take one year to absorb the cost change created by the affordable housing contribution.

When escalating commercial revenues by RBA CPI target, the development viability does not improve because we considered that cost would escalate at a faster rate. However, under a growth scenario that assumes the attractiveness of Western Sydney grows as the amenity increases with the Airport, we consider that there could be a substantial shift. This scenario assumes revenue growth double that of the RBA CPI target at 5% per annum. Under this scenario, the residual land value absorbs the impact of affordable housing after a 3-year period.



6.0 MONETARY EQUIVALENT RATES

The Western Sydney Planning Partnership have asked HillPDA to calculate the monetary equivalent rate with three standard rates for Western Sydney:

- Residential built-form rate
- Residential subdivision rate
- Non-residential Rate

These rates have been set taking into account the cost of delivering affordable housing in the region. The key principle for setting a monetary equivalent rate was ease of use for both councils and developers, to ensure the rate was transparent and properly reflected as a starting point, 1.5% of gross floor area provided for development, taking into account differences between residential built-form, subdivision, and non-residential development.

6.1.1 Monetary equivalent for residential rates

In principle, we consider 1.5% of GFA to be directly proportionate with revenue. Where a developer seeks to build 200 apartments or lots and 3 of them are required to be dedicated at no cost, then the developer forgoes the revenue from the 3 properties. Monetary equivalent rates can be calculated either:

- Case by case basis, or
- Using a standard approach per LGA/typology or region.

While a case-by-case basis would result in more revenue, this would be based on an actual estimate of revenue supported by a valuer to calculate contributions. This would have ensured the rates were fully cost reflective. However, we considered that this could lead to additional conflict points in the development assessment process and a less efficient process for both the developer and assessment authority.

Therefore, we considered applying an average rate would be suitable. This rate was determined to be based on the median strata dwelling in the LGA. The LGA basis was chosen to allow for consistency within the LGA, but also to recognise the value differences in existing dwellings in each LGA (across the region). Furthermore, it allowed easily accessible data through the DCJ Rent and Sales Reports.

We considered both the median and seventy-fifth percentile, as newer stock is likely to be higher value stock, and therefore trade above the median. The median was adopted, as this represented the price that a developer would be able to purchase affordable housing offsite.

The strata dwelling price was chosen instead of the total price, because most infill development would likely be strata development, and therefore be more reflective of those price points. Furthermore, the affordable housing development that would likely be delivered would be provided in an apartment building or townhouse.

The Affordable Housing Contribution Rate is determined by multiplying the median strata dwelling price by 1.5% and dividing it by an approximation of the average unit size.

$$\text{Affordable Housing Contribution Rate (sqm/GFA)} = \frac{\text{Median Strata Dwelling Price} \times 1.5\%}{\text{Average Unit Size}}$$

- Median Strata Dwelling Price is based on the current DCJ Rent and Sales Report (or if unavailable a similar credible data source)
- Average Unit Size was assumed to be 85sqm (This was based on an equal split between 1, 2, and 3 b



The affordable housing contribution to be paid by a development:

$$\text{Affordable Housing Contribution} = \text{Affordable Housing Contribution Rate} \times \text{GFA}$$

6.1.2 Monetary equivalent for land subdivision

Land subdivision was assumed to have a lower monetary equivalent. A developer in the business of land subdivision seeks to sell land, and therefore has lower revenues than the built-form developer, as such 1.5% is a lower number when applied to revenue.

The proposed monetary equivalent approach sought to ensure that there was a reflection of land price. The Valuer-General releases land value reports for each LGA every year ([link to Blacktown example](#)). The total residential land value divided by the total number of residential properties provides an average value of land in the LGA. An average lot was assumed to be approximately 500sqm, we note that this is larger than the 378sqm reported in the UDIA 2023 State of the Land Report. This takes into account the use of net developable area (NDA) instead of net sellable area for the proposed calculation.

The following formula is recommended for calculating the contribution rate:

$$\text{Affordable Housing Contribution Rate} = \frac{\text{Property Zone (Total Land Value)}}{\text{Number of Properties in Zone} \times 500} \times 1.5\%$$

- Property Zone (Total Land Value) sourced from Valuer-General Land-Value Summaries (or similar)
- Number of properties in zone sourced from Valuer-General Land-Value Summaries (or similar)
- 500 represents a generous lot size for new residential subdivision development.

The affordable housing contribution to be paid by a development:

$$\text{Affordable Housing Contribution} = \text{Affordable Housing Contribution Rate} \times \text{NDA}$$

6.1.3 Monetary equivalent for non-residential development

While a similar principle applies for non-residential development. It is substantially more challenging to determine a standard revenue for non-residential development because:

- Fewer aggregations of rents and transactions
- Lower stock turnover in Western Sydney to determine appropriate rates
- Highly sensitive to movements in macroeconomic trends
- Significant differences between sectors – industrial, commercial, retail

Furthermore, Western Sydney has a clear objective to grow jobs and economic activity in the region. To create a rate, with a need for a consistent and simple approach HillPDA considered three approaches

- Approach 1: Applying 1.5% of the end sale value of the property
- Approach 2: Applying 1.5% of the equivalent residential value
- Approach 3: Applying 1.5% of the average land value (similar to the subdivision approach above).

6.1.3.1 Approach 1: End Sale Vale

As discussed a 1.5% GFA dedication would be equivalent to 1.5% of revenue foregone for a residential development. Based on the forecast revenues detailed in Section 3.3, we consider that this would result on average in the following rates:

- Typical Commercial – \$100/sqm
- Typical Industrial – \$45/sqm



We consider the key limitation of this approach is that it is hard to regularly reset, will vary by exact typology, and it is difficult to reset due to much more sensitivity to macroeconomic movements than residential. Furthermore, there is less transaction evidence, which means the value would likely become a regular point of contention and difficult to escalate. Therefore, we consider an alternative, more appropriate approach would be to provide a consistent benchmark.

6.1.3.2 Approach 2: Referenced to residential property

The second approach is similar to the approach used by the City of Sydney. In this approach, it is assumed that the non-residential floorspace needs to purchase residential floorspace on the market to dedicate 1.5% of GFA. That is a 4,000sqm GFA commercial building would need to purchase 60sqm of residential floorspace. It is assumed that this would be purchased on the open market. We recommend using the median price, consistent with the residential property approach. Box 1 outlines the approach used in the City of Sydney for non-residential development with results in a \$106.12/sqm contribution rate for non-residential property.

Box 1 – City of Sydney Approach

The City of Sydney Affordable Housing Contribution Scheme applies a 1% non-residential rate. The City of Sydney adopts the principle for non-residential property that it would be seeking to acquire property elsewhere in the LGA and therefore benchmarks against the median strata dwelling price in the City of Sydney. This removes the challenges related to fewer aggregations and stock-turnover by relating it to residential property. The equivalent rate is determined by the following formula:

$$1\% \times GFA \times \text{Median Strata Dwelling Price in City of Sydney LGA}$$

This approach is based on the idea of the equivalent cost of purchasing affordable housing in the LGA. The equivalent monetary contribution amount effective from 1 March 2023 to 29 February 2024 is \$10,611.53. This corresponds to \$106.12 per square metre.

If a 1.5% of GFA utilising the City of Sydney formula were applied in Western Sydney, then the following monetary rates in each of the LGA's would apply as detailed in Table below:

Table 12 Example applying City of Sydney Rate approach to Western Sydney at 1.5% contribution rate

LGA	Contribution Rate	Monetary Equivalent \$/sqm
Blacktown	1.5%	\$102
Blue Mountains	1.5%	\$105
Camden	1.5%	\$118
Campbelltown	1.5%	\$93
Fairfield	1.5%	\$80
Hawkesbury	1.5%	\$104
Liverpool	1.5%	\$88
Penrith	1.5%	\$96
Wollondilly	1.5%	\$80*
City of Sydney	1%	\$106.12

*Wollondilly has insufficient strata sales with fewer than ten sold, therefore the lowest rate was adopted

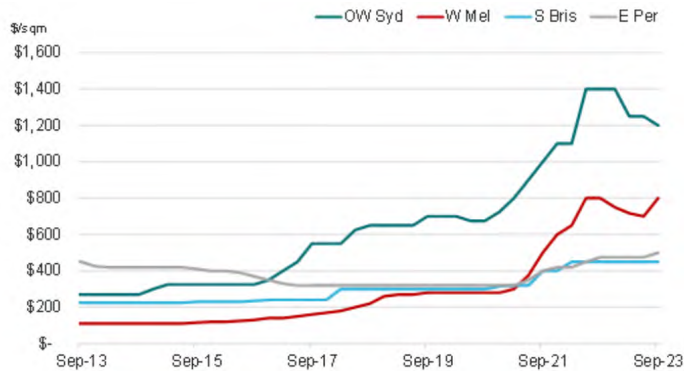
Source: HillPDA 2023 based on DCJ Rent and Sales Tables March 2023

In our opinion it is not reasonable for any region of Western Sydney to have a non-residential rate that is higher than the City of Sydney. The City of Sydney can command higher rents and values, and is already positioned as a key employment hub for the State. Furthermore, we consider these rates would place Western Sydney industrial land at a significant disadvantage compared to other precincts along the East Coast. There is highly limited industrial land in Sydney, Sydney is substantially more expensive than Brisbane and Melbourne (Figure 10).



Furthermore, rates ranging \$80-\$118 sqm results in between 6.67%-9.83% of revenue, which in principle would be a higher contribution for affordable housing.

Figure 10: Industrial land values by capital city



Source: JLL Research 2-5ha land values *East Peth = 1ha, Dexis Research

Furthermore, we consider the differences in land values creates a need for a discount between residential and non-residential, we note in the City of Sydney the non-residential rate is one-third of the residential rate.

6.1.3.3 Approach 3: Unimproved Land Vale

HillPDA have applied for Western Sydney the following calculation, to test an approach similar to that applied for subdivision:

$$\text{Affordable Housing Contribution Rate} = \frac{\text{Property Zone (Total Land Value)}}{\text{ELDM Total Land Area} \times 500} \times 1.5\%$$

The limitations in this approach are:

- Considers land value only
- Does not consider employment land in the centres
- Considers site area not GFA, so would need further adjustments

This resulted in a blended rate of \$20.89/sqm site area for land value only in Western Sydney. If land value was assumed to be half the value of the development and FSR was assumed to be 0.5:1 then the development would be approximately \$20/sqm GFA. Completing a detailed study of total value and GFA would be cost prohibitive for councils to complete regularly.

We did not adopt this approach because, we considered it would not apply to denser development, or development in town-centre locations effectively, and would be highly assumption driven when applied to built-form development.

6.1.3.4 Recommended Approach

The most transparent approach would be to reference the contribution rate to the median residential development price. This would create consistency for the scheme, provide clarity as to the floorspace the non-residential development is providing to affordable housing, and is easy for councils to calculate and index.

The 1.5% equivalent rate is too high in reference to the development revenues that are achieved in non-residential development. Therefore, we recommend that the non-residential development is benchmarked at one fifth of the residential development rate, considering the percentage of end-sale revenue, the rate that has been determined in approach 2, as well as consideration that increased automation has increased sizes of



industrial development but would likely lower job densities. Thereby providing a level of adjustment to demand. In addition, this would support the competitiveness of Western Sydney, the principle that 1.5% of revenue is provided for affordable housing, and a consistent benchmark for Western Sydney.

Therefore, we recommend an affordable housing contribution rate of 0.3% of residential GFA for non-residential development.

The recommended formula for a non-residential development contribution rate is as follows:

$$\text{Affordable Housing Contribution Rate (sqm/GFA)} = \frac{\text{Median Strata Dwelling Price} \times 0.3\%}{\text{Average Unit Size}}$$

- Median Strata Dwelling Price is based on the current DCJ Rent and Sales Report (or if unavailable a similar credible data source)
- Average Unit Size was assumed to be 85sqm

The affordable housing contribution to be paid by a development:

$$\text{Affordable Housing Contribution} = \text{Affordable Housing Contribution Rate} \times \text{GFA}$$

The affordable housing contribution to be paid by a mixed-use development is blended and calculated through the following formula:

$$\text{Affordable Housing Contribution} = \text{AHC Rate}_{\text{Res}} \times \text{GFA}_{\text{Res}} + \text{AHC Rate}_{\text{Non-Res}} \times \text{GFA}_{\text{Non-Res}}$$

6.2 Equivalent Monetary Rates

These calculations result in the following rates based on the most recent release of the DCJ Rent and Sales Report and Valuer-General LGA Land Value Reports:

Table 13 Equivalent Monetary Rates to be applied in each LGA

LGA	Median Strata Price	Monetary Equivalent for Residential built form \$/sqm GFA	Example for residential subdivision \$/ha NDA	Discounted Equivalent for Non-Residential \$/sqm GFA
Blacktown	\$612,000	\$102	\$210,000	\$20
Blue Mountains	\$630,000	\$105	\$170,000	\$21
Camden	\$705,000	\$118	\$220,000	\$24
Campbelltown	\$559,000	\$93	\$190,000	\$19
Fairfield	\$482,000	\$80	\$240,000	\$16
Hawkesbury	\$625,000	\$104	\$200,000	\$21
Liverpool	\$528,000	\$88	\$240,000	\$18
Penrith	\$575,000	\$96	\$200,000	\$19
Wollondilly	Insufficient data	\$80*	\$210,000	\$16

* Where insufficient data have adopted the lowest rate

Source: HillPDA 2023, DCJ 2023, Valuer-General 2023

6.3 Indexation

Indexing monetary equivalent contribution rates would be critical to the success of the plan. Appropriate indexation ensures that the monetary values remain real. The recommended approach to indexation is:

- DCJ Rent and Sales Report – Provides quarterly updates on the change in the median strata dwelling price. It is suggested that this is used as an index, because it is published by state government based on NSW data, has been successfully adopted by the City of Sydney, and has simplicity. When a new iteration of the report is released the value of the median strata dwelling price will be updated in the rate calculation formula. This will index the rates for residential built-form and non-residential contributions.
- Valuer-General Land Value– The Valuer-General releases new land value reports each year. As these reports are released, then the calculation for the residential subdivision rates would be adjusted with



updated Total Land Value for the residential property zone, and the total number of properties in the residential property zone. This would provide the indexation approach for residential subdivision. Contribution rates.

Where these reports are no longer available then other similar reports or residential price data could be used including change in median dwelling prices as reported by CoreLogic.



7.0 CONCLUSION

7.1 The proposed contribution rates are generally viable and a lead-in time is recommended

HillPDA tested the viability of the affordable housing contribution schemes using a residual land value model. Overall, we found that there is a manageable impact for development that is already viable. This is because:

- Prudent development margins and contingencies can absorb slight shifts in costs and revenues, the impact of an affordable housing contribution if it commenced immediately would be approximately a 1.5% decline in development margin or residual land value
- However, flagging the intention to introduce a scheme early allows for developers to consider the acquisition of the site in land acquisition, thereby adjusting the amount they are willing to pay. Our analysis shows that the residual land value would generally be able to absorb the contributions over a three year period.
- Prudent developers would have expected the introduction of an affordable housing contribution scheme, noting affordable housing contributions in Western Sydney were raised in the draft District and Regional Plan released in late 2017 and confirmed in the District Plan released in March 2018. These were in the range of 5-10% of uplift subject to viability. These were further confirmed by the LHS Approval Letters issued by the Department of Planning and Environment in 2021 and 2022, which required each Council to prepare an affordable housing contribution scheme to give effect to the District Plan targets.

Viable development in Western Sydney generally remains viable if the proposed affordable housing contribution rate were adopted. Our testing found that industrial development could immediately absorb the additional costs of the contribution rates, noting significant recent industrial rent and sales price escalation. While other non-residential sectors were more challenged, it was possible that staging in the introduction of the contribution over time would provide those developers time to adjust and achieve development viability.

While the contribution rates were generally viable, some developers that are operating on the margins of a viable development may be less well-placed to absorb shocks such as the introduction of the affordable housing contribution scheme. Hence, a three-year transition provides more than sufficient time for a developer that has recently acquired (or will recently acquire) a site to secure a development approval and commencement development, thereby avoiding the impact of the contribution. Some developers may choose not to take up the opportunity to seek a development approval and land-bank a site for several years. That is a business decision that they would have made knowing that the contribution is coming into effect.

As developers seek to purchase land at market rates, and their ability to pay is based on ensuring that there is a viable development, this transition period will give the market time to adjust. It is likely residual land values would need to adjust to accommodate this change. Major developers and market analysts expect price growth over the coming years, which means that within three years residual land value increases (due to other factors) could likely absorb the impact of the proposed contributions.

Where development is not currently viable, the imposition of the affordable housing contribution scheme does not help make the development viable, but it does not compromise the viability. In addition, areas which are not viable, may eventually become viable as affordability pressures, changing demographics, and state or local government interventions such as transport, placemaking, or rezoning occur. The introduction of the broad-based scheme ensures that affordable housing is considered when these areas or typologies are developed, ensuring that the contributions are viable. Therefore, HillPDA recommends the broad application of the scheme across development in Western Sydney.



7.2 Monetary equivalent rates and indexation

In general, HillPDA have applied the principle that 1.5% of floorspace dedicated to affordable housing is equivalent to the forgone revenue of that floorspace. There are three suggested formulas taking into account the unique differences of each development types

- Residential Development – 1.5% of the median residential strata dwelling price in the applicable LGA.
- Residential Subdivision – 1.5% of the average residential unimproved land value in the applicable LGA.
- Non-Residential Development – 0.3% of the median residential strata dwelling price in the applicable LGA.

This resulted in the following recommended contribution rates:

LGA	Median Strata Price	Monetary Equivalent for Residential built form \$/sqm GFA	Example for residential subdivision \$/ha NDA	Discounted Equivalent for Non-Residential \$/sqm GFA
Blacktown	\$612,000	\$102	\$210,000	\$20
Blue Mountains	\$630,000	\$105	\$170,000	\$21
Camden	\$705,000	\$118	\$220,000	\$24
Campbelltown	\$559,000	\$93	\$190,000	\$19
Fairfield	\$482,000	\$80	\$240,000	\$16
Hawkesbury	\$625,000	\$104	\$200,000	\$21
Liverpool	\$528,000	\$88	\$240,000	\$18
Penrith	\$575,000	\$96	\$200,000	\$19
Wollondilly	Insufficient data	\$80*	\$210,000	\$16

* Where insufficient data have adopted the lowest rate

Source: HillPDA 2023, DCJ 2023, Valuer-General 2023

This approach means that the rates are indexed to changes in the median residential strata dwelling price and residential unimproved land value.

7.3 Answering the study questions

WSPP asked HillPDA to answer four questions:

- Is a contribution scheme viable?
- When would be a sufficient transition period for introduction?
- How to convert floor area equivalence into a monetary equivalent?
- How to index the monetary equivalent?

HillPDA has concluded that the proposed contribution scheme is viable. It would be best to provide an approximately three-year transition period with the scheme coming into effect in 2027. The monetary equivalent contributions will be based on 1.5% of the median dwelling price for built-form development, 0.3% of the median dwelling price for non-residential development, and 1.5% of the unimproved land value for residential subdivision. The median dwelling price and unimproved land value will be updated regularly to ensure the scheme is indexed to current rates.



APPENDIX A : SUPPORTING INFORMATION

A.1 Market Revenue

HillPDA have undertaken market research for the different testing typologies. The market research was sourced from off the plan and new sales from domain.com.au, realestate.com.au and CoreLogic. Where no recent evidence existing HillPDA have made a value judgement based on comparable markets. The following \$/sqm rates have been applied in the modelling.

Table 14: Revenue rates based on OTP sales and new apartments sales

LGA	Type	Revenue range (\$/sqm NSA)	Adopted Revenue (\$/sqm NSA)
Town centre	Townhouse	\$5,500-6,000	\$6,000
Local centre	Townhouse	\$6,500-7,000	\$6,500
Suburban	Townhouse	\$6,500-7,000	\$6,500
Growth Area	Townhouse	\$6,000-7,000	\$7,000
Local Centre	Townhouse	\$5,000-5,500	\$4,988
Strategic Centre	Apartment (3-5 Storey)	\$7,500-8,000	\$7,363
Metropolitan Centre	Apartment (3-5 Storey)	\$9,000-9,500	\$8,788
Local Centre	Apartment (3-5 Storey)	\$6,750-7,250	\$6,650
Suburban	Apartment (3-5 Storey)	\$7,250-7,750	\$7,125
Suburban	Apartment (3-5 Storey)	\$6,500-7,000	\$6,413
Suburban	Apartment (3-5 Storey)	\$7,000-7,500	\$6,888
Growth Area	Apartment (3-5 Storey)	\$8,000-9,000	\$8,075
Strategic Centre	Apartment (3-5 Storey)	\$7,500-8,000	\$7,363
Metropolitan Centre	Apartment (3-5 Storey)	\$8,000-9,000	\$8,075
Growth Area	Apartment (3-5 Storey)	\$9,000-9,500	\$8,788
Town Centre	Apartment (6-10)	\$9,000-9,500	\$8,788
Town centre	Apartment (6-10)	\$9,500-10,000	\$9,310
Metropolitan Centre	Apartment (10-15)	\$10,500-11,000	\$10,213
Metropolitan Centre	Apartment (10-15)	\$9,250-9,750	\$9,025
Local Centre	Apartment (10-15)	\$6,500-7,000	\$6,413
Strategic Centre	Apartment (10-15)	\$9,000-9,500	\$8,788
Strategic Centre	Apartment (10-15)	\$10,250-10,750	\$9,975
Suburban	Dual occupancy	\$6,750-7,250	\$6,650
Suburban	Dual occupancy	\$5,500-6,000	\$5,463
Suburban	Dual occupancy	\$6,750-7,250	\$6,650
Growth Area	Dual occupancy	\$6,250-7,250	\$6,413
Growth Areas	Subdivision	\$1,250	\$1,250
Growth Areas	Subdivision	\$1,600	\$1,550
Growth Areas	Subdivision	\$1,800	\$1,650

Source: HillPDA market research, Domain.com.au, Realestate.com.au, RPData



The following details the median house price in the relative to the median strata price. This gives an indication of what sites would need to be acquired for vs apartments would be sold for. The following strata prices however include townhouse, dual occ, apartments and all strata typologies and does not factor in the proportion of the typologies.

Table 15: Median prices for House and Strata by locality

Loc	Property Locality	LGA	Median House	Median Strata	Strata to house Index
Greenfield	Tahmoor	Wollondilly	\$775,000	\$625,000	0.81
Infill	Blaxland	Blue Mountains	\$1,000,000	\$727,500	0.73
Town Centre	Minto	Campbelltown	\$823,500	\$590,000	0.72
Infill	Katoomba	Blue Mountains	\$812,000	\$550,000	0.68
Greenfield	Schofields	Blacktown	\$1,163,000	\$640,000	0.55
Infill	St Marys	Penrith	\$800,000	\$605,000	0.76
Town Centre	Richmond	Hawkesbury	\$848,500	\$635,000	0.75
Greenfield	Oran Park	Camden	\$1,058,950	\$789,000	0.75
Town Centre	Oran Park	Camden	\$1,058,950	\$789,000	0.75
Town Centre	Bonnyrigg	Fairfield	\$867,500	\$640,000	0.74
Town Centre	Campbelltown	Campbelltown	\$790,000	\$520,000	0.66
Town Centre	Fairfield heights	Fairfield	\$1,000,000	\$650,000	0.65
Infill	Liverpool	Liverpool	\$920,000	\$480,000	0.52
Town Centre	Mount Druitt	Blacktown	\$840,000	\$420,000	0.50
Town Centre	Canley Heights	Fairfield	\$980,000	NA	NA
Town Centre	Seven Hills	Blacktown	\$944,750	\$650,000	0.69
Town Centre	Campbelltown	Campbelltown	\$790,000	\$520,000	0.66
Town Centre	Penrith	Penrith	\$856,000	\$530,000	0.62
Town Centre	Liverpool	Liverpool	\$920,000	\$480,000	0.52
Town Centre	Rouse Hill	Blacktown	\$1,392,500	\$685,000	0.49
Town Centre	Leppington	Liverpool	\$1,165,000	\$540,000	0.46
Town Centre	Bossley Park	Fairfield	\$1,050,000	NA	NA
Infill	Riverstone	Hawkesbury	\$1,010,000	\$865,000	0.86
Greenfield	Denham Court	Liverpool	\$1,055,000	\$859,000	0.81
Infill	Moorebank	Liverpool	\$1,120,000	\$810,000	0.72
Greenfield	Macquarie Fields	Campbelltown	\$832,500	\$540,000	0.65
Greenfield	Wilton	Wollondilly	\$1,005,000	\$740,000	0.74
Greenfield	Glenmore Park	Penrith	\$1,005,000	\$697,500	0.69
Greenfield	Austral	Liverpool	\$880,000	\$580,000	0.66

Source:



A.2 Fees and contributions

Table 16: Adopted fees and contribution rates

Fid	Centre type	Type	Parking rate (avg)	Contribution	Contribution rate	SIC (\$/dwelling)	H&P (\$/dwelling)	Sydney Water DSP (rate)	Sydney Water DSP (\$)
11	Town centre	Townhouse	1.0	7.12	1%	-	12,000	\$868	\$8,191
9	Local centre	Townhouse	1.2	7.12	1%	-	12,000	\$4,826	\$23,163
	Suburban	Townhouse	1.2	7.12	1%	-	12,000	\$4,826	\$18,530
13									
10	Growth Area	Townhouse	2.4	HillPDA value	2%	15,426	12,000	\$2,366	\$21,684
14	Local Centre	Townhouse	2.2	7.11	\$19,657	-	12,000	\$820	\$7,518
8	Strategic Centre	Apartment (3-5 Storey)	1.4	7.11	\$6,724	-	10,000	\$2,366	\$50,194
7	Metropolitan Centre	Apartment (3-5 Storey)	1.8	7.12	2%	-	10,000	\$868	\$14,463
17	Local Centre	Apartment (3-5 Storey)	1.4	7.12	1%	-	10,000	\$13,127	\$192,748
6	Suburban	Apartment (3-5 Storey)	1.3	7.11	16,777	-	10,000	\$868	\$18,079
26	Suburban	Apartment (3-5 Storey)	1.3	7.11	9,489	-	10,000	\$868	\$37,224
27	Suburban	Apartment (3-5 Storey)	1.3	7.11	16,777	-	10,000	\$868	\$21,502
15	Growth Area	Apartment (3-5 Storey)	1.2	7.11	9,804	250,577	10,000	\$4,826	\$204,721
28	Strategic Centre	Apartment (3-5 Storey)	1.6	HillPDA value	2%	-	10,000	\$2,366	\$59,619
24	Metropolitan Centre	Apartment (3-5 Storey)	1.3	7.12	1%	-	10,000	\$868	\$23,010
25	Growth Area	Apartment (3-5 Storey)	1.2	7.11	9,804	250,577	10,000	\$4,826	\$136,480
22	Town Centre	Apartment (6-10)	1.4	7.12	1%	-	10,000	\$868	\$25,233
23	Town centre	Apartment (6-10)	1.6	HillPDA value	2%	-	10,000	\$967	\$34,201
3	Metropolitan Centre	Apartment (10-15)	1.4	7.11	\$6,724	-	10,000	\$4,826	\$127,950
1	Metropolitan Centre	Apartment (10-15)	1.8	7.12	2%	-	10,000	\$868	\$23,141
2	Local Centre	Apartment (10-15)	1.3	7.11	9,489	-	10,000	\$868	\$6,508
4	Strategic Centre	Apartment (10-15)	1.8	7.11	-	250,577	10,000	\$4,826	\$179,131



5	Strategic Centre	Apartment (10-15)	1.6	HillPDA value	2%	15,426	10,000	\$1,811	\$57,618
19	Suburban	Dual occupancy	2.0	7.11	15,759	-	12,000	\$868	\$5,424
20	Suburban	Dual occupancy	1.0	7.12	1%	-	12,000	\$868	\$9,779
21	Suburban	Dual occupancy	2.0	7.11	-	-	12,000	\$868	\$10,354
18	Growth Area	Dual occupancy	2.0	7.12	1%	15,426	12,000	\$2,366	\$28,234
16	Growth Areas	Subdivision		7.11	\$85,000	-	12,000	\$11,036	\$331,094
29	Growth Areas	Subdivision		7.11	\$85,000	-	12,000	\$4,826	\$144,767
30	Growth Areas	Subdivision	1.0	7.11	\$85,000	250,577	12,000	\$4,826	\$144,767

Source: HillPDA analysis



A.3 Construction costs

Table: Benchmark construction costs

	\$/sqm	Average size GFA (sqm)	\$/unit (avg)
Townhouse	2,800	125sqm	350,000
Apartment 3-5 Storey	3,000	90sqm	270,000
Apartment 6-10 Storey	3,200	90sqm	288,000
Apartment 10-15 Storey	3,800	90sqm	342,000
Dual Occupancy	2,900	120sqm	348,000

Source: Rawlinson’s Construction Handbook 2023



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Western Sydney Affordable Housing Contribution Scheme DISTRIBUTION PLAN

DRAFT
October 2023



1 INTRODUCTION

1.1 Purpose

This Distribution Plan (the Plan) sets out the operational policy for how contributions received under the Regional Affordable Housing Contribution Scheme (the Scheme) are to be distributed to *Eligible Affordable Housing Providers* under commissioning arrangement for the delivery of affordable housing.

This Plan must be consistent with the provisions of the adopted Scheme.

The Plan is a non-statutory operational policy of the local councils included in the Scheme for the administration and governance of a regional approach to delivery of affordable housing. For the Plan to be in force for each local council participating in the Scheme it must be adopted by formal resolution by each participating local council.

The local councils included in the Scheme are:

- Blacktown City Council
- Blue Mountains City Council
- Camden Council
- Campbelltown City Council
- Fairfield City Council
- Hawkesbury City Council
- Liverpool City Council
- Penrith City Council, and
- Wollondilly Shire Council.

This Distribution Plan may be amended from time to time without requiring amendment of the Scheme or the relevant Environmental Planning Instrument. Amendments to the Distribution Plan require agreement by formal resolution of all local councils participating in the Scheme.

The Distribution Plan will be made available electronically on participating council websites to accompany the Scheme.

This Distribution Plan is effective from XX XX XXX

1.2 Principles

The principles guiding the Plan include:

- efficient and effective delivery and management in-perpetuity of quality affordable rental housing supply in Western Sydney for very low, low and moderate income households
- cooperation between Western Sydney local councils to distribute affordable housing contributions through a regional approach, in partnership with NSW Department of Communities and Justice (DCJ - to be Homes NSW)

- delivery, ownership, and management of affordable housing utilising the expertise and resources of the Community Housing Sector and NSW Government housing providers and the regulatory framework established under the Community Housing Providers Act 2012.
- amplification of the overall supply of affordable housing through distribution approaches that are competitive and leverage external financing and/or land assets, and
- transparent reporting on the collection, management, and expenditure of contributions as per the intent of the Scheme.

1.3 Governance

A Distribution Plan Committee will be formed by the Western Sydney Planning Partnership Control Group to monitor regional implementation of the Plan and to make recommendations to participating councils on any proposed amendments to the Plan.

This will involve:

- a Senior Officer from each local council participating in the Scheme being a member of the Committee
- meetings being held on an ad-hoc basis to review and monitor the regional arrangements established under the Plan
- recommendations from the Committee to participating councils being first unanimously adopted by all Committee members, and
- recommendations from the Committee being reported to local councils to consider by formal resolution where these involve amendments to the Plan.

2 MANAGEMENT OF CONTRIBUTIONS

2.1 Use of contributions

As per the Scheme:

Each Council will collect contributions from development in accordance with this Scheme and will ensure that these funds and any interest that is accrued are used for the purpose of affordable housing including: the reasonable costs for the administration and review of the Scheme, and the reasonable costs for the administration of the commissioning process that is required to support delivery¹.

For the purposes of this Plan, affordable housing is as defined under State Environmental Planning Policy (Housing) 2021, namely:

- housing for very low, low or moderate income households where no more than 30% of gross income is paid in rent, or
- housing for households eligible to occupy rental accommodation under the National Rental Affordability Scheme where the rent is no more than the rent that would be charged if the household was to occupy rental accommodation under that scheme.

¹ WSPP (2023) 'Draft Affordable Housing Contributions Scheme'

Contributions collected for affordable housing under the Scheme may be used for the following purposes:

- capital costs incurred in the delivery of affordable housing including the design, approval, and construction of affordable housing dwellings
- capital costs incurred in the acquisition of land for affordable housing, and
- capital costs incurred in the provision of any supporting infrastructure directly related to the provision of affordable housing required under a development consent.

Consistent with the Scheme, and where reasonable and justifiable, affordable housing funds may also be used for administration or review of the Scheme and this Plan. This may include the following:

- preparation and review of the Scheme, including studies that support the review and update of the contributions rates
- preparation, monitoring, and review of the Plan
- meeting the reasonable costs of individual local councils incurred in the financial and legal management of contributions, including the transfer as part of the commissioning process of funds to eligible affordable housing providers
- meeting the costs of managing contributions made in the form of land, including the transfer as part of the commissioning process of land to eligible affordable housing providers
- costs associated with the administration of the sub-region commissioning process, including the preparation of partnership agreement with DCJ, seeking and evaluating expressions of interest (including undertaking due diligence) and entering into legal agreements with eligible affordable housing providers
- costs incurred by DCJ in administration of the commissioning process, and
- other reasonable costs required to ensure the efficient and effective administration of the Scheme, including this Plan, and the delivery of affordable housing by eligible affordable housing providers.

2.2 Collection of contributions

Each local council in the Scheme will be responsible for the imposition of conditions of consent on development for the collection of affordable housing contributions as per the Scheme, and the collection and management of these contributions.

Each Council will retain ownership of contributions until they are transferred to an eligible affordable housing provider². This would include:

- in the case of the financial contributions, each local council in the Scheme will maintain a separate restricted fund for affordable housing contributions
- any interest accruing to a local council from these contributions will be retained in the fund for use in providing affordable housing

² WSPP (2023) 'Draft Affordable Housing Contributions Scheme'

- land can only be contributed in lieu of a monetary contribution where it is evaluated by both DCJ and councils within the relevant sub-region as being suitable for the delivery of affordable housing, including in terms of location and supporting infrastructure, and where this is likely to deliver at least an equivalent affordable housing delivery outcome to that which would have been delivered through a monetary contribution.
- In the case of land contributions, any revenue received by local councils from the interim use of such land pending its use as affordable housing where this is in excess of land holding costs, is to be paid into the fund for affordable housing contributions, and
- local councils will manage and report on these funds, including the transfer of funds to eligible housing providers, as part of their annual report.

2.3 Transfer of funds to eligible affordable housing providers

Transfer of contributions from a local council to an eligible affordable housing provider will occur as a result of the commissioning process described in this Plan. Local councils will transfer funds directly to the eligible affordable housing provider once DCJ has entered into a suitable agreement to deliver affordable housing with the housing provider.

Where the agreement is with a community housing provider (CHP):

- DCJ will enter into a Community Housing Assistance Agreement (CHAA) which will, amongst other matters:
 - specify the location, type, number, and quality of affordable housing dwellings to be delivered, and
 - provide for DCJ to require the placing of a restriction on title to ensure the provision of affordable housing in perpetuity.
- DCJ will ensure compliance by the CHP with the terms of the CHAA, and
- the CHP will be the owner of any affordable housing asset delivered pursuant to a CHAA.

Where affordable housing is to be delivered by a NSW Government housing provider:

- DCJ and the NSW Government housing provider will enter a binding and perpetual contract stipulating the location, number, type, and quality of affordable housing to be delivered, and
- the NSW Government housing provider will be the owner of any affordable housing asset delivered pursuant to the contract entered with DCJ.

In the case where land is dedicated in lieu of a monetary contribution for affordable housing:

- the development of the dedicated land for affordable housing will be considered through the commissioning process identified in this Plan
- the value of land to be dedicated will be taken to have the same value as the monetary contribution that would otherwise have been made, irrespective of any changes in land value which may have occurred between its dedication and its commissioning for affordable housing delivery
- where the land is to be provided by a NSW Government housing provider to augment the delivery of affordable housing by those providers under the Scheme, its market value will be treated for bid evaluation purposes as though a leveraged third-party contribution, in the same

way that CHP-leveraged funding under through the National Housing Finance and Investment Corporation and other affordable housing funding schemes would be evaluated, and

- where a participating local council determines to dedicate suitable land to facilitate the delivery of affordable housing under the Scheme, the council will be entitled to a monetary contribution from its affordable housing fund equal to the market value of the land at the time of dedication.

3 SUB-REGIONAL POOLING

3.1 Sub-regional pooling

As per the Scheme:

Distribution of contributions collected under this Scheme will be through these contributions being pooled for use across a sub-regional grouping of LGAs, instead of being limited to distribution in the source LGA.

These pooled contributions can be allocated to affordable housing projects located within the boundaries of the sub-region from which the contributions were collected, including in the adjoining LGA from where the contribution was collected.

This approach will allow sub-regional groups of local councils to gain economies of scale and greater flexibility in the delivery of affordable rental housing³.

Sub-regional pooling of funds enhances opportunities for securing suitable sites and projects and increases the scale of contributions available to eligible affordable housing providers.

The distribution of the funds for each sub-region for affordable housing delivery by eligible affordable housing providers will be through the commissioning process described in this Plan.

Key fund distribution arrangements are as follows:

- local councils do not transfer funds into a sub-regional pool 'account' or to DCJ but instead manage their funds until the commissioning process has selected eligible housing providers and CHAAs or DCJ/NSW Government housing provider contracts are in place
- once providers have been selected and CHAAs or contracts are in place, local councils will transfer affordable housing funds or land directly to the selected eligible housing providers
- each local council will provide a report on the available contributions that can be distributed for the sub-region prior to each commissioning processes commencing for that sub-region
- subject to available contributions and market factors, there will be at least one annual commissioning round seeking expressions of interest and proposals for the delivery of affordable housing for each of the sub-regions
- the criteria for evaluating which eligible housing provider expressions of interest and proposals will be funded are outlined in this Plan, and
- this includes encouraging the proportionate distribution of affordable housing across a sub-region relative to the quantum of contributions collected per LGA.

³ WSPP (2023) 'Draft Affordable Housing Contributions Scheme'

3.2 Sub-regional groups of LGAs

The sub-regional groups of LGAs under this Scheme are:

- Blacktown City and Hawkesbury City councils LGAs
- Blue Mountains City and Penrith City councils LGA
- Liverpool City and Fairfield City councils LGAs
- Camden, Campbelltown City, and Wollondilly Shire councils LGAs.



Map - Sub-regional groupings of LGAs for 'pooling' of contributions for distribution

4 COMMISSIONING

4.1 Commissioning of affordable housing delivery

As per the Scheme:

Each local council participating in the Scheme will enter into a partnership agreement with NSW Department of Communities and Justice to manage the commissioning process for eligible affordable housing providers.

A commissioning process will be established for each sub-region of LGAs as identified in the Distribution Plan.

The timing for expressions of interest rounds for the commissioning process will be identified in the Distribution Plan⁴.

DCJ will work with local councils to lead the commissioning process to select eligible housing providers to deliver affordable housing under the Scheme. The key features of the commissioning process are as follows:

- partnership agreements will be entered into between each participating local council and DCJ to authorise DCJ to be the agent for commissioning affordable housing delivery on behalf of the councils
- a separate commissioning process will be undertaken by DCJ for each of the four sub-regions
- subject to available contributions and market factors, it is intended there be at least one annual round seeking expressions of interest and proposals for the delivery of affordable housing for each of the sub-regions, with this to occur following the release by councils of their annual report early in the financial year
- each council is to inform DCJ of the affordable housing contribution funds they have available for sub-regional pooling
- DCJ will commence the sub-regional commissioning process through a call for expressions of interest from eligible affordable housing providers
- the Eol process will be managed by DCJ, including guidance developed in consultation with local councils on what matters need to be addressed by housing providers in an Eol
- DCJ will convene an evaluation panel for each sub-region to assess Eols comprising senior representatives from each local council within that sub-region
- short-listed Eol applicants will be invited by DCJ to submit proposals, with the sub-regional evaluation panels evaluating proposals to select which eligible housing providers will be asked to deliver affordable housing in that sub-region
- DCJ will then negotiate and enter into CHAAs for CHPs or contracts with NSW Government housing providers and will then enforce compliance by the provider with those agreements and contracts
- local councils will transfer the required affordable housing contributions funds or land assets directly to the selected housing providers once agreements and/or contracts are in place

⁴ WSPP (2023) 'Draft Affordable Housing Contributions Scheme'

- DCJ will be the final arbiter on the selection of eligible housing providers in the event that unanimous agreement cannot be reached by an evaluation panel
- evaluation panels may seek expert advice to assist in their deliberations, including financial, legal and probity advice where required
- the reasonable administrative costs incurred by DCJ and local councils through the commissioning process, including the costs of procuring expert advice, are to be met from affordable housing contribution funds, and
- DCJ will report to councils on progress against milestones for delivery of affordable housing as provided for under CHAAs or NSW Government housing provider contracts.

The flow chart below provides an example of the potential role of DCJ, councils and housing providers in the commissioning process (flow chart is from DCJ for regional councils and would be varied for this distribution plan).

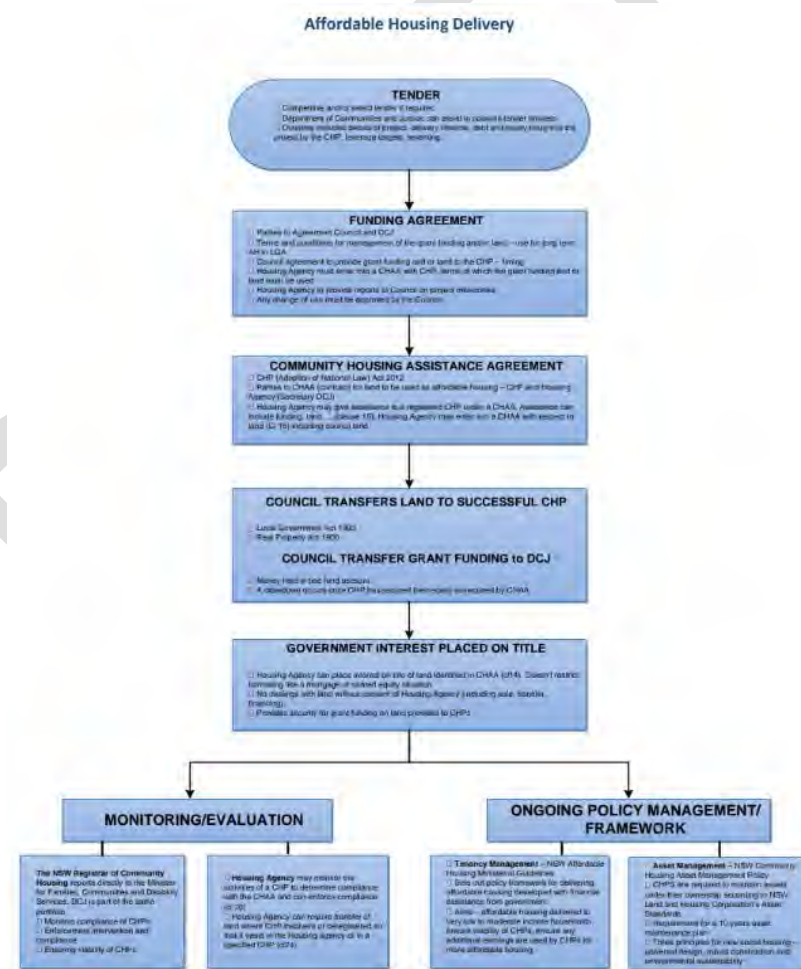


Figure – NSW DCJ example delivery process

This commissioning process will allow eligible affordable housing providers to submit Expressions of Interest to deliver affordable housing by utilising contributions that have been collected through this Scheme⁵.

DCJ, in consultation with local councils, will specify the matters that eligible affordable housing providers will need to address in an EoI. This will include:

- for a CHP, ability, and likelihood to leverage funding from third-party sources to augment affordable housing contributions
- for NSW Government housing providers, capacity to contribute land or other capital to offset affordable housing delivery costs
- commitment to in-perpetuity provision of affordable housing under the Scheme
- evidence of expertise and experience in designing, constructing, managing, and maintaining affordable housing
- evidence of capacity to deliver affordable housing which meets location, typology, quality, and delivery timing, and
- commitment and capacity to build to a high quality and level of amenity, with best-practice energy efficient design and standards to minimise environmental impact and reduce operational costs.

The commissioning process for affordable housing delivery will prioritise the allocation of contributions on a competitive basis, based on assessment criteria, for evaluation of expressions of interest, which are identified in the Distribution Plan⁶.

Criteria for the evaluation of EoIs and proposals will also have regard to the principles in SEPP (Housing) 2021 including:

- extent of contribution to the creation of mixed and balanced communities
- extent of contribution to creation of a socially diverse residential population representative of all income groups
- availability of affordable housing for very low, low and moderate income groups at an appropriate rate of gross household income
- extent to which the housing is appropriate for meeting the needs of more vulnerable members of the community including the elderly and people with a disability
- level of consistency with construction standards of other dwellings in the locality to reflect and enhance the locality
- mitigation of loss of existing affordable rental housing, and
- avoidance or mitigation of adverse climate and environmental impacts.

⁵ WSPP (2023) 'Draft Affordable Housing Contributions Scheme'

⁶ WSPP (2023) 'Draft Affordable Housing Contributions Scheme'

The commissioning of affordable housing will consider the principles for the location of affordable housing as set out in the Distribution Plan⁷.

Evaluation of EoIs and proposals for the delivery of affordable housing will also be assessed against locational criteria which prioritise locations that are accessible and have an identified affordable housing need. Specifically, affordable housing projects are to prioritise the location of dwellings in accordance with the following criteria:

- locations with high numbers of very low, low and moderate income employees, such as service centres or 'keyworker' precincts (e.g., hospitals)
- areas well-serviced by public transport, being no more than 800m from a train station or 400m from a bus stop, unless it can be demonstrated that other suitable transport options are available or will be available in the future
- areas with access to open space and social infrastructure (including schools, libraries, and community centres) or proposed social infrastructure and open space, and
- avoidance of highly constrained areas or areas subject to significant environmental hazards, including high flood and significant bush fire risk.

Finally, the commissioning process is to account for the proportion of affordable housing contributions collected at the individual LGA-level across sub-regions. Specifically:

- delivery of affordable housing under the scheme, while considering locational priorities at a sub-regional level, must also have regard to the extent to which affordable housing is delivered equitably across each of the participating local councils based on the quantum of affordable housing contributions each local council contributes to the sub-regional pool.

Transfer of contributions (including financial and/or land contributions) from a Council to an eligible affordable housing provider will be undertaken after the NSW Department of Communities and Justice has entered into a Community Housing Assistance Agreement (CHAA) or similar agreement with the provider following the commissioning process.

This CHAA will ensure that the funds will be used for Affordable Housing consistent with the requirements of this Scheme⁸.

The objectives of DCJ in entering a CHAA are to:

- support the growth of CHPs and increase supply of affordable rental accommodation
- enable CHPs to strategically manage assets to best meet future housing and resident needs, and
- provide a secure asset base for CHPs to leverage additional finance for investment in affordable housing.

CHAAs provide for CHPs to receive assistance to deliver affordable housing. Pursuant to the Scheme, this will take the form of affordable housing monetary, or land contributions transferred from local councils to the CHP.

⁷ WSPP (2023) 'Draft Affordable Housing Contributions Scheme'

⁸ Id

CHPs may also access other assistance under a CHAA, including assistance provided under the National Rental Affordability Scheme.

CHAAs consist of a set of common terms and a list of affordable housing policies. CHPs must comply with those terms and policies and CHAAs are binding on CHPs.

To enter into a CHAA, CHPs must be registered under the National Regulatory System for Community Housing as prescribed by the *NSW Community Housing Providers (Adoption of National Law) Act 2012*. Failure of a CHP to comply with a CHAA may be cause for a review of their registration status.

CHPs must allocate affordable housing in accordance with the NSW Affordable Housing Ministerial Guidelines. Amongst other matters, when making an allocation a CHP should balance the needs of households in housing stress with the requirement to generate sufficient income to meet finance and other operating costs.

4.2 Eligible affordable housing providers

Eligible affordable housing providers are defined in this section⁹.

Housing providers that can seek contributions to deliver and manage affordable housing are both the community housing sector providers and the NSW Government housing providers.

DCJ has the key NSW Government role in the delivery of affordable rental housing.

- DCJ works with the private, not-for-profit sector and local government to broker partnerships to deliver affordable housing including through the National Rental Affordability Scheme, Social and Affordable Housing Fund and a range of other projects and programs
- This occurs under the legislative framework provided by the Housing Act 2001 and the Community Housing Providers (Adoption of National Law) Act 2012 (CHP Act).
- The objects of the CHP Act include:
 - facilitating government investment in the community housing sector
 - ensuring protection of that investment
 - ensuring community housing is developed as viable and diversified, and
 - supporting the provision of registered community housing for people on very low, low, and moderate incomes.
- The NSW Community Housing Registrar is an independent statutory officer appointed by the NSW Minister for Families, Communities and Disability Services under the CHP Act. Functions include:
 - assessing the suitability of entities to be registered
 - registering CHPs and canceling registrations
 - monitoring compliance and exercising enforcement and intervention functions
 - examining governance, management, probity, tenancy and asset management, community engagement, and financial viability and sustainability
 - periodic formal compliance assessments - annually for the larger providers, every two years for smaller CHPs
 - undertaking ad hoc compliance assessments triggered by complaints and notifications received by the Registrar.
- The Secretary DCJ is a Housing Agency under the CHP Act and is able to give assistance (funding, land, etc..) to a registered CHP through a CHAA.

⁹ WSPP (2023) 'Draft Affordable Housing Contributions Scheme'

- Where land is provided (including by a local council) DCJ can place government interest on the title requiring a dealing application for assessment by DCJ if the CHP proposes sale, transfer etc.
- The CHP Act also gives DCJ power to monitor a CHP to determine compliance with the CHAA and can require a CHP to meet specified standards and targets to ensure assistance is used for the purposes for which it was provided.
- Where a CHP becomes insolvent, registration is cancelled and DCJ can require that the land affected by government interest vests in DCJ as a Housing Agency or in an alternative and specified CHP.

The following affordable housing providers will be eligible to submit expressions of interest, and be eligible to receive contributions because of the commissioning process:

1. Tier 1 and Tier 2 registered community housing providers, as registered by the NSW Registrar of Community Housing at the time of commissioning
2. Tier 3 registered community housing providers, as registered by the NSW Registrar of Community Housing at the time of commissioning, only where it is demonstrated that the development activity would be small-scale and low risk
3. The NSW Government Aboriginal Housing Office (to be renamed Housing NSW)
4. The NSW Government Land and Housing Corporation (to be renamed Housing NSW), or
5. The NSW Government Landcom¹⁰.

4.3 Ownership and in-perpetuity provision of affordable housing

Ownership and ongoing management of the affordable housing dwellings constructed with contributions from this Scheme will be held by the eligible affordable housing provider¹¹.

The ownership and ongoing management of affordable housing provided for under the Scheme will rest with the CHP or NSW Government provider.

There are significant benefits in CHPs owning property rather than councils retaining ownership or part ownership, viz:

- the affordable housing will be provided in perpetuity in the LGA as interest is registered on title
- it is more likely to result in leveraging additional affordable housing supply as the CHP can use asset ownership to leverage additional funds to invest in additional affordable housing, with specific leveraging targets being able to be set in CHAAs
- it strengthens the financial position of CHPs which can improve service delivery to affordable housing clients
- it lowers the cost of affordable housing as the charitable status of not-for-profit CHPs gives CHPs access to tax concessions and Commonwealth and State government grant programs, and
- ownership of dwellings by CHPs ensures there are no ongoing maintenance liability, property management and asset replacement costs for local council - scarce local council resources do not need to be allocated to managing a likely growing class of affordable housing assets.

¹⁰ WSPP (2023) 'Draft Affordable Housing Contributions Scheme'

¹¹ Id

For NSW Government providers, who will typically contribute land as part of the delivery of affordable housing under the Scheme, asset ownership and management accountability for the assets appropriately sits with those entities as they have capacity to leverage significant economies of scale across their portfolios to efficiently and effectively maintain housing assets.

The Community Housing Assistance Agreement (CHAA) will ensure that the affordable housing dwellings (or the equivalent number of dwellings created) are retained as affordable housing in perpetuity. The details of this agreement will be identified in the Distribution Plan¹².

Under the Scheme, CHPs pursuant to a CHAA, and NSW Government housing providers pursuant to a contract with DCJ, will be bound to deliver affordable housing funded under the Scheme in perpetuity.

In order to respond to shifting affordable housing demands over time, including changes in household demographics, key worker employment locations and accessibility to community infrastructure, and in order to renew affordable housing assets as they reach the end of their economic life, and subject to agreement being reached with both DCJ and the local council, affordable housing assets either whole or part funded under the Scheme may be 'recycled' by CHPs and State Government providers on the proviso that all proceeds from any asset recycling are reinvested in the provision of affordable housing in the subject LGA.

These constraints on asset recycling are to be provided for under the CHAA or DCJ/State provider contract.

For CHPs, DCJ will also place a covenant on title requiring affordable housing to be provided pursuant to that title in perpetuity unless otherwise agreed under asset recycling arrangements. Any new title issued to a CHP under an asset recycling agreement will be similarly covenanted to provide affordable housing in-perpetuity.

DCJ will enforce compliance with CHAAs and NSW Government provider contracts. Local councils will not have a compliance role.

¹² WSPP (2023) 'Draft Affordable Housing Contributions Scheme'



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The General Manager
Camden Council
70 Central Avenue
Oran Park NSW 2570
Attention: Mr Ben Richards

11 April, 2023

Dear Mr Richards,

RE: Offers to enter into a Planning Agreement for the Pondicherry Precinct

Further to our previous letters dated 22 October 2021, 20 May 2022, and 17 January 2023 regarding the above matter (respectively our **Initial Offer**, **Revised Offer** and **Further Revised Offer**), we wish to again revise our offer to enter into a Planning Agreement (PA) with Camden Council for the Pondicherry Precinct (**Consolidated Offer**) following recent feedback from Council officers.

Our Consolidated Offer is made following discussion with you in late-March 2023. In those discussions, you indicated that the elected Council called for a briefing in relation to Pondicherry Lake, after which the Council advised it favoured the water in Pondicherry Lake being maintained to Visual Amenity standard as defined by the *ANZECC (2000) Water Quality Guidelines*. Greenfields had previously offered to maintain the water in Pondicherry Lake to Secondary Recreation Contact standard as defined in the Guidelines. Our prior Offers reflected this ambition.

We note Council's stated preference for visual amenity water quality in Pondicherry Lake and so now make our Consolidated Offer accordingly. However, we believe that secondary recreation contact is an achievable and desirable goal for Pondicherry Lake and that, for a variety of reasons, it is possible Council may wish to revisit its visual amenity preference in the future. Consequently, our Consolidated Offer provides the opportunity for Council to determine (by a nominated time) that secondary recreation contact will be allowed on Pondicherry Lake, requiring that the water be maintained to secondary recreation contact standard. This optionality is described more completely in the latter part of this Consolidated Offer letter.

For the sake of completeness and clarity, we have combined all the aspects of our previous Offers we wish to be included in the PA into this Consolidated Offer, including the optionality described above. This way, our Consolidated Offer stands on its own as a record of Greenfields' offer to Camden Council for the Pondicherry PA.

Why is a Planning Agreement the right approach for Pondicherry?

In absence of a PA, local infrastructure would most likely be provided via a plan prepared under section 7.11 of the *Environmental Planning and Assessment Act, 1979*. A section 7.11 Contributions Plan (CP) is unnecessary and impractical in the case of Pondicherry because:

- All the land that would be subject to the section 7.11 CP is owned by a single entity, making it an ideal candidate for a PA if agreement can be reached between Council and the owner
- The time and cost involved in preparing and then obtaining approval for a section 7.11 CP is disproportionate to the benefits it would deliver and
- Council has a well-established track record of using PAs to address local contributions involving one or few land owners (e.g. Emerald Hills; El Caballo Blanco – Gledswood; Willowdale West; Oran Park; and Tranche 41). There is nothing which suggests a similar approach could not be used to good effect in the case of Pondicherry, benefitting the wider Camden community.

Furthermore, a PA for Pondicherry is a beneficial option for the Council to consider because a PA will:

- Ensure the delivery of facilities and services earlier than under a section 7.11 CP arrangement
- Allow the inclusion of items that would not typically be delivered under a section 7.11 CP such as riparian corridor embellishment and payment of maintenance costs for Pondicherry Lake
- Remove the timing and cost risks to Council normally associated with the provision of the items under a section 7.11 CP and transfer those risks to Greenfields under the PA.

Finally, we believe the quality of the facilities we are offering in this PA are of a higher standard than could be reasonably required under a conventional section 7.11 CP.

Works and land contributions

It is proposed that the PA address the following infrastructure, the demand for which is either entirely or partly generated by the expected development of Pondicherry:

- Local parks works (active and passive) and land dedication
- Community centre and land dedication
- Sub-arterial road works, bridge works, shared paths and land dedication
- Riparian corridor rehabilitation, embellishment, shared paths and land dedication and
- Stormwater drainage facilities and land dedication, including the extensive Pondicherry Lake.

These items are described more fully in the attached Schedules and accompanying maps. However, several aspects of our PA offer are further described in the following sections for the sake of clarity.

Passive open space

The passive open space shown on the ILP is sufficient to meet the needs of the population expected to be generated by the development of Pondicherry, excluding Tranche 41 (Tranche 41 caters for its own passive open space demands on site as reflected in the Tranche 41 PA). The Pondicherry passive open space includes the substantial parklands fringing the proposed Lake. In addition to the various “green” open spaces across Pondicherry, the “blue” open space provided by the waterbodies which comprise the Lake and wetlands measures just under 12ha.

We plan to ensure water quality in the lake is maintained at visual amenity levels. However, we have not included the “blue” open space of the lake in our passive open space calculations, despite its obvious passive open space values. Similarly, the extensive “blue-green” riparian corridors are not included in the calculation of passive open space provision, even though parts of the riparian corridors will deliver considerable passive open space benefits to the community.

Active open space/playing fields

The PA prepared for Tranche 41 anticipates that active open space (playing fields) for Tranche 41 will be provided in Pondicherry. There is a mechanism in the Tranche 41 PA which requires a monetary contribution of \$1.45M to be made to Council for upgrading facilities at Jack Brabham Reserve in the event this objective cannot be facilitated by a nominated time linked to Final Lot production.

This PA offer for Pondicherry is constructed assuming the \$1.45M payment to Council is not made and that the active recreation facilities provided in Pondicherry meet the needs generated by Tranche 41 residents as well.

The revised ILP for Pondicherry allows for the provision of an equivalency of five (5) fields configured as follows:

- One double field with hybrid turf in the consolidated sports park in eastern Pondicherry. The hybridised turf surface on the double fields gives an equivalency of three standard turf fields
- One double field with standard turf in the consolidated sports park in eastern Pondicherry.

In western Pondicherry a second active open space area has been provided, containing five hard sports courts.

In addition to the playing fields and sports courts, Greenfields will provide amenities buildings, carparking and related facilities across these locations to allow the active open spaces to function appropriately and meet the needs of residents and users.

The rates of provision of active open space have been calculated using Council’s adopted ratio of one sports field per 1,850 residents. Pondicherry and Tranche 41 combined generate a demand for 4.5 playing fields. Recognising the greater utility of the double hybridised turf field, we are offering the equivalent utility of 5.0 fields under this revised PA.

Our ratio of passive open space to active open space is 51/49. However, responding to Council’s feedback on open space distribution in our draft ILP, we are providing approximately 0.5 hectares of passive open space over and above Council’s numeric requirements. The “extra” open space is found in an additional local park in eastern Pondicherry. If we exclude this “extra” park from our calculations, the ratio returns to 50/50 in line with Council’s policy.

Our revised ILP contains sufficient land in the consolidated sports park to provide a further two sports fields above the required number for the combined Tranche 41 and Pondicherry populations. We propose these two fields are the eastern-most fields in the consolidated sports park (shown labelled “DOS” on the accompanying plan). These fields could be provided by Council using funds it has already collected (or which it plans to collect) from other release areas for the provision of district level sports facilities. Alternatively, these fields could comprise part of the active recreation requirements for the future Greenway development. Until these matters are resolved, Greenfields will retain ownership of the DOS land and will temporarily use the land for stormwater detention, if required.

Accordingly, our PA offer does not extend to the land and works required to construct the eastern-most double fields, nor do we propose to construct the share paths which would connect these facilities to the share paths in the western portion of the sports park to be provided by us. However, we are offering to construct a pedestrian/cyclist bridge (Item PB2) from South Creek to the eastern-most fields, timed to be provided when the eastern-most double fields and sports courts are constructed. This will allow regional pedestrian and cycling networks along South Creek to connect with the sports fields safely and directly.

Community facilities

The development of Pondicherry gives us the opportunity to coordinate community facility provision across the Oran Park and Pondicherry release areas and deliver a larger facility on the eastern side of the lake in Pondicherry. A larger centre in this location will benefit the Oran Park, Pondicherry and wider Camden communities and will give Council additional scope to meet the needs of a variety of user groups.

The Oran Park VPA requires the provision of a community facility in Tranche 28 and dedication of associated land. The community facility in Tranche 28 is required to be 451sqm, located on a 1,128sqm site. Our PA offer for Pondicherry proposes that this facility is relocated to the eastern side of the Pondicherry Lake (where it will still be very accessible by car, foot or bicycle to the Oran Park population it is intended to serve) and that it is augmented by the addition of the floorspace required to meet the needs of the Pondicherry population (599 sqm) for a total community facility floor area of 1,050sqm. The community facility would be supported by 42 car parking spaces.

Our offer contains a nominal calculation of the possible site area required to accommodate this facility. The land required to accommodate the community facility and its associated parking will ultimately be determined in consultation with Council during the detailed design of the facility. The land needed to accommodate the larger community facility, its carparking, landscaping and associated circulation areas will be dedicated to Council.

Roads and bridges

The PA offer for Pondicherry generally proposes a continuation of the arrangements put in place for other PAs with Greenfields for these items, involving the construction and dedication of these items to Council.

Stormwater, drainage and riparian corridors

The Pondicherry Lake provides an important stormwater management function, in addition to its aesthetic and place-making functions. Our planning proposal for Pondicherry proposes to reinstate the natural flow of Ron's Creek and Anthony's Creek to South Creek, via the lake and a rehabilitated riparian corridor.

We are now proposing to maintain water quality in the Lake at visual amenity standards, reflecting Council's recently communicated wishes. We had previously offered to maintain the Lake's water quality to secondary recreation standard.

It is important to note that the Lake's recirculation system is required in either circumstance (maintaining water quality to either secondary or visual contact standard) to help manage the risk of algal blooms in the Lake, as are the extensive wetlands upstream of the Lake. Therefore, our Consolidated Offer still includes construction of the recirculation system and the wetlands to help manage water quality and mitigate risk of algal blooms. We have generally located the wetlands in areas where the ability to accommodate other land uses is significantly compromised (eg. under the TransGrid transmission easement and adjacent to the rail corridor).

Temporary drainage/stormwater detention will be required in Pondicherry, during construction of the Lake and likely after the Lake is completed and until development of the Greenway holding immediately to the north is underway. We propose that temporary detention occurs on the area designated for the eastern-most double sports fields in the consolidated sports park, as described above. The playing fields and the adjoining drainage corridor would ideally be designed together to allow for the optimum design.

For this reason, our PA offer proposes that at this stage we do not dedicate to Council the drainage corridor land adjacent to the eastern-most sports fields (Item B15) as part of our Stage 3 works, but that we undertake embellishment of the corridor to an extent which allows it to perform its drainage function. Aside from allowing some flexibility in the design and relationship of the eastern-most sports fields and drainage, this arrangement also provides some flexibility for determining the final alignment of Pivot Drive (Marylands Link Road No. 2) and its crossing of South Creek.

Maintenance of lake, wetlands and associated infrastructure

Greenfields offers to maintain the Lake, its upstream wetlands and the associated mechanical and hydraulic infrastructure as detailed below:

- Years 1 and 2: Establishment Period, during which time Greenfields is to maintain the identified Works at its cost
- Year 3: Transition Period, during which time Council will commence maintenance of the lake reserve (terrestrial systems) at its cost, and Greenfields will retain responsibility for maintenance of items associated with water quality in the lake (the aquatic systems). The aquatic systems include mechanical and hydraulic systems, pumps, in-lake vegetation and in-wetland vegetation. During the Transition Period relevant Council staff will work with Greenfields staff and its consultants to facilitate knowledge transfer regarding aquatic systems maintenance requirements

- Years 4 and 5: Maturation Period, during which Council will maintain the identified works at its cost, and Greenfields will make its staff and consultant team available to Council to advise/assist on maintenance issues. Greenfields offers to pay Council's costs in seeking advice from our consultant team, capped at \$100,000 in the Maturation Period. Any costs incurred above this cap would be shared equally by Greenfields and Council
- Years 1-5: Greenfields will pay for all costs associated with running the lake's recirculation system, including electricity and maintenance/replacement of plant.
- Years 1-3: Greenfields will undertake at its cost water quality monitoring and water sample monitoring in line with a mutually agreed program, which will be designed to assist in assessing and managing risks associated with maintaining acceptable visual amenity water quality standards in the Lake, noting that:
 - (a) The water quality monitoring and reporting costs set out in the Hollis Partners report assume a mix of static and manual sampling. We are aware of fully automated sampling technologies which may be suitable for implementation in Pondicherry Lake and
 - (b) If we elect to instal fully automated sampling technology, Greenfields will meet the capital cost of the installation and the maintenance, sampling and reporting costs associated with the technology for Years 1-3. Otherwise, we will meet the costs of manual sampling during this period.

In addition, Greenfields offers to make a lump sum payment of \$121,550 to Council at the end of Year 3, and Council will use those funds to replace all pumps associated with the Lake's recirculation system, estimated to be required around or after Year 10.

Time-limited option for Council to nominate secondary recreation contact standard for the Lake

We offer for the PA to have an option which allows Council to nominate that the Lake's water will be maintained to secondary recreation contact standard, instead of to visual amenity standard. Council can make this nomination at any time until the three (3) year anniversary of the Lake achieving Practical Completion.

If Council makes the nomination by the prescribed time, Greenfields will:

- Contribute 100% of the estimated costs for the items highlighted yellow in the attached Excel worksheet titled "Secondary recreation contact", which is extracted from the *Order of Cost Estimate Report* prepared by Hollis Partners, dated 28 September 2022. The items include:
 - Wetlands Maintenance: desilting the wetlands discharging directly to the lake, estimated to be required in Year 4 and Year 8, and
 - Bio-Retention Basins: desilting/resetting of the bio-retention basins discharging directly to the lake, estimated to be required in Year 10
- Pay \$281,775 to Council at the end of Year 3 for these activities and Council will use the funds paid by Greenfields for these purposes. This figure has been derived from the estimated current costs for the items identified above in the *Order of Cost Estimate Report* prepared by Hollis Partners dated 28 September 2022, and then escalated by 10.5%.

- Pay for additional water quality monitoring and water sample monitoring for a further 5 years (to the end of Year 8), in line with a mutually agreed program which will be designed to assist in assessing and managing risks associated with secondary recreation contact in the Lake. Again, the water quality and water sample monitoring may involve the use of automated systems, if installed
- Further, if Council exercises its nomination option by the prescribed time, the sampling and reporting costs to be met by Greenfields for Years 4-8 inclusive will:
 - (a) Be calculated based on the average of actual combined maintenance, sampling and reporting costs in Years 1-3, exclusive of any capital costs if automated sampling technology is installed and
 - (b) Be paid to Council by Greenfields as a lump sum at the end of Year 3 and Council will use the funds accordingly.

In return, Council will permit secondary recreation contact in the Lake from Year 4 onwards when the water quality in the Lake is at the requisite standard, as determined by the regular monitoring and reporting program.

If no nomination is made for water quality to be maintained to secondary contact standard by Council by the prescribed time, the additional elements described in this section will fall away entirely and the visual amenity standard will be the relevant water quality and maintenance standard adopted for Pondicherry Lake. Greenfields will contribute the costs highlighted yellow in the attached Excel worksheet titled "Visual amenity".

In either case (secondary recreation contact standard or visual amenity standard), Greenfields will work with Council to ensure an appropriate communications strategy is in place to advise residents and visitors of the range of uses permitted and not permitted on the Lake.

Calculating a combined PA Final Lot "cap" for Oran Park, Tranche 41 and Pondicherry PAs

The revised ILP necessitates some adjustment to this item, which is reflected in our Revised Offer. We acknowledge that a PA is based on estimated yields at the time of the offer, and that over time a higher yield may be achieved. At present the Final Lot "caps" applied to each of our PAs are:

- Oran Park 7,756 dwellings (subject to Amendment No. 4 to Oran Park PA)
- Pondicherry 2,660 dwellings (inclusive of Tranche 41 and reflecting the revised lot yield agreed with Council on 24 November 2022).

The PAs combined propose a total yield "cap" of 10,416 dwellings. Although covered by separate PAs, the urban areas of Oran Park, Tranche 41 and Pondicherry effectively form and operate as a single catchment. As such, it is expected that the population of this larger area will use the facilities across all three PA areas more or less equally and will not be confined to using only the facilities in their respective PA area. Therefore, we propose that a total yield cap of 10,416 dwellings apply across the combined PA areas.

Although we do not expect to exceed the yield cap across the combined PA areas, we recognise that appropriate arrangements need to be in place in the event we do. We have examined the works and land components of our PA offer for Pondicherry. The Pondicherry PA offers more facilities, services and land than could otherwise be provided under a conventional section 7.11 CP. We have calculated what land and works could be sought under a convention section 7.11 CP.

We are happy to assume a value of \$60,000/lot if a conventional section 7.11 CP was applied to Pondicherry, adopting our PA land value of \$4.0M/ha. Consequently, if Greenfields exceeds the combined PA cap of 10,416 dwellings across Oran Park, Tranche 41 and Pondicherry, we offer:

- If Council intends to acquire the DOS, to offset the assumed section 7.11 development contribution of \$60,000/lot that would otherwise have been payable for each additional Final Lot against the Council's acquisition cost of the District Open Space (marked "DOS" on Attachment 1) or
- To apply the offset rate at 150 square metres per additional Final Lot in excess of 10,416 dwellings to increase the area of AOS1 from the area marked DOS. (based again on a land value for the DOS of \$4.0M/ha and an equivalent section 7.11 CP levy of \$60,000/lot).

Other principles to be reflected in the Pondicherry PA document

Our experience of negotiating and finalising the PA for Tranche 41 with Council highlighted several principles we wish to see reflected in the Pondicherry PA. These are:

- An ability for the areas of individual local parks and active open spaces to be "approximately" the areas noted in relevant Schedules, with a requirement that the aggregate area of all local parks be not less than the sum of the individual park areas for all Stages. Any balancing out of land areas between parks should not compromise the functionality or intended purpose of any individual park
- The above "approximation of areas" provision to also apply to any other Item that requires land dedication, noting that detailed design and design approval processes under the PA will ultimately determine the correct quantum of land required to deliver an Item that is fit-for-purpose and meets Council's requirements upon dedication
- An ability to vary the staging of individual items by agreement, without formally amending the PA. This provision will be critical given the scale of the works envisaged under this offer and the complex approval pathways required for some of the items such as the Lake
- A requirement that Council and Greenfields share costs for valuing the Charge Land (as per the Oran Park VPA), unless the valuation shows that the Security is insufficient under the terms of the PA, in which case the Developer will pay for the valuation
- A requirement that reports prepared by the Developer, documenting the Developer's performance against the Deed's requirements, be submitted against reasonable milestones (eg) annually, or at the time of seeking a Subdivision Certificate creating one or more Final Lot.
- Adopt the same Security arrangements as per Tranche 41. For this PA we will be offering a Bank Guarantee in Council's favour of \$2,000,000 (in addition to the \$1,450,000 for Tranche 41), and the same Charge over the same Charge Land (as described below). Then, if there are agreed deferred works during the life of the PA, the value of the agreed deferred works is added to the quantum of the security until the works are completed and dedicated.

Other components of the Consolidated Offer

We propose that the performance of activities and works set out in this Revised Offer, once agreement has been reached between the parties, is secured by a Charge over other land owned by the land owner (being the farm known as "Romney").

We are also offering \$75/lot administration fee for each Final Lot created by the development of Pondicherry, consistent with the offer recently made for the Tranche 41 PA.

In return for all components of this Consolidated Offer for Pondicherry, Greenfields is seeking provisions to be included in the PA that clearly "switch off" section 7.11 and section 7.12 contributions from applying to the Pondicherry precinct's development now and at any time in the future.

Finally, we are also seeking agreement that, if executed, the Pondicherry PA will switch off the cash contribution for Brabham Reserve's upgrade required under Item 23 in Schedule 1 of the Tranche 41 PA because Tranche 41's active open space requirements will be satisfied in Pondicherry.

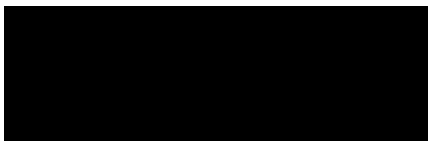
Conclusion

We feel we have gone significantly beyond normal expectations in making this Consolidated Offer, including trying to help Council manage on-going risks associated with the Pondicherry Lake. We are as motivated as Council to ensure the Pondicherry Lake operates as designed and is an asset for the whole Camden community to enjoy. For this reason, we have suggested the Year 3 water quality standards nomination option for the Lake as outlined in this letter.

We accept Council may not take up this option (if indeed it is included in the final PA), but we would be disappointed if a significant recreation and amenity opportunity was passed up simply because of uncertainty/nervousness at rezoning stage. The approach described in the Consolidated Offer gives both parties as much time as possible to make informed decisions on this matter, while ensuring baseline standards are met in all circumstances.

We hope this Consolidated Offer and its Attachments give Council officers the confidence to move forward with reporting the Planning Agreement to Council for consideration at the earliest opportunity.

Yours sincerely,



Mick Owens

General Manager, Development

Greenfields Development Company No.2 Pty Ltd

Deed

Pondicherry Precinct & Combined Development Lot Threshold

Planning Agreement

Under s7.4 of the *Environmental Planning and Assessment Act 1979*

Camden Council

Greenfields Development Company No.2 Pty Ltd

Leppington Pastoral Co Pty Ltd

Date:

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**Pondicherry Precinct (excluding Tranche 41) & Combined
Development Lot Threshold Planning Agreement**

Camden Council

Greenfields Development Company No.2 Pty Ltd

Leppington Pastoral Co Pty Ltd

**Pondicherry Precinct (excluding Tranche 41) &
Combined Development Lot Threshold
Planning Agreement**

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Camden Council

Greenfields Development Company No.2 Pty Ltd

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Pondicherry Precinct (excluding Tranche 41) & Combined Development Lot Threshold Planning Agreement**Camden Council****Greenfields Development Company No.2 Pty Ltd****Leppington Pastoral Co Pty Ltd**

Pondicherry Precinct (excluding Tranche 41) & Combined Development Lot Threshold Planning Agreement**Summary Sheet****Council:****Name:** The Council of Camden**Address:** 70 Central Avenue, Oran Park, NSW 2570**Telephone:** (02) 4654 7777**Email:** mail@camden.nsw.gov.au**Representative:** Ron Moore – General Manager**Developer:****Name:** Greenfields Development Company No.2 Pty Ltd**Address:** 1675 The Northern Road BRINGELLY NSW 2556**Telephone:** (02) 9043 7575**Email:** mowens@greenfields.net.au**Representative:** Mick Owens – General Manager, Development**Landowner:****Name:** Leppington Pastoral Co Pty Ltd**Address:** 1675 The Northern Rd BRINGELLY NSW 2556**Telephone:** (02) 4773 4291**Email:** tim.bryan@perichgroup.com.au**Representative:** Tim Bryan, Chief Executive Officer, Perich Group**Land:**See definition of *Pondicherry Precinct Land* in clause 1.1.

**Pondicherry Precinct (excluding Tranche 41) & Combined
Development Lot Threshold Planning Agreement****Camden Council****Greenfields Development Company No.2 Pty Ltd****Leppington Pastoral Co Pty Ltd**

Development:

See definition of *Combined Development* in clause 1.1.

Development Contributions:

See clause 9 and Schedule 1.

Application of s7.11, s7.12 and s7.24 of the Act:

See clause 8.

Security:

See Part 4.

Registration:

See clause 44.

Restriction on dealings:

See clause 45.

Dispute Resolution:

See Part 3.

**Pondicherry Precinct (excluding Tranche 41) & Combined
Development Lot Threshold Planning Agreement**

Camden Council

Greenfields Development Company No.2 Pty Ltd

Leppington Pastoral Co Pty Ltd

**Pondicherry Precinct (excluding Tranche 41) &
Combined Development Lot Threshold Planning
Agreement**

Under s7.4 of the *Environmental Planning and Assessment Act 1979*

Parties

Camden Council ABN 31 117 341 764 of 70 Central Avenue, ORAN PARK NSW
2570 (**Council**)

and

Greenfields Development Company No.2 Pty Ltd ACN 133 939 965
of 1675 The Northern Rd BRINGELLY NSW 2556 (**Developer**)

and

Leppington Pastoral Co Pty Ltd ACN 000 420 404 of 1675 The Northern Rd
BRINGELLY NSW 2556 (**Landowner**)

Background

- A The Landowner owns the Land.
- B The Developer has sought the preparation of the Planning Proposal to facilitate development on the Land.
- C The Planning Proposal seeks to amend the *State Environmental Planning Policy (Precincts – Western Parkland City) 2021* to introduce B1 Neighbourhood Centre, C2 Environmental Conservation, R1 General Residential (Oran Park Precinct), R2 Low Density Residential, R3 Medium Density Residential, RE1 Public Recreation and SP2 Infrastructure zones.
- D The Developer is prepared to make Development Contributions to the Council in accordance with this Deed in connection with the LEP Amendment and the carrying out of the Pondicherry Precinct Development, the Pondicherry Precinct Additional Development, the Oran Park Additional Development, the Tranche 41 Development and the Tranche 41 Additional Development.

**Pondicherry Precinct (excluding Tranche 41) & Combined
Development Lot Threshold Planning Agreement**

Camden Council

Greenfields Development Company No.2 Pty Ltd

Leppington Pastoral Co Pty Ltd

Operative provisions

Part 1 - Preliminary

1 Interpretation

1.1 In this Deed the following definitions apply:

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

Approval includes approval, consent, licence, permission or the like.

Authority means the Commonwealth or New South Wales government, a Minister of the Crown, a government department, a public authority established by or under any Act, a council or county council constituted under the *Local Government Act 1993*, or a person or body exercising functions under any Act including a commission, panel, court, tribunal and the like.

Bank Guarantee means an irrevocable and unconditional undertaking without any expiry or end date in favour of the Council to pay an amount or amounts of money to the Council on demand issued by:

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

Charge means the charge referred to in clause 36.1.

Charge Land means land comprising Lot 401 in Deposited Plan 1223631, or such other land as is accepted as the Charge Land under clause 35.

Claim includes a claim, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding or right of action.

Clearance Certificate means a clearance certificate issued by the Commissioner for Taxation under paragraph 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth).

Combined Development means the Pondicherry Precinct Development, the Pondicherry Precinct Additional Development, the Tranche 41 Development, the Tranche 41 Additional Development, the Oran Park Development and the Oran Park Additional Development.

Contribution Value in relation to a Development Contribution Item means the \$ amount specified in Column 7 of the table in Schedule 1 in respect of that Development Contribution Item or as agreed between the Parties as the

**Pondicherry Precinct (excluding Tranche 41) & Combined
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value of the Development Contribution Item indexed quarterly from the date specified in Column 7 of the table in Schedule 1 in accordance with the CPI.

Cost means a cost, charge, expense, outgoing, payment, fee and other expenditure of any nature.

CPI means the *Consumer Price Index (All Groups – Sydney)* published by the Australian Bureau of Statistics.

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

Defect means anything that adversely affects, or is likely to adversely affect, the appearance, structural integrity, functionality or use or enjoyment of a Work or any part of a Work.

Defects Liability Period means the period of 1 year commencing on the day immediately after a Work is completed for the purposes of this Deed.

Design Approval and Maintenance Schedule means the table in Schedule 2.

Development Application has the same meaning as in the Act.

Development Consent has the same meaning as in the Act.

Development Contribution means a monetary contribution, the dedication of land free of cost, the carrying out of work, or the provision of any other material public benefit, or any combination of them, to be used for, or applied towards a public purpose, but does not include any Security or other benefit provided by a Party to the Council to secure the enforcement of that Party's obligations under this Deed for the purposes of s7.4(3)(g) of the Act.

Development Contribution Item means an item of Development Contribution specified in Column 1 of Schedule 1 or otherwise as agreed between the Parties in accordance with this Deed.

Dispute means a dispute or difference between the Parties under or in relation to this Deed.

ELNO has the meaning given to that term in the Participation Rules.

Equipment means any equipment, apparatus, vehicle or other equipment or thing to be used by or on behalf of the Developer in connection with the performance of its obligations under this Deed.

Final Lot means a lot created in the Combined Development, or any part of it, for separate residential occupation and disposition or a lot of a kind or created for a purpose that is otherwise agreed by the Parties, not being a lot created by a subdivision of the land:

- (a) that is to be dedicated or otherwise transferred to the Council, or
- (b) on which is situated a dwelling-house that was in existence on the date of this Deed.

Force Majeure means any event or circumstance not within the control of the party claiming Force Majeure, and which, by exercise of reasonable diligence, that party was and is not reasonably able to prevent or overcome, including:

- (a) an act of God including but not limited to any pandemic or epidemic;
- (b) a strike, lock out or other industrial disturbance;

**Pondicherry Precinct (excluding Tranche 41) & Combined
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- (c) an act of an enemy or terrorist, including war, blockade or insurrection;
- (d) an act of any third party, including any accidental or malicious act, or vandalism; or
- (e) a riot or civil disturbance.

Foreign Resident Capital Gains Withholding Amount mean the amount a purchaser is required to pay to the Commissioner for Taxation under paragraph 14-200 of the *Taxation Administration Act 1953* (Cth).

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* (NSW).

LEP means the *Camden Local Environmental Plan 2010*.

LEP Amendment means an amendment to the LEP as a result of the Planning Proposal.

Maintain, in relation to a Work, means keep in a good state of repair and working order, and includes repair of any damage to the Work.

Maintenance Period, in relation to a Work, means the period of specified in Column 5 of the table in Schedule 2 commencing on the day immediately after a Work is completed for the purposes of this Deed.

Net Developable Area or **NDA** means the area, in hectares, which is proposed to be developed for residential purposes and in respect of a Stage, means such area, in hectares, of the Stage.

Oran Park Additional Development means development, within the meaning of the Act, of the Oran Park Land involving subdivision of the Oran Park Land to create any Final Lot over 7,756 Final Lots.

Oran Park Development means the development, within the meaning of the Act, of the Oran Park Land the subject of the Oran Park Planning Agreement.

Oran Park Land means the land to which the Oran Park Planning Agreement applies.

Oran Park Planning Agreement means the planning agreement under s7.4 of the Act entered into between the Developer, Landowner, Greenfields Development Company Pty Limited, Landcom and Camden Council on 22 September 2011 titled '*Oran Park Urban Release Area Planning Agreement*' as amended from time to time.

Participation Rules means the participation rules as determined by the *Electronic Conveyancing National Law* (NSW).

Party means a party to this Deed.

PEXA means Property Exchange Australia Ltd.

Planning Proposal means the document prepared under s3.33 of the Act dated December 2022 and the subject of a gateway determination under

Pondicherry Precinct (excluding Tranche 41) & Combined Development Lot Threshold Planning Agreement

Camden Council

Greenfields Development Company No.2 Pty Ltd

Leppington Pastoral Co Pty Ltd

s3.34 of the Act proposing amendments to the *State Environmental Planning Policy (Precincts – Western Parkland City) 2021* in respect of the Pondicherry Precinct Land to introduce B1 Neighbourhood Centre, C2 Environmental Conservation, R1 General Residential (Oran Park Precinct), R2 Low Density Residential, R3 Medium Density Residential, RE1 Public Recreation and SP2 Infrastructure zones.

Pondicherry Precinct Additional Development means development, within the meaning of the Act, of the Pondicherry Precinct Land involving the subdivision of the Pondicherry Precinct Land to create any Final Lot over 2,200 Final Lots, the subject of Development Consent (as modified from time to time) granted as a consequence of the making of the LEP Amendment.

Pondicherry Precinct Development means development, within the meaning of the Act, of the Pondicherry Precinct Land involving the subdivision of the Pondicherry Precinct Land to create up to 2,200 Final Lots and associated works, the subject of Development Consent (as modified from time to time) granted as a consequence of the making of the LEP Amendment.

Pondicherry Precinct Land means that land identified in the Plan contained at Schedule 4, and includes any lot created by the subdivision or consolidation of that land.

Rectification Notice means a notice in writing:

- (a) identifying the nature and extent of a Defect,
- (b) specifying the works or actions that are required to Rectify the Defect,
- (c) specifying the date by which or the period within which the Defect is to be rectified.

Rectify means rectify, remedy or correct.

Regulation means the *Environmental Planning and Assessment Regulation 2021 (NSW)*.

Secondary Recreation Contact has the same meaning as the term '*Incidental contact (secondary contact)*' as used in the document '*Guidelines for Managing Risks in Recreational Water*' published by the Australian Government National Health and Medical Research Council dated February 2008 as amended and replaced from time to time.

Secondary Recreation Contact Contribution means the monetary Development Contribution Item 90 and Item 91.

Security means a Bank Guarantee, or a bond or other form of security to the satisfaction of the Council indexed in accordance with the CPI from the date of this Deed.

Stage means a stage of the Pondicherry Precinct Development as shown on the Works Plan or as otherwise approved in writing by the Council for the purposes of this Deed.

Subdivision Certificate has the same meaning as in the Act.

Tranche 41 Additional Development means the development, within the meaning of the Act, of the Tranche 41 Land involving subdivision of the Tranche 41 Land to create any Final Lot over 460 Final Lots

**Pondicherry Precinct (excluding Tranche 41) & Combined
Development Lot Threshold Planning Agreement**

Camden Council

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Leppington Pastoral Co Pty Ltd

Tranche 41 Development means the development, within the meaning of the Act, of the Tranche 41 Land the subject of the Tranche 41 Planning Agreement.

Tranche 41 Land means the land to which the Tranche 41 Planning Agreement applies.

Tranche 41 Planning Agreement means the planning agreement under s7.4 of the Act entered into between the Developer, Landowner and Council on 2 September 2021 titled '*Pondicherry Part Precinct (Tranche 41) Planning Agreement*', as amended from time to time.

Visual Amenity Contact Standard has the same meaning as the term '*No contact (aesthetic uses)*' as used in the document *Guidelines for Managing Risks in Recreational Water* published by the Australian Government National Health and Medical Research Council dated February 2008 as amended or replaced from time to time.

Work means the physical result of any building, engineering or construction work in, on, over or under land.

Works Plan means the plan in Schedule 3.

- 1.2 In the interpretation of this Deed, 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 Deed.
 - 1.2.2 A reference in this Deed 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 Deed 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 Deed to dollars or \$ means Australian dollars and all amounts payable under this Deed are payable in Australian dollars.
 - 1.2.5 A reference in this Deed to a \$ value relating to a Development Contribution is a reference to the value exclusive of GST.
 - 1.2.6 A reference in this Deed to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
 - 1.2.7 A reference in this Deed to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
 - 1.2.8 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Deed.
 - 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.

**Pondicherry Precinct (excluding Tranche 41) & Combined
Development Lot Threshold Planning Agreement**

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Leppington Pastoral Co Pty Ltd

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- 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 Deed includes the agreement recorded in this Deed.
 - 1.2.14 A reference to a Party to this Deed includes a reference to the employees, agents and contractors of the Party, the Party's successors and assigns.
 - 1.2.15 A reference to 'dedicate' or 'dedication' in relation to land is a reference to dedicate or dedication free of cost.
 - 1.2.16 Any schedules, appendices and attachments form part of this Deed.
 - 1.2.17 Notes appearing in this Deed are operative provisions of this Deed.

2 Status of this Deed

- 2.1 This Deed is a planning agreement within the meaning of s7.4(1) of the Act.
- 2.2 The Developer and the Landowner agree that on and from the date they each execute this Deed until the date on which this deed commences in accordance with clause 3, clauses 36, 37, 38 and 45 of this Deed operates as a deed poll by the Developer and Landowner in favour of the Council.

3 Commencement

- 3.1 This Deed commences and has force and effect on and from the date when the Parties have:
 - 3.1.1 all executed the same copy of this Deed, or
 - 3.1.2 each executed separate counterparts of this Deed and exchanged the counterparts.
- 3.2 The Parties are to insert the date when this Deed commences on the front page and on the execution page.

4 Application of this Deed

- 4.1 This Deed applies to:
 - 4.1.1 the LEP Amendment, Pondicherry Precinct Land and the Pondicherry Precinct Development, and
 - 4.1.2 the Tranche 41 Development to the extent referred to in Schedule 1, and
 - 4.1.3 the Pondicherry Precinct Additional Development, the Oran Park Additional Development and the Tranche 41 Additional Development to the extent referred to in clause 8.1; and

Pondicherry Precinct (excluding Tranche 41) & Combined Development Lot Threshold Planning Agreement

Camden Council

Greenfields Development Company No.2 Pty Ltd

Leppington Pastoral Co Pty Ltd

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- 4.1.4 the development of any Final Lot in the Combined Development that exceeds the Combined Development Lot Threshold to the extent referred to in clause 10.

5 Warranties

- 5.1 The Parties warrant to each other that they:
- 5.1.1 have full capacity to enter into this Deed, and
 - 5.1.2 are able to fully comply with their obligations under this Deed.

6 Further agreements

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

7 Surrender of right of appeal, etc.

- 7.1 The Developer and Landowner are not to commence or maintain, or to cause or procure the commencement or maintenance, of any proceedings in any court or tribunal or similar body appealing against, or questioning the validity of this Deed, or an Approval relating to the Combined Development, or any part of it in so far as the subject-matter of the proceedings relates to this Deed.

8 Application of s7.11, s7.12 and Division 7.1, Subdivision 4 of the Act to the Development

- 8.1 This Deed excludes the application of s7.11 and s7.12 of the Act to the Pondicherry Precinct Development, the Pondicherry Precinct Additional Development, the Oran Park Additional Development and the Tranche 41 Additional Development.
- 8.2 This Deed does not exclude the application of Division 7.1, Subdivision 4 of the Act to the development referred to in clause 8.1.

Part 2 – Development Contributions

9 Provision of Development Contributions

- 9.1 The Developer and Landowner are to make Development Contributions to the Council in accordance with Schedule 1, any other provision of this Deed relating to the making of Development Contributions and otherwise to the satisfaction of the Council.

**Pondicherry Precinct (excluding Tranche 41) & Combined
Development Lot Threshold Planning Agreement**

Camden Council

Greenfields Development Company No.2 Pty Ltd

Leppington Pastoral Co Pty Ltd

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- 9.2 Any Contribution Value specified in this Deed in relation to a Development Contribution comprising the carrying out of Work or dedication of land does not serve to define the extent of the Developer's and Landowner's obligation to make those Development Contribution.
- 9.3 The Council is to apply each Development Contribution made by the Developer and Landowner under this Deed towards the public purpose for which it is made and otherwise in accordance with this Deed.
- 9.4 Despite clause 9.3, the Council may only apply a Development Contribution made under this Deed towards a public purpose other than the public purpose specified in this Deed if:
- 9.4.1 the Council is unable to apply a Development Contribution for the public purpose specified in this Deed due to a reason that is outside of the control of the Council (e.g. if the Council is prohibited from doing so by law); or
- 9.4.2 the Council reasonably considers that the public interest would be better served by applying the Development Contribution towards that other purpose rather than the purpose so specified, provided that the Council reasonably considers that the new public purpose better serves the Development and that the Developer is consulted as to the proposed change in public purpose prior to the Council making any decision in that regard.
- 9.5 For the purposes of item 23 in Schedule 1 of the Tranche 41 VPA, the Parties acknowledge and agree that this Deed is a separate planning agreement under s7.4 of the Act referred to in Column 5 of that item, that this Deed is entered into for the provision of active recreation facilities at Pondicherry (as that term is defined in the Tranche 41 VPA) prior to the time that item is required to be paid and that, by entering into this Deed, the Developer is not required to provide item 23 in Schedule 1 of the Tranche 41 VPA as a Development Contribution under that document.

10 Development Contributions Where Combined Development Lot Threshold Exceeded

- 10.1 In this clause 10:
- Additional Lots Contribution*** means an Additional Lots Land Contribution or an Additional Lots Monetary Contribution,
- Additional Lots Land Contribution*** means:
- (a) in relation to a Final Lot in the Combined Development created for the purpose of a dwelling-house or another type of residential development not specified in paragraphs (b) or (c) of this definition – 150 square metres,
- (b) in relation to a Final Lot in the Combined Development created for the purpose of attached dwellings or multi-dwelling housing – 110 square metres,
- (c) in relation to a Final Lot in the Combined Development created for the purpose of a residential flat building – 75 square metres,
- Additional Lots Monetary Contribution*** means:

Pondicherry Precinct (excluding Tranche 41) & Combined Development Lot Threshold Planning Agreement

Camden Council

Greenfields Development Company No.2 Pty Ltd

Leppington Pastoral Co Pty Ltd

-
- (a) in relation to a Final Lot in the Combined Development created for the purpose of a dwelling-house or another type of residential development not specified in paragraphs (b) or (c) of this definition – \$60,000,
 - (b) in relation to a Final Lot in the Combined Development created for the purpose of attached dwellings or multi-dwelling housing – \$45,000,
 - (c) in relation to a Final Lot in the Combined Development created for the purpose of a residential flat building – \$30,000.

Combined Development Lot Threshold means 10,416 Final Lots in the Combined Development.

- 10.2 The Developer and Landowner are to make an Additional Lots Contribution in accordance with this clause 10 in respect of the creation of each Final Lot in the Combined Development exceeding the Combined Development Lot Threshold.
- 10.3 The Developer is to notify the Council in writing prior to making an application for a Subdivision Certificate authorising the creation of one or more Final Lots in the Combined Development exceeding the Combined Development Lot threshold.
- 10.4 The Developer's notice under clause 10.3 is to specify:
 - 10.4.1 the number of Final Lots that will exceed the Combined Development Lot Threshold, and
 - 10.4.2 the purpose for which each of those Final lots will be created by reference to the type of development that will be carried out on each of them.
- 10.5 Upon receipt of the notice referred to in clause 10.2, the Council is use reasonable endeavours to notify the Developer and Landowner within twenty (20) business days :
 - 10.5.1 whether the Developer and Landowner are required to make:
 - (a) an Additional Lots Land Contribution or an Additional Lots Monetary Contribution in respect of each Final Lot the subject of the notice that will exceed the Combined Development Lot Threshold, or
 - (b) a combination of Additional Lots Land Contributions and Additional Lots Monetary Contributions in respect of the Final lots the subject of the notice,
 - 10.5.2 the public purpose(s) for which the Additional Lots Contributions the subject of the notice is to applied towards, and
 - 10.5.3 in respect of any Additional Lots Land Contribution the subject of the notice, the specific location of the land to be dedicated.
- 10.6 The Developer and Landowner are to comply with the Council's notice under clause 10.5 irrespective of whether the notice was provided to the Developer and Landowner within the time referred to in that clause.
- 10.7 Any Additional Lots Monetary Contribution is to be indexed quarterly from the date of this Deed until the date of payment in accordance with the CPI.
- 10.8 Any Additional Lots Land Contribution dedicated by the Landowner is to be located generally in the area shown as DOS in the Works Plan.

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11 [NOT USED]

12 Payment of monetary Development Contributions

- 12.1 A monetary Development Contribution is made for the purposes of this Deed when the Council receives the full amount of the contribution payable under this Deed 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.

13 Dedication of land

- 13.1 A Development Contribution comprising the dedication of land is made for the purposes of this Deed when:

13.1.1 the Council is provided with:

- (a) a Clearance Certificate that is valid at the time of dedication of land, or
- (b) the Foreign Resident Capital Gains Withholding Amount in respect of the land to be dedicated, and

13.1.2 one of the following has occurred:

- (a) a deposited plan is registered in the register of plans held with the Registrar-General that dedicates land as a public road (including a temporary public road) under the *Roads Act 1993* (NSW) or creates a public reserve or drainage reserve under the *Local Government Act 1993* (NSW) , or
- (b) the Council is given:
 - (i) an instrument in registrable form under the *Real Property Act 1900* duly executed by the registered proprietor as transferor that is effective to transfer the title to the land to the Council when executed by the Council as transferee and registered,
 - (ii) the written consent to the registration of the transfer of any person whose consent is required to that registration, and
 - (iii) a written undertaking from any person holding the certificate of title to the production of the certificate of title for the purposes of registration of the transfer, Or
- (c) the Council is given evidence that a transfer has been effected by means of electronic lodgement through PEXA or another ELNO.

- 13.2 The Landowner is to do all things reasonably necessary to enable registration of the instrument of transfer to occur.

- 13.3 The Landowner is to ensure that land dedicated to the Council under this Deed is free of all encumbrances and affectations (whether registered or

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unregistered and including without limitation any charge or liability for rates, taxes and charges) except as otherwise agreed in writing by the Council.

- 13.4 If, having used all reasonable endeavours, the Landowner cannot ensure that land to be dedicated to the Council under this Deed is free from all encumbrances and affectations, the Landowner may request that Council agree to accept the land subject to those encumbrances and affectations, but the Council may withhold its agreement in its absolute discretion.
- 13.5 Despite any other provision of this Deed, if the Landowner is required to dedicate land to the Council on which the Developer is also required to carry out a Work under this Deed, the Landowner is to comply with clause 13.1.2(b) not later than 7 days after the Work is completed for the purposes of this Deed

14 Work Health & Safety Obligations

Definitions

- 14.1 In this clause:

Designer means a person referred to in s22(1) of the WHS Act.

Principal Contractor means a person with whom the Developer has entered into an agreement to construct, install or commission a Work required to be provided by the Developer under this Deed.

Supplier means a person referred to in s25(1) of the WHS Act.

WHS Act means the *Work Health & Safety Act 2011* (NSW) and includes any regulations made under that Act.

Work means a Work required to be provided by the Developer under this Deed.

Workplace has the same meaning as in the WHS Act.

Relationship to WHS Act

- 14.2 In the event of any inconsistency between an obligation imposed by or under the WHS Act and an obligation imposed by this clause 14, the obligation imposed by or under the WHS Act will prevail to the extent of the inconsistency.

General obligation to comply with WHS Act

- 14.3 The Developer must:
- 14.3.1 ensure compliance with the WHS Act relating to the design of a Work, and
 - 14.3.2 ensure, and must procure that the Principal Contractor ensures, compliance with the WHS Act relating to the supply, construction, installation or commissioning of a Work.
- 14.4 Clauses 14.5 – 14.12 apply without limiting the generality of the obligation imposed by clause 14.3.

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Management & control of workplace where Work is to be provided

- 14.5 In so far as the Developer or the Principal Contractor has management or control of the Workplace where a Work is required to be provided, the Developer must ensure or procure that the Principal Contractor ensures, so far as is reasonably practicable, that the Workplace, and the means of entering and exiting the Workplace, and anything arising from the Workplace, are without risks to the health and safety of any person.

Management & control of fixtures, fittings & plant where Works are carried out

- 14.6 In so far as the Developer or the Principal Contractor has the management or control of fixtures, fittings or plant, in whole or in part, at a Workplace where a Work is required to be provided, the Developer is to ensure or procure that the Principal Contractor ensures, so far as is reasonably practicable, that the fixtures, fittings and plant are without risks to the health and safety of any person.

Design of Work

- 14.7 In respect of a Work to which clause 16 applies, the Developer must provide to the Council a copy of the final design of a Work, certified by the Designer, before the Work is constructed, installed or commissioned.
- 14.8 In respect of a Work to which clause 16 applies, the Developer must ensure that the Designer of a Work ensures, so far as is reasonably practicable, that the Work is designed to be without risks to the health and safety of persons as required by the WHS Act.
- 14.9 Without limiting the obligation imposed by clause 14.8, the Developer must ensure that the Designer of a Work ensures that the Work is designed in accordance with the applicable provisions of the document titled '*Safe Design of Structures - Code of Practice*' dated October 2018 published by Safe Work Australia or any document which is substituted for or replaces that document.
- 14.10 The Developer's obligation under clause 14.8 applies irrespective of whether the design of the Work required the Council's approval or the Council was consulted in the preparation of the design.
- 14.11 The Developer must ensure that the Designer provides to the Council adequate, current and relevant information about the design of a Work as required by the WHS Act.

Construction, installation & supply of Work

- 14.12 The Developer must ensure or procure that the Principal Contractor ensures, so far as is reasonably practicable, that the way a Work is supplied, installed, constructed or commissioned ensures that it is without risks to the health and safety of persons as required by the WHS Act.
- 14.13 The Developer must ensure or procure that the Principal Contractor ensures that the Supplier of any part of a Work provides to the Council adequate, current and relevant information about the Work as required by the WHS Act.

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15 Carrying out of Work

- 15.1 Without limiting any other provision of this Deed, any Work that is required to be carried out by the Developer under this Deed is to be carried out in accordance with any design or specification specified or approved by the Council, any relevant Approval and any other applicable law.
- 15.2 Subject to clause 15.3, the Developer, at its own cost, is to comply with any reasonable direction given to it by the Council to prepare or modify a design or specification relating to a Work that the Developer is required to carry out under this Deed.
- 15.3 If the Council requires the Developer to prepare or modify a design or specification relating to a Work that the Developer is required to carry out under this Deed after:
 - 15.3.1 the approval of the relevant design or specification by the Council in accordance with clause 16 of this Deed; or
 - 15.3.2 any relevant Approval from an Authority for the Work has been granted,
 the Council must bear, at its sole cost, any additional costs incurred by the Developer in complying with the requirements of the Council with respect to the modification to a design or specification, or relevant Approval.

16 Approval of design of Work

- 16.1 This clause 16 applies to a Development Contribution Item comprising a Work for which 'Yes' is specified in Column 3 of the table in the Design Approval and Maintenance Schedule corresponding to the item, or for which Development Consent has not yet been granted as at the date of this Deed.
- 16.2 Prior to lodging any application seeking Approval for a Work (including any Development Application), the Developer is to obtain the Council's approval under this clause for the design and specifications for the Work unless otherwise agreed in writing by the Council in relation to the Work.
- 16.3 Prior to commencing design of a Work, the Developer is to request that the Council provide the Developer with its requirements for the location (generally in accordance with the Works Plan), design, materials and specifications for the provision of the Work.
- 16.4 When requesting Council's requirements under clause 16.3, the Developer may provide a proposal, including preliminary concept designs, to assist Council in preparing its requirements.
- 16.5 The Council is to provide the Developer with its requirements for the Work in writing within 40 business days of receiving the request under clause 16.3.
- 16.6 Once the Developer receives the Council's requirements for a Work under clause 16.5, the Developer is to provide the initial design for the Work to Council for the Council's approval.
- 16.7 If Council does not provide the requirements for the works within the timeframe specified in clause 16.5, the Developer may proceed to prepare and lodge the initial design of the work.

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- 16.8 The Council is to advise the Developer in writing whether it approves of the initial design of the Work within 40 business days of receiving the initial design from the Developer.
- 16.9 The Developer is to make any change to the initial design for the Work required by the Council.
- 16.10 Once the initial design for a Work is approved, the Developer must submit a full copy of the draft application for Approval for the Work to Council and seek written certification from Council that the application for Approval is consistent with the approved initial design of the Work, and the Council must either provide the written certification, or advise the Developer that it will not provide the written certification and the reasons why, within 14 days.
- 16.11 Subject only to clause 16.12, the Developer is not to lodge any application for Approval for a Work to which this clause 14 applies unless:
- 16.11.1 the Council has first approved the initial design for the Work; and
- 16.11.2 Council has provided its written certification under clause 16.10 for that application.
- 16.12 Notwithstanding clause 16.11:
- 16.12.1 if Council does not provide a response to the initial design submitted by the Developer within the time frame required in clause 16.8, the Developer may lodge an application for an Approval for the Work consistent with the initial design submitted to Council, and
- 16.12.2 if Council does not provide a response the draft application for Approval for the Work within the time frame required in clause 16.10, the Developer may lodge the application for an Approval for the Work consistent with the initial design approved by the Council.
- 16.13 The Developer is to bear all Costs associated with obtaining the Council's approval or certification under this clause.
- 16.14 Following Approval being issued for a Work, the Developer is to work with Council in the preparation of the detailed design for it and submit the detailed design to the Council for its approval.
- 16.15 Subject to clause 16.19, the Developer is not to lodge any application for a Construction Certificate for a Work, with any Certifying Authority, unless the Council has first approved the detailed design for the Work, and provided its written certification that the application for a Construction Certificate is consistent with the approved detailed design of the Work.
- 16.16 The Council is to provide the written certification referred to in clause 16.15, or notify the Developer that it will not provide the written certification and the reasons why, within 14 days of being provided with a copy of the application for a Construction Certificate by the Developer.
- 16.17 Council's written certification specified in clause 16.15 shall specify any particular milestones of construction of a Work and if so, the Developer is to provide the Council with a minimum of 24 hours' notice prior to commencing a particular milestone and allow the Council access to the relevant land to inspect the Work.
- 16.18 Subject to clause 16.19, an application for a Construction Certificate for a Work is to be accompanied by the written certification referred to in clause 16.16 when lodged with the Certifying Authority.

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- 16.19 Notwithstanding clauses 16.15 and 16.18 if Council does not provide a response to the detailed design submitted by the Developer within the time frame required in clause 16.16, the Developer may lodge an application for a Construction Certificate for the Work consistent with the detailed design submitted to Council.
 - 16.20 For the avoidance of doubt, nothing in this clause operates to fetter the Council's discretion, as consent authority, in determining any application for Approval for the Work

17 Maintenance Regime and Vegetation Management Plan

- 17.1 This clause does not apply to Development Contribution Items WB1, WB2, WB3, W1, W2, W3 and W4.
- 17.2 If 'Yes' is specified in Column 4 of the Design Approval and Maintenance Schedule in respect of a Work specified in Column 1, then the Developer is to prepare:
 - 17.2.1 a detailed maintenance regime for that Work for the Maintenance Period specified in Column 5 of that Schedule corresponding to that Work, and
 - 17.2.2 a detailed costings, prepared by a suitably qualified person, for the carrying out of the maintenance regime.
- 17.3 If 'Yes' is specified in Column 6 of the Design Approval and Maintenance Schedule in respect of a Work specified in Column 1 then the Developer is to prepare a draft Vegetation Management Plan for the land on which the Work is to be located.
- 17.4 A detailed maintenance regime and costings prepared under clause 17.1, and a draft Vegetation Management Plan prepared under clause 17.3 are to be provided to the Council for the Council's approval at the following times:
 - 17.4.1 if design approval is required under clause 16 – at the same time as it provides the initial design for the Work to the Council,
 - 17.4.2 if design approval is not required under clause 16 – within 1 month of the Developer obtaining Development Consent from the relevant Authority for the relevant Work, or 1 month after the commencement of the Deed, whichever is later.
- 17.5 The Council is to advise the Developer in writing whether it approves of the detailed maintenance regime, detailed costings and draft Vegetation Management Plan within 1 month of receiving them from the Developer.
- 17.6 The Developer is to make any change to the detailed maintenance regime, detailed costings and draft Vegetation Management Plan required by the Council and re-submit them to the Council for approval and clause 17.5 re-applies to the amended documents.

18 Maintenance regime of lakes, wetlands and associated infrastructure

- 18.1 This clause applies to Development Contribution Items WB1, WB2, WB3, W1, W2, W3 and W4.

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- 18.2 In respect of each Development Contribution Item to which this applies, the Developer is to prepare:
- 18.2.1 a detailed maintenance regime for the Work for the Maintenance Period specified in Column 5 of that Schedule corresponding to that Work, and
- 18.2.2 a detailed costing, prepared by a suitably qualified person, for the carrying out of the maintenance regime.
- 18.3 In respect of each Development Contribution Item to which this applies the Developer is to prepare a draft Vegetation Management Plan for the land on which the Work is to be located.
- 18.4 The detailed maintenance regime and costings prepared under clause 18.2 are to include details of the following matters in respect of each year of the Maintenance Period:

Year of Maintenance Period	Maintenance obligations of Developer	Maintenance obligations of Council
1 st year	<ul style="list-style-type: none"> • Maintenance of terrestrial systems • Maintenance of aquatic systems (including mechanical and hydraulic systems, pumps, in-lake vegetation and in-wetland vegetation) • Water quality monitoring and reporting to enable maintenance of Visual Amenity Contact Standard • Water sample monitoring and reporting to enable maintenance of Visual Amenity Contact Standard • If fully automated sampling technology is used, details of installation and maintenance of such technology 	Nil
2 nd year	<ul style="list-style-type: none"> • Maintenance of terrestrial systems • Maintenance of aquatic systems (including mechanical and hydraulic systems, pumps, in-lake vegetation and in-wetland vegetation) • Water quality monitoring • Water sample monitoring • If fully automated sampling technology is used, details of installation and maintenance of such technology 	Nil

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3 rd year	<ul style="list-style-type: none"> Maintenance of aquatic systems (including mechanical and hydraulic systems, pumps, in-lake vegetation and in-wetland vegetation) Water quality monitoring Water sample monitoring If fully automated sampling technology is used, details of installation and maintenance of such technology Developer and Developer's staff and consultants to provide advice, knowledge transfer and assistance to Council in respect of maintenance as and when requested by Council. 	<ul style="list-style-type: none"> Maintenance of terrestrial systems
4 th year	Developer and Developer's staff and consultants to provide advice, knowledge transfer and assistance to Council in respect of maintenance as and when requested by Council.	<ul style="list-style-type: none"> Maintenance of terrestrial systems Maintenance of aquatic systems (including mechanical and hydraulic systems, pumps, in-lake vegetation and in-wetland vegetation)
5 th year	Developer and Developer's staff and consultants to provide advice, knowledge transfer and assistance to Council in respect of maintenance as and when requested by Council.	<ul style="list-style-type: none"> Maintenance of terrestrial systems Maintenance of aquatic systems (including mechanical and hydraulic systems, pumps, in-lake vegetation and in-wetland vegetation)

18.5 A detailed maintenance regime and costings prepared under clause 18.2, and a draft Vegetation Management Plan prepared under clause 18.3 are to be provided to the Council for the Council's approval at the following times:

- 18.5.1 if design approval is required under clause 16 – at the same time as it provides the initial design for the Work to the Council;
- 18.5.2 if design approval is not required under clause 16 – within 1 month of the Developer obtaining Development Consent from the relevant Authority for the relevant Work, or 1 month after the commencement of the Deed, whichever is later.

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- 18.6 The Council is to advise the Developer in writing whether it approves of the detailed maintenance regime, detailed costings and draft Vegetation Management Plan within 1 month of receiving them from the Developer.
- 18.7 The Developer is to make any change to the detailed maintenance regime, detailed costings and draft Vegetation Management Plan required by the Council and re-submit them to the Council for approval and clause 18.6 re-applies to the amended documents.
- 18.8 The Developer and the Council are responsible for their own Costs in carrying out their respective maintenance obligations specified in the table in clause 18.4 except as provided in clauses 18.9 and 18.10.
- 18.9 The Developer is responsible for all Costs, including any Costs incurred by the Council, associated with the operation of the recirculation system in respect of Development Contribution Items WB1, WB2 and WB3 during the Maintenance Period, including electricity Costs and Costs associated with maintenance, repair and replacement of plant and equipment. The Developer is to pay such Costs incurred by Council within 7 days of a written demand by the Council for such payment.
- 18.10 The Developer, at its own Cost, is to provide advice and training to the Council staff in the 1st and 2nd years of the Maintenance Period of Development Contribution Items WB1, WB2, WB3, W1, W2, W3 and W4.
- 18.11 The Developer is to pay to Council the Costs incurred by the Council during the 3rd, 4th and 5th years of the Maintenance Period of Development Contribution Items WB1, WB2, WB3, W1, W2, W3 and W4 in relation to obtaining advice from the Developer's consultants, as follows:
- (a) all Costs up to a total of \$100,000.00 (ex GST) for the 3rd, 4th and 5th years inclusive, and
 - (b) 50% of all Costs above \$100,000.00 (ex GST),
- and payment is to be made within 7 days of a written demand by the Council for such payment.
- 18.12 Within 30 days of the end of each year of the Maintenance Period for Development Contribution Items WB1, WB2, WB3, W1, W2, W3 and W4, the Developer is to provide a written report to the Council of the actual costs incurred by the Developer in carrying out its maintenance obligations specified in the table in clause 18.4 for that year of the Maintenance Period, supported by invoices or other written evidence reasonably required by the Council.

**19 Secondary Recreation Contact Contribution for WB1,
WB2 and WB3**

- 19.1 The Parties acknowledge and agree that until the date that is the third anniversary of the date of the completion of construction of Development Contribution Items WB1, WB2 and WB3 under this Deed, the governing body of the Council may, at its sole discretion, decide whether to allow Secondary Recreation Contact to occur in the lakes comprising Development Contribution Items WB1, WB2 and WB3.
- 19.2 If the governing body of Council makes the resolution referred to in clause 19.1 then, subject to the Council obtaining all relevant Approvals (if any) for

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such Secondary Recreation Contact and Council providing the Developer with a copy of that resolution, the Developer is to pay to the Council the Secondary Recreation Contact Contribution.

19.3 For the purposes of clause 19.2, the Council is to notify the Developer in writing when it has obtained all relevant Approvals, or that no Approvals are required, for the Secondary Recreation Contact.

19.4 In respect of the Secondary Recreation Contact Contribution Item 91, the amount to be paid is to be the lesser of \$485,000 and the amount calculated using the following formula:

A = 5 x Average Actual Costs

Where:

A is the amount to be paid for Item 91,

Average of Actual Costs means the sum of the actual costs incurred by the Developer in carrying out the maintenance obligations for the 1st, 2nd and 3rd year of the Maintenance Period as set out in the table in Clause 18.4, divided by 3.

20 Variation to Work

20.1 The design or specification of any Work, or the staging of that Work, that is required to be carried out by the Developer under this Deed may be varied by agreement in writing between the Parties, acting reasonably, without the necessity for an amendment to this Deed

20.2 Without limiting clause 20.1, the Developer may make a written request to the Council to approve a variation to the design or specification of a Work in order to enable it to comply with the requirements of any Authority imposed in connection with any Approval relating to the carrying out of the Work.

20.3 The Council is not to unreasonably delay or withhold its approval to a request made by the Developer under clause 20.2.

20.4 The Council, acting reasonably, may from time to time give a written direction to the Developer requiring it to vary the design or specification of a Work and submit the variation to the Council for approval. Subject to clause 20.5, the Developer is to promptly comply with any such direction at its own cost.

20.5 If Council requests a variation to a Work after a Construction Certificate has been issued for the Work, then the Council must pay to the Developer an amount equal to the increase in the costs of completing the Work which results from the variation requested by the Council.

20.6 The Council must pay the amount referred to in clause 20.5 to the Developer after the Work is complete, and within 28 days of receipt of a tax invoice for the amount claimed and documentation which demonstrates the increase in costs as a result of the variation requested by the Council.

20.7 The Developer may request that the Council approve a variation to the Development Contribution Items comprising a Work to be provided under this Deed.

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- 20.8 The Council, in its absolute discretion, may agree to a variation of the Development Contribution Items comprising a Work, provided that:
- 20.8.1 the variation does not result in the sum of the Contribution Values of all Development Contributions Items falling below the sum of the Contributions Values of all Development Contribution Items as at the date of this Deed; and
- 20.8.2 the variation is generally consistent with the intended objectives and outcomes of this Deed at the date of this Deed.
- 20.9 The Council is to act reasonably in determining whether to grant a variation to the staging of the provision of the Development Contribution Items.
- 20.10 If a variation is made to the Development Contribution Items pursuant to this clause, then Schedule 1 will be deemed to be amended to include the varied Contribution Items, and their Contribution Values.
- 20.11 A variation to the Development Contribution Items or the staging of the provision of the Development Contribution Items under this clause does not require a variation to this Deed.

21 Access to land by Developer

- 21.1 The Council is to permit the Developer, upon receiving reasonable prior notice from the Developer, to enter any Council owned or controlled land approved by the Council in order to enable the Developer to properly perform its obligations under this Deed.
- 21.2 Nothing in this Deed creates or gives the Developer any estate or interest in any part of the land referred to in clause 21.1.

22 Access to land by Council

- 22.1 The Council may enter any land on which Work is being carried out by the Developer under this Deed in order to inspect, examine or test the Work, or to remedy any breach by the Developer of its obligations under this Deed relating to the Work.
- 22.2 The Council is to give the Developer and Landowner prior reasonable notice before it enters land under clause 22.1.
- 22.3 In accessing the land, the Council must ensure that it complies with the reasonable directions of the Developer, including in respect to the protection of people and property.

23 Protection of people, property & utilities

- 23.1 The Developer is to ensure to the fullest extent reasonably practicable in relation to the performance of its obligations under this Deed that:
- 23.1.1 all necessary measures are taken to protect people and property,
- 23.1.2 unnecessary interference with the passage of people and vehicles is avoided, and

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- 23.1.3 nuisances and unreasonable noise and disturbances are prevented.
- 23.2 Without limiting clause 23.2, the Developer is not to obstruct, interfere with, impair or damage any public road, public footpath, public cycleway or other public thoroughfare, or any pipe, conduit, drain, watercourse or other public utility or service on any land except as authorised in writing by the Council or any relevant Authority.

24 Developer to Repair and Maintain Work

- 24.1 The Developer is to Maintain any Work required to be carried out by the Developer under this Deed until the Work is completed for the purposes of this Deed or such later time as agreed between the Parties.
- 24.2 The Developer is to carry out its obligation under clause 24.1 at its own cost and to the satisfaction of the Council.

25 Deferral of Work

- 25.1 Notwithstanding any other provision of this Deed, if the Developer forms the view at any time, that it is unable to make a Development Contribution comprising a Work by the time that Work is required to be completed under this Deed, then:
- 25.1.1 the Developer is to provide written notice to the Council to that effect;
- 25.1.2 the Developer is to provide the Council with a Security for 110% of the amount of Contribution Value that is equivalent to the proportion of the uncompleted part of the Work before the date on which the Work is required to be completed under this Deed;
- 25.1.3 the Developer is to provide to Council, for Council's approval, a revised completion date for the Work;
- 25.1.4 Council can approve, or not approve a revised completion date in its discretion, and if the Council does not approve the Developer's revised completion date for the Work, the Council and Developer are to negotiate in good faith and agree upon a revised completion date for the Work; and
- 25.1.5 the time for completion of the Work under this Deed will be taken to be the revised completion date approved by the Council under clause 25.1.4.
- 25.2 If the Developer complies with clause 25.1, then it will not be considered to be in breach of this Deed as a result of a failure to complete a Work by the time for completion of the Work specified in Column 6 of Schedule 1.
- 25.3 If the Work is not completed by the revised date for completion of the Work agreed under clause 25.1.5, then the Council may call on the Security to meet any of its costs incurred under this Deed in respect of the failure to complete the Work by the revised date for completion.
- 25.4 The Developer need not provide any additional Security under this clause if at the time the Security would be payable under this clause, Council holds Security under the other provisions of this Deed in an amount which covers

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the amount of Security required to be held under those other clauses, and the amount of Security required to be held under this clause.

- 25.5 If a party by reason of Force Majeure is delayed in performing or carrying out an obligation under this Deed and cannot perform or carry out the obligation by the time it is required to be performed or carried out, then that obligation is suspended for so long and to the extent that it is reasonably affected by the Force Majeure. In that case, the affected party must give notice to the other party with reasonable particulars including, so far as it is known, the probable extent to which the party will be reasonably delayed in performing or carrying out its obligations. A party is not liable for any reasonable delay in the performance of any of its obligations under this Deed to the extent that the delay is attributable to Force Majeure, regardless of the length of time for which the Force Majeure continues. For the avoidance of doubt, it is noted that a party to this Deed may still suffer damage which that party may seek to recover from a third party, due to a delay in the performance of an obligation under this Deed by a party to this document, attributable to circumstances amounting to Force Majeure which involve the third party.
- 25.6 If a party by reason of Force Majeure is unable to perform or carry out an obligation under this Deed then the parties are to meet and negotiate in good faith any reasonable amendments to this Deed.
- 25.7 Clauses 25.5 and 25.6 do not apply to any obligation to make a payment.

26 Completion of Work

- 26.1 When the Developer believes that a Development Contribution Item comprising a Work is complete, it must give the Council a written notice (**Completion Notice**) which:
- 26.1.1 specifies the Development Contribution Item to which it applies; and
- 26.1.2 states that it has been issued under this clause 26.1.
- 26.2 The Council must, and the Developer must permit the Council to, inspect the Development Contribution Item the subject of the Completion Notice in the presence of a representative of the Developer within twenty one (21) days of the date that the notice is given to the Council.
- 26.3 Within seven (7) days of inspecting a Development Contribution Item that is the subject of a Completion Notice, the Council must give the Developer a notice:
- 26.3.1 confirming that the Development Contribution Item has been completed in accordance with this Deed; or
- 26.3.2 advising:
- (a) that the Council does not accept that the Development Contribution Item has been completed in accordance with this Deed; and
- (b) the reasons for that non-acceptance and directing the Developer to complete, rectify or repair any specified part of the Work.

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- 26.4 For the avoidance of doubt, the Council may give more than one written notice under clause 26.3.2 if the Council reasonably considers that it is necessary to do so.
- 26.5 If the Council does not provide a notice under clause 26.3 within the time frame specified in that clause, the Development Contribution Item that is subject to the Completion Notice will be deemed to have been completed in accordance with this Deed.
- 26.6 If the Developer does not accept the matters contained in a notice issued by the Council under clause 26.3.2, then the Developer may, within 14 days of the notice:
- 26.6.1 serve notice on the Council to that effect, in which case the matter will be a Dispute; and
- 26.6.2 refer that Dispute immediately to the President of the Law Society and clauses 30.4 to 30.7 (inclusive) apply to that Dispute.
- 26.7 The Developer, at its Cost, is to promptly comply with:
- 26.7.1 a written notice under clause 26.3.2, if it does not serve notice on the Council under clause 26.6, or
- 26.7.2 the expert determination of the expert appointed by the President of the NSW Law Society under clause 30.4, if a Dispute has been referred under clause 26.6.2.
- 26.8 If:
- 26.8.1 the Council gives a notice under clause 26.3.2; and
- 26.8.2 the Developer believes it has complied with that notice or clause 30, as the case may be, then
- the Developer must issue a further Completion Notice with respect to that Development Contribution Item and clauses 26.2 to 26.7 inclusive reapply.
- 26.9 A Development Contribution Item comprising a Work will be complete for the purpose of this Deed:
- 26.9.1 on the date the Council issues a notice under clause 26.3.1 confirming that the Development Contribution Item is complete; or
- 26.9.2 if an expert has determined clause 30 that the Work is complete for the purposes of this Deed, on the date of the expert determination.
- 26.10 If the Council is the owner of the Land on which a Development Contribution Item has been completed, the Council assumes responsibility for the Work upon the date that Development Contribution Item was completed, but if it is not the owner at that time, it assumes that responsibility when the Development Contribution comprising the dedication of the Land upon which that Work is carried out is made to Council under this Deed.
- 26.11 The Developer is to Maintain any Development Contribution Item for which a Maintenance Period is specified in Column 5 of the table in Schedule 2 for the Development Contribution Item during the following periods:
- 26.11.1 in respect of a Development Contribution Item that is not WB1, WB2, WB3, W1, W2, W3 and W4 – during the Maintenance Period for the item,

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26.11.2 in respect of Development Contribution Items WB1, WB2, WB3, W1, W2, W3 and W4 – during the 1st, 2nd and 3rd years of the Maintenance Period in accordance with the table in clause 18.4.

- 26.12 For the purpose of and without limiting clause 26.11, if a detailed maintenance regime has been approved by the Council under clause 17.5 or 18.6 in respect of a Development Contribution Item, then the Developer is to Maintain the Development Contribution Item in accordance with that detailed maintenance regime.

27 Rectification of defects

- 27.1 The Council may give the Developer a Rectification Notice during the Defects Liability Period.
- 27.2 The Developer, at its own cost, is to comply with a Rectification Notice according to its terms and to the reasonable satisfaction of the Council.
- 27.3 The Council is to do such things as are reasonably necessary to enable the Developer to comply with a Rectification Notice that has been given to it under clause 27.1.

28 Works-As-Executed-Plan

- 28.1 No later than 60 days after Work is completed for the purposes of this Deed, the Developer is to submit to the Council a full works-as-executed-plan in respect of the Work.
- 28.2 The Developer, being the copyright owner in the plan referred to in clause 28.1, gives the Council a non-exclusive licence to use the copyright in the plans for the purposes of this Deed.

29 Removal of Equipment

- 29.1 When Work on any Council owned or controlled land is completed for the purposes of this Deed, the Developer, without delay, is to:
- 29.1.1 remove any Equipment from Land and make good any damage or disturbance to the land as a result of that removal, and
- 29.1.2 leave the land in a neat and tidy state, clean and free of rubbish.

Part 3 – Dispute Resolution

30 Dispute resolution – expert determination

- 30.1 This clause applies to a Dispute between any of the Parties to this Deed concerning a matter arising in connection with this Deed that can be determined by an appropriately qualified expert if:

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- 30.1.1 the Parties to the Dispute agree that it can be so determined by Expert Determination, or
 - 30.1.2 the Chief Executive Officer (or equivalent) of the professional body that represents persons who appear to have the relevant expertise to determine the Dispute gives a written opinion that the Dispute can be determined by a member of that body.
 - 30.2 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.
 - 30.3 If a notice is given under clause 30.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.
 - 30.4 If the Dispute is not resolved within a further 28 days, the Dispute is to be referred to the President of the NSW Law Society to appoint an expert for expert determination.
 - 30.5 The expert determination is binding on the Parties except in the case of fraud or misfeasance by the expert.
 - 30.6 Each Party is to bear its own costs arising from or in connection with the appointment of the expert and the expert determination.
 - 30.7 The Parties are to share equally the costs of the President, the expert, and the expert determination.

31 Dispute Resolution - mediation

- 31.1 This clause applies to any Dispute arising in connection with this Deed other than a Dispute to which clause 30 applies.
- 31.2 Such a Dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.
- 31.3 If a notice is given under clause 31.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.
- 31.4 If the Dispute is not resolved within a further 28 days, the Parties are to mediate the Dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and are to request the President of the Law Society to select a mediator.
- 31.5 If the Dispute is not resolved by mediation within a further 28 days, or such longer period as may be necessary to allow any mediation process which has been commenced to be completed, then the Parties may exercise their legal rights in relation to the Dispute, including by the commencement of legal proceedings in a court of competent jurisdiction in New South Wales.
- 31.6 Each Party is to bear its own costs arising from or in connection with the appointment of a mediator and the mediation.
- 31.7 The Parties are to share equally the costs of the President, the mediator, and the mediation.

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Part 4 - Enforcement

32 Security for performance of obligations

- 32.1 Upon the execution of this Deed by all of the Parties:
- 32.1.1 the Developer is to provide the Council with Security in the form of a Bank Guarantee in the amount of \$2,000,000.00 ; and
 - 32.1.2 the Developer and Landowner are to procure the provision to the Council of Security in the form of a registered charge over the Charge Land in accordance with clause 36.
- 32.2 The Developer and Landowner are to ensure at all times that the Council holds Security equal to the greater of:
- 32.2.1 the Contribution Value for the most valuable Contribution Item comprising a Work which has not been completed from time to time, within the meaning of this Agreement (**Outstanding Work**);
 - 32.2.2 10% of the sum of the Contribution Values of all Development Contribution Items comprising the dedication of land and the carrying out of Works, which:
 - (a) are not complete from time to time, within the meaning of this Agreement (if the Development Contribution Item is a Work); or
 - (b) have not been provided from time to time (if the Development Contribution Item is the dedication of land),**(Outstanding Land and Works Items); or**
 - 32.2.3 \$1,000,000.00,
- provided that, if the sum of the Contribution Values of all Outstanding Land and Works Items falls below \$1,000,000.00, the Security required to be held under this clause is to equal the sum of the Contribution Values of all Outstanding Land and Works Items.
- 32.3 The amount of the Security required to be held under this clause is to be indexed annually in accordance with the CPI and the Developer and Landowner are to ensure that the Security held by the Council at all times equals the indexed amount notified to the Developer and Landowner by Council.
- 32.4 The Council, in its absolute discretion and despite clause 21, may refuse to allow the Developer to enter, occupy or use any land owned or controlled by the Council or refuse to provide the Developer with any plant, equipment, facilities or assistance relating to the carrying out the Development if the Developer and Landowner have not provided the Security to the Council in accordance with this Deed.

33 Call-up of Security

- 33.1 Notwithstanding any other remedy it may have under this Deed, under any Act or otherwise at law or in equity, the Council may call-up and apply the

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Security in accordance with clause 42 if, in its absolute discretion and despite clauses 30 and 31, it considers that the Developer has breached this Deed.

- 33.2 If the Council calls on the Security, it may use the amount so paid to it in satisfaction of any costs incurred by it in remedying the breach.
- 33.3 If the Council calls-up the Security or any portion of it, it may, by written notice to the Developer and Landowner, require the Developer and Landowner to provide a further or replacement Security to ensure that the amount of Security held by the Council equals the amount it is entitled to hold under this Deed.

34 Release & return of Security

- 34.1 The Council is to release and return the Security or any unused part of it to the Developer within 28 days of completion by the Developer of all of its obligations under this Deed to the satisfaction of the Council.
- 34.2 The Developer may at any time provide the Council with a replacement Security in the amount of the Security required to be provided under this Deed.
- 34.3 On receipt of a replacement Security, the Council is to release and return the Security that has been replaced to the Developer within 28 days of receipt of the replacement Security.

35 Valuation of Charge Land and Alternative Charge Land

- 35.1 Council will, on or near each anniversary of the date of this Deed, appoint a valuer to conduct a valuation of the Charge Land.
- 35.2 The valuer is to be agreed between Council, the Developer and Landowner and, failing agreement, will be appointed by the Council.
- 35.3 Council will pay 50% of the costs of the valuer with the other 50% of the valuer's costs to be paid, on written demand by the Council, by the Developer except if the valuation shows that the value of the Security held by the Council under this Deed is insufficient to cover the Security required to be provided under clause 32 in which case the Developer:
 - 35.3.1 is to pay 100% of the costs of valuer, and
 - 35.3.2 is to provide additional Security so as to ensure the Council holds Security in an amount required to be provided under clause 32.
- 35.4 The Developer and Landowner are to provide Council, on each anniversary of the date of this Deed, with evidence satisfactory to the Council that there is no outstanding land tax payable in respect of the Charge Land, and no other charges registered against the Charge Land.
- 35.5 If there is land tax payable in respect of the Charge Land, or other mortgages, charges or interests created in or over the Charge Land, then the Council may, in its absolute discretion, require the Developer and Landowner to provide additional Security to ensure that Council holds Security to the value which was held before the land tax became payable, or the other charges, mortgages or interests were created.

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- 35.6 The Landowner may, by notice in writing, seek the Council's approval to grant a charge in favour of the Council over an alternative site, and to discharge the Charge over the Charge Land.
- 35.7 On receipt of a notice under clause 35.6, Council will carry out a valuation of the proposed alternative site, and provided the valuation indicates that the alternative site has a value which, when added to the other Security held by Council under this Deed, equals the amount of Security required to be held under this Deed, Council will approve the grant of a charge over the alternative site, and will discharge the Charge over the Charge Land, and from that time onwards, a reference to the Charge Land will be taken to be a reference to the alternative site.
- 35.8 Clauses 35.2 and 35.3 apply to the appointment of a valuer for the purposes of clause 35.7.
- 35.9 The Landowner is to grant access to any valuer appointed under this clause 35 to the Charge Land or any alternative site proposed to replace the Charge Land.
- 35.10 The Developer is to bear the Council's costs associated with registration of any Charge over the Charge Land or any alternative site, and the discharge of any such Charge.
- 35.11 For the purposes of determining the value of the Security held by the Council under this Deed, the amount of the valuation of the Charge Land is to be the reduced by any value of the Charge Land that is being used to secure any development contributions under a separate planning agreement under s7.4 of the Act.

36 Grant of Charge

- 36.1 On the date of execution of this Deed, the Landowner grants to the Council a fixed and specific charge over the Landowner's right, title and interest in the Charge Land, to secure:
- 36.1.1 the performance of the Developer's obligation to make monetary Development Contributions under this Deed, and
- 36.1.2 any damages that may be payable to the Council, or any costs which may be incurred by the Council in the event of a breach of this Deed by the Developer or Landowner.
- 36.2 Upon the execution of this Deed by the Landowner, the Landowner is to give to the Council an instrument in registrable form under the *Real Property Act 1900* duly executed by the Landowner that is effective to register the Charge on the title to the Charge Land.
- 36.3 If the Charge Land comprises part only of a lot in a deposited plan at the time that the instrument referred to in clause 36.2 is required to be given, the Landowner is to give the Council an instrument that charges a greater area of the Land which includes the whole of the Charge Land.
- 36.4 The Landowner is to do all other things necessary, including execute all other documents, to allow for the registration of the Charge.

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37 Caveat

- 37.1 The Landowner agrees to the Council lodging a caveat over the Charge Land relating to the interest secured by the Charge.

38 Priority

- 38.1 The Landowner must not create any mortgage or charge or grant any other interest in or over the Charge Land ranking in priority equal with or ahead of the Charge.
- 38.2 The Landowner must not create any mortgage or charge over the Charge Land or grant any other interest in the Charge Land, which would not rank in priority equal with or ahead of the Charge, without the prior written approval of the Council.

39 Enforcement of Charge

- 39.1 If Council is entitled to call up any Security in respect of a breach of this Deed by the Developer or Landowner, and there is insufficient Security in any other form to meet the costs and expenses which the Council is entitled to recover from the Security, then this clause 39 applies.
- 39.2 The Landowner is to execute and do all such things as the Council may reasonably require for the purpose of the Council exercising the powers, authorities and discretions conferred by the grant of the Charge. In particular, the Landowner will as requested by the Council:
- 39.2.1 execute all transfers, conveyances, assignments and assurances of the Charge Land to Council or its nominee,
- 39.2.2 perform, or cause to be performed, all acts and things necessary or desirable to give effect to the Council's powers, authorities and discretions, and
- 39.2.3 give all notices, orders and directions which the Council considers to be expedient.
- 39.3 Council may, at the Council's discretion and without notice:
- 39.3.1 enter upon and take possession of the Charge Land or any part of it, or
- 39.3.2 with or without taking such possession, at the Council's discretion, sell, call in or convert into money, the Charge Land:
- (a) at public auction or by private contract, and
- (b) for a lump sum or a sum payable by instalments or for a sum on account and a mortgage charge for the balance, or
- 39.3.3 if exercising rights under clause 39.3.2:
- (a) upon sale, make any special or other stipulations as to title or evidence or commencement of title or otherwise which the Council may deem proper,

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- (b) buy in or rescind or vary any contract of sale of the Charge Land and resell the same without being responsible for any loss which may be incurred, and
 - (c) compromise and effect compositions and, for any of those purposes, execute and make all such assurances and things as the Council thinks fit.
- 39.4 Council may, at the Council's discretion, do any of the following things for the purpose of exercising the Council's powers of sale under clause 39.3:
- 39.4.1 appoint a receiver or manager of the Charge Land;
 - 39.4.2 remove any receiver or manager so appointed;
 - 39.4.3 pay such receiver or manager such remuneration as the Council thinks fit;
 - 39.4.4 repair and keep in repair any improvements, works, machinery, plant and other property on the Charge Land,
 - 39.4.5 insure all or any of the Charge Land or anything on it of an insurable nature against loss or damage by fire and other risks as the Council sees fit,
 - 39.4.6 settle, arrange, compromise and submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with the Charge Land and execute releases or other discharges,
 - 39.4.7 bring, take, defend, compromise, submit to arbitration or discontinue any actions, suits or proceedings whatsoever and whether civil or criminal in relation to the Charge Land,
 - 39.4.8 execute and do such acts, deeds and things as to the Council may appear necessary or proper for or in relation to any of the above things,
 - 39.4.9 generally do and cause to be done such acts and things which the Developer or Landowner might have done for the protection and the improvement of the Charge Land.
- 39.5 A receiver and manager appointed by the Council will have all of the powers of taking possession, selling and dealing with the Charge Land as are given to the Council under this Deed.
- 39.6 The proceeds derived from the sale of the Charge Land pursuant to clause 39.3 will be applied as follows:
- 39.6.1 first, in paying all costs and expenses properly incurred or to be incurred in the performance or exercise of any of the powers vested in the Council under this Deed, including costs incurred in remedying the breach of the Deed; and
 - 39.6.2 second, in paying the surplus (if any) to the Landowner.

40 Discharge

- 40.1 Within 28 days of the Developer and Landowner meeting all of their obligations under this Deed, the Council is to promptly give the Landowner a

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discharge of the Charge in registrable form and remove any and all caveats which the Council holds over the Charge Land.

41 Acquisition of land required to be dedicated

- 41.1 If the Landowner does not dedicate land required to be dedicated under this Deed at the time at which it is required to be dedicated, the Landowner consents to the Council compulsorily acquiring the land for compensation in the amount of \$1 without having to follow the pre-acquisition procedure under the Just Terms Act.
- 41.2 The Council is to only acquire land pursuant to clause 41.1 if it considers it reasonable to do so having regard to the circumstances surrounding the failure by the Landowner to dedicate the land required to be dedicated under this Deed.
- 41.3 Clause 41.1 constitutes an agreement for the purposes of s30 of the Just Terms Act.
- 41.4 If, as a result of the acquisition referred to in clause 41.1, the Council is required to pay compensation to any person other than the Landowner, the Developer and Landowner are to reimburse the Council that amount, upon a written request being made by the Council, or the Council can call on any Security provided under clause 32.
- 41.5 The Developer and Landowner indemnifies and keeps indemnified the Council against all Claims made against the Council as a result of any acquisition by the Council of the whole or any part of the land concerned except if, and to the extent that, the Claim arises because of the Council's negligence or default.
- 41.6 The Developer and Landowner are to promptly do all things necessary, and consents to the Council doing all things necessary, to give effect to this clause 41, including without limitation:
 - 41.6.1 signing any documents or forms,
 - 41.6.2 giving land owner's consent for lodgement of any Development Application,
 - 41.6.3 producing certificates of title to the Registrar-General under the *Real Property Act 1900*, and
 - 41.6.4 paying the Council's costs arising under this clause 41.

42 Breach of obligations

- 42.1 If the Council reasonably considers that the Developer or Landowner is in breach of any obligation under this Deed, it may give a written notice to the to the relevant Party:
 - 42.1.1 specifying the nature and extent of the breach,
 - 42.1.2 requiring that Party to:
 - (a) rectify the breach if it reasonably considers it is capable of rectification, or

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- (b) pay compensation to the reasonable satisfaction of the Council in lieu of rectifying the breach if it reasonably considers the breach is not capable of rectification,
 - 42.1.3 specifying the period within which the breach is to be rectified or compensation paid, being a period that is reasonable in the circumstances.
 - 42.2 If the Developer or Landowner (as the case may be) fails to fully comply with a notice referred to in clause 42.1, the Council may, without further notice to that Party, call-up the Security provided by the Developer and Landowner under this Deed and apply it to remedy the breach.
 - 42.3 If the Developer or Landowner fails to comply with a notice given under clause 42.1 relating to the carrying out of Work under this Deed, the Council may step-in and remedy the breach and may enter, occupy and use any land owned or controlled by the Developer or Landowner and any Equipment on such land for that purpose.
 - 42.4 Any costs incurred by the Council in remedying a breach in accordance with clause 42.2 or clause 42.3 may be recovered by the Council by either or a combination of the following means:
 - 42.4.1 by calling-up and applying the Security provided by the Developer under this Deed, or
 - 42.4.2 as a debt due in a court of competent jurisdiction.
 - 42.5 For the purpose of clause 42.4, the Council's costs of remedying a breach the subject of a notice given under clause 42.1 include, but are not limited to:
 - 42.5.1 the costs of the Council's employees, agents and contractors reasonably incurred for that purpose,
 - 42.5.2 all fees and charges necessarily or reasonably incurred by the Council in remedying the breach, and
 - 42.5.3 all legal costs and expenses reasonably incurred by the Council, by reason of the breach.
 - 42.6 Nothing in this clause 42 prevents the Council from exercising any rights it may have at law or in equity in relation to a breach of this Deed by the Developer or the Landowner, including but not limited to seeking relief in an appropriate court.

43 Enforcement in a court of competent jurisdiction

- 43.1 Without limiting any other provision of this Deed, the Parties may enforce this Deed in any court of competent jurisdiction.
- 43.2 For the avoidance of doubt, nothing in this Deed prevents:
 - 43.2.1 a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Deed or any matter to which this Deed relates, or
 - 43.2.2 the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Deed or any matter to which this Deed relates.

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Part 5 – Registration & Restriction on Dealings

44 Registration of this Deed

- 44.1 The Parties agree to register this Deed for the purposes of s7.6(1) of the Act.
- 44.2 Upon commencement of this Deed, the Landowner is to deliver to the Council:
 - 44.2.1 an instrument in registrable form requesting registration of this Deed on the title to the Pondicherry Precinct Land, and for any part of the Oran Park Land and the Tranche 41 Land that is not a Final Lot, duly executed by the Landowner, and
 - 44.2.2 the written irrevocable consent of each person referred to in s7.6(1) of the Act to that registration.
- 44.3 The Landowner is to do such other things as are reasonably necessary to enable lodgement and registration of this Deed to occur electronically through PEXA or another ELNO.
- 44.4 The Parties are to do such things as are reasonably necessary to remove any notation relating to this Deed from the title to the Land, the Oran Park Land and the Tranche 41 Land:
 - 44.4.1 in so far as the part of that land concerned is a Final Lot,
 - 44.4.2 in relation to any other part of that land, once the Developer and Landowner have completed their obligations under this Deed to the reasonable satisfaction of the Council or this Deed is terminated or otherwise comes to an end for any other reason.

45 Restriction on dealings

- 45.1 The Developer and Landowner are not to:
 - 45.1.1 sell or transfer the Pondicherry Precinct Land, the Oran Park Land and the Tranche 41 Land, other than a Final Lot, or
 - 45.1.2 assign their rights or obligations under this Deed, or novate this Deed, to any person unless:
 - 45.1.3 they have, at no cost to the Council, first procured the execution by the person to whom the Pondicherry Precinct Land, the Oran Park Land and the Tranche 41 Land or part is to be sold or transferred or the their rights or obligations under this Deed are to be assigned or novated, of a deed in favour of the Council on terms reasonably satisfactory to the Council, and
 - 45.1.4 the Council has given written notice to the Developer or Landowner (as the case may be) stating that it reasonably considers that the purchaser, transferee, assignee or novatee, is reasonably capable of performing its obligations under this Deed, and
 - 45.1.5 the Developer or Landowner (as the case may be) is not in breach of this Deed, and

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- 45.1.6 the Council otherwise consents to the transfer, assignment or novation, such consent not to be unreasonably withheld.
- 45.2 Subject to clause 45.3, the Developer and Landowner acknowledge and agree that they remain liable to fully perform their obligations under this Deed unless and until it has complied with its obligations under clause 45.1.
- 45.3 Clause 45.1 does not apply in relation to any sale or transfer of the Pondicherry Precinct Land, the Oran Park Land and the Tranche 41 Land if this Deed is registered on the title to the Pondicherry Precinct Land, the Oran Park Land and the Tranche 41 Land at the time of the sale.

Part 6 – Indemnities & Insurance

46 Risk

- 46.1 The Developer and Landowner perform this Deed at their own risk and its own cost.

47 Release

- 47.1 The Developer and Landowner release the Council from any Claim they may have against the Council arising in connection with the performance of the Developer's and Landowner's obligations under this Deed except if, and to the extent that, the Claim arises because of the Council's negligence or default.

48 Indemnity

- 48.1 The Developer and Landowner indemnify the Council from and against all Claims that may be sustained, suffered, recovered or made against the Council arising in connection with the performance of the Developer's and Landowner's obligations under this Deed except if, and to the extent that, the Claim arises because of the Council's negligence or default.

49 Insurance

- 49.1 The Developer is to take out and keep current to the satisfaction of the Council the following insurances in relation to Work required to be carried out by the Developer under this Deed up until the Work is taken to have been completed in accordance with this Deed:
- 49.1.1 contract works insurance, noting the Council as an interested party, for the full replacement value of the Works (including the cost of demolition and removal of debris, consultants' fees and authorities' fees), to cover the Developer's liability in respect of damage to or destruction of the Works,

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- 49.1.2 public liability insurance for at least \$20,000,000.00 for a single occurrence, which covers the Council, the Developer and any subcontractor of the Developer, for liability to any third party,
 - 49.1.3 workers compensation insurance as required by law, and
 - 49.1.4 any other insurance required by law.
 - 49.2 If the Developer fails to comply with clause 49.1, the Council may effect and keep in force such insurances and pay such premiums as may be necessary for that purpose and the amount so paid shall be a debt due from the Developer to the Council and may be recovered by the Council as it deems appropriate including:
 - 49.2.1 by calling upon the Security provided by the Developer to the Council under this Deed, or
 - 49.2.2 recovery as a debt due in a court of competent jurisdiction.
 - 49.3 The Developer is not to commence to carry out any Work unless it has first provided to the Council satisfactory written evidence of all of the insurances specified in clause 49.1.

Part 7 – Other Provisions

50 Reports by Developer

- 50.1 The Developer is to provide the Council with a report detailing the performance of its and the Landowner's obligations under this Deed at each of the following times:
 - 50.1.1 by not later than each anniversary of the date on which this Deed is entered into, and
 - 50.1.2 each time an application is made for a Subdivision Certificate that creates one or more Final Lot.
- 50.2 The reports referred to in clause 50.1 are to include sufficient detail to enable the Council to determine whether the Developer has complied with its obligations under this Deed at the relevant time and be in such a form and to address such matters as required by the Council from time to time.

51 Review of Deed

- 51.1 The Parties agree to review this Deed every year, 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 Deed.
- 51.2 For the purposes of clause 51.1, 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 Pondicherry Precinct Development.

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- 51.3 For the purposes of addressing any matter arising from a review of this Deed referred to in clause 51.1, the Parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this Deed.
 - 51.4 If this Deed 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 Deed is entered into.
 - 51.5 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 51.1 (but not 51.4) is not a Dispute for the purposes of this Deed and is not a breach of this Deed.

52 Notices

- 52.1 Any notice, consent, information, application or request that is to or may be given or made to a Party under this Deed is only given or made if it is in writing and sent in one of the following ways:
 - 52.1.1 delivered or posted to that Party at its address set out in the Summary Sheet, or
 - 52.1.2 emailed to that Party at its email address set out in the Summary Sheet.
- 52.2 If a Party gives the other Party 3 business days' notice of a change of its address or email, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or emailed to the latest address.
- 52.3 Any notice, consent, information, application or request is to be treated as given or made if it is:
 - 52.3.1 delivered, when it is left at the relevant address,
 - 52.3.2 sent by post, 2 business days after it is posted, or
 - 52.3.3 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.
- 52.4 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.

53 Approvals and Consent

- 53.1 Except as otherwise set out in this Deed, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this Deed in that Party's absolute discretion and subject to any conditions determined by the Party.
- 53.2 A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

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54 Costs

- 54.1 The Developer is to pay to the Council the Council's costs of preparing, negotiating, executing, stamping, registering and removing registration of, this Deed, and any document related to this Deed within 7 days of a written demand by the Council for such payment.
- 54.2 The Developer is also to pay to the Council the Council's reasonable costs of enforcing this Deed within 7 days of a written demand by the Council for such payment.

55 Entire Deed

- 55.1 This Deed contains everything to which the Parties have agreed in relation to the matters it deals with.
- 55.2 No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Deed was executed, except as permitted by law.

56 Further Acts

- 56.1 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 Deed and all transactions incidental to it.

57 Governing Law and Jurisdiction

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

58 Joint and Individual Liability and Benefits

- 58.1 Except as otherwise set out in this Deed:
 - 58.1.1 any agreement, covenant, representation or warranty under this Deed by 2 or more persons binds them jointly and each of them individually, and
 - 58.1.2 any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

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59 No Fetter

- 59.1 Nothing in this Deed shall be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

60 Illegality

- 60.1 If this Deed or any part of it becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties are to co-operate and do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Deed is entered into.

61 Severability

- 61.1 If a clause or part of a clause of this Deed can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.
- 61.2 If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Deed, but the rest of this Deed is not affected.

62 Amendment

- 62.1 No amendment of this Deed will be of any force or effect unless it is in writing and signed by the Parties to this Deed in accordance with section 203 of the Regulation.

63 Waiver

- 63.1 The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Deed, does not amount to a waiver of any obligation of, or breach of obligation by, another Party.
- 63.2 A waiver by a Party is only effective if it:
- 63.2.1 is in writing,
 - 63.2.2 is addressed to the Party whose obligation or breach of obligation is the subject of the waiver,
 - 63.2.3 specifies the obligation or breach of obligation the subject of the waiver and the conditions, if any, of the waiver,
 - 63.2.4 is signed and dated by the Party giving the waiver.
- 63.3 Without limitation, a waiver may be expressed to be conditional on the happening of an event, including the doing of a thing by the Party to whom the waiver is given.

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63.4 A waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given, and is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

63.5 For the purposes of this Deed, an obligation or breach of obligation the subject of a waiver is taken not to have been imposed on, or required to be complied with by, the Party to whom the waiver is given.

64 GST

64.1 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.

64.2 Subject to clause 64.4, if GST is payable on a Taxable Supply made under, by reference to or in connection with this Deed, the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.

64.3 Clause 64.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Deed to be GST inclusive.

64.4 No additional amount shall be payable by the Council under clause 64.2 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.

64.5 If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Deed by one Party to the other Party that are not subject to Division 82 of the *A New Tax System (Goods and Services Tax) Act 1999*, the Parties agree:

64.5.1 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;

64.5.2 that any amounts payable by the Parties in accordance with clause 64.2 (as limited by clause 64.4) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.

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- 64.6 No payment of any amount pursuant to this clause 60, 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.
 - 64.7 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.
 - 64.8 This clause continues to apply after expiration or termination of this Deed.

65 Explanatory Note

- 65.1 The Appendix contains the Explanatory Note relating to this Deed required by section 205 of the Regulation.
- 65.2 Pursuant to section 205 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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Schedule 1

(Clause 9)

Development Contributions

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Development Contribution Item	Stage/Tranche	Location identifier on the Works Plan	Public Purpose	Nature and Extent	Timing	Contribution Value (Indexed to CPI June 2023 quarter (134.0)) ¹ <div><div>Note for public exhibition: The contribution values may be updated post-exhibition to reflect any change to the scope of work arising from public</div></div>

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							submissions and indexation.]
A. Carrying out of Work							
1.	Local Park LP1	B	LP1	Open Space	Construction and completion of a local park with an area of approximately 5,000 square metres in the location identified as 'LP1' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage B into Final Lots.	\$944,159.76
2.	Riparian Corridor RC1	B	RC1	Drainage	Construction, establishment and embellishment of riparian corridor open space with an area of approximately 16,500 square metres in the location identified as 'RC1' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage B into Final Lots.	\$666,465.71
3.	Share Path SP1	B	SP1	Transport	Construction and completion of a shared path 2.5m wide with a length of approximately 315 metres along riparian corridor in the location identified as 'SP1' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the	\$71,569.33

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					subdivision of 90% of all NDA in Stage B into Final Lots.		
4.	Green Corridor GC1.2	B	SC 1.2	Transport	Construction, establishment and completion of a 3.5m wide green corridor with a length of 302 metres in the location identified as 'GC1.2' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage B into Final Lots.	\$76,239.64
5.	Green Corridor GC1.3	B	GC 1.3	Open Space	Construction, establishment and completion of a 3.5m wide green corridor with a length of 240 metres in the location identified as 'GC1.3' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage B into Final Lots.	\$60,587.79
6.	Sub-arterial Road SR3	B	SR3	Transport	Construction and completion of approximately linear 207 metres of sub-arterial road in accordance with any relevant specifications in the Council's development control plan and design approved by the Council in the location identified as 'SR3' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage B into Final Lots.	\$836,111.53

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7.	Amenities & Sports Courts AOS1	C	AOS1	Active open space	<p>Construction, embellishment and completion of 92,100 square metres of active open space which includes:</p> <ul style="list-style-type: none">• a double field with standard turf, amenities building, and associated car parking• a double field with hybrid turf and associated car parking <p>in the location identified as 'AOS1' on the Works Plan.</p>	<p>Double field with standard turf, amenities building, and associated carparking to be completed prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development and in the Tranche 41 Development, authorises the creation of the 1,875th Final Lot in that development.</p> <p>Double field with hybrid turf and associated carparking to be completed prior to the release of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development and in the Tranche 41 Development, authorises the creation of the 2,300th Final Lot in that development.</p>	\$16,740,406.93
8.	Electricity Easement TLE1	C	TLE1		<p>Construction, embellishment and completion of landscaping works including turfing, planting, paving and retaining walls with an area of approximately 1.33 hectares (being an area that is or to be affected by</p>	<p>Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the</p>	\$1,289,308.21

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					an electrical easement) in the location identified as 'TLE1' on the Works Plan.	subdivision of 90% of all NDA in Stage C into Final Lots.	
9.	Basin B5	C	B5	Drainage	Construction and completion of a drainage basin with an area of approximately 700 square metres in the location identified as 'B5' on the Works Plan	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots.	\$116,631.50
10.	Basin B6	C	B6	Drainage	Construction and completion of a drainage basin with an area of approximately 1,300 square metres in the location identified as 'B6' on the Works Plan	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots.	\$216,601.36
11.	Basin B7	C	B7	Drainage	Construction and completion of a drainage basin with an area of approximately 1,300 square metres in the location identified as 'B7' on the Works Plan	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots.	\$216,601.36

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12. Riparian Corridor RC2	C	RC2	Drainage	Construction, establishment and embellishment of riparian corridor open space with an area of approximately 13,000 square metres in the location identified as 'RC2' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots.	\$525,094.20
13. Share Path SP2	C	SP2	Transport	Construction and completion of shared paths 2.5m wide with a length of approximately 2,605 metres in the locations identified as 'SP2' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots.	\$591,866.99
14. Share Path SP3	C	SP3	Transport	Construction and completion of shared paths 2.5m wide with a length of approximately 1,143 metres in the locations identified as 'SP3' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots.	\$259,694.42
15. Local Park LP2	C	LP2	Open Space	Construction and completion of a local park with an area of approximately 50,600 square	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued	\$10,116,949.51

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				metres in the location identified as 'LP2' on the Works Plan.	Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots.	
16. Share Path SP4	C	SP4	Transport	Construction and completion of a shared path 2.5m wide with a length of approximately 122 metres in the location identified as 'SP4' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots.	\$27,718.91
17. Basin B8	C	B8	Drainage	Construction and completion of a drainage basin with an area of approximately 700 square metres in the location identified as 'B8' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots.	\$116,631.50
18. Basin B9	C	B9	Drainage	Construction and completion of a drainage basin with an area of approximately 700 square metres in the location identified as 'B9' on the Works Plan	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the	\$116,631.50

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					subdivision of 90% of all NDA in Stage C into Final Lots.	
19. Basin B10	C	B10	Drainage	Construction and completion of a drainage basin with an area of approximately 300 square metres in the location identified as 'B10' on the Works Plan	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots.	\$49,984.93
20. Basin B11	C	B11	Drainage	Construction and completion of a drainage basin with an area of approximately 3,200 square metres in the location identified as 'B11' on the Works Plan	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots.	\$533,172.57
21. Basin B14	C	B14	Drainage	Construction and completion of a drainage basin with an area of approximately 52,100 square metres in the location identified as 'B14' on the Works Plan	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots.	\$2,314,857.57

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22. Basin B15	C	B15	Drainage	Construction and completion of a drainage basin with an area of approximately 17,700 square metres in the location identified as 'B15' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots.	\$786,429.54
23. Green Corridor GC1.1	C	GC1.1		Construction, establishment and completion of a 3.5m wide green corridor with a length of 210 metres in the location identified as 'GC1.1' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots.	\$53,014.32
24. Pedestrian Bridge PB1	C	PB1	Transport	Construction and completion of a pedestrian bridge approximately 85m long subject to design, in the location identified as 'PB1' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots.	\$1,211,755.84
25. N/A	N/A	N/A	N/A	N/A	N/A	N/A

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26. Water Body WB1	C	WB1	Recreation, environmental and amenity	Construction of a lake and associated recirculation system comprising mechanical and hydraulic systems, pumps and establishment of in-lake vegetation, and maintenance of lake, with an area of approximately 10.38 ha, to at least Visual Amenity Contact Standard in the location identified as 'WB1' on the Works Plan.	Construction and establishment to occur prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots.	\$10,097,965.34
27. Water Body WB2	C	WB2	Recreation, environmental and amenity	Construction of a lake and associated recirculation system comprising mechanical and hydraulic systems, pumps and establishment of in-lake vegetation, and maintenance of lake, with an area of approximately 1.26 hectares to at least Visual Amenity Contact Standard in the location identified as 'WB2' on the Works Plan.	Construction and establishment to occur prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots.	\$636,171.82
28. Water Body WB3	C	WB3	Recreation, environmental and amenity	Construction of a lake and associated recirculation system comprising mechanical and hydraulic systems, pumps and establishment of in-lake vegetation, and maintenance of lake, with an area of approximately 2,000 square	Construction and establishment to occur prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the	\$100,979.65

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				metres to at least Visual Amenity Contact Standard in the location identified as 'WB3' on the Works Plan.	subdivision of 90% of all NDA in Stage C into Final Lots.	
29. Wetland W1	C	W1	Environmental and amenity	Construction and establishment of a wetland with an area of approximately 3.01 hectares in the location identified as 'W1' on the Works Plan.	Construction and establishment to occur prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots.	\$3,343,436.32
30. Wetland W2	C	W2	Environmental and amenity	Construction and establishment of a wetland with an area of approximately 1.00 hectares in the location identified as 'W2' on the Works Plan..	Construction and establishment to occur prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots.	\$1,110,776.19
31. Wetland W3	C	W3	Environmental and amenity	Construction and establishment of a wetland with a total area of approximately 1.38 hectares.	Construction and establishment to occur prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct	\$1,532,871.14

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					Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots.	
32. Wetland W4	C	W4	Environmental and amenity	Construction and establishment of a wetland with an area of approximately 8,000 square metres in the location identified as 'W4' on the Works Plan.	Construction and establishment to occur prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots.	\$888,620.95
33. Collector Road CR1	C	CR1	Transport	Construction and completion of approximately linear 634 metres of collector road in accordance with any relevant specifications in the Council's development control plan and design approved by the Council in the location identified as 'CR1' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots.	\$2,560,844.01
34. Collector Road Crossing CRC1	C	CRC1	Transport	Construction and completion of a collector road crossing associated with Item CR1 subject to design, in a location approved by the Council.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the	\$1,110,776.19

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					subdivision of 90% of all the NDA in Stage C into Final Lots.	
35. Collector Road CR2	C	CR2	Transport	Construction and completion of approximately linear 735 metres of collector road in accordance with any relevant specifications in the Council's development control plan and design approved by the Council in the location identified as 'CR2' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage C into Final Lots.	\$2,968,801.81
36. Collector Road Crossing CRC2	C	CRC2	Transport	Construction and completion of a collector road crossing associated with Item CR2 subject to design, in a location approved by the Council.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage C into Final Lots.	\$1,110,776.19
37. Collector Road Crossing CRC3	C	CRC3	Transport	Construction and completion of a second collector road crossing associated with Item CR1 subject to design, in a location approved by the Council.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage C into Final Lots.	\$2,832,479.28

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38. Roundabout s RB	C	RB	Transport	Construction and completion of two (2) roundabouts associated with Item CR2 in the location shown on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage C into Final Lots.	\$1,817,633.76
39. Community Centre CC	C	CC	Community facilities	Construction of a combined multipurpose community centre of 1,050 square metres and car parking for 42 vehicles in the general location identified as 'CC' on the Works Plan. The centre co-locates a 451 square metre building from T28 (Oran Park) with a 599 square metre building for Pondicherry to create a larger community centre.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development and the Tranche 41 Development, authorises the creation of the 2,300th Final Lot in that development.	\$3,711,002.26
40. Local Park LP3	D	LP3	Open space	Construction and completion of a local park with an area of approximately 5,000 square metres in the location identified as 'LP3' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage D into Final Lots.	\$805,312.74

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41. Local Park LP4	D	LP4	Open space	Construction and completion of a local park with an area of approximately 9,500 square metres in the location identified as 'LP4' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage D into Final Lots.	\$1,793,903.54
42. Local Park LP5	D	LP5	Open space	Construction and completion of a local park with an area of approximately 5,000 square metres in the location identified as 'LP5' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage D into Final Lots.	\$805,312.74
43. Local Park LP6	E	LP6	Open space	Construction and completion of a local park with an area of approximately 5,300 square metres in the location identified as 'LP6' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage E into Final Lots.	\$853,631.50
44. Local Park LP7	E	LP7	Open space	Construction and completion of a local park with an area of approximately 5,000 square metres	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued	\$999,698.57

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				in the location identified as 'LP7' on the Works Plan.	Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage E into Final Lots.	
45. Local Park LP8	E	LP8	Open space	Construction and completion of a local park with an area of approximately 14,600 square metres in the location identified as 'LP8' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage E into Final Lots.	\$2,756,946.50
46. Basin B12	E	B12	Drainage	Construction and completion of a drainage basin with an area of approximately 19,000 square metres in the location identified as 'B12' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage E into Final Lots.	\$2,110,474.76
47. Basin B13	E	B13	Drainage	Construction and completion of a drainage basin with an area of approximately 14,500 square metres in the location identified as 'B13' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the	\$1,610,625.47

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					subdivision of 90% of all the NDA in Stage E into Final Lots.	
48. Share Path SP5	E	SP5	Transport	Construction and completion of shared paths 2.5m wide with a length of approximately 1,558 metres in the locations identified as 'SP5' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage E into Final Lots.	\$353,984.17
49. Sports Courts AOS2	E	AOS2	Community facilities	Construction, embellishment and completion of 23,900 square metres of active open space which includes five (5) sports courts and an amenities building in the location identified as 'AOS2' in the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, that authorises the subdivision of 90% of all the NDA in Stage E into Final Lots.	\$4,344,144.69
50. Green Corridor GC1.4	E	GC 1.4 Part		Construction, establishment and completion of a 3.5m wide green corridor with a length of 280 metres in the location identified as 'GC1.4' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage E into Final Lots.	\$70,685.76

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51. Green Corridor GC2	E	GC 2		Construction, establishment and completion of a 3.5m wide green corridor with a length of 292 metres in the location identified as 'GC2' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage E into Final Lots.	\$73,715.15
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B. Dedication of Land

Contribution Value (Indexed to September 2023 Land Value Index)

[Note for public exhibition: The contribution values may be updated post-exhibition to reflect any change to the scope of land arising from public submissions and indexation.]

52. Local Park LP1	B	LP1	Open Space	Dedication to Council free of cost to the Council, land of an area	Within 12 months after the issuing of the Subdivision Certificate that,	\$2,000,000.00
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				measuring approximately 5,000 square metres for a local park in the location identified as 'LP1' on the Works Plan.	when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage B into Final Lots, or as otherwise agreed between the Parties in writing.	
53. Riparian Corridor Area RC1	B	RC1	Drainage	Dedication to Council free of cost to the Council, land of an area measuring approximately 1.65 hectares for a riparian corridor in the location identified as 'RC1' on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage B into Final Lots, or as otherwise agreed between the Parties in writing.	\$0
54. Sub-arterial Road SR3	B	SR3	Transport	Dedication to Council free of cost to the Council, land of an area measuring approximately 17,200 square metres for a sub-arterial road in the location identified as 'SR3' on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage B into Final Lots, or as otherwise agreed between the Parties in writing.	\$2,880,000.00

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55. Sports Park Land AOS1	C	AOS1	Dedication to Council free of cost to the Council, land of an area measuring approximately 92,100 sqm for active open space in the location identified as 'AOS1' on the Works Plan.	Part of the land for the double field with standard turf, amenities building and associated carparking to be dedicated prior to 12 months after issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development and in the Tranche 41 Development, authorises the creation of the 1,875th Final Lot in that development, or as otherwise agreed between the Parties in writing. The remainder of the land being for the double field with hybrid turf and associated carparking to be dedicated prior to 12 months after issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development and in the Tranche 41 Development, authorises the creation of the 2,300th Final Lot in that development, or as otherwise	\$36,840,000.00
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					agreed between the Parties in writing.	
56. Electricity Easement TLE1	C	TLE1		Dedication to Council free of cost to the Council, land of an area measuring approximately 1.33 hectares for passive open space in the location identified as 'TLE1' on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage B into Final Lots, or as otherwise agreed between the Parties in writing.	\$0
57. Basin B5	C	B5	Drainage	Dedication to Council free of cost to the Council, land of an area measuring approximately 700 square metres for drainage basin in the location identified as 'B5' on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage B into Final Lots, or as otherwise agreed between the Parties in writing.	\$280,000.00
58. Basin B6	C	B6	Drainage	Dedication to Council free of cost to the Council, land of an area measuring approximately 1,300 square metres for drainage basin in	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the	\$520,000.00

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				the location identified as 'B6' on the Works Plan.	subdivision of 90% of all NDA in Stage B into Final Lots, or as otherwise agreed between the Parties in writing.	
59. Basin B7	C	B7	Drainage	Dedication to Council free of cost to the Council, land of an area measuring approximately 1,300 square metres for drainage basin in the location identified as 'B7' on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage B into Final Lots, or as otherwise agreed between the Parties in writing.	\$520,000.00
60. Riparian Corridor RC2	C	RC2	Drainage	Dedication to Council free of cost to the Council, land of an area measuring approximately 13,000 square metres for a riparian corridor in the location identified as 'RC2' on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots, or as otherwise agreed between the Parties in writing.	\$0
61. Basin B8	C	B8	Drainage	Dedication to Council free of cost to the Council, land of an area measuring approximately 700 square metres for drainage basin in	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in	\$280,000.00

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				the location identified as 'B8' on the Works Plan.	the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots, or as otherwise agreed between the Parties in writing.	
62. Basin B9	C	B9	Drainage	Dedication to Council free of cost to the Council, land of an area measuring approximately 700 square metres for drainage basin in the location identified as 'B9' on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots, or as otherwise agreed between the Parties in writing.	\$280,000.00
63. Basin B10	C	B10	Drainage	Dedication to Council free of cost to the Council, land of an area measuring approximately 300 square metres for drainage basin in the location identified as 'B10' on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots, or as otherwise agreed between the Parties in writing.	\$120,000.00
64. Basin B11	C	B11	Drainage	Dedication to Council free of cost to the Council, land of an area	Within 12 months after the issuing of the Subdivision Certificate that,	\$1,280,000.00

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				measuring approximately 3,200 square metres for drainage basin in the location identified as 'B11' on the Works Plan.	when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots, or as otherwise agreed between the Parties in writing.	
65. Basin B14	C	B14	Drainage	Dedication to Council free of cost to the Council, land of an area measuring approximately 52,100 square metres for drainage basin in the location identified as 'B14' on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots, or as otherwise agreed between the Parties in writing.	\$2,605,000.00
66. Water Bodies WB1	C	WB1	Recreation, environmental and amenity	Dedication to Council free of cost to the Council, land of an area measuring approximately 10.38 hectares for a lake in the location identified as 'WB1' on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots, or as otherwise agreed between the Parties in writing.	\$5,190,000.00

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67. Water Bodies WB2	C	WB2	Recreation, environmental and amenity	Dedication to Council free of cost to the Council, land of an area measuring approximately 1.26 hectares for a lake in the location identified as 'WB2' on the Works Plan..	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots, or as otherwise agreed between the Parties in writing.	\$630,000.00
68. Water Bodies WB3	C	WB3	Recreation, environmental and amenity	Dedication to Council free of cost to the Council, land of an area measuring approximately 2,000 square metres for a lake in the location identified as 'WB3' on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots, or as otherwise agreed between the Parties in writing.	\$100,000.00
69. Local Park LP2	C	LP2	Open Space	Dedication to Council free of cost to the Council, land of an area measuring approximately 50,600 square metres for a local park in the location identified as 'LP2' on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage C into Final Lots, or as	\$20,240,000.00

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					otherwise agreed between the Parties in writing.	
70. Wetland W1	C	W1	Environmental and amenity	Dedication to Council free of cost to the Council, land of an area measuring approximately 3.01 hectares for a wetland in the location identified as 'W1' on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage C into Final Lots, or as otherwise agreed between the Parties in writing.	\$1,505,000.00
71. Wetland W2	C	W2	Environmental and amenity	Dedication to Council free of cost to the Council, land of an area measuring approximately 1.00 hectares for a wetland in the location identified as 'W2' on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage C into Final Lots, or as otherwise agreed between the Parties in writing.	\$500,000.00
72. Wetland W3	C	W3	Environmental and amenity	Dedication to Council free of cost to the Council, land of an area measuring approximately 1.38 hectares for a wetland in the	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the	\$2,070,000.00

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				location identified as 'W3' on the Works Plan.	subdivision of 90% of all NDA in Stage C into Final Lots, or as otherwise agreed between the Parties in writing.	
73. Wetland W4	C	W4	Environmental and amenity	Dedication to Council free of cost to the Council, land of an area measuring approximately 18,000 square metres for a wetland in the location identified as 'W4' on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage C into Final Lots, or as otherwise agreed between the Parties in writing.	\$1,200,000.00
74. Collector Road CR1	C	CR1	Transport	Dedication to Council free of cost to the Council, land of an area measuring approximately 1.39 hectares for a collector road in the location identified as 'CR1' on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage C into Final Lots, or as otherwise agreed between the Parties in writing.	\$5,560,000.00
75. Collector Road CR2	C	CR2	Transport	Dedication to Council free of cost to the Council, land of an area measuring approximately 2.03 hectares for a collector road in the	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in	\$8,120,000.00

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				location identified as ‘CR2’ on the Works Plan.	the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage C into Final Lots, or as otherwise agreed between the Parties in writing.	
76. Community Centre CC	C	CC	Community facilities	Dedication to Council free of cost to the Council, land of an area measuring approximately 2,628 square metres to accommodate a multipurpose community centre of 1,050 square metres and associated car parking for 42 vehicles, subject to detailed design, in the general location identified as ‘CC’ on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development and the Tranche 41 Development, authorises the creation of the 2,300th Final Lot in that development.	\$1,051,200.00 (nominal, based on site area of 2,628 square metres)
77. Local Park LP3	D	LP3	Open Space	Dedication to Council free of cost to the Council, land of an area measuring approximately 5,000 square metres for a local park in the location identified as ‘LP3’ on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage D into Final Lots, or as otherwise agreed between the Parties in writing.	\$2,000,000.00
78. Local Park LP4	D	LP4	Open Space	Dedication to Council free of cost to the Council, land of an area	Within 12 months after the issuing of the Subdivision Certificate that,	\$3,800,000.00

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				measuring approximately 9,500 square metres for a local park in the location identified as ‘LP4’ on the Works Plan.	when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage D into Final Lots, or as otherwise agreed between the Parties in writing.	
79. Local Park LP5	D	LP5	Open Space	Dedication to Council free of cost to the Council, land of an area measuring approximately 5,000 square metres for a local park in the location identified as ‘LP5’ on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage D into Final Lots, or as otherwise agreed between the Parties in writing.	\$2,000,000.00
80. Local Park LP6	E	LP 6	Open Space	Dedication to Council free of cost to the Council, land of an area measuring approximately 5,300 square metres for a local park in the location identified as ‘LP6’ on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage E into Final Lots, or as otherwise agreed between the Parties in writing.	\$2,120,000.00

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81. Local Park LP7	E	LP7	Open Space	Dedication to Council free of cost to the Council, land of an area measuring approximately 5,000 square metres for a local park in the location identified as 'LP7' on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage E into Final Lots, or as otherwise agreed between the Parties in writing.	\$250,000.00
82. Local Park LP8	E	LP8	Open Space	Dedication to Council free of cost to the Council, land of an area measuring approximately 14,600 square metres for a local park in the location identified as 'LP8' on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage E into Final Lots, or as otherwise agreed between the Parties in writing.	\$730,000.00
83. Basin B12	E	B12	Drainage	Dedication to Council free of cost to the Council, land of an area measuring approximately 19,000 square metres for drainage basin in the location identified as 'B12' on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage E into Final Lots, or as	\$950,000.00

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					otherwise agreed between the Parties in writing.	
84. Basin B13	E	B13	Drainage	Dedication to Council free of cost to the Council, land of an area measuring approximately 14,500 square metres for drainage basin in the location identified as 'B13' on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage E into Final Lots, or as otherwise agreed between the Parties in writing.	\$725,000.00
85. Sports Courts AOS2	E	AOS2	Active open space	Dedication to Council free of cost to the Council, land of an area measuring approximately 23,900 sqm for active open space in the location identified as 'AOS2' on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage E into Final Lots, or as otherwise agreed between the Parties in writing.	\$9,560,000.00
86. Open Space Reconciliation			Open Space	Dedication to Council free of cost to the Council, land for open space generally in the area shown as AOS1 in the Works Plan, of an area sufficient to make good (if required) any shortfalls in the area of open	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development and Tranche 41	TBC, if required

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				space provided in Stages B to E, if the aggregate area of all LP items and all AOS items is less than 21.6 hectares, exclusive of Tranche 41 open space areas .	Development, authorises the creation of the 2,600th Final Lot in that development, or as otherwise agreed between the Parties in writing.
87. N/A	N/A	N/A	N/A	N/A	N/A

C. Monetary Contributions

[Note for public exhibition: The contribution values may be updated post-exhibition to reflect any change arising from public submissions and indexation.]

88. Lakes maintenance Contribution	N/A	N/A	Drainage	Developer to pay monetary Development Contributions in the following amounts towards the following purposes: <ul style="list-style-type: none">\$121,550 towards replacement of mechanical and hydraulic systems	Amount to be paid on the date that is the third anniversary of the date of the completion of construction of Development Contribution Items WB1, WB2 and WB3 under this Deed	\$121,550
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89. Management and administration	N/A	N/A	Management and administration	Developer to pay monetary Development Contributions in the amount of \$75 per Final Lot to be created in the Pondicherry Precinct Development and Pondicherry Precinct Additional Development	Amount for a Final Lot is to be paid prior to the issuing of the Subdivision Certificate for the plan of subdivision that creates that Final Lot.	\$75 per Final Lot to be created
90. Secondary Recreation Contact Contribution	N/A	N/A	Desilting wetlands and bio-retention basins	Developer to pay monetary Development Contributions in the amount of \$281,775.	If the governing body of the Council makes the resolution referred to in clause 19.1 then the amount is to be paid within 14 days after the Council giving the notice referred to in clause 19.3.	\$281,775
91. Secondary Recreation Contact Contribution	N/A	N/A	Water quality testing of WB1, WB2 and WB3	Developer to pay monetary Development contributions in the amount of \$485,000 or the amount calculated under clause 19.4 (whichever is lower).	If the governing body of the Council makes the resolution referred to in clause 19.1 then the amount to be paid on the date that is the third anniversary of the date of the completion of construction of Development Contribution Items WB1, WB2 and WB3 under this Deed	\$485,000
92. N/A	N/A	N/A	N/A	N/A	N/A	N/A
93. Monetary Contribution towards	C	PB 2	Transport	Developer to pay monetary Development Contributions in the amount of \$523,478.52	Amount to be paid prior to the issuing of the first Subdivision Certificate for Stage C	\$523,478.52

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Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

Development Lot Threshold Planning

Pedestrian
Bridge

Pondicherry Precinct (excluding Tranche 41) & Combined Agreement

Camden Council

Greenfields Development Company No.2 Pty Ltd

Leppington Pastoral Co Pty Ltd

Development Lot Threshold Planning

Schedule 2

(Clause 1.1)

Design Approval and Maintenance Schedule

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Development Contribution Item	Location identifier on Works Plan	Design Approval required? (Clause 16)	Maintenance regime required? (Clause 17)	Maintenance Period (Clause 17)	Vegetation Management Plan required? (Clause 17.3)
1. Local Park LP1	LP1	Yes	Yes	1 Year	No
2. Riparian Corridor RC1	RC1	No	Yes	5 Years	Yes
3. Share Path SP1	SP1	No	Yes	1 Year	No
4. Green Corridor GC1.2	GC1.2	No	Yes	1 Year	No
5. Green Corridor GC1.3	GC1.3	No	Yes	1 Year	No

Pondicherry Precinct (excluding Tranche 41) & Combined Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

Development Lot Threshold Planning

6.	Sub-arterial Road SR3	SR3	Yes	Yes	1 Year	No
7.	Amenities & Sports Courts AOS1	AOS1	Yes	Yes	1 Year	No
8.	Electricity Easement TLE1	TLE1	Yes	Yes	5 Years	No
9.	Basin B5	B5	No	Yes	1 Year	No
10.	Basin B6	B6	No	Yes	1 Year	No
11.	Basin B7	B7	No	Yes	1 Year	No
12.	Riparian Corridor RC2	RC2	No	Yes	5 Years	Yes
13.	Share Path SP2	SP2	No	Yes	1 Year	No
14.	Share Path SP3	SP3	No	Yes	1 Year	No
15.	Local Park LP2	LP2	Yes	Yes	1 Year	No
16.	Share Path SP4	SP4	No	Yes	1 Year	No
17.	Basin B8	B8	No	Yes	1 Year	No
18.	Basin B9	B9	No	Yes	1 Year	No
19.	Basin B10	B10	No	Yes	1 Year	No

Pondicherry Precinct (excluding Tranche 41) & Combined Agreement

Camden Council

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Leppington Pastoral Co Pty Ltd

Development Lot Threshold Planning

20. Basin B11	B11	No	Yes	1 Year	No
21. Basin B14	B14	No	Yes	1 Year	No
22. Basin B15	B15	No	Yes	1 Year	No
23. Green Corridor GC1.1	GC1.1	No	Yes	1 Year	No
24. Pedestrian Bridge PB1	PB1	No	Yes	1 Year	No
25. Pedestrian Bridge PB2	PB2	No	Yes	1 Year	No
26. Water Body WB1	WB1	Yes	Yes	5 years	Yes
27. Water Body WB2	WB2	Yes	Yes	5 years	Yes
28. Water Body WB3	WB3	Yes	Yes	5 years	Yes
29. Wetland W1	W1	Yes	Yes	5 years	Yes
30. Wetland W2	W2	Yes	Yes	5 years	Yes
31. Wetland W3	W3	Yes	Yes	5 years	Yes
32. Wetland W4	W4	Yes	Yes	5 years	Yes
33. Collector Road CR1	CR1	Yes	Yes	1 Year	No

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Pondicherry Precinct (excluding Tranche 41) & Combined Agreement
Camden Council
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Leppington Pastoral Co Pty Ltd

Development Lot Threshold Planning

34. Collector Road Crossing CRC1	CRC1	No	Yes	1 Year	No
35. Collector Road CR2	CR2	Yes	Yes	1 Year	No
36. Collector Road Crossing CRC2	CRC2	No	Yes	1 Year	No
37. Collector Road Crossing CRC3	CRC3	No	Yes	1 Year	No
38. Roundabouts CR2 – RB	CR2 – RB	Yes	Yes	1 Year	No
39. Community Centre CC	CC	Yes	Yes	1 Year	No
40. Local Park LP3	LP3	Yes	Yes	1 Year	No
41. Local Park LP4	LP4	Yes	Yes	1 Year	No
42. Local Park LP5	LP5	Yes	Yes	1 Year	No
43. Local Park LP6	LP6	Yes	Yes	1 Year	No
44. Local Park LP7	LP7	Yes	Yes	1 Year	No
45. Local Park LP8	LP8	Yes	Yes	1 Year	No
46. Basin B12	B12	No	Yes	1 Year	No

Pondicherry Precinct (excluding Tranche 41) & Combined Agreement

Camden Council

Greenfields Development Company No.2 Pty Ltd

Leppington Pastoral Co Pty Ltd

Development Lot Threshold Planning

47. Basin B13	B13	No	Yes	1 Year	No
48. Share Path SP5	SP5	No	Yes	1 Year	No
49. Sports Courts AOS2	AOS2	Yes	Yes	1 Year	No
50. Green Corridor GC1.4	GC1.4 Part	No	Yes	1 Year	No
51. Green Corridor GC 2	GC 2	No	Yes	1 Year	No

Pondicherry Precinct (excluding Tranche 41) & Combined Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

Development Lot Threshold Planning

Schedule 3

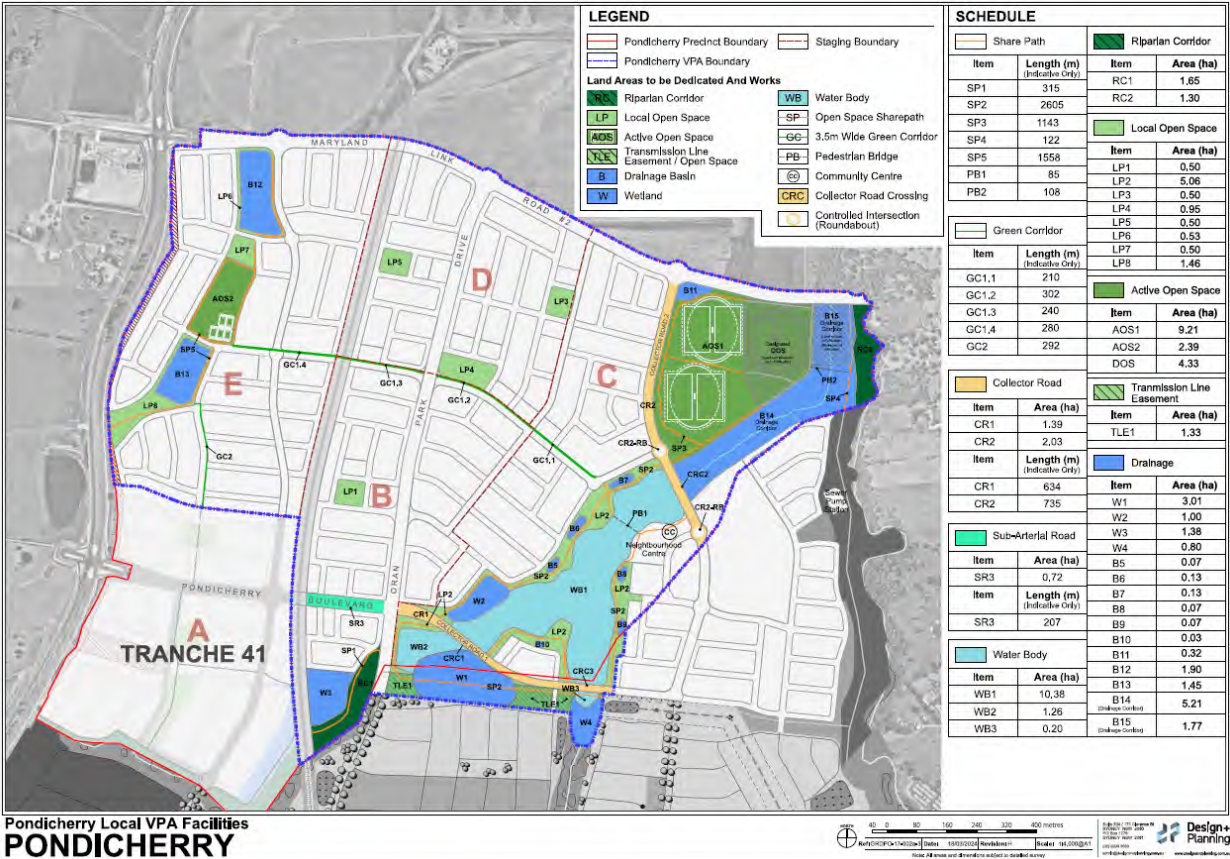
(Clause 9)

Works Plan

See next page.

Pondicherry Precinct (excluding Tranche 41) & Combined Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

Development Lot Threshold Planning



Pondicherry Precinct (excluding Tranche 41) & Combined Agreement

Development Lot Threshold Planning

Camden Council

Greenfields Development Company No.2 Pty Ltd

Leppington Pastoral Co Pty Ltd

Schedule 4

Plan of Pondicherry Precinct Land

See next page

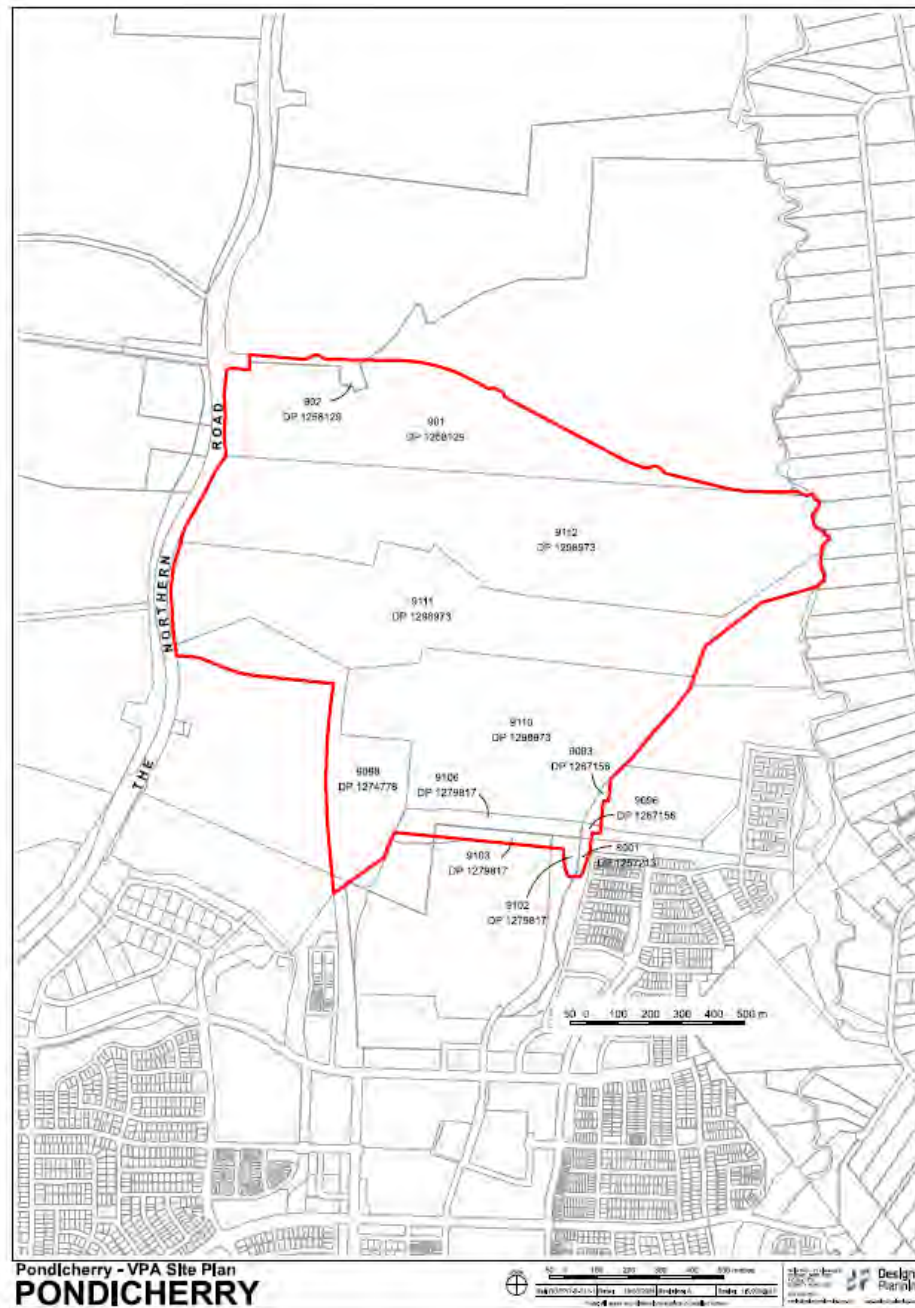
[Note for public exhibition: The land title references may be updated post-exhibition to reflect any changes to the Lot and DP references between exhibition and execution of this Deed.]

**Pondicherry Precinct (excluding Tranche 41) & Combined
Development Lot Threshold Planning Agreement**

Camden Council

Greenfields Development Company No.2 Pty Ltd

Leppington Pastoral Co Pty Ltd



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**Pondicherry Precinct (excluding Tranche 41) & Combined
Development Lot Threshold Planning Agreement**

Camden Council

Greenfields Development Company No.2 Pty Ltd

Leppington Pastoral Co Pty Ltd

Execution

Executed as a Deed

Dated:

Executed on behalf of the Council by its authorised delegate pursuant to
[*s377/*s378 INSERT RELEVANT POWER OF DELEGATION] of the *Local Government Act*
1993 in the presence of:

I certify that I am an eligible witness and the
authorised delegate signed this dealing in
my presence.

Certified correct for the purposes of the *Real
Property Act 1900* by the authorised
delegate named below.

Signature of Witness

Signature of [*General Manager/*[Insert
other role]

Name of Witness

Name of [*General Manager/*[Insert other
role]

Address of Witness

***[IF SIGNED BY ELECTRONIC
SIGNATURE THEN ADD 'Electronic
signature of me, [Insert name] affixed by
me, or at my direction, on [Insert date
electronic signature was affixed]']**

***[IF SIGNED BY ELECTRONIC
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me, or at my direction, on [Insert date
electronic signature was affixed]']**

**Pondicherry Precinct (excluding Tranche 41) & Combined
Development Lot Threshold Planning Agreement**

Camden Council

Greenfields Development Company No.2 Pty Ltd

Leppington Pastoral Co Pty Ltd

Executed by the Developer in accordance with s127(1) of the Corporations Act (Cth) 2001

Certified correct for the purposes of the *Real Property Act 1900* by the authorised person(s) whose signature(s) appear below.

Signature of [*Director/*Sole Director and
Secretary/* Sole Director – DELETE AS
APPROPRIATE]

Signature of [*Director/*Secretary –
DELETE AS APPROPRIATE. CAN ALSO
DELETE THIS RIGHT COLUMN IF A SOLE
DIRECTOR AND SECRETARY OR SOLE
DIRECTOR WILL SIGN IN THE LEFT
COLUMN]

Name of [*Director/*Sole Director and
Secretary/* Sole Director – DELETE AS
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Name of [*Director/*Secretary – DELETE
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COLUMN]

*[IF SIGNED BY ELECTRONIC
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me, or at my direction, on [Insert date
electronic signature was affixed]']

*[IF SIGNED BY ELECTRONIC
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**Pondicherry Precinct (excluding Tranche 41) & Combined
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electronic signature was affixed]']

*[IF SIGNED BY ELECTRONIC
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electronic signature was affixed]']

**Pondicherry Precinct (excluding Tranche 41) & Combined
Development Lot Threshold Planning Agreement**

Camden Council

Greenfields Development Company No.2 Pty Ltd

Leppington Pastoral Co Pty Ltd

Appendix

(Clause 65)

Environmental Planning and Assessment Regulation 2021

(Section 205)

Explanatory Note

Draft Planning Agreement

Under s7.4 of the *Environmental Planning and Assessment Act 1979*

Parties

Camden Council ABN 31 117 341 764 of 70 Central Avenue, ORAN PARK NSW
2570 (**Council**)

and

Greenfields Development Company No.2 Pty Ltd ACN 133 939 965
of 1675 The Northern Rd BRINGELLY NSW 2556 (**Developer**)

and

Leppington Pastoral Co Pty Ltd ACN 000 420 404 of 1675 The Northern Rd
BRINGELLY NSW 2556 (**Landowner**)

**Description of the Land to which the Draft Planning
Agreement Applies**

This Draft Planning Agreement applies to the land identified in the Plan contained at Schedule
4 of the Draft Planning Agreement, with the following title references:

- Lot 902, DP 1258129
- Lot 901, DP 1258129
- Lot 9112, DP 1298973
- Lot 9111, DP 1298973
- Lot 9110, DP 1298973

Pondicherry Precinct (excluding Tranche 41) & Combined Development Lot Threshold Planning Agreement

Camden Council

Greenfields Development Company No.2 Pty Ltd

Leppington Pastoral Co Pty Ltd

-
- Lot 9098, DP 1274778
 - Lot 9106, DP 1279817
 - Lot 9103, DP 1279817
 - Lot 9102, DP 1279817
 - Lot 9093, DP 1267156
 - Lot 9096, DP 1267156
 - Lot 8001, DP 1257213

The Planning Agreement applies to the Tranche 41 Land and the Oran Park Land.

Description of Proposed Development

Development, within the meaning of the Act, of the Pondicherry Precinct Land involving the subdivision of the Pondicherry Precinct Land up to 4,200 Final Lots and associated works, the subject of Development Consent (as modified from time to time) granted as a consequence of the making of the LEP Amendment.

This Planning Agreement also applies to:

- The Tranche 41 Development to the extent referred to in Schedule 1,
- The Pondicherry Precinct Additional Development, the Oran Park Additional Development and the Tranche 41 Additional Development to the extent referred to in clause 8.1 and clause 10, and
- the development of any Final Lot in the Combined Development that exceeds the Combined Development Lot Threshold (10,416 Final Lots).

Summary of Objectives, Nature and Effect of the Draft Planning Agreement

Objectives of Draft Planning Agreement

The objectives of the Draft Planning Agreement are to provide infrastructure and facilities to meet the requirements of the development in the Pondicherry Precinct Land (and to a certain extent Tranche 41 Land and the Oran Park land) and provide for the dedication of associated land to Council. Specifically, the Developer and Landowner are to provide work and land for the purposes of open space and recreation, active open space, roads and transport and traffic management, drainage, recreation, community facilities and environmental amenity.

The Developer is also to provide monetary contributions for the Council's administration and management costs and towards in the operation and management of the lakes.

In addition to the above, if the Council resolves to allow Secondary Recreation Contact in the lakes, the Developer is to provide additional monetary contributions for the Council's management and operation of the lakes.

If there is development of any Final Lot in the Combined Development that exceeds the Combined Development Lot Threshold, then the Developer is to either pay additional monetary contributions or dedicate additional land per Final Lot in those

**Pondicherry Precinct (excluding Tranche 41) & Combined
Development Lot Threshold Planning Agreement**

Camden Council

Greenfields Development Company No.2 Pty Ltd

Leppington Pastoral Co Pty Ltd

developments for the public purposes as specified by Council in its notice to the Developer. The additional monetary or land contributions amounts are dependent on the purpose of the Final Lot and the type of development proposed.

Nature of Draft Planning Agreement

The Draft Planning Agreement is a planning agreement under s7.4 of the EPA Act. It is a voluntary agreement, under which the Developer and Landowner make Development Contributions (as defined in clause 1.1 of the Draft Planning Agreement) for various public purposes (as defined in s 7.4(2) of the EPA Act).

Effect of the Draft Planning Agreement

The Draft Planning Agreement:

- is in connection with the Planning Proposal, LEP Amendment and the carrying out by the Developer of the Pondicherry Precinct Land, and to certain extent, development on the Tranche 41 Land and Oran Park Land,
- is the separate planning agreement referred to in Column 5 of item 23 of Schedule 1 of the Tranche 41 VPA,
- excludes the application of s 7.11 and s 7.12 of the EPA Act to the Development,
- does not exclude the application of Division 7.1, Subdivision 4 of the EPA Act to the Development,
- requires dedication of land and carrying out of works for various public purposes,
- requires the payment of monetary contributions for various public purposes,
- requires the Developer and Landowner to provide security as follows:
 - provide a bank guarantee, bond or other form of security (as agreed); and
 - grant the Council a charge over the charge land,
 - compulsory acquisition arrangements for the land dedication.
- is to be registered on the titles to the part of the Land,
- imposes restrictions on the Developer and Landowner transferring the Land or part of the Land or assigning an interest under the Agreement,
- provides two dispute resolution methods where a dispute arises under the agreement, being mediation and expert determination,
- provides that the agreement is governed by the law of New South Wales,
- provides that the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) applies to the agreement.

**Pondicherry Precinct (excluding Tranche 41) & Combined
Development Lot Threshold Planning Agreement**

Camden Council

Greenfields Development Company No.2 Pty Ltd

Leppington Pastoral Co Pty Ltd

Assessment of the Merits of the Draft Planning Agreement

The Planning Purposes Served by the Draft Planning Agreement

The Draft Planning Agreement:

- promotes and co-ordinates the orderly and economic use and development of the land to which the Planning Agreement applies,
- allows for the delivery and co-ordination of various public amenities and facilities,
- provides land for public purposes in connection with the Development, including for water management, open space and roads and traffic, and
- provides and co-ordinates community services and facilities in connection with the Development.

The Draft Planning Agreement provides a reasonable means of achieving these planning purposes by requiring the Developer and Landowner to make monetary, works and land dedication contributions to Council, to facilitate the development of the land in connection with the provision of necessary infrastructure and community facilities.

How the Draft Planning Agreement Promotes the Public Interest

The Draft Planning Agreement promotes the public interest by:

- promoting the objects of the EPA Act set out in sections 1.3(a), (c) and (j); and
- delivering infrastructure and facilities which benefit the local and wider community.

For Planning Authorities:

Development Corporations - How the Draft Planning Agreement Promotes its Statutory Responsibilities

N/A

Other Public Authorities – How the Draft Planning Agreement Promotes the Objects (if any) of the Act under which it is Constituted

N/A

Councils – How the Draft Planning Agreement Promotes the Guiding Principles for councils in s8A of the Local Government Act 1993 (Previously s8 Elements of the Council's Charter)

The Draft Planning Agreement promotes the guiding principles for councils by ensuring that land is managed and works are delivered which will ensure adequate, equitable and appropriate services and facilities are provided for the community as made necessary by the Development in an affordable way,

**Pondicherry Precinct (excluding Tranche 41) & Combined
Development Lot Threshold Planning Agreement**

Camden Council

Greenfields Development Company No.2 Pty Ltd

Leppington Pastoral Co Pty Ltd

and enables Council to work with others to secure appropriate services for local community needs.

***All Planning Authorities – Whether the Draft Planning Agreement
Conforms with the Authority’s Capital Works Program***

The Draft Planning Agreement does not conform with the Council’s capital works program as it contains items that are not in that program.

***All Planning Authorities – Whether the Draft Planning Agreement
specifies that certain requirements must be complied with before a
construction certificate, occupation certificate or subdivision
certificate is issued***

This Draft Planning Agreement contains requirements that must be complied with before certain construction certificates may be issued, namely the approval of the design of works.

This Draft Planning Agreement contains requirements that must be complied with before certain subdivision certificates may be issued, namely the carrying out of works and dedication of land, and payment of monetary contributions.

Lot yields in Pondicherry, Oran Park and Tranche 41 VPAs

Basic principles across the Oran Park, Tranche 41 and draft Pondicherry VPAs

1. Separate VPAs are in place for both Oran Park and Tranche 41. Greenfields has offered to put a VPA in place for Pondicherry and that offer has been documented by Council's lawyers and is due to be reported to Council imminently.
2. Each VPA contemplates a "final lot" yield threshold for each release area as follows:
 - Oran Park – 7,756 lots (originally 5,500 lots)
 - Tranche 41 – 460 lots (originally 470 lots)
 - Pondicherry – 2,200 (proposed).
3. The Oran Park and Tranche 41 VPAs operates so that if the lot threshold is exceeded then Greenfields either makes development contributions consistent with whatever section 7.11 Contributions Plan/s apply to the subject land, or else Greenfields makes alternative arrangements.
4. In the case of the Oran Park VPA, Greenfields has already made alternative arrangements on two separate occasions, in anticipation of potentially exceeding the lot threshold applicable at the time.
5. In the first instance, based on higher lot yields being achieved in Oran Park than originally envisaged, Greenfields and Council agreed to increase Oran Park's lot threshold from 5,500 lots to 7,700 lots. This figure included an allowance for up to 1,800 apartments in the Town Centre (ie.) it "baked in" the outcomes now being sought in the Town Centre Planning Proposal which is currently under consideration by Council. In return for the increased lot yield, Greenfields substantially increased its monetary contribution to Council for the Recreation Centre, allowing it to evolve from a 25m outdoor pool to the 50m indoor pool and multi-purpose facility currently under construction.
6. In the second instance, the planning proposal for the 12 storey residential apartment building above The Podium Stage 2 yielded an additional 56 dwellings. To offset the recreation needs of the additional residents in those 56 dwellings, Greenfields offered to make the temporary park on the corner of Peter Brock Drive and Oran Park Drive a permanent park.
7. At the time this offer was made, the Oran Park VPA Amendment No. 2 discussions (to take the lot yield from 5,500 to 7,700 lots and construct the larger recreation Centre) were underway but not yet finalised. What became Amendment No. 3 (making the temporary park a permanent park) was undertaken separately so that the rezoning and accompanying VPA for the taller apartment building was 'self-contained' and not linked with the wider negotiations for the additional lot yield in Oran Park. This explains why the lot threshold for Oran Park is now 7,756 lots, inclusive of the additional apartment buildings likely to be yielded from the current Town Centre Planning Proposal.

Pondicherry VPA and the Combined Development threshold

8. An integral part of our offer to Council for the Pondicherry VPA was the notion that we combine the individual lot thresholds of the three VPAs to create an overall Combined Development threshold. This figure is 10,416 lots (7,756 + 460 + 2,200). Greenfields has now prepared DAs for all land in Tranche 41 and we are confident the yield will not exceed 460 lots; Tranche 41 is currently on target to yield 453 lots. The most recent reduction in expected lot yield has come about as a result of locating a child care centre in Tranche 41 on what were previously detached residential lots.
9. The Combined Development threshold concept allows Greenfields to 'massage' the individual lot thresholds between the different VPAs, provided the overall Combined Development threshold is not exceeded. For example, if Greenfields only achieved 450 lots in Tranche 41, it could produce an additional 10 lots in Pondicherry (taking the yield to 2,210) without penalty, provided 7,756 lots or fewer are produced in Oran Park and the combined areas stay beneath the 10,416 lot Combined Development threshold.
10. In practical terms, this means Tranche 41, Pondicherry and Oran Park are operating as a single catchment and it assumes the facilities and services provided by Greenfields in one area will be used and enjoyed by the residents of the other areas. We expect this is exactly what will occur in real life.
11. In the event that the Combined Development threshold is exceeded, the draft Pondicherry VPA has an equalisation clause (clause 11). The effect of clause 11 is that for every lot in excess of 10,416 lots, Council can require Greenfields to either make additional land dedications or pay additional monetary contributions.
 - If making additional land dedications, the land is to be dedicated at the rate of 150m² per additional lot and is proposed to come from the 'surplus' open space land in north east Pondicherry (where the temporary detention basin will be located, adjacent to the playing fields in Pondicherry to be provided under the VPA)
 - If making a monetary contribution, the draft VPA requires it at the rate of \$60,000 (indexed) per additional lot over the Combined Development threshold
 - The draft VPA also allows Council to require a mix of land dedications and monetary contributions.
12. The current drafting of the Pondicherry VPA allows an individual VPA to exceed its lot yield by up to 10%. However, if this was to occur, Greenfields would need to reduce the lot yield across the other VPAs to keep below the 10,416 lot Combined Development threshold (assuming Greenfields wanted to avoid making additional monetary contributions or land dedications).
13. Therefore, the risk that Greenfields significantly exceeds the expected lot yield across all release areas and produces (say) an additional 1,000 lots is unlikely in the extreme because of the moderating impact of both the Combined Development threshold definition and equalisation clause in the draft Pondicherry VPA. This is discussed further in paragraphs 29-31.

14. When discussing this provision most recently with Council, Greenfields flagged that in the event the Combined Development threshold is exceeded, the land dedications and/or monetary contributions should reflect the nature of the lots which have caused the threshold to be exceeded. The figures quoted in paragraph 11 above assumed a detached lot with a population of 3.3 people per lot. If the lots which actually exceed the Combined Development threshold are medium density or apartment lots, they would generate fewer people due to their lower occupancy rates.
15. Consequently, the land dedication or monetary contribution should reflect the occupancy rates of the additional lots above the Combined Development threshold, rather than a default detached lot's occupancy rate. This is an important principle for Greenfields if the Combined Development threshold and equalisation clause are to remain as presently drafted in the Pondicherry VPA.
16. To provide greater clarity on this point, Greenfields asks that minor amendments to the current draft Pondicherry VPA occur. This may require further refinement to how Items 87 and 92 are described in Schedule 1 to the draft VPA, so that the rates of land dedication or monetary contribution are commensurate with the occupancy ratios of the dwelling types which cause the exceedance.
17. The Elton Consulting "*Social Infrastructure Assessment*" report, which formed the basis of the social infrastructure needs assessment for Pondicherry, used occupancy ratios specified by the then Department of Planning and Environment to determine social infrastructure needs in Pondicherry. The rates which were agreed for use in the Pondicherry "*Social Infrastructure Assessment*" report were:
 - Detached dwelling – 3.33 people/dwelling
 - Attached dwelling – 2.15 people/dwelling
 - Apartment dwelling – 1.23 people/dwelling.
18. These rates are the ones which should be applied to any dwellings which exceed the 10,416 lot Combined Development threshold.

If the Combined Development threshold is exceeded, where would it most likely occur?

19. As previously noted, the development yield in Tranche 41 is all but settled, given the status of development applications in that area. Greenfields is very confident the total yield in Tranche 41 will not exceed 460 lots and will be 453 lots.
20. Similarly, the medium density and detached lot yield in Oran Park is very firm because development consents are to hand for nearly all the land in Oran Park capable of accommodating this form of development. However, there is still a degree of uncertainty about the ultimate apartment yield in the Town Centre, given the status of the Town Centre Planning Proposal.

21. We have 'baked in' a yield of 1,800 apartments in total in the Town Centre as part of the current lot threshold of 7,756 specified in the Oran Park VPA. This assumes the current Town Centre Planning Proposal is approved. However, depending on final rezoning and subsequent development approvals, and the condition of the market at the time development approvals are sought, we believe this figure could be as low as 1,600 apartment lots and as high as 2,050 apartment lots.
22. In Pondicherry, Greenfields has pushed on with designing subdivision layouts during the time taken to finalise the Planning Proposal for exhibition. We have development application level of detail for nearly all of Pondicherry's detached lot tranches, and medium to high confidence of the yields in the consolidated medium and high density areas in the Pondicherry Lakeside precinct (Tranche 46).
23. We are presently showing a lot yield of 123 lots for Pondicherry's share of Tranche 46, but depending on final designs, approvals and market demand, this could range between 100 lots to 300 lots. Tranche 46 is shared with Oran Park VPA, and this is one of the reasons why Greenfields proposed the Combined Development thresholds to deal with cross-VPA development yield issues.

How would the Combined Development threshold and equalisation clause work in real life?

24. The attached plan shows the two areas where expected lot yields in medium and high density areas are still subject to potential flux. Note this plan is currently being updated to show our proposed layouts up to Pivot Drive, being the northern extent of the Pondicherry Planning Proposal, because we now have well-resolved designs for all these areas except Tranche 48 (western Pondicherry). However, Tranche 48 comprises mostly standard detached allotments and so we are very confident in the yield calculations for this area, even though we do not yet have completed detailed designs.
25. If Greenfields realises the upper end of the expected yields for both Oran Park Town Centre and the Pondicherry Lakeside precinct, the Combined Development threshold could be exceeded by up to 427 lots, and the additional lots over the threshold would be exclusively medium or higher density dwellings, and would most likely be apartments. The Combined Development threshold provisions of the draft VPA would be invoked in this instance and Greenfields would be obliged to make monetary contributions or land dedications (or a combination thereof) to offset this additional yield at the rate applicable to the dwelling type which is causing the exceedance.
26. The area of 'surplus' open space in Pondicherry, from which land dedications would occur if the Combined Development threshold is exceeded, is currently measuring 4.33ha (refer attached plan, which is from Schedule 3 from the current draft VPA). At 4.33ha, and at a land dedication rate of 150m² per dwelling above the Combined Development threshold for detached dwellings (refer to clause 11), this equates to 289 additional detached dwelling lots (rounded to nearest whole lot) before the 'surplus' area is exhausted.

27. Let's assume apartment lots are the ones which exceed the Combined Development threshold, which is the more likely scenario for reasons outlined above. Assuming the occupancy ratio of an apartment is 1.6 people/dwelling (as achieved by Greenfields to date in Oran Park, across a mix of 1,2 and 3 bedroom apartments), and not the 1.23 people/dwelling as specified by DPE for Pondicherry, this would mean the Combined Development threshold could be exceeded by up to 596 apartment lots (rounded) before the 'surplus' area is exhausted.
28. Equally, Greenfields may end up 223 detached lots below the current expected VPA yields, if yields at the lower end of the possible ranges are achieved for both Oran Park Town Centre and Tranche 46 in Pondicherry. In this instance, the extent of facilities and services offered in the draft Pondicherry VPA are unaltered – there's no downward adjustment for a lower dwelling yield. Therefore, Council's position is strongly protected.

Offering additional certainty about lot yield transfers between VPA areas

29. Recent discussions with Council officers revealed there was concern the current Pondicherry VPA drafting allows a variation of up to 10% of expected lot yields across any of the Tranche 41, Oran Park and Pondicherry VPAs (while still not exceeding the Combined Development threshold). A scenario was discussed suggesting the facilities in one VPA area may become overburdened by a transfer of lot yield/population between VPAs. Note that a converse argument also applies: the area from which the lot transfer occurred is now 'over provisioned' in facilities compared to original VPA expectations. For simplicity's sake, Greenfields will not pursue this argument.
30. As discussed previously, the areas where a transfer of yield could occur is between Pondicherry Lakeside (Tranche 46) and Oran Park Town Centre, where there is still some uncertainty around total expected yield.
31. Considering this, to further safeguard against a potential mismatch of population and facilities, and to provide Council additional comfort about expected final lot yields overall, Greenfields is prepared to commit to a maximum transfer of up to 250 lots between Pondicherry Lakeside (Tranche 46) and Oran Park Town Centre, within the Combined Development threshold of 10,416 lots.

Concern regarding the wider planning reforms proposed by Department of Planning, Housing and Infrastructure (DPHI)

32. In a recent discussion with senior Council staff, the potential impact of DPHI's planning reforms to residential zones proposed were raised. Concern was expressed that Greenfields may be able to increase its lot yields in the future by taking advantage of the more liberal planning controls.

33. While the planning control amendments proposed by DPHI could give Greenfield the ability to increase its development yields, any increase in yields enabled by these revised planning controls would still be counted in the Combined Development threshold in the Pondicherry VPA (if adopted in its current form). The relevant clauses in the Pondicherry VPA will act to moderate Greenfields' propensity to increase yields beyond the 10,416 lot Combined Development threshold, and have a defined remedy or counterbalance in the event we do exceed the threshold.
34. If Greenfields does elect to increase its yields by virtue of the revised planning controls, it is still obliged to pay additional monetary contributions or make land dedications for every lot in exceedance of the threshold by virtue of the tight drafting in the Pondicherry draft VPA.

Conclusion

35. Council has a 'belt and braces' arrangement in place under the draft Pondicherry VPA which manages the Council's risk of Greenfields producing additional lots without there being a commensurate contribution to facilities and services.
36. This arrangement is resilient even in the face of amendments to planning controls being proposed by DPHI. In fact, the arrangements being proposed by Greenfields under the Pondicherry draft VPA remove any risk for Council of there being an 'unearned benefit' by Greenfields. The same cannot be said for all other parts of the Camden local government area not covered by the various Greenfields VPAs.
37. We trust this paper deals with Council's residual concerns regarding the Pondicherry draft VPA. If there are any questions arising, we would be pleased to discuss them further with you.

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24th July 2023
The General Manager
Camden Council
70 Central Avenue
Oran Park NSW 2570

Attention: Ben Richards

Dear Ben,

**LETTER OF OFFER – VOLUNTARY PLANNING AGREEMENT (VPA)
499, 501, 585, 589, 591 AND 593 COBBITTY ROAD, COBBITTY**

Pursuant to section 7.4 of the *Environmental Planning and Assessment Act 1979* (**Act**) and part 9, division 1 of the *Environmental Planning and Assessment Regulation 2021*, Mirvac Homes (NSW) Pty Limited (**Mirvac**) hereby offers to enter into a Voluntary Planning Agreement (**VPA Offer**) with Camden Council (**Council**).

This VPA Offer relates to the development of Lots 1, 2, 3, 4, 5 and 6 in DP 1276275 (**Land**). The Land is included within the Oran Park and Turner Road Contribution Plan and will be subject to several development applications for the development of the site.

The terms of the VPA Offer are as follows:

1	Parties [s7.4(1)]	Mirvac Homes (NSW) Pty Ltd ACN 006 922 998 The Council of Camden ABN 31 117 341 764
2	Description of the land [s7.4(3)(a)]	Lots 1, 2, 3, 4, 5 and 6 in DP 1276275 situated at no 499, 501, 585, 589, 591 and 593 Cobbitty Road, Cobbitty (as shown in Annexure A)
3	Description of the development to which the agreement applies [s7.4(3)(b)(ii)]	Development of the Land for urban purposes, involving the subdivision of the Land to accommodate approximately 948 dwelling lots and additional non-residential development, and associated infrastructure.
4	Nature and extent of the provision to be made by the developer under the agreement, the time or times by which the provision is to be made and the manner by which the provision is to be made [s7.4(3)(c)]	<p>Mirvac proposes to deliver the following contributions in connection with the development of the Land in line with Oran Park & Turner Road Precincts s7.11 plan:</p> <p>Transport Management</p> <ol style="list-style-type: none"> 1. Sub Arterial Road (remaining sections of Charles Macintosh Parkway) 2. Roundabouts x 4 3. 2 Lane Road/Bridge/Water Crossing 4. Cycleway/Shared Path 5. Bus Stops x 4 6. Cobbitty Road upgrade fronting site <p>Water Cycle Management Facilities:</p> <ol style="list-style-type: none"> 1. Wetland/Detention Basins

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Mirvac Funds Limited
ABN 70 002 561 640
AFSL 233121
Responsible Entity for Mirvac Property Trust
ARSN 086 780 645

Mirvac Real Estate Pty Ltd
ABN 65 003 342 452

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		<p>2. Water Quality Bio ribbons/Pipework</p> <p>Open Space and Recreation Facilities:</p> <ol style="list-style-type: none"> 1. Playing Field with associated children's play equipment 2. Other passive open space with riparian style embellishments <p>Community Facilities:</p> <ol style="list-style-type: none"> 1. Multipurpose Community Centre <p>Mirvac agrees to deliver the above works at its cost.</p> <p>It is proposed that the following works items within the Oran Park and Turner Road Contribution Plan are completed by Council:</p> <p>Community Facilities:</p> <ol style="list-style-type: none"> 1. Multipurpose Community Centre Works component (C2.2 and C2.2a). <p>Items are detailed within the Schedule at Annexure B and shown on the VPA Works plan and VPA Land Dedication plan in Annexure C.</p>
5	Exclusion (wholly or in part) of section 7.11, 7.12 or 7.24 contributions [s7.4(3)(d)]	<ul style="list-style-type: none"> ▪ The VPA will exclude the application of Section 7.11 contributions ▪ The VPA will exclude the application of Section 7.12 contributions ▪ The VPA will not exclude the application of Section 7.24 contributions
6	Whether benefits under the agreement are or are not to be taken into consideration in determining a development contribution under section 7.11 [s7.4(3)(e)]	The agreement is to exclude the application of s 7.11.
7	Mechanism for the resolution of disputes [s7.4(3)(f)]	Conventional dispute resolution mechanisms including mediation will be included in the VPA.
8	Enforcement of the agreement by a suitable means [s7.4(3)(g)]	Suitable security, such as the provision of a bond or guarantee, for the delivery of the contributions is to be negotiated and agreed with the parties.

In relation to approved DA2022/176, Mirvac's liability to pay contributions in accordance with Section 5, Condition 26 of that development consent would be discharged as a consequence of entering into the VPA and any bonded arrangements related to those contributions would be replaced by the security requirements agreed to under the VPA. The VPA offer relates to all current development applications and future development application associated with the development of the Land.

Mirvac makes this offer to enter into a VPA with the intent that the negotiations are able to progress to a point where an agreement is in place at the time of the grant of future development consents for the proposed development. Should the agreement not be in place at the point of subdivision certificate for the approved DA, as previously discussed with Council, it is proposed to bond contributions pending finalisation of the VPA.

The proposal aligns with the Oran Park Development Control Plan amendment recently endorsed by Council, on council meeting date 11th July 2023, to go on exhibition.

As Council would be aware, the total value of the public benefits proposed to be included in the VPA represents a considerable overpayment of the section 7.11 liability of the proposed development. In other words, absent a VPA, the value of the contributions required to be paid for the development in accordance with the Oran Park and Turner Road Precinct Contributions Plan is far lower than the value of the public benefits proposed in this VPA offer.

Mirvac looks forward to continuing its discussions with Council in relation to how this overpayment may be able to be addressed during the negotiation of the proposed VPA.

Mirvac agree to reimburse Council for reasonable legal costs incurred to negotiate, prepare, and finalise the VPA. We look forward to Council's response to this VPA Offer.

Yours sincerely,
Mirvac Homes (NSW) Pty Limited

Adam Perrott
Development Director

ANNEXURE A – LAND

ANNEXURE B – CONTRIBUTION SCHEDULE

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Schedule – Development Contributions

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Contribution Item	Public Purpose	Location identifier on Works or Land Dedication Map	Nature/Extent	Contribution Value	Timing
Carrying out of works *					
1. Urban Roads	Transport Management Facilities	1	Construction of Southern Boulevard West, being Charles MacIntosh Parkway (2 lanes) in the general location marked as item 1 on the VPA Works Dedication Map (reference item T2.4 in Oran Park and Turner Road Precincts Section 94 Contribution Plan (CP))	\$5,337,111	TBC
2. Urban Roads	Transport Management Facilities	2A, 2B, 2C and 2D	Construction of four (4) roundabouts (new) in the general locations marked as 2A, 2B, 2C and 2D on the VPA Works Dedication Map (Reference item T2.6 in CP)	\$1,579,027	TBC
3. Miscellaneous	Transport Management Facilities	3A, 3B and 3C	Construction of cycle ways (2.5m wide) in accordance with the VPA Works Dedication Map marked as: (i) 3A -cycleway area approximately 3,050m ² (ii) 3B -cycleway area approximately 515m ² (iii) 3C -cycleway area approximately 1,250m ²	\$722,254	TBC

Mirvac Limited Mirvac Funds Limited Mirvac Real Estate Pty Ltd
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			(Reference item T5.1 in CP)		
4. Miscellaneous	Transport Management Facilities		Construction of four (4) Bus Stops in locations to be agreed between the Developer and Council (Reference item T5.2 in CP)	\$101,679	TBC
5. Water Crossings	Transport Management Facilities	4A	Construction of One (1) crossing type identified as a bridge crossing marked as 4A on VPA Works Dedication Map (Reference item T6.2 in CP)	\$1,845,488	TBC
6. Wetland Footprint Sub catchment 3A -3B	Water Cycle Management Facilities		Water cycle management works and stormwater pipes for the Cobbitty Creeks Catchment to be constructed to cater for sub catchment on the site		TBC
Pipework		8	(i) Wetland footprint – sub catchment 3A-3B, area 15,050m ² (Reference item W5.2 in CP)	\$1,346,696	
		11	(ii) Pipework in catchment, length 1000m (Reference item W7.1 in CP)	\$1,282,566	
7. Water Quality	Water Cycle Management Facilities		Construction of water cycle management works including bioretention basins		TBC
		9A and 9B	(i) In sub catchment 3A-3B area 2,500m ² (Reference item W6.2 in CP)	\$417,580	
		10A,10B,10C,10D,		\$998,015	

		10E,10F and 10G	(ii) In sub catchment 4A-4B, area 5,975m ² (Reference item W6.3 in CP)		
8. Playing Fields	Open Space and Recreation	5A	Playing field incorporating one village green/community oval, Hard courts, Amenity building, and Parking. (area 34,250m ²) (Reference item OSR3.1 in CP)	\$4,073,038	TBC
9. Community Park / Green Space	Open Space and Recreation	6A	Embellishment of the Community Park/Green Space delivered in line with scope details in table 4.1 of CP at Northern Community Park, area 5,000m ² (Reference item OSR4.1 in CP)	\$1,700,146	TBC
10. Children's Playground / Playspace	Open Space and Recreation	6B	Embellishment of Children's playground and play space delivered in line with scope details in table 4.1 of CP at Southern open space, area 5,000m ² (Reference item OSR3.2 and OSR3.3 in CP)	\$596,542	TBC
11. Other Passive Open Spaces – Riparian Style Embellishment	Open Space and Recreation	7A, 7B, 7C, 7D, 7E,	Embellishment of riparian style passive open space as shown in the proposed ILP, total area 47,525m ² (Reference item OSR4.4 in CP)	\$1,626,473	TBC
12. Riparian Land	Passive open space – riparia Land	12A, 12B, 12C and 12D	Embellishment of Riparian Land in accordance with any Council, approved vegetation Management Plan (approximate total area 8.85Ha)	NIL	TBC

13. Upgrade Rural Roads	Transport Management Facilities	13	Upgrade of Cobbitty Road	\$476,176	TBC
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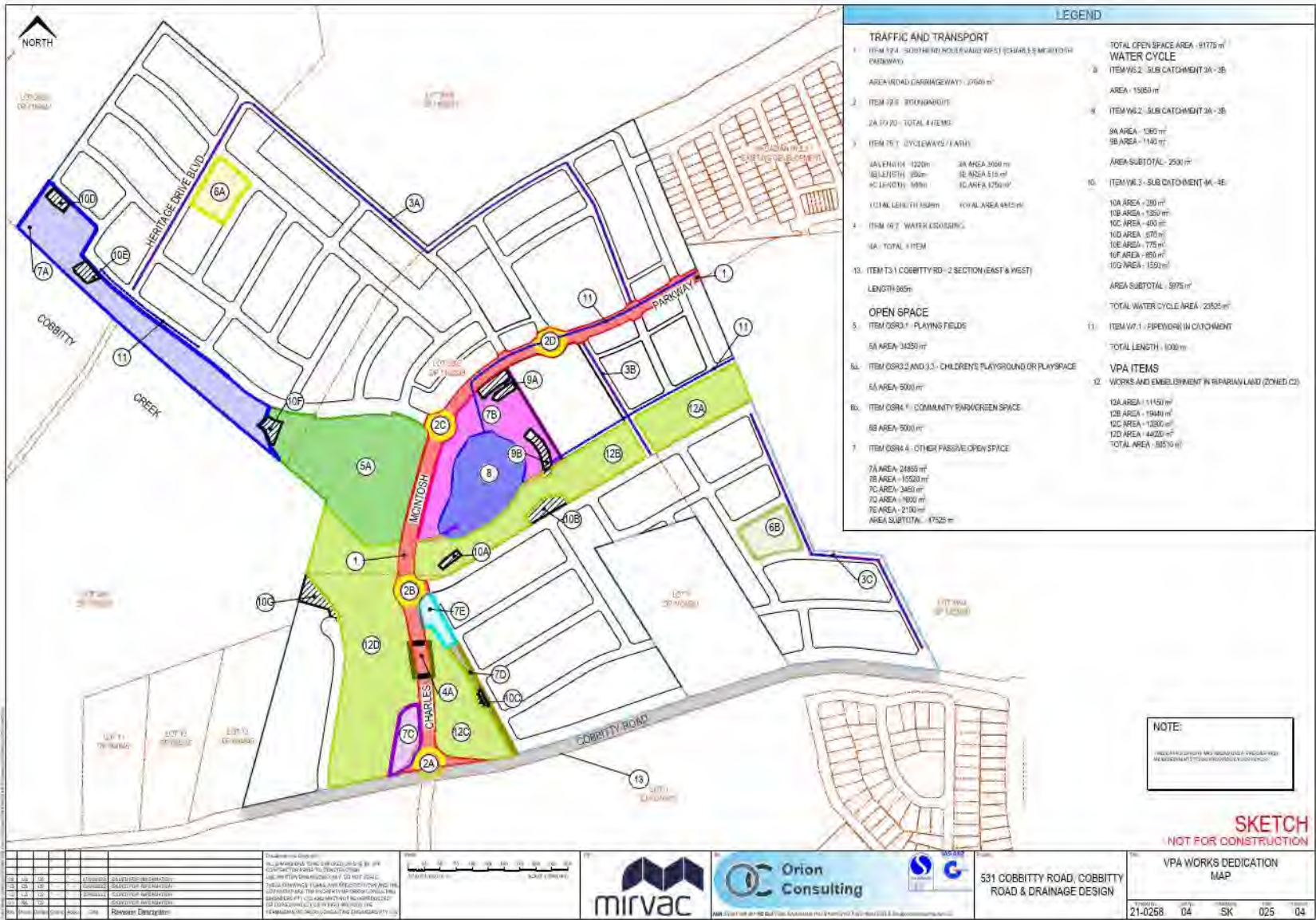
Dedication of Land **					
14. Urban Roads	Road and Traffic Management	2	Dedication of land on which item 1 is located (area 27,040m ²) (Reference item T1.1 in CP)	\$13,520,000	TBC
15. Wetland Footprint Sub catchment 3A -3B	Water Cycle Management Facilities	5C	Dedication of land which Item 6 (i) is located. (area 12,300m ²) (Reference item W1.9 in CP)	\$6,150,000	TBC
16. Subcatchment 3A -3B	Water Cycle Management Facilities	5A and 5B	Dedication of land which Item 7 is located. (i) In sub catchment 3A-3B area 2,310m ² (Reference item W1.9 in CP)	\$1,155,000	TBC
Sub catchment 4A -4B		6A, 6B, 6C, 6D and 6E	(ii) In sub catchment 4A-4B, area 4,045m ² (Reference item W1.10 in CP)	\$2,022,500	
17. Local Recreation	Open Space and recreation	3B	Dedication of land on which item 8 is located. (area 34,250m ²) (Reference item OSR1.1 in CP)	\$17,125,000	TBC
18. Local Recreation	Open Space and recreation	3A	Dedication of land on which item 9 above is located, area 5,000m ² (Reference item OSR1.1 in CP)	\$2,500,000	TBC
19. Local Recreation	Open Space and recreation	3C	Dedication of land referred to in item 10 above, for the purposes of Children's playground and play	\$2,500,000	TBC

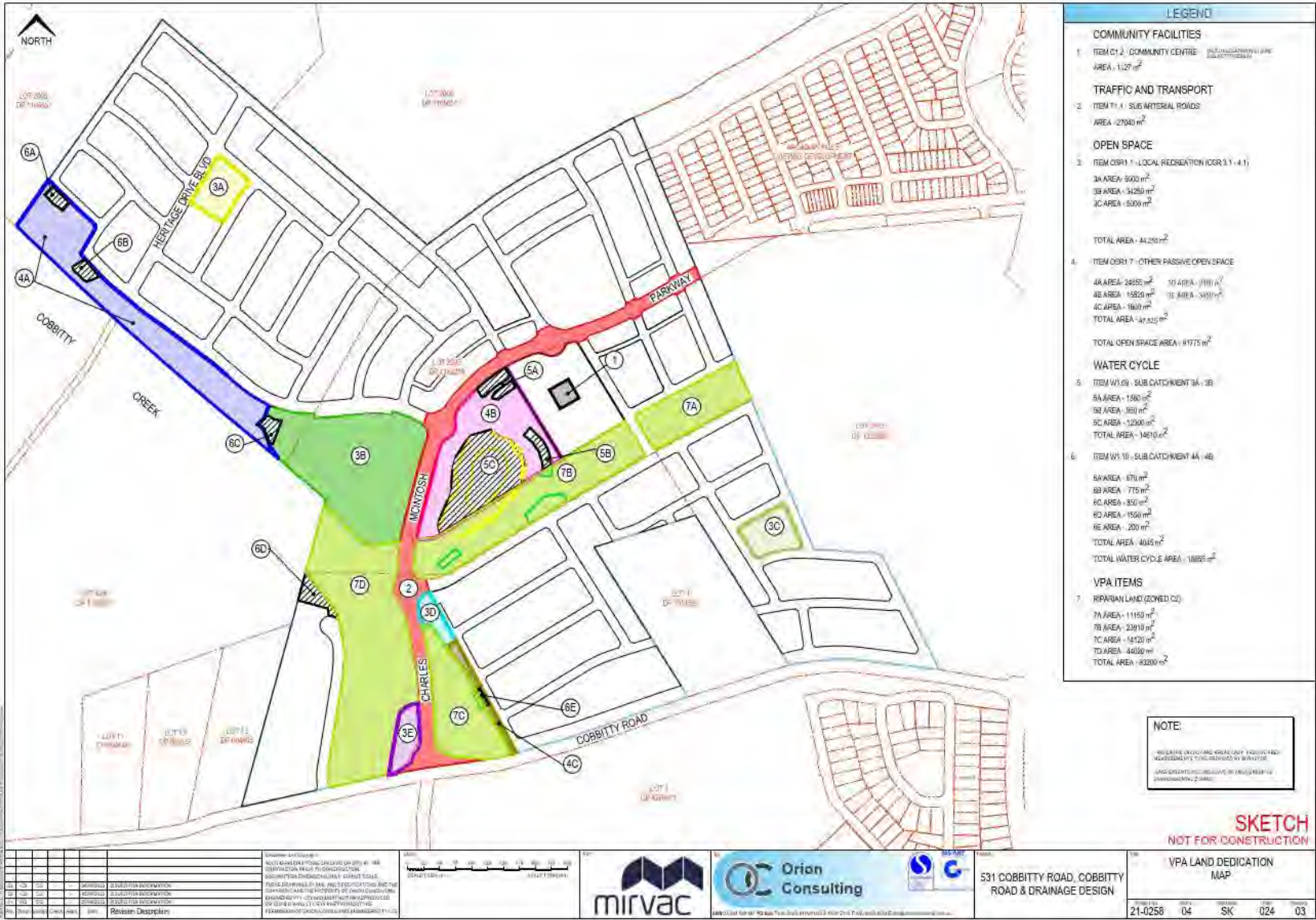
			space at Southern open space, area 5,000m ² (Reference item OSR1.1 in CP)		
20. Other Passive Open Space - Riparian Style Embellishment	Open Space and recreation	3D	Dedication of passive open space land at entrance park 1, approximate area 2,100m ² (Reference item OSR1.7 in CP)	\$1,050,000	TBC
21. Other Passive Open Space - Riparian Style Embellishment	Open Space and recreation	3E	Dedication of passive open space land at entrance park 2, approximate area 3,450m ² (Reference item OSR1.7 in CP)	\$1,725,000	TBC
22. Other Passive Open Space - Riparian Style Embellishment	Open Space and recreation	4A, 4B and 4C	Dedication of passive open space land on which item 11 is located, approximate area 41,975m ² (Reference item OSR1.7 in CP)	\$20,987,500	TBC
23. Riparian Land	Open Space, Recreation, and Environmental Conservation	7A, 7B, 7C and 7D	Dedication of riparian corridor land of which item 12 is located, as agreed between the Parties, in accordance with the Riparian Corridor Land Policy and this Agreement.	NIL	TBC
24. Multi-purpose community centre	Community Facilities	1	Dedication of approximately 1,127m ² of land for the delivering a Multipurpose community centre by council (Reference item C1.2 in CP)	\$563,500	TBC

Monetary Contributions					
1. Multi-purpose community centre	Community Facilities	1	One (1) multi-purpose community building	\$2,272,368	TBC
2. Multi-purpose community centre carpark and landscaping	Community Facilities	1	Carparking and landscaping associated with item 1	\$106,821	TBC

*Note: The Works values are calculated using the rates in the CP, indexed in accordance with December 2022 CPI.
**Note: The land values are calculated by using land rates from the CP, indexed in accordance with Council's September 2022 LVI for the CP.
Note: Based on the delivery of 948 dwellings

ANNEXURE C
VPA WORKS PLAN
VPA LAND DEDICATION PLAN





Deed

**499, 501, 585, 589, 591 & 593 Cobbitty Road,
Cobbitty**

Planning Agreement

Under s7.4 of the *Environmental Planning and Assessment Act 1979*

Camden Council

Mirvac Homes (NSW) Pty Ltd

**Mirvac Residential Sub Co Pty Ltd as trustee for the Cobbitty
Sub Trust**

Date:

3447-0841-6810v10

499, 501, 585, 589, 591 & 593 Cobbitty Road, Cobbitty Planning Agreement**Camden Council****Mirvac Homes (NSW) Pty Ltd****Mirvac Residential Sub Co Pty Ltd as trustee for the Cobbitty Sub Trust****499, 501, 585, 589, 591 & 593 Cobbitty Road,
Cobbitty
Planning Agreement****Table of Contents**

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499, 501, 585, 589, 591 & 593 Cobbitty Road, Cobbitty Planning Agreement

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Mirvac Residential Sub Co Pty Ltd as trustee for the Cobbitty Sub Trust

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499, 501, 585, 589, 591 & 593 Cobbitty Road, Cobbitty Planning Agreement

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Mirvac Residential Sub Co Pty Ltd as trustee for the Cobbitty Sub Trust

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499, 501, 585, 589, 591 & 593 Cobbitty Road, Cobbitty Planning Agreement**Camden Council****Mirvac Homes (NSW) Pty Ltd****Mirvac Residential Sub Co Pty Ltd as trustee for the Cobbitty Sub Trust**

**499, 501, 585, 589, 591 & 593 Cobbitty Road,
Cobbitty Planning Agreement****Summary Sheet****Council:****Name:** Camden Council**Address:** 70 Central Avenue, Oran Park, NSW 2570**Telephone:** (02) 4654 7777**Email:** mail@camden.nsw.gov.au**Representative:** General Manager**Developer:****Name:** Mirvac Homes (NSW) Pty Ltd**Address:** Level 28, 200 George Street, Sydney NSW 2000**Telephone:** (02) 9080 8052**Email:** christopher.ephraums@mirvac.com**Representative:** Christopher Ephraums**Cobbitty Sub Trust:****Name:** Mirvac Residential Sub Co Pty Ltd as trustee for the Cobbitty Sub Trust**Address:** Level 28, 200 George Street, Sydney NSW 2000**Telephone:** TBC**Email:** TBC**Representative:** TBC**Land:**CAM_CAM23019_026
CAM_CAM23019_026

499, 501, 585, 589, 591 & 593 Cobbitty Road, Cobbitty Planning Agreement**Camden Council****Mirvac Homes (NSW) Pty Ltd****Mirvac Residential Sub Co Pty Ltd as trustee for the Cobbitty Sub Trust**

See definition of *Land* in clause 1.1.

Development:

See definition of *Development* in clause 1.1.

Development Contributions:

See clause 9 and Schedule 1.

Application of s7.11, s7.12 and Division 7.1, Subdivision 4 of the Act:

See clause 8.

Security:

See Part 4.

Registration:

See clause 34.

Restriction on dealings:

See clause 35.

Dispute Resolution:

See Part 3.

499, 501, 585, 589, 591 & 593 Cobbitty Road, Cobbitty Planning Agreement

Camden Council

Mirvac Homes (NSW) Pty Ltd

Mirvac Residential Sub Co Pty Ltd as trustee for the Cobbitty Sub Trust

499, 501, 585, 589, 591 & 593 Cobbitty Road, Cobbitty Planning Agreement

Under s7.4 of the *Environmental Planning and Assessment Act 1979*

Parties

Camden Council ABN 31 117 341 764 of 70 Central Avenue, ORAN PARK, NSW 2570 (**Council**)

and

Mirvac Homes (NSW) Pty Ltd ACN 006 922 998 of Level 28, 200 George Street, Sydney NSW 2000 (**Developer**)

and

Mirvac Residential Sub Co Pty Ltd ACN 672 683 797 as trustee for the Cobbitty Sub Trust ABN 15 561 438 643 (**Cobbitty Sub Trust**)

Background

- A The Developer is the registered proprietor of land at Cobbitty Road, Cobbitty.
- B The Developer has entered into a contract for sale to transfer part of the Land (being the Registration Land) to the Cobbitty Sub Trust. Settlement of that contract may occur prior to or after the commencement of this Deed.
- C The Developer is carrying out the Development of the Land involving subdivision of the Land into residential lots.
- D The Existing Development Consents have been granted for development of 150 residential lots and the Developer has and intends to lodge further development applications for the Development.
- E The Developer offers to carry out works and dedicate land to the Council in accordance with this Deed in connection with the Development.
- F For the purposes of the Existing Development Consents and s7.11(5)(b) of the Act, the Council accepts the carrying out of works under this Deed in full satisfaction of the monetary Development Contributions required to be paid to the Council pursuant to s7.11 of the Act under those Development Consents.
- G The Developer is negotiating a land swap arrangement with an adjoining landowner. The Parties agree that on and from the date the land the subject of those negotiations becomes owned by the Developer or the Cobbitty Sub Trust, this Deed will apply to that land.

499, 501, 585, 589, 591 & 593 Cobbitty Road, Cobbitty Planning Agreement

Camden Council

Mirvac Homes (NSW) Pty Ltd

Mirvac Residential Sub Co Pty Ltd as trustee for the Cobbitty Sub Trust

Operative provisions

Part 1 - Preliminary

1 Interpretation

1.1 In this Deed the following definitions apply:

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

Approval includes approval, consent, licence, permission or the like.

Authority means the Commonwealth or New South Wales government, a Minister of the Crown, a government department, a public authority established by or under any Act, a council or county council constituted under the *Local Government Act 1993*, or a person or body exercising functions under any Act including a commission, panel, court, tribunal and the like.

Bank Guarantee means an irrevocable and unconditional undertaking without any expiry or end date in favour of the Council to pay an amount or amounts of money to the Council on demand issued by:

(a) one of the following trading banks:

- (i) Australia and New Zealand Banking Group Limited,
- (ii) Commonwealth Bank of Australia,
- (iii) Macquarie Bank Limited,
- (iv) National Australia Bank Limited,
- (iv) St George Bank Limited,
- (v) HSBC Bank Australia Limited,
- (vi) Westpac Banking Corporation, or

(b) any other financial institution approved by the Council in its absolute discretion.

Claim includes a claim, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding or right of action.

Clearance Certificate means a clearance certificate issued by the Commissioner for Taxation under paragraph 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth).

Construction Certificate has the same meaning as in the Act.

Contribution Value in relation to a Development Contribution Item means the \$ amount specified in Column 7 of the table in Schedule 1 in respect of that Development Contribution Item, or as agreed between the Parties as the value of the Development Contribution Item, indexed from the date specified in Column 7 of the table in Schedule 1 in accordance with the CPI.

Contributions Plan or **CP** means the document titled '*Oran Park and Turner Road Precincts Section 94 Contributions Plan*' approved by the Council under s7.18 of the Act, as amended and replaced from time to time.

499, 501, 585, 589, 591 & 593 Cobbitty Road, Cobbitty Planning Agreement

Camden Council

Mirvac Homes (NSW) Pty Ltd

Mirvac Residential Sub Co Pty Ltd as trustee for the Cobbitty Sub Trust

Cost means a cost, charge, expense, outgoing, payment, fee and other expenditure of any nature.

CPI means the *Consumer Price Index (All Groups – Sydney)* published by the Australian Bureau of Statistics.

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

Defect means anything that adversely affects, or is likely to adversely affect, the appearance, structural integrity, functionality or use or enjoyment of a Work or any part of a Work.

Defects Liability Period means the period of 1 year commencing on the day immediately after a Work is completed for the purposes of this Deed.

Design Approval and Maintenance Schedule means the table in Schedule 2.

Development means the subdivision of the Land into Final Lots, pursuant to the Existing Development Consents and future Development Consents, as modified from time to time.

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, but does not include any Security or other benefit provided by a Party to the Council to secure the enforcement of that Party's obligations under this Deed for the purposes of s7.4(3)(g) of the Act.

Development Contribution Item means an item of Development Contribution specified in Column 1 of Schedule 1 or otherwise as agreed between the Parties in accordance with this Deed.

Dispute means a dispute or difference between the Parties under or in relation to this Deed.

ELNO or Electronic Lodgment Network Operator has the meaning given to that term in the Participation Rules and the *Electronic Conveyancing National Law* (NSW).

Equipment means any equipment, apparatus, vehicle or other equipment or thing to be used by or on behalf of the Developer in connection with the performance of its obligations under this Deed.

Existing Development Consents means the Development Consents granted to Development Applications DA/2022/176 and DA/2023/215 for subdivision of part of the Land to create 120 and 30 Final Lots, respectively, as modified from time to time. **[Drafting Note: Parties to check whether development consent has been granted to any additional DAs before finalisation of the VPA and, if so, whether any updates are required to be made to this definition. In particular, DA/2013/292, DA/2023/399, DA/2023/461 and DA/2023/580.]**

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.

499, 501, 585, 589, 591 & 593 Cobbitty Road, Cobbitty Planning Agreement

Camden Council

Mirvac Homes (NSW) Pty Ltd

Mirvac Residential Sub Co Pty Ltd as trustee for the Cobbitty Sub Trust

Final Lot means a lot created in the Development for separate residential occupation and disposition, including a strata lot created by registration of a strata plan within the meaning of the *Strata Schemes Development Act 2015* (NSW), or a lot of a kind or created for a purpose that is otherwise agreed by the Parties, not being a lot created by a subdivision of the Land:

- (a) that is to be dedicated or otherwise transferred to the Council, or
- (b) on which is situated a dwelling-house that was in existence on the date of this Deed.

Force Majeure means any event or circumstance not within the control of the Party claiming Force Majeure, and which, by exercise of reasonable diligence, that Party was and is not reasonably able to prevent or overcome, including:

- (a) an act of God including but not limited to any pandemic or epidemic;
- (b) a strike, lock out or other industrial disturbance;
- (c) an act of an enemy or terrorist, including war, blockade or insurrection;
- (d) an act of any third party, including any accidental or malicious act, or vandalism; or
- (e) a riot or civil disturbance.

Foreign Resident Capital Gains Withholding Amount mean the amount a purchaser is required to pay to the Commissioner for Taxation under paragraph 14-200 of the *Taxation Administration Act 1953* (Cth).

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

Land means Lots 3, 5 and 6 in DP1276275 and the land formerly contained in Lots 1, 2 and 4 in DP1276275 (which have been subdivided to create Lot 319 DP1289777, Lots 172, 173 and 174 in DP1289775 and a number of Final Lots) otherwise known as 499, 501, 585, 589, 591 & 593 Cobbitty Road, Cobbitty, and includes any lot created by the subdivision, strata subdivision or consolidation of that land.

Land Dedication Plan means the plan in Schedule 5.

Land Swap Land means the part of Lot 3102 DP1223680 that is within Lot 2 in proposed plan of subdivision DP1298600, being the land shown marked in red in the plan in Schedule 6.

Maintain, in relation to a Work, means keep in a good state of repair and working order, and includes repair of any damage to the Work.

Participation Rules means the participation rules as determined by the *Electronic Conveyancing National Law* (NSW).

Party means a party to this Deed.

Rectification Notice means a notice in writing:

- (a) identifying the nature and extent of a Defect,
- (b) specifying the works or actions that are required to Rectify the Defect, and

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- (c) specifying the date by which or the period within which the Defect is to be rectified.

Rectify means rectify, remedy or correct.

Registration Land means Lots 3, 5 and 6 in DP1276275, Lot 319 in DP1289777 and Lots 172, 173 and 174 in DP1289775.

Regulation means the *Environmental Planning and Assessment Regulation 2021*.

Security means a Bank Guarantee, or other form of security to the satisfaction of the Council indexed in accordance with the CPI from the date of this Deed.

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

Staging Plan means the plan contained in Schedule 3.

Subdivision Certificate has the same meaning as in the Act.

Work means the physical result of any building, engineering or construction work in, on, over or under land.

Works Plan means the plan in Schedule 4.

- 1.2 In the interpretation of this Deed, 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 Deed.
- 1.2.2 A reference in this Deed 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 Deed 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 Deed to dollars or \$ means Australian dollars and all amounts payable under this Deed are payable in Australian dollars.
- 1.2.5 A reference in this Deed to a \$ value relating to a Development Contribution is a reference to the value exclusive of GST.
- 1.2.6 A reference in this Deed to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- 1.2.7 A reference in this Deed to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- 1.2.8 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Deed.
- 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.

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- 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 Deed includes the agreement recorded in this Deed.
- 1.2.14 A reference to a Party to this Deed includes a reference to the employees, agents and contractors of the Party, the Party's successors and assigns.
- 1.2.15 A reference to 'dedicate' or 'dedication' in relation to land is a reference to dedicate or dedication free of cost.
- 1.2.16 Any schedules, appendices and attachments form part of this Deed.
- 1.2.17 Notes appearing in this Deed are operative provisions of this Deed.

2 Status of this Deed

- 2.1 This Deed is a planning agreement within the meaning of s7.4(1) of the Act.
- 2.2 The Developer agrees that on and from the date they each execute this Deed until the date on which this Deed commences, clause 35 of this Deed operates as a deed poll by the Developer in favour of the Council.

3 Commencement

- 3.1 This Deed commences and has force and effect on and from the date when the Parties have:
 - 3.1.1 all executed the same copy of this Deed, or
 - 3.1.2 each executed separate counterparts of this Deed and exchanged the counterparts.
- 3.2 The Parties are to insert the date when this Deed commences on the front page and on the execution page.

4 Application of this Deed

- 4.1 This Deed applies to the Land and to the Development.

Application of this Deed to the Land Swap Land

- 4.2 The Parties acknowledge that the Land Swap Land is intended to be transferred to the Developer or the Cobbitty Sub Trust.
- 4.3 On and from the date the Developer or the Cobbitty Sub Trust becomes registered proprietor of the Land Swap Land:
 - 4.3.1 a reference to 'Land' in this Deed is taken to include the Land Swap Land,

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- 4.3.2 a reference to 'Registration Land' in this Deed is taken to include the Land Swap Land, and
- 4.3.3 the Developer and the Cobbitty Sub Trust are to register this Deed on the title to the Land Swap Land and clause 34 of this Deed applies to the Land Swap Land except that in respect of such application the reference to '*commencement of this Deed*' in clause 34.2 is to be read as a reference '*the date this Deed applies to the Land Swap Land*',
- 4.3.4 this Deed is to be registered on the title to the Land Swap Land prior to the issuing of any further Construction Certificate, Subdivision Certificate or Occupation Certificates in respect of the Development.
- 4.4 If, contrary to clause 4.2, the Land Swap Land is transferred to a person or entity that is not the Developer or the Cobbitty Sub Trust, then this Deed is to be registered on the title to the Land Swap Land prior to the issue of any further Construction Certificate, Subdivision Certificate or Occupation Certificates in respect of the Development and no such further certificates are to be issued unless and until this Deed has been registered.

5 Warranties

- 5.1 The Parties warrant to each other that they:
 - 5.1.1 have full capacity to enter into this Deed, and
 - 5.1.2 are able to fully comply with their obligations under this Deed.

6 Further agreements

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

7 Surrender of right of appeal, etc.

- 7.1 The Developer is not to commence or maintain, or to cause or procure the commencement or maintenance, of any proceedings in any court or tribunal or similar body appealing against, or questioning the validity of this Deed, or an Approval relating to the Development in so far as the subject-matter of the proceedings relates to this Deed.

8 Application of s7.11, s7.12 and Division 7.1, Subdivision 4 of the Act to the Development

- 8.1 This Deed excludes the application of s7.11 and s7.12 of the Act to the Development.
- 8.2 This Deed does not exclude the application of Division 7.1, Subdivision 4 of the Act to the Development.
- 8.3 The Parties acknowledge and agree that the Existing Development Consents have already been granted and accordingly, the benefits under this Deed are

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not to be taken into consideration in determining a development contribution under s7.11 of the Act.

- 8.4 For the purposes of the Existing Development Consents and s7.11(5)(b) of the Act, the Council accepts the carrying out of works under this Deed in full satisfaction of the monetary Development Contributions required to be paid to the Council pursuant to s7.11 of the Act under that Development Consent.

Part 2 – Development Contributions

9 Provision of Development Contributions

- 9.1 The Developer and Cobbitty Sub Trust (where the Cobbitty Sub Trust is the landowner and the obligation is to dedicate land) are to make Development Contributions to the Council in accordance with Schedule 1, any other provision of this Deed relating to the making of Development Contributions and otherwise to the satisfaction of the Council.
- 9.2 Any Contribution Value specified in this Deed in relation to a Development Contribution comprising the carrying out of Work or dedication of land does not serve to define the extent of the Developer's or Cobbitty Sub Trust's obligation to make the Development Contribution.
- 9.3 The Council is to apply each Development Contribution made by the Developer under this Deed towards the public purpose for which it is made and otherwise in accordance with this Deed.
- 9.4 Despite clause 9.3, the Council may apply a monetary Development Contribution made under this Deed towards a public purpose other than the public purpose specified in this Deed if the Council reasonably considers that the public interest would be better served by applying the Development Contribution towards that other purpose rather than the purpose so specified.

10 Payment of monetary Development Contributions

- 10.1 A monetary Development Contribution is made for the purposes of this Deed when the Council receives the full amount of the contribution payable under this Deed 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.

11 Dedication of land

- 11.1 A Development Contribution comprising the dedication of land is made for the purposes of this Deed when:
- 11.1.1 the Council is provided with:
- (a) a Clearance Certificate that is valid at the time of dedication of land, or
 - (b) the Foreign Resident Capital Gains Withholding Amount in respect of the land to be dedicated, and

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11.1.2 one of the following has occurred:

- (a) a deposited plan is registered in the register of plans held with 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 *Local Government Act 1993*, or
- (b) the Council is given evidence that lodgement and registration of a transfer that is effective to transfer the title to the land to the Council has been effected by means of electronic lodgement through Property Exchange Australia Ltd or another ELNO.

- 11.2 The Developer is to do all things reasonably necessary, including procuring that the Cobbitty Sub Trust do all things reasonably necessary where relevant and Cobbitty Sub Trust is to do all thing reasonably necessary, to enable the lodgement and registration of the relevant deposited plan or instrument of transfer to occur.
- 11.3 The Council must do all things reasonably requested by the Developer, at the Developer's cost, to enable the dedication of land under this Deed, and the Council must not do anything that would unreasonably hinder the ability of the Developer or Cobbitty Sub Trust to comply with their obligations to dedicate land under this Deed.
- 11.4 The Developer in respect of any land required to be dedicated under this Deed, and Cobbitty Sub Trust in respect of land required to be dedicated by Cobbitty Sub Trust under this Deed, are to ensure that land dedicated to the Council under this Deed is free of all encumbrances and affectations (whether registered or unregistered and including without limitation any charge or liability for rates, taxes and charges) except as otherwise agreed in writing by the Council.
- 11.5 If, having used all reasonable endeavours, the Developer or Cobbitty Sub Trust cannot ensure that land to be dedicated to the Council under this Deed is free from all encumbrances and affectations, the Developer may request that Council agree to accept the land subject to those encumbrances and affectations, but the Council may withhold its agreement in its absolute discretion.

12 Work Health & Safety Obligations

Definitions

12.1 In this clause:

Designer means a person referred to in s22(1) of the WHS Act.

Principal Contractor has the same meaning as in the WHS Act.

Supplier means a person referred to in s25(1) of the WHS Act.

WHS Act means the *Work Health & Safety Act 2011* (NSW) and includes any regulations made under that Act.

Work means a Work required to be provided by the Developer under this Deed.

Workplace has the same meaning as in the WHS Act.

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Relationship to WHS Act

- 12.2 In the event of any inconsistency between an obligation imposed by or under the WHS Act and an obligation imposed by this clause 12, the obligation imposed by or under the WHS Act will prevail to the extent of the inconsistency.

General obligation to comply with WHS Act

- 12.3 The Developer must:
- 12.3.1 ensure compliance with the WHS Act relating to the design of a Work, and
 - 12.3.2 ensure, or procure that the Principal Contractor ensures, compliance with the WHS Act relating to the supply, construction, installation or commissioning of a Work.
- 12.4 Clauses 12.5 – 12.12 apply without limiting the generality of the obligation imposed by clause 12.3.

Management & control of workplace where Work is to be provided

- 12.5 In so far as the Developer or the Principal Contractor has management or control of the Workplace where a Work is required to be provided, the Developer must ensure or procure that the Principal Contractor ensures, so far as is reasonably practicable, that the Workplace, and the means of entering and exiting the Workplace, and anything arising from the Workplace, are without risks to the health and safety of any person.

Management & control of fixtures, fittings & plant where Works are carried out

- 12.6 In so far as the Developer or the Principal Contractor has the management or control of fixtures, fittings or plant, in whole or in part, at a Workplace where a Work is required to be provided, the Developer is to ensure or procure that the Principal Contractor ensures, so far as is reasonably practicable, that the fixtures, fittings and plant are without risks to the health and safety of any person.

Design of Work

- 12.7 In respect of a Work to which clause 14 applies, the Developer must provide to the Council a copy of the final design of a Work, certified by the Designer, before the Work is constructed, installed or commissioned.
- 12.8 In respect of a Work to which clause 14 applies, the Developer must ensure, or procure that the Designer ensures, that the Designer of a Work ensures, so far as is reasonably practicable, that the Work is designed to be without risks to the health and safety of persons as required by the WHS Act.
- 12.9 Without limiting the obligation imposed by clause 12.8, the Developer must ensure that the Designer of a Work ensures that the Work is designed in accordance with the applicable Code of Practice approved by SafeWork NSW titled '*Safe Design of Structures*' dated August 2019 or any document which is substituted for or replaces that document.

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- 12.10 The Developer's obligation under clause 12.8 applies irrespective of whether the design of the Work required the Council's approval or the Council was consulted in the preparation of the design.
- 12.11 The Developer must ensure, or procure that the Designer ensures, that the Designer provides to the Council adequate, current and relevant information about the design of a Work as required by the WHS Act.

Construction, installation & supply of Work

- 12.12 The Developer must ensure or procure that the Principal Contractor ensures, so far as is reasonably practicable, that the way a Work is supplied, installed, constructed or commissioned ensures that it is without risks to the health and safety of persons as required by the WHS Act.
- 12.13 The Developer must ensure or procure that the Principal Contractor ensures that the Supplier of any part of a Work provides to the Council adequate, current and relevant information about the Work as required by the WHS Act.

13 Carrying out of Work

- 13.1 Without limiting any other provision of this Deed, any Work that is required to be carried out by the Developer under this Deed is to be carried out in accordance with any design or specification specified or approved by the Council, any relevant Approval and any other applicable law.
- 13.2 Subject to clause 13.3, the Developer, at its own cost, is to comply with any reasonable direction given to it by the Council to prepare or modify a design or specification relating to a Work that the Developer is required to carry out under this Deed.
- 13.3 If the Council requires the Developer to prepare or modify a design or specification relating to a Work that the Developer is required to carry out under this Deed after:
 - 13.3.1 the approval of the relevant design or specification by the Council in accordance with clause 14 of this Deed; or
 - 13.3.2 any relevant Approval from an Authority for the Work has been granted,
 the Council must bear, at its sole cost, any additional costs incurred by the Developer in complying with the requirements of the Council with respect to the modification to a design or specification, or relevant Approval.

14 Approval of design of Work

- 14.1 This clause 14 applies to a Development Contribution Item comprising a Work for which 'Yes' is specified in Column 3 of the table in the Design Approval and Maintenance Schedule corresponding to the item, or for which Development Consent has not yet been granted as at the date of this Deed.
- 14.2 Prior to lodging any application seeking Approval for a Work (including any Development Application), the Developer is to obtain the Council's approval under this clause for the design and specifications for the Work unless otherwise agreed in writing by the Council in relation to the Work.

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- 14.3 Prior to commencing design of a Work, the Developer is to request that the Council provide the Developer with its requirements for the location (generally in accordance with the Works Plan), design, materials and specifications for the provision of the Work.
- 14.4 When requesting Council's requirements under clause 14.3, the Developer may provide a proposal, including preliminary concept designs, to assist Council in preparing its requirements.
- 14.5 The Council is to provide the Developer with its requirements for the Work in writing within 40 business days of receiving the request under clause 14.3.
- 14.6 Once the Developer receives the Council's requirements for a Work under clause 14.5, the Developer is to provide the initial design for the Work to Council for the Council's approval.
- 14.7 If Council does not provide the requirements for a Work within the timeframe specified in clause 14.5, the Developer may proceed to prepare and lodge the initial design of the Work.
- 14.8 The Council is to advise the Developer in writing whether it approves of the initial design of the Work within 40 business days of receiving the initial design from the Developer.
- 14.9 The Developer is to make any change to the initial design for the Work required by the Council.
- 14.10 Once the initial design for a Work is approved, the Developer must submit a full copy of the draft application for Approval for the Work to Council and seek written certification from Council that the application for Approval is consistent with the approved initial design of the Work, and the Council must either provide the written certification, or advise the Developer that it will not provide the written certification and the reasons why, within 14 days.
- 14.11 Subject only to clause 14.12, the Developer is not to lodge any application for Approval for a Work to which this clause 14 applies unless:
- 14.11.1 the Council has first approved the initial design for the Work; and
- 14.11.2 Council has provided its written certification under clause 14.10 for that application.
- 14.12 Notwithstanding clause 14.11:
- 14.12.1 if Council does not provide a response to the initial design submitted by the Developer within the time frame required in clause 14.8, the Developer may lodge an application for an Approval for the Work consistent with the initial design submitted to Council, and
- 14.12.2 if Council does not provide a response the draft application for Approval for the Work within the time frame required in clause 14.10, the Developer may lodge the application for an Approval for the Work consistent with the initial design approved by the Council.
- 14.13 The Developer is to bear all reasonable Costs incurred by the Council in connection with obtaining the Council's approval or certification under this clause.
- 14.14 Following Approval being issued for a Work, the Developer is to work with Council in the preparation of the detailed design for it and submit the detailed design to the Council for its approval.
- 14.15 Subject to clause 14.19, the Developer is not to lodge any application for a Construction Certificate for a Work, with any Certifying Authority, unless the

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Council has first approved the detailed design for the Work, and provided its written certification that the application for a Construction Certificate is consistent with the approved detailed design of the Work.

- 14.16 The Council is to provide the written certification referred to in clause 14.15, or notify the Developer that it will not provide the written certification and the reasons why, within 14 days of being provided with a copy of the application for a Construction Certificate by the Developer.
- 14.17 Council's written certification specified in clause 14.15 shall specify any particular milestones of construction of a Work and if so, the Developer is to provide the Council with a minimum of 24 hours' notice prior to commencing a particular milestone and allow the Council access to the relevant land to inspect the Work.
- 14.18 Subject to clause 14.19, an application for a Construction Certificate for a Work is to be accompanied by the written certification referred to in clause 14.16 when lodged with the Certifying Authority.
- 14.19 Notwithstanding clauses 14.15 and 14.18 if Council does not provide a response to the detailed design submitted by the Developer within the time frame required in clause 14.16, the Developer may lodge an application for a Construction Certificate for the Work consistent with the detailed design submitted to Council.
- 14.20 For the avoidance of doubt, nothing in this clause operates to fetter the Council's discretion, as consent authority, in determining any application for Approval for the Work.

15 Maintenance Regime and Vegetation Management Plan

- 15.1 If 'Yes' is specified in Column 4 of the Design Approval and Maintenance Schedule in respect of a Work specified in Column 1, then the Developer is to prepare:
 - 15.1.1 a detailed maintenance regime for that Work for the maintenance period specified in Column 5 of that Schedule corresponding to that Work, and
 - 15.1.2 detailed costings, prepared by a suitably qualified person, for the carrying out of the maintenance regime.
- 15.2 If 'Yes' is specified in Column 6 of the Design Approval and Maintenance Schedule in respect of a Work specified in Column 1 then the Developer is to prepare a draft vegetation management plan for the land on which the Work is to be located.
- 15.3 A detailed maintenance regime and costings prepared under clause 15.1, and a draft vegetation management plan prepared under clause 15.2 are to be provided to the Council for the Council's approval at the following times:
 - 15.3.1 if design approval is required under clause 14 – at the same time as it provides the initial design for the Work to the Council, or
 - 15.3.2 if design approval is not required under clause 14 – within 1 month of the Developer obtaining Development Consent from the relevant Authority for the relevant Work, or 1 month after the commencement of the Deed, whichever is later.

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- 15.4 The Council is to advise the Developer in writing whether it approves of the detailed maintenance regime, detailed costings and draft vegetation management plan within 1 month of receiving them from the Developer.
- 15.5 The Developer is to make any change to the detailed maintenance regime, detailed costings and draft vegetation management plan required by the Council and re-submit them to the Council for approval and clause 15.4 re-applies to the amended documents.

16 Variation to Work

- 16.1 The design or specification of any Work that is required to be carried out by the Developer under this Deed may be varied by agreement in writing between the Parties, acting reasonably, without the need for an amendment to this Deed
- 16.2 Without limiting clause 16.1, the Developer may make a written request to the Council to approve a variation to the design or specification of a Work in order to enable it to comply with the requirements of any Authority imposed in connection with any Approval relating to the carrying out of the Work.
- 16.3 The Council is not to unreasonably delay or withhold its approval to a request made by the Developer under clause 16.2.
- 16.4 The Council, acting reasonably, may from time to time give a written direction to the Developer requiring it to vary the design or specification of a Work and submit the variation to the Council for approval. Subject to clause 16.5, the Developer is to promptly comply with any such direction at its own cost.
- 16.5 If Council requests a variation to a Work after a Construction Certificate has been issued for the Work, then the Council must pay to the Developer an amount equal to the increase in the costs of completing the Work which results from the variation requested by the Council.
- 16.6 The Council must pay the amount referred to in clause 16.5 to the Developer after the Work is complete, and within 28 days of receipt of a tax invoice for the amount claimed and documentation which demonstrates the increase in costs as a result of the variation requested by the Council.
- 16.7 The Developer may request that the Council approve a variation to the Development Contribution Items comprising a Work to be provided under this Deed.
- 16.8 The Council, in its absolute discretion, may agree to a variation of the Development Contribution Items comprising a Work, provided that:
 - 16.8.1 the variation does not result in the sum of the Contribution Values of all Development Contributions Items falling below the sum of the Contributions Values of all Development Contribution Items as at the date of this Deed; and
 - 16.8.2 the variation is generally consistent with the intended objectives and outcomes of this Deed at the date of this Deed.
- 16.9 The Council is to act reasonably in determining whether to grant a variation to the staging of the provision of the Development Contribution Items.
- 16.10 If a variation is made to the Development Contribution Items pursuant to this clause, then Schedule 1 will be deemed to be amended to include the varied Contribution Items, and their Contribution Values.

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- 16.11 A variation to the Development Contribution Items or the staging of the provision of the Development Contribution Items under this clause does not require a variation to this Deed.

17 Access to land by Developer

- 17.1 The Council is to permit the Developer, upon receiving reasonable prior notice from the Developer, to enter any Council owned or controlled land approved by the Council in order to enable the Developer to properly perform its obligations under this Deed.
- 17.2 Nothing in this Deed creates or gives the Developer any estate or interest in any part of the land referred to in clause 17.1.
- 17.3 The Cobbitty Sub Trust authorises the Developer to enter any land owned or controlled by the Cobbitty Sub Trust in order to enable the Developer to properly perform its obligations under this Deed.

18 Access to land by Council

- 18.1 The Council may enter any land on which Work is being carried out by the Developer under this Deed in order to inspect, examine or test the Work, or to remedy any breach by the Developer of its obligations under this Deed relating to the Work.
- 18.2 The Council is to give the Developer prior reasonable notice before it enters land under clause 18.1.
- 18.3 In accessing the land, the Council must ensure that it complies with the reasonable directions of the Developer, including in respect to the protection of people, property and utilities.

19 Protection of people, property & utilities

- 19.1 The Developer is to ensure to the fullest extent reasonably practicable in relation to the performance of its obligations under this Deed that:
- 19.1.1 all necessary measures are taken to protect people and property,
- 19.1.2 unnecessary interference with the passage of people and vehicles is avoided, and
- 19.1.3 nuisances and unreasonable noise and disturbances are prevented.
- 19.2 Without limiting clause 19.1, the Developer is not to obstruct, interfere with, impair or damage any public road, public footpath, public cycleway or other public thoroughfare, or any pipe, conduit, drain, watercourse or other public utility or service on any land except as authorised in writing by the Council or any relevant Authority.

20 Developer to Maintain Work

- 20.1 The Developer is to Maintain any Work required to be carried out by the Developer under this Deed until the Work is completed for the purposes of this Deed or such later time as agreed between the Parties.

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- 20.2 The Developer is to carry out its obligation under clause 20.1 at its own cost and to the satisfaction of the Council.

21 Deferral of Work

- 21.1 Notwithstanding any other provision of this Deed, if the Developer forms the view at any time that it is unable to make a Development Contribution comprising a Work by the time that Work is required to be completed under this Deed, then:
- 21.1.1 the Developer is to provide written notice to the Council to that effect;
 - 21.1.2 the Developer is to provide the Council with a Security for 110% of the amount of Contribution Value that is equivalent to the proportion of the uncompleted part of the Work before the date on which the Work is required to be completed under this Deed;
 - 21.1.3 the Developer is to provide to Council, for Council's approval, a revised completion date for the Work;
 - 21.1.4 Council can approve, or not approve, a revised completion date in its discretion, and if the Council does not approve the Developer's revised completion date for the Work, the Council and Developer are to negotiate in good faith and agree upon a revised completion date for the Work; and
 - 21.1.5 the time for completion of the Work under this Deed will be taken to be the revised completion date approved by the Council under clause 21.1.4.
- 21.2 If the Developer complies with clause 21.1, then it will not be considered to be in breach of this Deed as a result of a failure to complete a Work by the time for completion of the Work specified in Column 6 of Schedule 1.
- 21.3 If the Work is not completed by the revised date for completion of the Work agreed under clause 21.1.5, then the Council may, after providing no less than 20 Business Days' notice to the Developer of its intention to do so call on the Security to meet any of its costs incurred under this Deed in respect of the failure to complete the Work by the revised date for completion. The Council must provide the Developer with a reasonable opportunity to complete the Work before incurring costs and calling on the Security to meet those costs under this clause 21.3.
- 21.4 The Developer need not provide any additional Security under this clause if at the time the Security would be payable under this clause, Council holds Security under the other provisions of this Deed 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.
- 21.5 If a Party by reason of Force Majeure is delayed in performing or carrying out an obligation under this Deed and cannot perform or carry out the obligation by the time it is required to be performed or carried out, then that obligation is suspended for so long and to the extent that it is reasonably affected by the Force Majeure. In that case, the affected Party must give notice to the other Party with reasonable particulars including, so far as it is known, the probable extent to which the Party will be reasonably delayed in performing or carrying out its obligations. A Party is not liable for any reasonable delay in the performance of any of its obligations under this Deed to the extent that the delay is attributable to Force Majeure, regardless of the length of time for

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which the Force Majeure continues. For the avoidance of doubt, it is noted that a Party to this Deed may still suffer damage which that Party may seek to recover from a third party, due to a delay in the performance of an obligation under this Deed by a Party to this Deed, attributable to circumstances amounting to Force Majeure which involve the third party.

- 21.6 If a Party by reason of Force Majeure is unable to perform or carry out an obligation under this Deed then the parties are to meet and negotiate in good faith any reasonable amendments to this Deed.
- 21.7 Clauses 21.5 and 21.6 do not apply to any obligation to make a payment.

22 Completion of Work

- 22.1 When the Developer believes that a Development Contribution Item comprising a Work is complete, it must give the Council a written notice (**Completion Notice**) which:
- 22.1.1 specifies the Development Contribution Item to which it applies; and
- 22.1.2 states that it has been issued under this clause 22.1.
- 22.2 The Council must, and the Developer must permit the Council to, inspect the Development Contribution Item the subject of the Completion Notice in the presence of a representative of the Developer within twenty one (21) days of the date that the notice is given to the Council.
- 22.3 Within seven (7) days of inspecting a Development Contribution Item that is the subject of a Completion Notice, the Council must give the Developer a notice:
- 22.3.1 confirming that the Development Contribution Item has been completed in accordance with this Deed; or
- 22.3.2 advising:
- (a) that the Council does not accept that the Development Contribution Item has been completed in accordance with this Deed; and
- (b) the reasons for that non-acceptance and directing the Developer to complete, Rectify or repair any specified part of the Work.
- 22.4 For the avoidance of doubt, the Council may give more than one written notice under clause 22.3.2 if the Council reasonably considers that it is necessary to do so.
- 22.5 If the Council does not provide a notice under clause 22.3 within the time frame specified in that clause, the Development Contribution Item that is subject to the Completion Notice will be deemed to have been completed in accordance with this Deed.
- 22.6 If the Developer does not accept the matters contained in a notice issued by the Council under clause 22.3.2, then the Developer may, within 14 days of the notice:
- 22.6.1 serve notice on the Council to that effect, in which case the matter will be a Dispute; and
- 22.6.2 clause 26 applies to that Dispute.
- 22.7 The Developer, at its Cost, is to promptly comply with:

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- 22.7.1 a written notice under clause 22.3.2, if it does not serve notice on the Council under clause 22.6, or
- 22.7.2 the expert determination of the expert appointed by the President of the NSW Law Society under clause 26.4, if a Dispute has been referred under clause 22.6.2.
- 22.8 If:
- 22.8.1 the Council gives a notice under clause 22.3.2; and
- 22.8.2 the Developer believes it has complied with that notice or clause 26, as the case may be, then
- the Developer must issue a further Completion Notice with respect to that Development Contribution Item and clauses 22.2 to 22.7 reapply.
- 22.9 A Development Contribution Item comprising a Work will be complete for the purpose of this Deed:
- 22.9.1 on the date the Council issues a notice under clause 22.3.1 confirming that the Development Contribution Item is complete; or
- 22.9.2 if an expert has determined under clause 26 that the Work is complete for the purposes of this Deed, on the date the expert determines the Work was completed.
- 22.10 If the Council is the owner of the Land on which a Development Contribution Item has been completed, the Council assumes responsibility for the Work upon the date that Development Contribution Item was completed, but if it is not the owner at that time, it assumes that responsibility when the Development Contribution comprising the dedication of the Land upon which that Work is carried out is made to the Council under this Deed.
- 22.11 The Developer is to Maintain any Development Contribution Item for which a maintenance period is specified in Column 5 of the table in Schedule 2 for the Development Contribution Item, during that maintenance period.
- 22.12 For the purpose of and without limiting clause 22.11, if a detailed maintenance regime has been approved by the Council under clause 14.8 in respect of a Development Contribution Item, then the Developer is to Maintain the Development Contribution Item in accordance with that detailed maintenance regime.

23 Rectification of defects

- 23.1 The Council may give the Developer a Rectification Notice during the Defects Liability Period.
- 23.2 The Developer, at its own cost, is to comply with a Rectification Notice according to its terms and to the reasonable satisfaction of the Council.
- 23.3 The Council is to do such things as are reasonably necessary to enable the Developer to comply with a Rectification Notice that has been given to it under clause 23.1.

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24 Works-As-Executed-Plan

- 24.1 No later than 60 days after Work is completed for the purposes of this Deed, the Developer is to submit to the Council a full works-as-executed-plan in respect of the Work.
- 24.2 The Developer, being the copyright owner in the plan referred to in clause 24.1, gives the Council a non-exclusive licence to use the copyright in the plans for the purposes of this Deed.

25 Removal of Equipment

- 25.1 When Work on any Council owned or controlled land is completed for the purposes of this Deed, the Developer, without delay, is to:
 - 25.1.1 remove any Equipment from Land and make good any damage or disturbance to the land as a result of that removal, and
 - 25.1.2 leave the land in a neat and tidy state, clean and free of rubbish.

Part 3 – Dispute Resolution

26 Dispute resolution – expert determination

- 26.1 This clause applies to a Dispute between any of the Parties to this Deed concerning a matter arising in connection with this Deed that can be determined by an appropriately qualified expert if:
 - 26.1.1 the Parties to the Dispute agree that it can be so determined, or
 - 26.1.2 the Chief Executive Officer of the professional body that represents persons who appear to have the relevant expertise to determine the Dispute gives a written opinion that the Dispute can be determined by a member of that body.
- 26.2 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.
- 26.3 If a notice is given under clause 26.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.
- 26.4 If the Dispute is not resolved within a further 28 days, the Dispute is to be referred to the President of the NSW Law Society to appoint an expert for expert determination.
- 26.5 The expert determination is binding on the Parties except in the case of fraud or misfeasance by the expert.
- 26.6 Each Party is to bear its own costs arising from or in connection with the appointment of the expert and the expert determination.
- 26.7 The Parties are to share equally the costs of the President, the expert, and the expert determination.

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27 Dispute Resolution - mediation

- 27.1 This clause applies to any Dispute arising in connection with this Deed other than a Dispute to which clause 26 applies.
- 27.2 Such a Dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.
- 27.3 If a notice is given under clause 27.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.
- 27.4 If the Dispute is not resolved within a further 28 days, the Parties are to mediate the Dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and are to request the President of the Law Society to select a mediator.
- 27.5 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.
- 27.6 Each Party is to bear its own costs arising from or in connection with the appointment of a mediator and the mediation.
- 27.7 The Parties are to share equally the costs of the President, the mediator, and the mediation.

Part 4 - Enforcement

28 Security for performance of obligations

- 28.1 Upon the execution of this Deed by all of the Parties the Developer is to provide the Council with Security in the amount of \$6,102,210. **[Drafting Note for exhibition: The security amount included here in the exhibition version was determined as at the commencement of the exhibition in accordance with clause 28.2. If any works are completed by the time the planning agreement is executed, then this amount may reduce, in accordance with clause 28.2.]**
 - 28.2 The Developer is to ensure at all times that the Council holds Security equal to the greater of:
 - 28.2.1 the Contribution Value for the most valuable Contribution Item comprising a Work which has not been completed from time to time, within the meaning of this Agreement (**Outstanding Work**);
 - 28.2.2 10% of the sum of the Contribution Values of all Development Contribution Items comprising the dedication of land and the carrying out of Works, which:
 - (a) are not complete from time to time, within the meaning of this Agreement (if the Development Contribution Item is a Work); or
 - (b) have not been provided from time to time (if the Development Contribution Item is the dedication of land),
- (Outstanding Land and Works Items); or**

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28.2.3 \$1,000,000.00,

provided that, if the sum of the Contribution Values of all Outstanding Land and Works Items falls below \$1,000,000.00, the Security required to be held under this clause is to equal the sum of the Contribution Values of all Outstanding Land and Works Items.

- 28.3 The amount of the Security required to be held under this clause is to be indexed annually from the date of this Deed in accordance with the CPI and the Developer is to ensure that the Security held by the Council at all times equals the indexed amount notified to the Developer by Council.
- 28.4 The Council, in its absolute discretion, may refuse to allow the Developer to enter, occupy or use any land owned or controlled by the Council or refuse to provide the Developer with any plant, equipment, facilities or assistance relating to the carrying out of the Development if the Developer has not provided the Security to the Council in accordance with this Deed.

29 Call-up of Security

- 29.1 Notwithstanding any other remedy it may have under this Deed, under any Act or otherwise at law or in equity, the Council may call-up and apply the Security in accordance with clause 32.
- 29.2 If the Council calls on the Security, it may use the amount so paid to it in satisfaction of any costs incurred by it in remedying the breach.
- 29.3 If the Council calls-up the Security or any portion of it, it may, by written notice to the Developer, require the Developer to provide a further or replacement Security to ensure that the amount of Security held by the Council equals the amount it is entitled to hold under this Deed.

30 Release & return of Security

- 30.1 The Council is to release and return the Security or any unused part of it to the Developer within 28 days of completion by the Developer of all of its obligations under this Deed to the satisfaction of the Council.
- 30.2 The Developer may at any time provide the Council with a replacement Security in the amount of the Security required to be provided under this Deed.
- 30.3 On receipt of a replacement Security, the Council is to release and return the Security that has been replaced to the Developer within 28 days of receipt of the replacement Security.

31 Acquisition of land required to be dedicated

- 31.1 If the Developer does not procure the dedication of land required to be dedicated under this Deed at the time at which it is required to be dedicated, or Cobbitty Sub Trust does not dedicate land required to be dedicated by it under this Deed at the time at which it is required to be dedicated, the Developer and the Cobbitty Sub Trust consent to the Council compulsorily acquiring the land for compensation in the amount of \$1 without having to follow the pre-acquisition procedure under the Just Terms Act.

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- 31.2 The Council is to only acquire land pursuant to clause 31.1 if it considers it reasonable to do so having regard to the circumstances surrounding the failure by the Developer or Cobbitty Sub Trust to dedicate or procure the dedication of (as applicable) the land required to be dedicated under this Deed.
- 31.3 Clause 31.1 constitutes an agreement for the purposes of s30 of the Just Terms Act.
- 31.4 If, as a result of the acquisition referred to in clause 31.1, the Council is required to pay compensation to any person other than the Developer or the Cobbitty Sub Trust, the Developer is to reimburse the Council that amount, upon a written request being made by the Council, or the Council can call on any Security provided under clause 28.
- 31.5 The Developer indemnifies and keeps indemnified the Council against all Claims made against the Council as a result of any acquisition by the Council of the whole or any part of the land concerned except if, and to the extent that, the Claim arises because of the Council's negligence or default.
- 31.6 The Developer is to promptly do all things necessary, and consents to the Council doing all things necessary, to give effect to this clause 31, including without limitation:
- 31.6.1 signing any documents or forms,
- 31.6.2 giving land owner's consent, or procuring that the Cobbitty Sub Trust gives land owner's consent, for lodgement of any Development Application,
- 31.6.3 providing or procuring such consents as required by the Registrar-General under the *Real Property Act 1900*, and
- 31.6.4 paying the Council's costs arising under this clause 31.

32 Breach of obligations

- 32.1 If the Council reasonably considers that the Developer or the Cobbitty Sub Trust is in breach of any obligation under this Deed, it may give a written notice to the Developer or the Cobbitty Sub Trust (as appropriate):
- 32.1.1 specifying the nature and extent of the breach,
- 32.1.2 requiring the Developer to:
- (a) Rectify the breach if it reasonably considers it is capable of rectification, or
- (b) pay compensation to the reasonable satisfaction of the Council in lieu of Rectifying the breach if it reasonably considers the breach is not capable of rectification,
- 32.1.3 specifying the period within which the breach is to be rectified or compensation paid, being a period that is reasonable in the circumstances.
- 32.2 If the Developer or the Cobbitty Sub Trust (as appropriate) does not accept the matters contained in a notice issued by the Council under clause 32.1, then the Developer or the Cobbitty Sub Trust (as appropriate) may, within 14 days of the notice:

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- 32.2.1 serve notice on the Council to that effect, in which case the matter will be a Dispute; and
- 32.2.2 clauses 26 or 27 (as applicable) apply to that Dispute.
- 32.3 If the Developer or the Cobbitty Sub Trust (as appropriate) fails to fully comply with a notice referred to in clause 32.1, but not before any Dispute is resolved in accordance with clauses 26 or 27 (as applicable), the Council may, without further notice to the Party, call-up the Security provided by the Developer under this Deed and apply it to remedy the breach.
- 32.4 If the Developer fails to comply with a notice given under clause 32.1 relating to the carrying out of Work under this Deed, following the completion of any Dispute resolution process that may arise under this Deed in connection with the notice, the Council may step-in and remedy the breach and may enter, occupy and use any land owned or controlled by the Developer and any Equipment on such land for that purpose.
- 32.5 Any Costs reasonably incurred by the Council in remedying a breach in accordance with clause 32.3 or clause 32.4 may be recovered by the Council by either or a combination of the following means:
 - 32.5.1 by calling-up and applying the Security provided by the Developer under this Deed, or
 - 32.5.2 as a debt due in a court of competent jurisdiction.
- 32.6 For the purpose of clause 32.4, the Council's Costs of remedying a breach the subject of a notice given under clause 32.1 include, but are not limited to:
 - 32.6.1 the costs of the Council's employees, agents and contractors reasonably incurred for that purpose,
 - 32.6.2 all fees and charges necessarily or reasonably incurred by the Council in remedying the breach, and
 - 32.6.3 all legal costs and expenses reasonably incurred by the Council, by reason of the breach.
- 32.7 Nothing in this clause 32 prevents the Council from exercising any rights it may have at law or in equity in relation to a breach of this Deed by the Developer or the Cobbitty Sub Trust (as appropriate), including but not limited to seeking relief in an appropriate court.

33 Enforcement in a court of competent jurisdiction

- 33.1 Without limiting any other provision of this Deed, the Parties may enforce this Deed in any court of competent jurisdiction.
- 33.2 For the avoidance of doubt, nothing in this Deed prevents:
 - 33.2.1 a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Deed or any matter to which this Deed relates, or
 - 33.2.2 the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Deed or any matter to which this Deed relates.

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Part 5 – Registration & Restriction on Dealings

34 Registration of this Deed

- 34.1 The Parties agree to register this Deed for the purposes of s7.6(1) of the Act.
- 34.2 Upon commencement of this Deed, the Developer and the Cobbitty Sub Trust are to deliver to the Council in registrable form:
 - 34.2.1 an instrument requesting registration of this Deed on the title to the Registration Land duly executed by the registered proprietor, and
 - 34.2.2 copies of the written irrevocable consent of each person referred to in s7.6(1) of the Act to that registration.
- 34.3 Within a reasonable time of receiving the instrument referred to in clause 34.2.1, the Council is to execute the instrument and deliver it to the Developer to be registered.
- 34.4 Within 7 days of receiving the instrument referred to in clause 34.3 from the Council, the Developer and the Cobbitty Sub Trust are to lodge the instrument with NSW Land Registry Services for registration, and is to provide written evidence that it has done so by that date.
- 34.5 The Developer and the Cobbitty Sub Trust are to do such other things as are reasonably necessary to enable registration of this Deed to occur.
- 34.6 The Developer is to deliver to the Council, written evidence that this Deed has been registered on the title to the Land within 7 days of receiving confirmation of registration from NSW Land Registry Services.
- 34.7 The Parties are to act promptly in doing such things as are reasonably necessary to remove any notation relating to this Deed from the title to the Registration Land:
 - 34.7.1 in so far as the part of the Registration Land comprises the land marked in blue in the plan in Schedule 6, being part Lot 1 in proposed plan of subdivision DP1298600, with 20 business days after the Developer and the Cobbitty Sub Trust provide Council with evidence that that land has been transferred to a third party;
 - 34.7.2 in so far as the part of the Registration Land concerned is a Final Lot, and
 - 34.7.3 in relation to any other part of the Registration Land, once the Developer and the Cobbitty Sub Trust have completed their obligations under this Deed to the reasonable satisfaction of the Council or this Deed is terminated or otherwise comes to an end for any other reason.

35 Restriction on dealings

- 35.1 The Developer and Cobbitty Sub Trust are not to:
 - 35.1.1 sell or transfer the Land, other than a Final Lot, or
 - 35.1.2 assign their rights or novate their obligations under this Deed, or novate this Deed,
 to any person unless:

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- 35.1.3 they have, 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 rights or obligations under this Deed are to be assigned or novated, of a deed in favour of the Council on terms reasonably satisfactory to the Council, and
- 35.1.4 the Council has given written notice to the Developer stating that it reasonably considers that the purchaser, transferee, assignee or novatee, is reasonably capable of performing its obligations under this Deed, and
- 35.1.5 the Developer is not in breach of this Deed, and
- 35.1.6 the Council otherwise consents to the transfer, assignment or novation, such consent not to be unreasonably withheld or in the circumstances specified in clause 35.4.
- 35.2 Subject to clause 35.4, the Developer acknowledges and agrees that it remains liable to fully perform its obligations under this Deed unless and until it has complied with its obligations under clause 35.1.
- 35.3 The Council acknowledges and agrees that:
 - 35.3.1 the Developer has entered into a contract for sale for the sale of part of the Land to the Cobbitty Sub Trust (**Sale Contract**);
 - 35.3.2 settlement of the Sale Contract may occur prior to or after commencement of this Deed;
 - 35.3.3 if the settlement of the Sale Contract does not occur prior to commencement of this Deed then the Council consents to the transfer of the part of the Land the subject of the Sale Contract to the Cobbitty Sub Trust; and
 - 35.3.4 the Developer will remain liable for all obligations of the Developer and Cobbitty Sub Trust under this Deed even after settlement of the Sale Contract.
- 35.4 Clause 35.1 does not apply in relation to any:
 - 35.4.1 transfer of that part of the Land referred to in clause 34.7.1;
 - 35.4.2 entry into only (and for the avoidance of doubt does not include settlement) of an agreement for the proposed sale of any part of the Land, whether entered into before or after the date of this Deed; or
 - 35.4.3 sale or transfer of the Land if this Deed is registered on the title to the Land at the time of the sale.

Part 6 – Indemnities & Insurance

36 Risk

- 36.1 The Developer performs this Deed at its own risk and its own cost.

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37 Release

- 37.1 The Developer and Cobbitty Sub Trust release the Council from any Claim they either jointly or severally may have against the Council arising in connection with the performance of the Developer's or Cobbitty Sub Trust's obligations under this Deed except if, and to the extent that, the Claim arises because of the Council's negligence or default.
- 37.2 The Council releases the Developer or Cobbitty Sub Trust from any Claim it may have against the Developer or Cobbitty Sub Trust arising from or in connection with any damage caused to land which has been dedicated to the Council under this Deed (including land which continues to be managed or maintained by the Developer following dedication), except:
- 37.2.1 if, and to the extent that, the Claim arises as a result of the Developer's or Cobbitty Sub Trust's negligent act or omission, and
- 37.2.2 in relation to land which continues to be managed by the Developer, to the extent that the damage arises from an act or omission within the scope of the Developer's management and maintenance responsibilities under this Deed.

38 Indemnity

- 38.1 The Developer indemnifies the Council from and against all Claims that may be sustained, suffered, recovered or made against the Council arising in connection with the performance of the Developer's obligations under this Deed except if, and to the extent that, the Claim arises because of the Council's negligence or default.

39 Insurance

- 39.1 The Developer is to take out and keep current to the satisfaction of the Council the following insurances in relation to Work required to be carried out by the Developer under this Deed up until the Work is taken to have been completed in accordance with this Deed:
- 39.1.1 contract works insurance for the full replacement value of the Works (including the cost of demolition and removal of debris, consultants' fees and authorities' fees), to cover the Developer's liability in respect of damage to or destruction of the Works,
- 39.1.2 public liability insurance for at least \$20,000,000.00 for a single occurrence, which covers the Council, the Developer and any subcontractor of the Developer, for liability to any third party,
- 39.1.3 workers compensation insurance as required by law, and
- 39.1.4 any other insurance required by law.
- 39.2 If the Developer fails to comply with clause 39.1, the Council may effect and keep in force such insurances and pay such premiums as may be necessary for that purpose and the amount so paid shall be a debt due from the Developer to the Council and may be recovered by the Council as it deems appropriate including:
- 39.2.1 by calling upon the Security provided by the Developer to the Council under this Deed, or

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39.2.2 recovery as a debt due in a court of competent jurisdiction.

- 39.3 The Developer is not to commence to carry out any Work unless it has first provided to the Council satisfactory written evidence of all of the insurances specified in clause 39.1.

Part 7 – Other Provisions

40 Reports by Developer

- 40.1 The Developer is to provide the Council with a report detailing the performance of its obligations under this Deed at each of the following times:
- 40.1.1 by not later than each anniversary of the date on which this Deed is entered into, and
- 40.1.2 each time an application is made for a Subdivision Certificate that creates one or more Final Lot.
- 40.2 The reports referred to in clause 40.1 are to include sufficient detail to enable the Council to determine whether the Developer has complied with its obligations under this Deed at the relevant time and be in such a form and to address such matters as required by the Council from time to time.

41 Review of Deed

- 41.1 The Parties agree to review this Deed every year, 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 Deed.
- 41.2 For the purposes of clause 41.1, 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.
- 41.3 For the purposes of addressing any matter arising from a review of this Deed referred to in clause 41.1, the Parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this Deed.
- 41.4 If this Deed 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 Deed is entered into.
- 41.5 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 41.1 (but not 41.4) is not a Dispute for the purposes of this Deed and is not a breach of this Deed.

42 Notices

- 42.1 Any notice, consent, information, application or request that is to or may be given or made to a Party under this Deed is only given or made if it is in writing and sent in one of the following ways:

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- 42.1.1 delivered or posted to that Party at its address set out in the Summary Sheet, or
- 42.1.2 emailed to that Party at its email address set out in the Summary Sheet.
- 42.2 If a Party gives the other Party 3 business days' notice of a change of its address or email, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or emailed to the latest address.
- 42.3 Any notice, consent, information, application or request is to be treated as given or made if it is:
 - 42.3.1 delivered, when it is left at the relevant address,
 - 42.3.2 sent by post, 7 business days after it is posted, or
 - 42.3.3 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.
- 42.4 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.

43 Approvals and Consent

- 43.1 Except as otherwise set out in this Deed, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this Deed in that Party's absolute discretion and subject to any conditions determined by the Party.
- 43.2 A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

44 Costs

- 44.1 The Developer is to pay to the Council the Council's costs relating to preparing, negotiating, executing and stamping this Deed and any document related to this Deed, and the registration and removal of registration of this Deed, within 30 days of receiving a tax invoice from the Council for such payment.
- 44.2 The Developer is also to pay to the Council the Council's reasonable costs relating to enforcing this Deed within 30 days of receiving a tax invoice from the Council for such payment.

45 Entire Deed

- 45.1 This Deed contains everything to which the Parties have agreed in relation to the matters it deals with.

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- 45.2 No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Deed was executed, except as permitted by law.

46 Further Acts

- 46.1 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 Deed and all transactions incidental to it.

47 Governing Law and Jurisdiction

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

48 Joint and Individual Liability and Benefits

- 48.1 Except as otherwise set out in this Deed:
- 48.1.1 any agreement, covenant, representation or warranty under this Deed by 2 or more persons binds them jointly and each of them individually, and
- 48.1.2 any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

49 No Fetter

- 49.1 Nothing in this Deed shall be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

50 Illegality

- 50.1 If this Deed or any part of it becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties are to co-operate and do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Deed is entered into.

51 Severability

- 51.1 If a clause or part of a clause of this Deed can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.

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- 51.2 If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Deed, but the rest of this Deed is not affected.

52 Amendment

- 52.1 No amendment of this Deed will be of any force or effect unless it is in writing and signed by the Parties to this Deed in accordance with s203(5) of the Regulation.

53 Waiver

- 53.1 The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Deed, does not amount to a waiver of any obligation of, or breach of obligation by, another Party.
- 53.2 A waiver by a Party is only effective if it:
- 53.2.1 is in writing,
 - 53.2.2 is addressed to the Party whose obligation or breach of obligation is the subject of the waiver,
 - 53.2.3 specifies the obligation or breach of obligation the subject of the waiver and the conditions, if any, of the waiver, and
 - 53.2.4 is signed and dated by the Party giving the waiver.
- 53.3 Without limitation, a waiver may be expressed to be conditional on the happening of an event, including the doing of a thing by the Party to whom the waiver is given.
- 53.4 A waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given, and is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.
- 53.5 For the purposes of this Deed, an obligation or breach of obligation the subject of a waiver is taken not to have been imposed on, or required to be complied with by, the Party to whom the waiver is given.

54 GST

- 54.1 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.

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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.

- 54.2 If GST is payable on a Taxable Supply made under, by reference to or in connection with this Deed, the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.
- 54.3 Clause 54.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Deed to be GST inclusive.
- 54.4 The parties intend that:
- 54.4.1 Divisions 81 and 82 of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) apply to the supplies made under and in respect of this Deed; and
- 54.4.2 no additional amounts will be payable on account of GST and no tax invoices will be exchanged between the Parties.
- 54.5 Notwithstanding clause 54.4.2, if there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Deed by one Party to the other Party that are not subject to Division 82 of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), the Parties agree:
- 54.5.1 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; and
- 54.5.2 that any amounts payable by the Parties in accordance with clause 54.2 to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.
- 54.6 No payment of any amount pursuant to this clause 54, 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.
- 54.7 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.
- 54.8 This clause continues to apply after expiration or termination of this Deed.

55 Explanatory Note

- 55.1 The Appendix contains the Explanatory Note relating to this Deed required by section 205 of the Regulation.
- 55.2 Pursuant to section 205(5) of the Regulation, the Parties agree that the Explanatory Note is not to be used to assist in construing this Deed.

56 Electronic execution

- 56.1 Each Party:
- 56.1.1 consents to this contract being signed by electronic signature by the methods set out in clause 56.3;

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- 56.1.2 agrees that those methods validly identify the person signing and indicates that person's intention to sign this contract;
- 56.1.3 agrees that those methods are reliable as appropriate for the purpose of signing this contract; and
- 56.1.4 agrees that electronic signing of this contract by or on behalf of a Party by those methods indicates that Party's intention to be bound.
- 56.2 If this contract is signed on behalf of a legal entity, the persons signing warrant that they have the authority to sign.
- 56.3 For the purposes of clause 56.1, the methods are:
 - 56.3.1 insertion of an image (including a scanned image) of the person's own unique signature onto the contract; or
 - 56.3.2 insertion of the person's name onto the contract; or
 - 56.3.3 use of a stylus or touch finger or a touch screen to sign the contract, provided that in each of the above cases, words to the effect of 'Electronic signature of me, [insert full name], affixed by me, or at my direction, on [insert date]' are also included on the contract; or
 - 56.3.4 use of a reliable electronic signing platform (such as DocuSign or AdobeSign) to sign the contract; or
 - 56.3.5 as otherwise agreed in writing between the parties.

57 Limitation of Cobbitty Sub Trust's liability

- 57.1 Mirvac Residential Sub Co Pty Ltd ACN 672 683 797 (in this clause called "Trustee") enters into this Deed only in its capacity as Trustee of the Cobbitty Sub Trust ABN 15 561 438 643 ("Trust") constituted under the trust deed settling the Trust dated on or about 18 December 2023 as varied from time to time ("Constitution") and in no other capacity. A liability arising under or in connection with this Deed is limited to and can be enforced against the Trustee only to the extent to which it can be and is in fact satisfied out of property of the Trust from which the Trustee is actually indemnified for the liability. This limitation of the Trustee's liability applies despite any other provision of this Deed and extends to all liabilities and obligations of the Trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Deed.
- 57.2 No party to this Deed may sue the Trustee in any capacity other than as the Trustee of the Trust, including seeking the appointment of a receiver (except in relation to property of the Trust), a liquidator, an administrator or any similar person to the Trustee or proving in any liquidation, administration or arrangement of or affecting the Trustee (except in relation to property of the Trust).
- 57.3 The provisions of this clause 57 shall not apply to any obligation or liability of the Trustee to the extent that it is not satisfied because, under the Constitution or by operation of law, there is a reduction in the extent of the Trustee's indemnification out of the assets of the Trust as a result of Trustee's failure to properly perform its duties as Trustee of the Trust.
- 57.4 Nothing in clause 57.3 shall make the Trustee liable to any claim for an amount greater than the amount which the vendor would have been able to claim and

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recover from the assets of the Trust in relation to the relevant liability if the Trustee's right of indemnification out of the assets of the Trust had not been prejudiced by failure to properly perform its duties.

- 57.5 The Trustee is not obliged to do or refrain from doing anything under this contract (including Incur any liability) unless its liability is limited in the same manner as set out in clauses 57.1 to 57.4.

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Schedule 1
(Clause 9)

Development Contributions

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Development Contribution Item	Stage/ Tranche	Location identifier on the Works Plan	Public Purpose	Nature and Extent	Timing	Contribution Value (Indexed to December 2022 CPI)
A. Carrying out of Work						
1. Urban Road - Item numbered 1 on the Works Plan (Reference item	Stages 1, 3 and 5 T3 DA01,	1	Transport Management Facilities	Developer to construct and complete Southern Boulevard West, being Charles MacIntosh Parkway (2 lanes)	Prior to the issuing of a Subdivision Certificate for a deposited plan that when registered would	\$5,337,111

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T2.4 in the Contributions Plan).	T4 DA03c, T4 DA03a			in the general location marked as item 1 on the Works Plan.	create the first Final Lot that directly fronts the road	
2. Roundabouts - Item numbered 2A, 2B, 2C and 2D on the Works Plan (Reference item T2.6 in the Contributions Plan).	Stages 1, 3 and 5 T3 DA01, T4 DA03c, T4 DA03a	2A, 2B, 2C and 2D	Transport Management Facilities	Developer to construct and complete four (4) new roundabouts in the general locations marked as 2A, 2B, 2C and 2D on the Works Plan	In respect of each roundabout, prior to the issuing of a Subdivision Certificate for a deposited plan that when registered would create the first Final Lot that directly fronts the road on which that roundabout is situated	\$1,579,027
3. Cycleways - Item numbered 3A, 3B and 3C on the Works Plan (Reference item T5.1 in the Contributions Plan).	Stages 1, 3, 5, 8, 9 and 10 T3 DA01, T4 DA03c, T4 DA03a, T3 DA03b T5 DA05b T5 DA05d	3A, 3B and 3C	Transport Management Facilities	Developer to construct and complete cycle ways (2.5m wide) in the following locations shown on the Works Plan: (i) 3A -cycleway area approximately 3,050m ² (ii) 3B -cycleway area approximately 515m ² (iii) 3C -cycleway area approximately 1,250m ²	In respect of each cycleway, prior to the issuing of a Subdivision Certificate for a deposited plan that when registered would create the first Final Lot that directly fronts the cycleway	\$722,286
4. Four (4) bus stops (Reference item T5.2 in the Contributions Plan)	Stages 1, 3 and 5 T3 DA01,	N/A	Transport Management Facilities	Developer to construct and complete four (4) bus stops in locations as determined by the Council and Transport for New South Wales.	In respect of each bus stop, prior to the issuing of the first Occupation Certificate for a lot within that DA that creates the	\$101,679

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	T4 DA03c, T4 DA03a				Public Road on which the bus stop is to be located or such other time as agreed in writing between the Parties.	
5. Bridge Crossing – Item 4A on Work Plan (Reference item T6.2 in the Contributions Plan)	Stage 1 T3 DA01	4A	Transport Management Facilities	Developer to construct and complete a bridge crossing in the location identified as 4A on the Works Plan.	Prior to the issuing of a Subdivision Certificate for a deposited plan that when registered would create the 125 th Final Lot	\$1,845,488
6. Water cycle management works and stormwater pipes for the Cobbitty Creeks Catchment Sub catchment 3A -3B - Items 8 and 11 on Work Plan (Reference item W5.2 and W7.1 in the Contributions Plan)	(i) Stage 5 T4 DA03c (ii) Stages 5 and 9 T4 DA03c T5 DA05b	8 11	Water cycle management facilities	Developer to construct and complete water cycle management works and stormwater pipes for the Cobbitty Creeks Catchment: (i) Wetland footprint – sub catchment 3A-3B with an area of 15,050m ² in the location identified as 8 on the Works Plan (Reference item W5.2 in the Contributions Plan) (ii) Pipework in catchment with a length of 1000m in the location identified as 11 on the Works Plan (Reference item W7.1 in the Contributions Plan)	(i) Prior to the issuing of a Subdivision Certificate for a deposited plan that when registered would create the 500 th Final Lot (ii) Prior to the issuing of a Subdivision Certificate for a deposited plan that when registered would create the 650 th Final Lot	\$1,346,696 \$1,282,566

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7. Water cycle management works - Items 9A and 9B and 10A, 10B, 10C, 10D, 10E, 10F and 10G on Work Plan (Reference item W6.2 and W6.3 in the Contributions Plan)	(i) Stage 5 T4 DA03c	9A and 9B	Water Cycle Management Facilities	Developer to construct and complete water cycle management works including bioretention basins: (i) sub catchment 3A-3B with an area of approximately 2,500sqm in the location identified as 9A and 9B on the Works Plan. (ii) In sub catchment 4A-4B with an area of approximately 5,975sqm in the location identified as 10A, 10B, 10C, 10D, 10E, 10F and 10G on the Works Plan.	(i) Prior to the issuing of a Subdivision Certificate for a deposited plan that when registered would create the 500 th Final Lot	\$417,580
	(ii) Stages 4, 5, 7 and 9 T4 DA03c, T3 DA03a, T3 DA02a, T5 DA05b	10A, 10B, 10C, 10D, 10E, 10F and 10G			(ii) Prior to the issuing of a Subdivision Certificate for a deposited plan that when registered would create the following Final Lot: (a) 10A, B, C and G – 650 th (b) 10D, E and F – 850 th	\$998,015
8. Playing fields/Village Green (Reference item OSR3.1 in the Contributions Plan)	Stages 5 and 9 T4 DA03c T5 DA05d	5A	Open Space and Recreation	Developer to construct and complete playing fields/a village green with an area of 34,250m ² which includes one village green/community oval, hard courts, amenity building, outdoor gym, seating and car parking in the location identified as 5A on the Works Plan.	Prior to the issuing of a Subdivision Certificate for a deposited plan that when registered would create the 650 th Final Lot	\$4,261,443
9. Children's play space - Item 6A on Work Plan (Reference item	Stage 9 T5 DA05d	6A	Open Space and Recreation	Developer to construct, complete and embellish a children's play space with an area of 5,000m ² in line with scope details in table 4.1 of the CP in	Prior to the issuing of a Subdivision Certificate for a deposited plan that when registered would	\$298,271

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OSR3.3 in the Contributions Plan)				the location identified as 6A on the Works Plan.	create the 850 th Final Lot	
10. Children's playground - Item 6B on Work Plan (Reference item and OSR3.3 in the Contributions Plan)	Stage 8 T3 DA03b	6B	Open Space and Recreation	Developer to construct, complete and embellish a children's playground with an area of 5,000m2 in line with scope details in table 4.1 of the CP in the location identified as 6B on the Works Plan.	Prior to the issuing of a Subdivision Certificate for a deposited plan that when registered would create the 650 th Final Lot	\$298,271
11. Other Passive Open Spaces – Riparian Style Embellishment - Item 7A, 7B, 7C, 7D, 7E on Work Plan (Reference item OSR4.4 in the Contributions Plan)	Stages 4, 5, 7 and 9 T3 DA03a, T3 DA02a, T4 DA03c, T5 DA05b	7A, 7B, 7C, 7D, 7E	Open Space and Recreation	Developer to construct, complete and embellish riparian style passive open space with a total area of 47,525m ² in accordance with the scope of works specified in the vegetation management plan approved by Council under clause 15 in the location identified as 7A, 7B, 7C, 7D, 7E on the Works Plan	Prior to the issuing of a Subdivision Certificate for a deposited plan that when registered would, in respect of the relevant Item of open space, create the following Final Lot: (a) 7A – 850 th (b) 7B – 550 th (c) 7C, D and E – 650 th	\$1,417,534
12. Riparian land	Stages 4, 5, and 7 T3 DA03c, T3	12A, 12B, 12C and 12D	Passive open space – riparian land	Developer to construct, complete and embellish riparian land with a total area of 8.85ha in accordance with the vegetation management plan approved by the Council under clause 15 in the location identified as	Prior to the issuing of the first Subdivision Certificate for a deposited plan that when registered would	Nil

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	DA02a, T3 DA03a		12A, 12B, 12C and 12D on the Works Plan	create the 650 th Final Lot	
13. Upgrade of Cobbitty Road (Reference item T3.1 in the Contributions Plan)	Stages 1, 4, 7 and 8	13	Transport Management Facilities	Developer to construct and complete the upgrade of Cobbitty Road in the location identified as 13 on the Works Plan. The works will be limited to upgrading an existing 7m wide carriageway, including milling the existing surface, fixing soft spots, re- sheeting 30mm AC, line marking and traffic management.	Prior to the issuing of a Subdivision Certificate for a deposited plan that when registered would create the first Final Lot that directly fronts the road
					\$476,176

B. Dedication of Land					Contribution Value (Indexed to September 2022 Land Value Index)
14. Land for Urban Roads - (Reference item T1.1 in the Contributions Plan)	Stages 1, 3 and 5 T3 DA01, T4 DA03c, T4 DA03a	2	Transport Management Facilities	Developer to dedicate to the Council free of cost to the Council land with an area of not less than 27,040m2 in the location identified as 1 on the Works Plan on which Development Contribution Item 1 is located.	Prior to the issuing of a Subdivision Certificate for a deposited plan that when registered would create the first Final Lot that directly fronts the road
					\$13,520,000

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15. Land for Water cycle management works and stormwater pipes for the Cobbitty Creeks Catchment Sub catchment 3A - 3B	Stage 5 T4 DA03c Stage 9 T5 DA05b	5C	Water Cycle Management Facilities	Developer to dedicate to the Council free of cost to the Council land with an area of not less than 15,050m ² in the location identified as 5C on the Land Dedication Plan on which Development Contribution Item 6 is located.	Prior to the issuing of a Subdivision Certificate for a deposited plan that when registered would create the 650 th Final Lot	\$1,655,470
16. Land for Water cycle management works in subcatchment 3A - 3B and 4A-4B (Reference item W1.9 and W1.10 in the Contributions Plan)	(i) Stage 5 T4 DA03c (ii) Stages 4, 5, 7 and 9 T4 DA03c, T3 DA03a, T3 DA02a, T5 DA05b	5A and 5B 6A, 6B, 6C, 6D, 6E, 6F and 6G	Water Cycle Management Facilities	Developer to dedicate to the Council free of cost to the Council land on which Development Contribution Item 7 is located, being: (i) sub catchment 3A-3B with an area of approximately 2,500sqm in the location identified as 5A and 5B on the Land Dedication Plan. (ii) In sub catchment 4A-4B with an area of approximately 5,975sqm in the location identified as 6A, 6B, 6C, 6D, 10E, 6F and 6G on the Land Dedication Plan.	(i) Prior to the issuing of a Subdivision Certificate for a deposited plan that when registered would create the 650 th Final Lot (ii) Prior to the issuing of a Subdivision Certificate for a deposited plan that when registered would create the following Final Lot: (a) 6A and 6B – 850 th (b) 6C, 6D, 6E, 6F and 6G – 650 th	\$274,995 \$2,122,500
17. Land for playing fields/Village Green (Reference item	Stages 5 and 9	3B	Open Space and recreation	Developer to dedicate to the Council free of cost to the Council land with an area of not less than 34,250m ² in	Prior to the issuing of a Subdivision Certificate for a deposited plan that	\$8,385,055

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OSR3.1 in the Contributions Plan)	T4 DA03c T5 DA05d			the location identified as 3B on the Land Dedication Plan on which Development Contribution Item 8 is located.	when registered would create the 650 th Final Lot	
18. Land for Children's playground/play space (Reference item OSR1.1 in the Contributions Plan)	Stage 9 T5 DA05d	3A	Open Space and Recreation	Developer to dedicate to the Council free of cost to the Council land with an area of not less than 5,000m ² in the location identified as 3A on the Land Dedication Plan on which Development Contribution Item 9 is located.	Prior to the issuing of a Subdivision Certificate for a deposited plan that when registered would create the 850 th Final Lot	\$2,500,000
19. Land for Children's playground/play space (Reference item OSR1.1 in the Contributions Plan)	Stage 8 T3 DA03b	3C	Open Space and Recreation	Developer to dedicate to the Council free of cost to the Council land with an area of not less than 5,000m ² in the location identified as 3C on the Land Dedication Plan on which Development Contribution Item 10 is located.	Prior to the issuing of a Subdivision Certificate for a deposited plan that when registered would create the 650 th Final Lot	\$2,500,000
20. Land for Other Passive Open Spaces (Reference item OSR1.9 in the Contributions Plan)	Stage 7 T3 DA03a	4D	Open Space and Recreation	Developer to dedicate to the Council free of cost to the Council land with an area of not less than 2,100m ² in the location identified as 4D on the Land Dedication Plan for passive open space.	Prior to the issuing of a Subdivision Certificate for a deposited plan that when registered would create the 650 th Final Lot	\$230,996
21. Land for Other Passive Open Spaces (Reference	Stage 7 T3 DA03a	4E	Open Space and Recreation	Developer to dedicate to the Council free of cost to the Council land with an area of not less than 3,450m ² in the location identified as 4E on the	Prior to the issuing of a Subdivision Certificate for a deposited plan that when registered would	\$379,493

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item OSR1.9 in the Contributions Plan)				Land Dedication Plan for passive open space.	create the 650 th Final Lot	
22. Land for Other Passive Open Spaces (Reference item OSR1.9 in the Contributions Plan)	Stages 5, 7 and 9 T3 DA03a, T4 DA03c, T5 DA05b	4A, 4B and 4C	Open Space and Recreation	Developer to dedicate to the Council free of cost to the Council land for passive open space with an area of not less than 41,975m ² in the location identified as 4A, 4B and 4C on the Land Dedication Plan on which Development Contribution Item 11 is located.	Prior to the issuing of a Subdivision Certificate for a deposited plan that when registered would create the following Final Lot: (a) 4A – 850th (b) 4B and 4C – 650 th	\$4,617,166
23. Land for Riparian Corridor	Stages 4, 5, and 7 T4 DA03c, T3 DA02a, T3 DA03a	7A, 7B, 7C and 7D	Open Space, Recreation, and Environmental Conservation	Developer to dedicate to the Council free of cost to the Council land for riparian corridor with an area of approximately 8.85ha in the location identified as 7A, 7B, 7C and 7D on the Land Dedication Plan on which Development Contribution Item 12 is located.	Prior to the issuing of a Subdivision Certificate for a deposited plan that when registered would create the 800 th Final Lot	\$0
24. Land for multi-purpose community centre (Reference item C1.2 in the Contributions Plan)	Stage 5 T4 DA03c	1	Community Facilities	Developer to dedicate to the Council free of cost to the Council land for a multi-purpose community centre with an area of not less than 1,127m ² in the general location identified as 1 on the Land Dedication Plan.	Prior to the issuing of a Subdivision Certificate for a deposited plan that when registered would create the 800 th Final Lot	\$563,500

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C. Monetary Contributions

25. Multi-purpose community centre	N/A	N/A	Community Facilities	Developer to pay monetary Development Contributions in the amount of \$2,272,368 to be applied towards the provision of a multi-purpose community centre	Prior to the issuing of a Subdivision Certificate for a deposited plan that when registered would create the 800 th Final Lot	\$2,272,368
26. Multi-purpose community centre car-park and landscaping	N/A	N/A	Community Facilities	Developer to pay monetary Development Contributions in the amount of \$106,821 to be applied towards the provision of car-parking and landscaping for a multi-purpose community centre	Prior to the issuing of a Subdivision Certificate for a deposited plan that when registered would create the 800 th Final Lot	\$106,821
27. Monetary contributions for Final Lots over and above 948 Final Lots	N/A	N/A	Public facilities identified in the Contributions Plan.	Developer to pay monetary Development Contributions for each Final Lot over and above 948 Final Lots in the Development in the amount calculated in accordance with the following formula: \$Amount per Final Lot = \$29,342,513 / 948	The amount per Final Lot to be paid prior to the issuing of a Subdivision Certificate for a deposited plan that when registered would create that Final Lot	Amount per Final Lot = \$29,342,513 / 948

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499, 501, 585, 589, 591 & 593 Cobbitty Road, Cobbitty Planning Agreement

Camden Council

Mirvac Homes (NSW) Pty Ltd

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28. Monetary contributions for Administration	N/A	N/A	Administration	Developer to pay monetary Development Contribution in the amount of 0.75% of the sum of all Contribution Values for all Works to be carried out under this Deed	The amount is to be paid prior to the issuing of a Subdivision Certificate for a deposited plan that when registered would create the 180 th Final Lot	Amount equal to 0.75% of the sum of all Contribution Values for all Works to be carried out under this Deed
29. Monetary contributions for active open space (playing fields)	N/A	N/A	Recreation facilities	Developer to pay a monetary contribution in the amount of \$1,511,595 to be applied towards the provision of active open space	The amount is to be paid prior to the issuing of a Subdivision Certificate for a deposited plan that when registered would create the 800 th Final Lot	\$1,511,595

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Schedule 2

(Clause 1.1)

Design Approval and Maintenance Schedule

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Development Contribution Item	Location identifier on Works Plan	Design Approval required? (Clause 14)	Maintenance regime required? (Clause 15)	Maintenance period (Clause 15)	Vegetation management plan required? (Clause 15.2)
1. Urban roads	1	Yes	Yes	12 months	No
2. Roundabouts	2A, 2B, 2C and 2D	Yes	Yes	12 months	No
3. Cycleways	3A, 3B and 3C	Yes	Yes	12 months	No
4. Four (4) bus stops	N/A	Yes	Yes	12 months	No
5. Bridge Crossing	4A	No	Yes	12 months	No
6. Water cycle management works					

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Mirvac Homes (NSW) Pty Ltd				Mirvac Residential Sub Co Pty Ltd as trustee for the Cobbitty Sub Trust		
- Wetland footprint	8	Yes	Yes	12 months	Yes	
- Pipework	11	Yes	Yes	12 months	No	
7. Water cycle management works						
- Subcatchment 3A-3B	9A and 9B	Yes	Yes	12 months	No	
- Subcatchment 4A-4B	10A, 10B, 10C, 10D, 10E, 10F and 10G	Yes	Yes	12 months	No	
8. Playing fields	5A	Yes	Yes	12 months	No	
9. Children's playground/ playspace	6A	Yes	Yes	12 months	No	
10. Children's playground/ playspace	6B	Yes	Yes	12 months	No	
11. Other Passive Open Spaces	7A, 7B, 7C, 7D, 7E	Yes	Yes	12 months	Yes	
12. Riparian land	12A, 12B, 12C and 12D	Yes	Yes	5 years	Yes	
13. Upgrade of Cobbitty Road	13	Yes	Yes	12 months	No	

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Schedule 3

(Clause 9)

Staging Plan

See next pages.

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Schedule 4

(Clause 9)

Works Plan

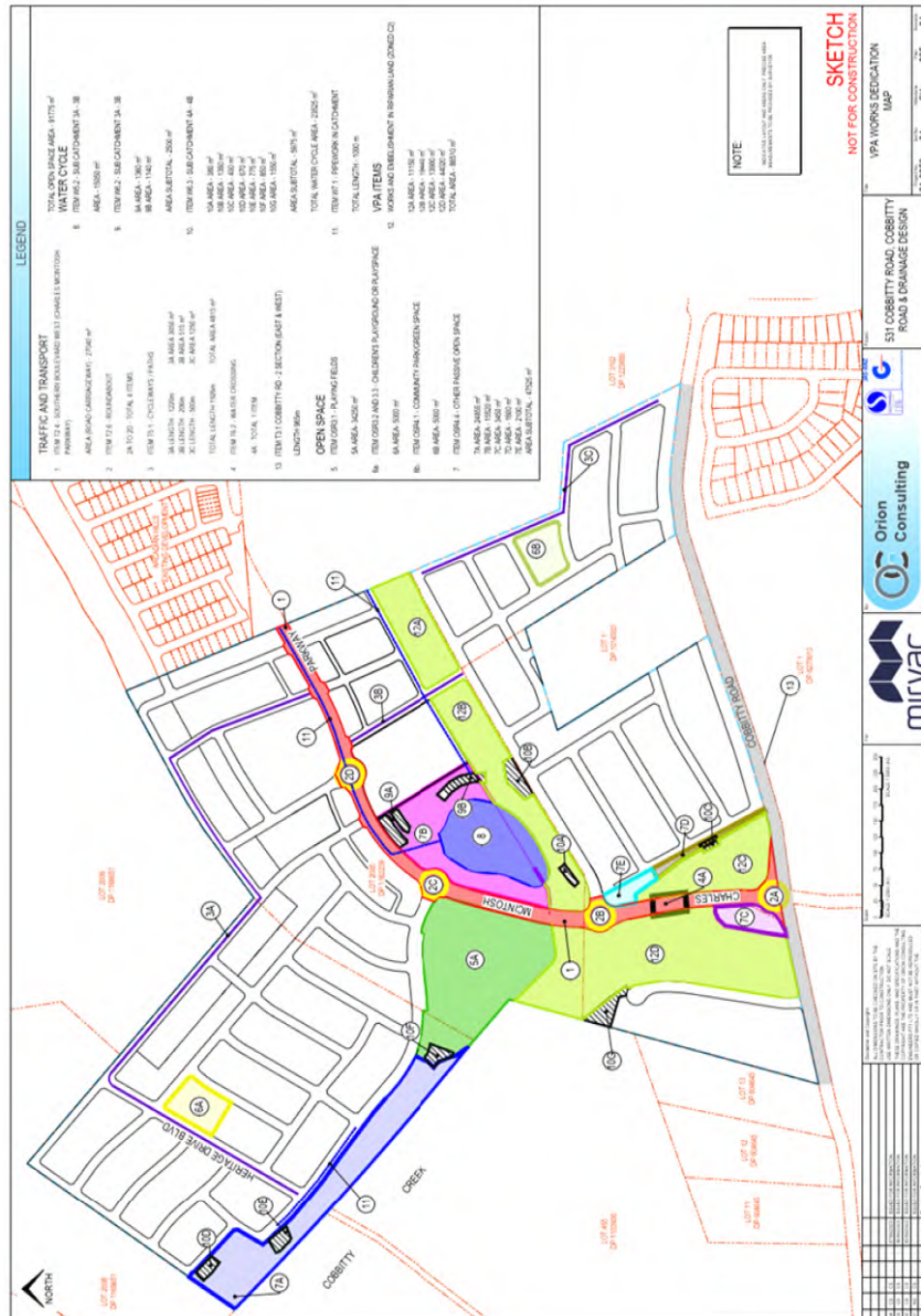
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Schedule 5

Land Dedication Plan

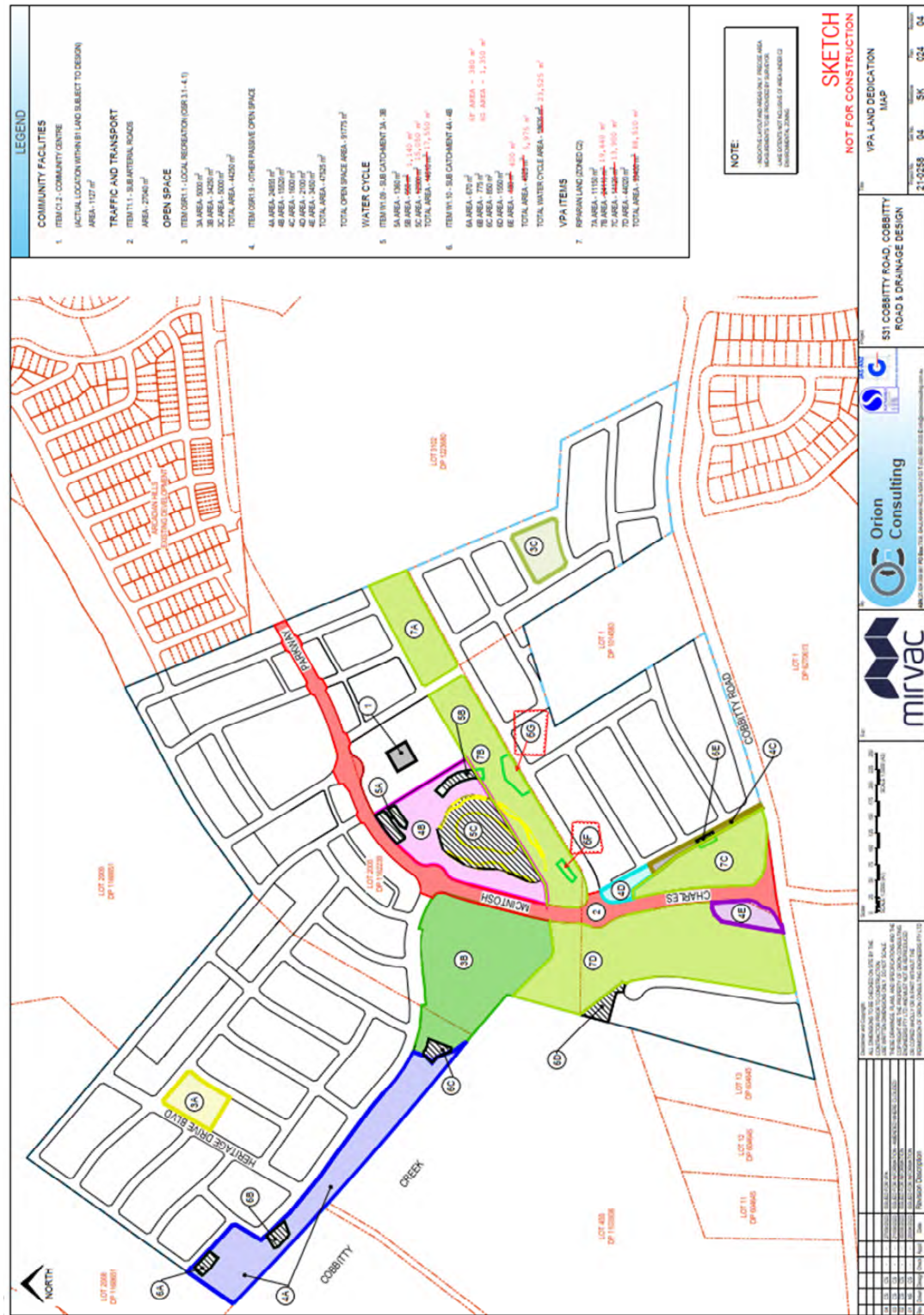
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Mirvac Homes (NSW) Pty Ltd

Mirvac Residential Sub Co Pty Ltd as trustee for the Cobbitty Sub Trust



499, 501, 585, 589, 591 & 593 Cobbitty Road, Cobbitty Planning Agreement**Camden Council****Mirvac Homes (NSW) Pty Ltd****Mirvac Residential Sub Co Pty Ltd as trustee for the Cobbitty Sub Trust**

Execution**Executed as a Deed****Dated:**

Executed on behalf of the Council

General Manager

Witness

Mayor

Witness

Executed on behalf of Mirvac Homes (NSW) Pty Ltd in accordance
with s127(1) of the Corporations Act (Cth) 2001

Name/Position

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Camden Council

Mirvac Homes (NSW) Pty Ltd

Mirvac Residential Sub Co Pty Ltd as trustee for the Cobbitty Sub Trust

**Executed on behalf of the Mirvac Residential Sub Co Pty Ltd
ACN 672 683 797 as trustee for the Cobbitty Sub Trust ABN
15 561 438 643** in accordance with s127(1) of the Corporations Act (Cth) 2001

Name/Position

Name/Position

499, 501, 585, 589, 591 & 593 Cobbitty Road, Cobbitty Planning Agreement

Camden Council

Mirvac Homes (NSW) Pty Ltd

Mirvac Residential Sub Co Pty Ltd as trustee for the Cobbitty Sub Trust

Appendix

(Clause 55)

Environmental Planning and Assessment Regulation 2021

(Section 205)

Explanatory Note

Draft Planning Agreement

Under s7.4 of the *Environmental Planning and Assessment Act 1979*

Parties

Camden Council ABN 31 117 341 764 of 70 Central Avenue, ORAN PARK, NSW 2570
(Council)

and

Mirvac Homes (NSW) Pty Ltd ACN 006 922 998 of Level 28, 200 George Street,
Sydney NSW 2000 (Developer)

and

Mirvac Residential Sub Co Pty Ltd ACN 672 683 797 as trustee for the Cobbitty Sub Trust
ABN 15 561 438 643 (Cobbitty Sub Trust)

Description of the Land to which the Draft Planning Agreement Applies

The Draft Planning Agreement applies to land comprised in Lots 3, 5 and 6 in DP1276275, and the land formerly comprised in Lots 1, 2 and 4 in DP1276275 (which have been subdivided to create Lot 319 DP1289777, Lots 172, 173 and 174 in DP1289775 and a number of Final Lots) otherwise known as 499, 501, 585, 589, 591 & 593 Cobbitty Road, Cobbitty, and part of Lot 3102 DP1223680 which will be transferred to the Developer as part of a boundary adjustment arrangement with a third party, and includes any lot created by the subdivision, strata subdivision or consolidation of that land.

The Draft Planning Agreement also applies to land to be transferred to the Developer or the Cobbitty Sub Trust, being the part of Lot 3102 DP1223680 that is within Lot 2 in proposed plan of subdivision DP1298600, being the land shown marked in red in the plan in Schedule 6.

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Description of Proposed Development

The Draft Planning Agreement applies to the subdivision of the Land into Final Lots, pursuant to the Existing Development Consents and future Development Consents, as modified from time to time.

Description of Development Contributions

The Draft Planning Agreement requires the carrying out of work for:

- transport management facilities including sub-arterial road, roundabouts, roads, bus stops,
- water cycle management facilities including wetland and detention basins and water quality bio-ribbons,
- open space and recreation facilities including a playing field with associated children's play equipment and other passive open space with riparian style embellishments, and
- a multipurpose community centre.

The draft Planning Agreement also requires the dedication of land for some of the above work.

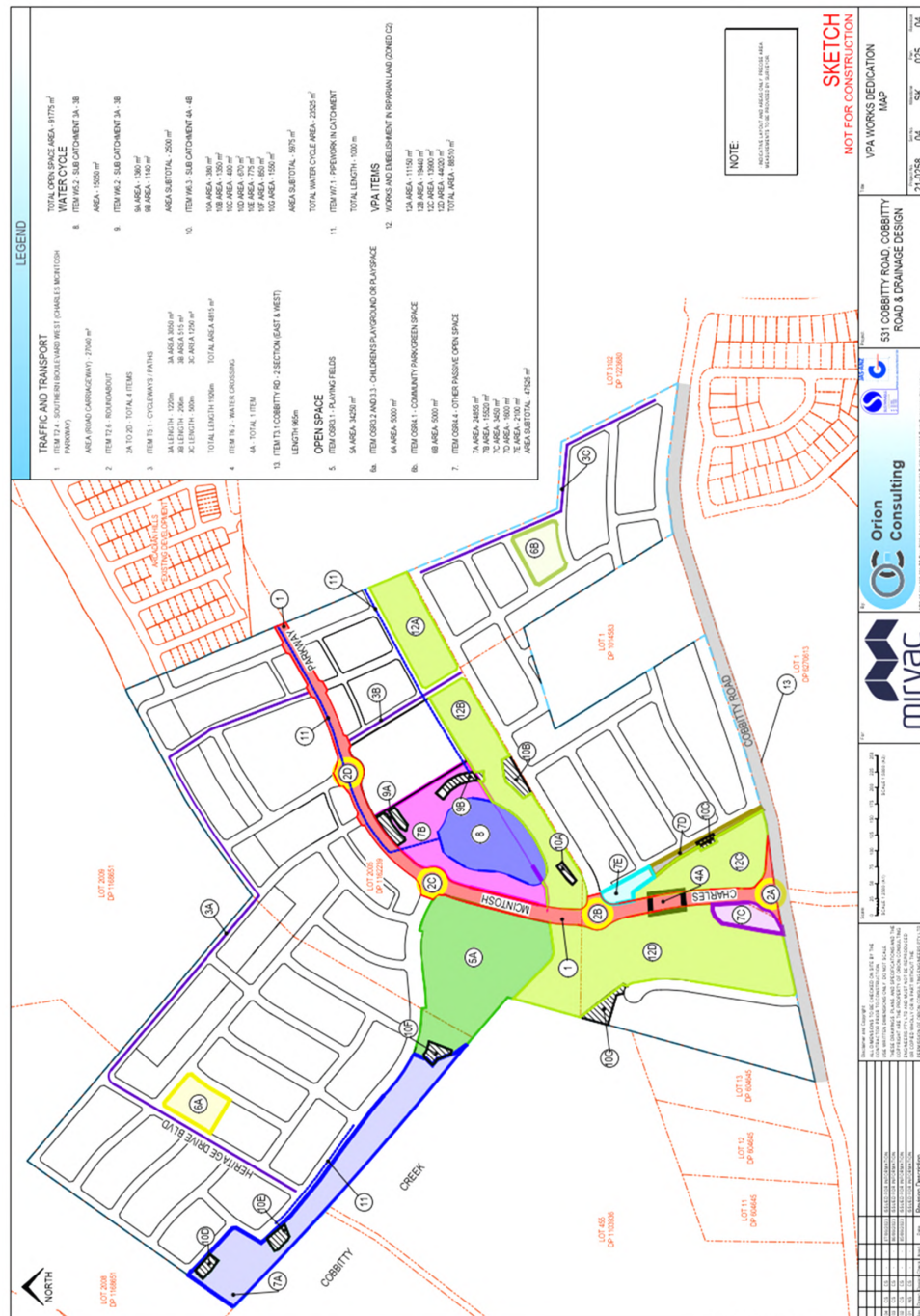
Plans showing the location of the works and land to be dedicated are provided below:

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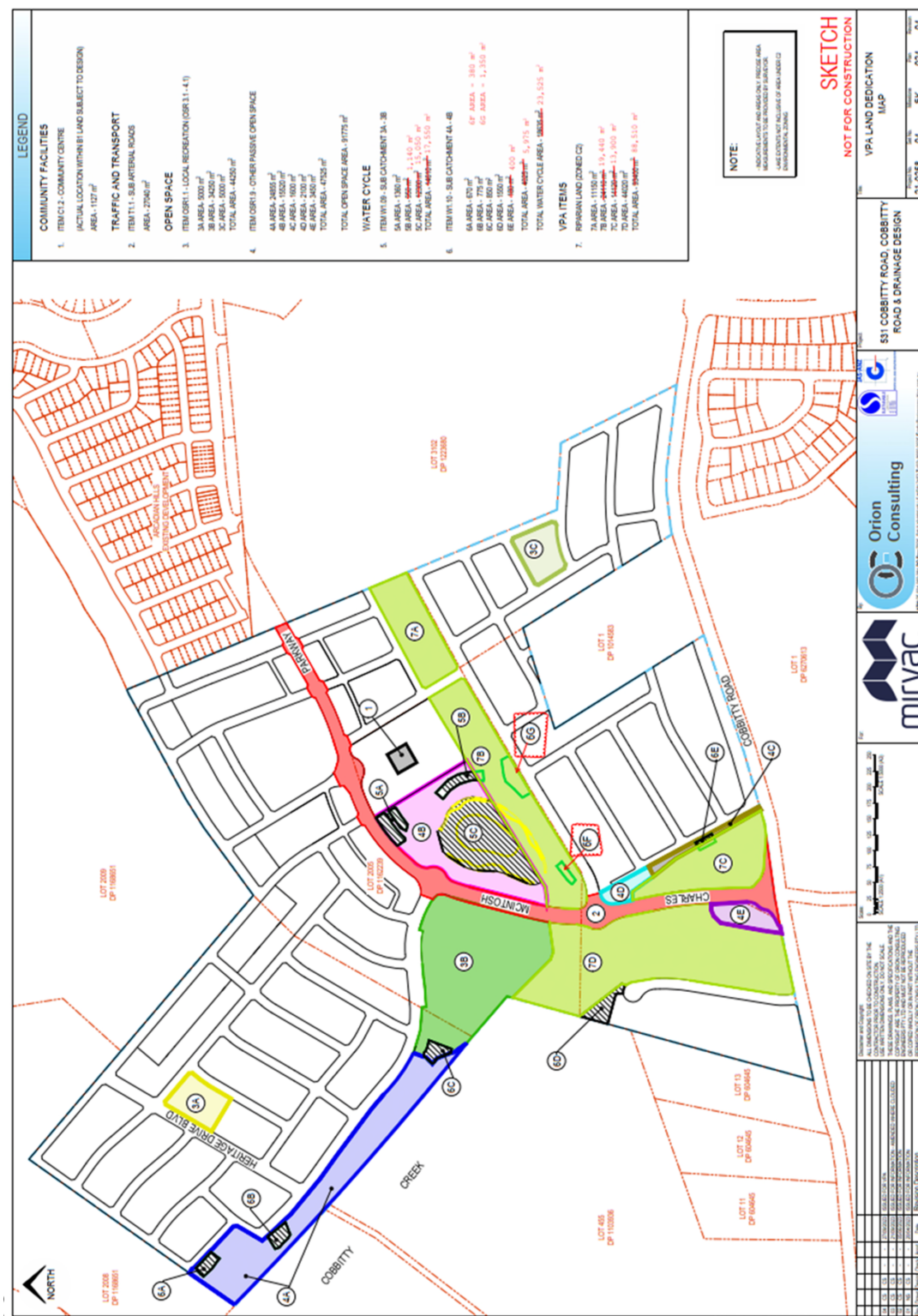
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Summary of Objectives, Nature and Effect of the Draft Planning Agreement

Objectives, Nature and Effect of Draft Planning Agreement

The Draft Planning Agreement is a planning agreement under s7.4 of the *Environmental Planning and Assessment Act 1979 (Act)*. The Draft Planning Agreement is a voluntary agreement under which Development Contributions are made by the Developer and Cobbitty Sub Trust for various public purposes (as defined in s7.4(3) of the Act).

The objective of the Draft Planning Agreement is to require the carrying out of work and dedication of land for transport management facilities, water cycle management facilities, open space and recreation facilities and community facilities, being items identified in the Oran Park & Turner Road Section 94 Contributions Plan. The Draft Planning Agreement also requires the payment of monetary contributions for various public purposes.

The Draft Planning Agreement:

- relates to the carrying out by the Developer of development on the Land
- excludes the application of s7.11 and s7.12 of the Act to the Development
- does not exclude the application of Division 7.1, Subdivision 4 of the Act to the Development
- requires the carrying out of work and dedication of land for various public purposes
- requires the payment of monetary contributions for various public purposes
- is to be registered on the title to the Land
- imposes restrictions on the Parties assigning an interest under the agreement and the Developer and Cobbitty Sub Trust transferring land,
- provides two dispute resolution methods for a dispute under the agreement, being expert determination and mediation,
- provides that the agreement is governed by the law of New South Wales, and
- provides that the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* applies to the agreement.

The Draft Planning Agreement also provides that for the purposes of the Existing Development Consents the amount of monetary Development Contributions required to be paid to the Council pursuant to s7.11 of the Act under that Development Consent is fully satisfied by the carrying out of works under this Deed.

Assessment of the Merits of the Draft Planning Agreement

How the Draft Planning Agreement Promotes the Public Interest

The Draft Planning Agreement requires the carrying out of work and dedication of land for a transport management facilities, water cycle management facilities, open space and

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recreation facilities and community facilities. These development contributions are listed in the Oran Park & Turner Road Section 94 Contributions Plan and will improve the road, drainage, recreation, and open space facilities that will serve the wider community.

The Draft Planning Agreement:

- promotes and co-ordinates of the orderly and economic use and development of the Land to which the agreement applies,
- provides and co-ordinates the provision of public infrastructure and facilities in connection with the Development, and
- provides increased opportunity for public involvement and participation in environmental planning and assessment of the Development.

The draft Planning Agreement promotes the public interest by promoting the objects of the Act as set out in s1.3 (a), (b), and (j) of the Act.

The Draft Planning Agreement also promotes a number of elements of the principles for local government in Chapter 3 of the *Local Government Act 1993* (NSW) (formerly the Council's charter under section 8 of the *Local Government Act 1993* (NSW)).

The Draft Planning Agreement which requires the Developer to dedicate land for a channel park and detention basin and which is required to be publicly notified promotes the following principles:

- the management of lands and other assets so that current and future local community needs can be met in an affordable way,
- working with others to secure appropriate services for local community needs, and
- actively engaging with their local communities, through the use of the integrated planning and reporting framework and other measures.

Whether the Draft Planning Agreement Conforms with the Authority's Capital Works Program

Yes. The Draft Planning Agreement conforms with the Council's Capital Works Program.

Whether the Draft Planning Agreement specifies that certain requirements must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued

Yes.





Astrolabe Group are the recognised experts in urban growth and change management with a uniquely empathetic approach to client and community.

This report was prepared for Camden Council. In preparing the report, Astrolabe has made every effort to ensure the information included is reliable and accurate. Astrolabe is unable to accept responsibility or liability for the use of this report by third parties.

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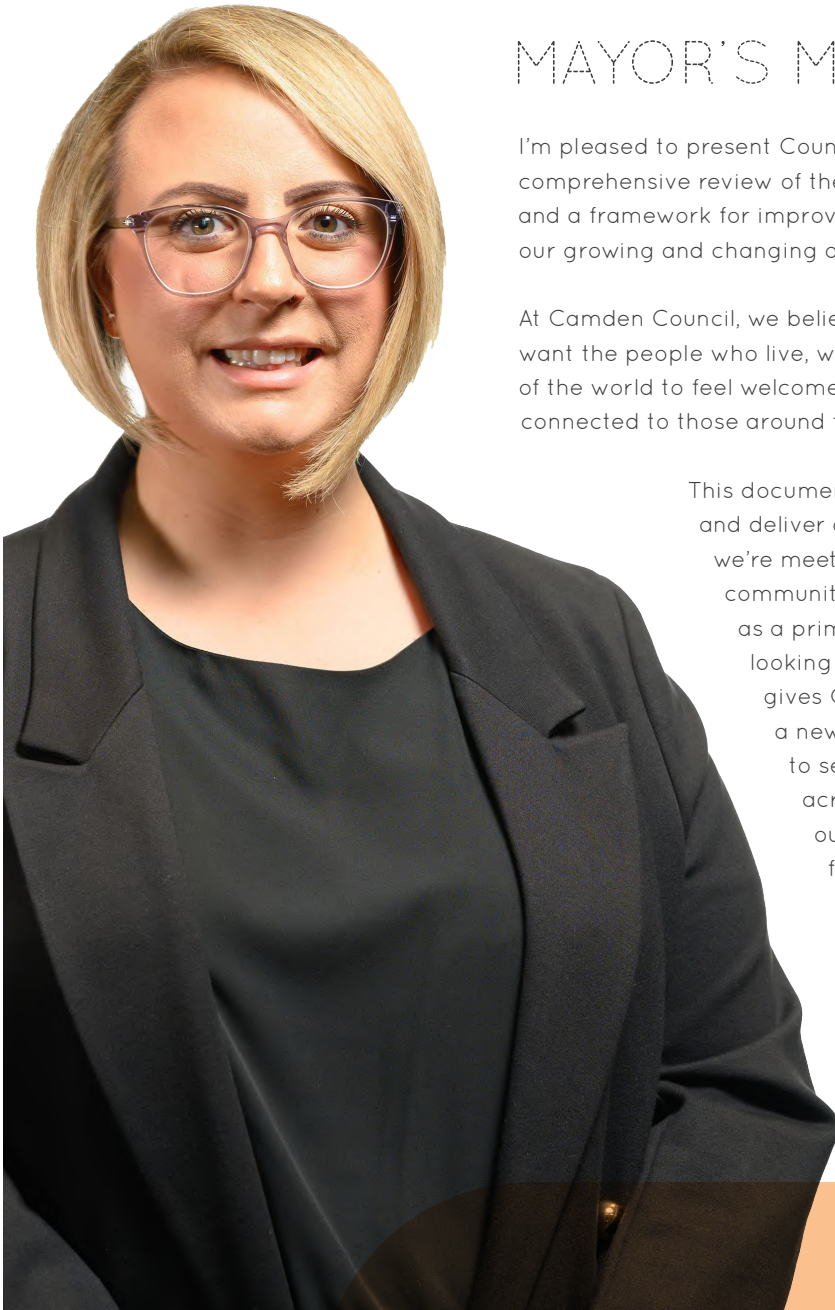
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ACKNOWLEDGMENT OF COUNTRY

Council acknowledges that the Camden area is situated on the sacred Traditional Lands and Waterways of the Dharawal peoples. We also recognise surrounding Dharug and Gundungurra people that may have connections to these lands.

We pay our respects to all Aboriginal and Torres Strait Islander Peoples and Elders past, present and emerging.





MAYOR'S MESSAGE

I'm pleased to present Council's Events Strategy, a comprehensive review of the events we run for our community and a framework for improvement as we continue to cater for our growing and changing area.

At Camden Council, we believe our events are for everyone. We want the people who live, work and play in this beautiful corner of the world to feel welcome, included, safe and, above all, connected to those around them.

This document will serve as a guide to design and deliver an events program that ensures we're meeting the needs and interests of our community and showcasing the Camden area as a prime destination for visitors. It's about looking for new opportunities to seize and gives Council license to deliver events in a new and refreshed way. I look forward to seeing the new age of events here across the Camden area and watching our residents, both current and future, enjoy our celebrations in many different ways.

Ashleigh Cagney

MAYOR OF CAMDEN



OUR VISION FOR EVENTS

Our events are for everyone, whether you live in the Camden community, run a business, have a family or are visiting the area.

We share a vision with our community to create fun, affordable, inclusive events that promote Camden as an attractive place to live, visit and invest.

Our events are a place where everyone feels welcome, included and safe.

We bring our diverse community together and form meaningful connections through shared experiences.





OVERVIEW

The Camden Council Events Strategy builds on the vision identified in our Community Strategic Plan, where we envision a connected, diverse and thriving community with an abundance of opportunities and access to open spaces.

The strategy informs how we design our program and ensures our events are relevant to the needs and interests of our community. The development of this strategy has been guided by community sentiments and stakeholder input, and we will use it to preserve what is special about our events landscape while exploring future growth opportunities.

PURPOSE

The purpose of this events strategy is to provide:



THE FOUR PILLARS

Our events are guided by the four pillars, setting our focus and priorities to achieve our collective vision. They have been developed with our stakeholders and are explained further on Page 20; What We've Heard.



Each pillar is supported by three strategies that outline the objectives of the pillar, these strategies are presented on Page 23; Strategies. All strategies have a corresponding internal action plan to describe how we will achieve our objectives, including the initiatives and activities we will undertake.



WHY EVENTS ARE IMPORTANT

A thriving economy

The NSW visitor economy supports over 107,115 businesses and more than 296,000 jobs. Events play a critical role in stimulating a local economy that has a knock-on effect into other sectors, such as event attendees spending at other businesses, on transport, accommodation and in the community.¹

Destination NSW's Events Calendar generates more than \$600m annual revenue for NSW, which is only expected to grow in the future as Destination NSW has set the vision for NSW to be the premier visitor economy of the Asia-Pacific by 2030.²

Social cohesion

Events deliver social benefits to the local community and visitors through shared experiences. Interpersonal interactions allow the community to build relationships and connections, which fosters wellbeing and brings joy to community members.

We can build community connections through activating public spaces. Place activation is a mechanism to attract a diverse array of people to a place, enticing them to stay and enjoy the space. It ranges from permanent fixtures such as playgrounds, seating and cycling paths to temporary activations including markets, classes and music. Activated public spaces are important when creating a more inclusive community identity, as it brings people together to develop a sense of ownership of place.³

Cultural and environmental benefits

Events help us develop a deeper understanding of cultural diversity. Learning about Aboriginal and Torres Strait Islander cultures is a path to true reconciliation, and events play a role in promoting awareness about our cultural history.⁴

Events are also an avenue to engage with different cultures. 62% of Cultural and Linguistically Diverse (CALD) Australians express their cultural identity through arts and creativity.⁵ Hosting cultural and art events enables different cultures to interact and connect. This promotes social cohesion and 'intercultural empathy', providing opportunities to share who we are with our neighbours and deepen our relationships.

Endorsing traditions and culture through events can act also as a catalyst for tourism and create a sense of identity and community.⁶

Events and place activation benefit the environment through promoting local green spaces and biodiversity, encouraging community members to take responsibility for protecting our environment.

Events are a tool to educate the community on Councils sustainability goals.⁷ Camden Council has launched initiatives increase knowledge and awareness of local environmental issues, such as the annual Threatened Species Art and Writing Competition and the Macarthur Nature Photography Competition. By incorporating sustainability considerations into events we can lead by example in demonstrating our value to our community, event partners and attendees.



STRATEGIC CONTEXT

This four-year event strategy sets our vision for events from 2024-27. It provides direction and guides our actions within Council in how we deliver our events.

The need for an events strategy was identified in our Delivery Program 2022-26, as a broader activity to support initiatives that build and foster community cohesion.

This Strategy has been created to complement and align with the priorities identified in our Community Strategic Plan and other supporting strategic documents.

In developing this strategy, we also considered how our direction relates to state and regional priorities. This ensures we are well placed to leverage existing policies and harness the future development opportunities in our region, such as housing development and the Western Sydney Aerotropolis.

On the right shows the relationship between the events strategy and other Council strategies. This events strategy provides a framework for all Council events and supports the delivery of other strategies in the format of community events.



Camden Council's Lead Strategy



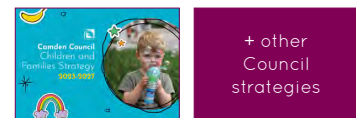
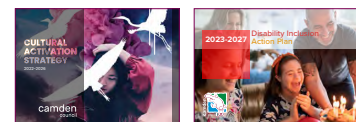
Connecting Camden:
Community Strategic Plan 2036

Our Pillars

5 Key
Directions

Events strategies,
initiatives and
actions

This strategy aligns with the
key principles identified in:



State and Regional Plans include:



Destination NSW: Visitor Economy Strategy 2030
Destination NSW: Statewide Destination Management Plan
Dept. Planning and Environment: NSW Guide to Public Spaces
Western Parkland City Authority:
Blueprint and Economic Development Roadmap
NSW Treasury: Sydney 24 Hour Economy Strategy



Cultural Activation Strategy 2022-26
Disability Inclusion Action Plan 2023-27
Economic Development Strategy 2022-26
Destination Management Plan 2024
Children and Families Strategy 2023-27





THE CURRENT EVENTS LANDSCAPE IN CAMDEN

Many Council events in Camden LGA have become a tradition that our community look forward to every year.

Our major events provide excellent entertainment for our region and attract a large number of participants from near and far.

We also engage our residents through community events targeting different demographics and locations within our LGA.

HIGHLIGHTS

We offer a diverse program of events

Our events program is abundant and caters to many interest groups and ages. We offer major events and festivals that ignite tourism and unite the whole community, like Camden Festival. We also provide smaller local events, such as the Spotlight Youth Program that offers more intimate opportunities to connect amongst more specific members of the community.

We strive to make an impact

We do our best to fund our events so they can remain affordable and inclusive of the whole community. Meaningful events such as Grandparents Day facilitates intergenerational learning and connection between school children and seniors. Our multi-day, multi-venue International Day of People with Disability program aims to enhance the public program participation of people who live with a disability. In 2023, we offered workshops to support the wellbeing of people with diverse needs, leisure and sensory activities and a community BBQ to celebrate all abilities.

We're known for our Christmas events

Our Christmas Festival is one of our signature events, bringing together people of various ages and interests to celebrate and have fun. We look forward to hosting our popular Christmas events every year, and we feel proud of the sustained support from community members who want to get involved. Council has been involved in these events since 2017, and we are delighted to host them for many more years to come and expand them to more corners of our LGA.

We use our events to showcase our unique assets

We have numerous cultural, environmental and heritage assets that are of significant value to our community. Camden Town Farm, Alan Baker Art Gallery, heritage buildings in Camden Town Centre, the Bicentennial Equestrian Park and multiple sportsgrounds provide an excellent atmosphere and enrich the experience of many events. Utilising these facilities ensures that our neighbourhoods continue to be vibrant and welcoming spaces, showcasing our history, culture and place significance to the next generation, new residents, and visitors.



We consult with our community

We have established an Events Reference Group as representatives for our community. It consists of community representatives and Councillors who advise us on the needs of the community and provide informed recommendations on event requirements.

We review our post-event surveys to monitor our performance and ensure we provide good experiences for attendees and stakeholders. Feedback has improved many aspects of our events, notably it has enhanced our accessibility and environmental considerations.

LOOKING FORWARD

With many successful years of events behind us, we strive to improve and diversify our events program continuously. We recognise that what the community needs and desires for events are changing as we welcome new members into our community, and we are excited to plan for events rich in cultural diversity as our community evolves.

Camden LGA is a special place with charming features and unique attractions that set us apart from other Sydney regions. We commit to continuously showcasing our land and assets and making our community proud to call Camden LGA their home.



WHAT WE'VE HEARD

Feedback from our stakeholders played a meaningful role in formulating this strategy. We have reviewed community feedback on past events to gather community sentiments. We also used targeted co-design workshops and stakeholder questionnaires to better understand our community needs, specifically what has been working well and what you would like to see in the future.

We used the outcome from engagement to develop our four strategic pillars. These pillars reflect the sentiments and priorities of our community and will be the focus areas for our events program over the period from 2024 to 2027.





1

We are connected in community

Our community is growing, and events are an excellent way to welcome new members into our community. You have told us that you value the interactions, joy and sense of belonging our events have created. We have also heard that our community have a strong desire to participate in the shaping of our events program, actively engaging and co-creating our event landscape.

2

Uniquely Camden

Our community wants us to leverage the unique attractions, quality and characters of Camden LGA. This includes continuing to utilise our established event spaces, like the heritage town centre and town farm, ensuring our new communities have access to events, such as Leppington and other high growth areas, and creating awareness for visitors outside of Camden through our performance and arts so visitors better understand who we are and what we offer.

3

Celebrate diversity and inclusion

We know sharing moments with one another is how we find common ground and deepen our bond. You have told us our events should be for everyone. This means making events more accessible and inclusive, so everyone can participate and experience enjoyment. You have also told us our events program should embrace the diverse cultural identities within our community and be representative of our community profile.

4

Our events have local impact

Events play a role in adding value to the local economy and lifestyle and addressing community needs. You have told us that an active events scene can make Camden LGA a better place to live. We also know that through effective partnerships, our events can help local businesses grow, create employment opportunities, grow our visitor economy, and attract investment to the LGA.



STRATEGIES

We have developed three strategies for each pillar to guide how the pillars will be implemented. These strategies will ensure we realise our vision for events and continue producing events suited to our community.

PILLAR 1: WE ARE CONNECTED IN COMMUNITY

Strategies		Why this is important
1.1	Our community has a say in our events program	We are guided by our community. We will ensure everyone has the opportunity to participate in community consultation when planning and designing events. We actively seek community input and participation in preparing the events program.
1.2	Our community has fun at our events	We know events bring joy to the community, and people look forward to them. We want our events to create positive memories for our community to cherish.
1.3	Our events make the community feel more connected	Community connectedness promote well-being and happiness. We bring everyone together and provide opportunities for the community to interact and engage. Our events are where everyone in the community feels safe and welcome.

What does success look like?

- Having mechanisms for our community to share their feedback with us and community feedback shapes our event program for the following year.
- Our community rates our events positively, and they share their positive experience with others.
- New community members are empowered to integrate into and connect with our community.
- Social cohesion is strengthened within the whole community and wellbeing improved.

PILLAR 2: UNIQUELY CAMDEN

Strategies		Why this is important
2.1	Our events recognise and spotlight the uniqueness of each area within our LGA	We acknowledge that different areas in Camden LGA have unique qualities that should be celebrated. Everyone in the community should have the opportunity to be involved in events in their local public spaces. We will work to deliver events all across Camden LGA, taking into consideration the characteristics and preferences of each neighbourhood.
2.2	Our events provide opportunities to connect with our local history, heritage, cultural and environmental assets	Incorporating our local attractions and assets into events helps people feel connected to a place and educates on history and culture. We will preserve our assets and leverage opportunities to embrace the many unique attractions of Camden, to allow community to connect with place culturally, historically and through nature for now and for many future generations.
2.3	Our events contribute to strengthening our identity	Events build awareness of Camden LGA and showcase who we are. We will preserve our signature events and seek innovative event ideas to strengthen our presence in the events space. Events also offer opportunities for local talents and amplify our collective identity and sense of community.

What does success look like?

- Increased number of activations and events held in different locations across our LGA.
- More history, heritage, environmental and First Nations knowledge has been shared through our events.
- Our major events offer a point of difference from the surrounding areas.
- Our events create opportunities for local vendors, artists and talent.



PILLAR 3: DIVERSITY AND INCLUSION

Strategies		Why this is important
3.1	Our events program has something for everyone	It is important for our community to have an event or occasion to get excited about and feel involved in the community. We consider the demographics and needs within our area and diversify events to ensure that our program offers something for everyone.
3.2	Our events are accessible and inclusive	We want everyone to feel safe and included at events. We consider and design accessibility into all events to ensure that events are inclusive.
3.3	Our events celebrate the cultural diversity within our community	We have many cultural identities within Camden LGA and we want to provide opportunities to share and celebrate cultural diversity within events. The events program will contain culturally specific events to spotlight different cultures and community groups.

What does success look like?

- Our program offers a wide range of events targeting different age groups, interests and needs.
- Improvement to the accessibility of events and enhanced disability awareness among our staff.
- Our events program includes elements that increase the cultural awareness of our community and promote cross-cultural engagement.



PILLAR 4: OUR EVENTS HAVE LOCAL IMPACT

Strategies		Why this is important
4.1	Our events strengthen the local economy	We recognise that events are a gateway to attract visitors, stimulate business activity and lead to a thriving economy. We will utilise major events to provide opportunities to grow local businesses and strengthen our local economy.
4.2	Our events make Camden a more vibrant place	Events add vibrancy to a place and make it memorable, meaning people are more likely to consider Camden LGA as a place to live, work or visit. We plan to achieve this through our curation of events and strategic partnerships, providing outstanding activities, cultural enrichment and entertainment.
4.3	Our events reflect the community's strategic vision and priorities	Events are key to the Council's role in promoting social cohesion, sustainability and economic development. We will ensure our event objectives and outcomes are aligned with the community priorities identified in other Council strategic documents. This enables us to join forces across Council teams and deliver stronger community outcomes.

What does success look like?

- Events boost our visitor economy and increase awareness and patronage for local businesses.
- More event organisers and visitors choose Camden LGA as their destination.
- Our events have clear strategic goals, and the outcomes are evaluated post-event.

IMPLEMENTATION AND REVIEW

This Strategy has been developed to guide us in delivering engaging events in Camden LGA that align with community priorities. We will continuously evaluate our success and refine our program to respond to the sentiments of our residents, visitors and stakeholders.

To implement the strategy, we have developed an action plan that details how we will achieve each strategic pillar. It provides clear guidance and a shared understanding of the priorities when planning for events.

To maintain the relevancy of these strategies and actions across the life of this document, we also developed an events evaluation framework. This framework assesses our events to ensure the outcome of our events is aligned with our community needs and that the impact of the events can be measured.

KEEPING OUR COMMUNITY

We follow the Integrated Planning and Reporting Framework for Councils across NSW, meaning our activities and output will be included in the six-monthly progress report and annual report.

Regular reporting helps us maintain accountability and transparency, building trust with our community for ongoing engagement.







SOURCES

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4. Evolve Communities, Why is it important to learn about Aboriginal culture?, Evolve Communities, viewed November 2023, <https://www.evolvecommunities.com.au/why-is-it-important-to-learn-about-aboriginal-culture/>
5. Australia Council for the Arts 2019, Creating our Future Spotlight on social cohesion, Creative Australia, viewed November 2023, <https://creative.gov.au/wp-content/uploads/2021/07/Creating-Our-Future-Spotlight-on-social-cohesion.pdf>
6. Stewart Jepson, A, Clarke, A 2015, Exploring Community Festivals and Events, Routledge, Abingdon, Oxon, viewed November 2023, https://www.researchgate.net/profile/Allan-Jepson/publication/277277133_Exploring_Community_Festivals_and_Events/links/5ee21dd7a6fdcc73be7034e5/Exploring-Community-Festivals-and-Events.pdf
7. Tilma Group, How councils can support events to increase their benefits, Tilma Group, viewed November 2023, <https://www.tilmagroup.com.au/blogtilma/2022/10/18/how-councils-can-support-events-to-increase-their-economic-impacts>



**Camden Council**

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Cat Management Plan Submissions – Officers Response to matters raised

Submission	Matters raised in submission	Officer Response	Proposed Action
1	<ol style="list-style-type: none"> Concerns raised about neighbours' cats causing harm to native birds and leaving unsightly markings. Suggestion for cat owners to keep their pets indoors or in a cattery to prevent harm to wildlife. Emphasis on responsible pet ownership and questioning the double standard between roaming cats and dogs. 	<ul style="list-style-type: none"> Concerns about Wildlife Impact: The Cat Management Plan (the Plan) acknowledges the impact of roaming cats on native wildlife. The Plan addresses this through strategies such as promoting the awareness of the impact of roaming cats on wildlife and exploring the establishment of Wildlife Protection Areas in Council bushland reserves. Suggestions for Cat Owners: Encouraging cat owners to keep their cats inside or in an outdoor enclosure is part of the Plan. Emphasis on Responsible Pet Ownership: The Plan emphasises responsible pet ownership, including measures like desexing, microchipping, and recommendation for cat containment. Dogs and cats, as governed by the Companion Animals Act 1998, are subject to disparate regulations. Therefore, a modification in state legislation would be required to align and standardise the regulatory framework for dogs and cats. 	<p>No amendment to the Plan is proposed.</p> <p>Points 1 and 2 are covered under Section CCP01.3 of the Plan, Strategies and Actions</p> <p>Point 3 is covered under Section 'Responsibilities of Cat Owners' and CCP01.1 and CCP01.2 of the Plan, Strategies and Actions</p>
2	<ol style="list-style-type: none"> Expressed support for the draft Plan. Proposal to make it mandatory for domestic/owned cats to stay within property boundaries. Mention of this practice already being implemented in some council areas and the ACT and belief that the measure benefits both cats and wildlife conservation. 	<ul style="list-style-type: none"> Cat containment: The Plan recommends and encourages owners to keep their cats contained to their property. Containment within a property will be challenging regarding enforcement and expense on owners especially in lower socioeconomic areas. The Plan allows for extensive community education about the benefits of self-containment. 	<p>No amendment to the Plan is proposed.</p> <p>These points are covered under Section 'Responsibilities of Cat Owners' and CCP01.3 of the Plan, Strategies and Actions</p>

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3	<ol style="list-style-type: none"> 1. Advocacy for regulations on cat owners akin to those for dog owners. 2. Concern about roaming cats near the Botanic Gardens and their potential threat to wildlife. 3. Highlighting the problem of multiple roaming cats in neighbouring properties. 4. Mention of disturbances such as cat fights and littering in gardens caused by these roaming cats. 	<ul style="list-style-type: none"> • Advocacy for Regulations similar to dog owners: The Plan emphasises responsible pet ownership, including measures like desexing and microchipping. These actions contribute to a regulatory framework similar to that of dog owners, ensuring consistency in pet ownership. While dogs are required to be contained on private property, the Plan recommends and encourages owners to keep their cats contained within their property boundary. Dogs and cats, as governed by the Companion Animals Act 1998, are subject to disparate regulations. Therefore, a modification in state legislation would be required to align and standardise the regulatory framework for dogs and cats. • Concerns about roaming cats/Botanic Gardens: The impact of roaming cats on wildlife is acknowledged in the Plan. The Plan emphasises protecting wildlife and reducing the impact of cats, and measures are in place to encourage cat owners to keep their cats indoors or in a secure outdoor cattery. <i>Botanic Gardens is privately owned so therefore cannot be established as a Wildlife Protection Area.</i> • Multiple roaming cats: Through pet ownership measures, community involvement, and Companion Animal Compliance, the Plan aims to address and mitigate these issues. 	<p>No amendment to the Plan is proposed.</p> <p>Points 1 and 2 are covered under Section 'Responsibilities of Cat Owners' and CCP01.1, CCP01.2 and CCP01.3 of the Plan, Strategies and Actions</p> <p>Points 3 and 4 are covered under Section CCP01.1 and CCP01.2 of the Plan, Strategies and Actions.</p>
4	<ol style="list-style-type: none"> 1. Support for the draft Plan without providing specific details or reasons. 	<ul style="list-style-type: none"> • Noted 	No amendment to the Plan is proposed.
5	<ol style="list-style-type: none"> 1. Urges for mandatory enclosure of cats or keeping them indoors before dusk. 	<ul style="list-style-type: none"> • Cat containment: The Plan recommends and encourages owners to keep their cats contained within their property boundary. Containment within a property 	No amendment to the Plan is proposed.

Cat Management Plan Submissions – Officers Response to matters raised

	<ol style="list-style-type: none"> Concerns about roaming cats repeatedly threatening birds and nests on the submitter's property. Describes past efforts to secure the home against roaming cats, including capturing and taking one to the vet. Frustration expressed around a captured cat that returned and continued causing problems. 	<p>will be challenging regarding enforcement and expense on owners especially in lower socioeconomic areas. The Plan allows for extensive community education about the benefits of self-containment.</p> <ul style="list-style-type: none"> Concerns about Wildlife Impact: The Plan acknowledges the impact of roaming cats on native wildlife. The Plan addresses this through strategies such as promoting the awareness of the impact of roaming cats on wildlife and exploring the establishment of Wildlife Protection Areas in Council bushland reserves. Multiple roaming cats: Through pet ownership measures, community involvement, and Companion Animal Compliance, the Plan aims to address and mitigate these issues. 	<p>Points 1 and 2 are covered under Section 'Responsibilities of Cat Owners' and CCP01.3 of the Plan Strategies and Actions</p> <p>Points 3 and 4 are covered under Section CCPO1.1 and CCP01.2</p>
6	<ol style="list-style-type: none"> Assurance no animal cruelty or mass euthanasia will take place. Emphasis on environmental destruction due to overdevelopment being overlooked but let's focus on cats. Support action CCPO1.2 to enhance microchipping, registration, and cat desexing. Advocacy for mandatory desexing and microchipping for both cat and dog ownership. Supports action CCPO1.3 Wildlife protection areas but cats do escape. What happens 	<ul style="list-style-type: none"> Animal cruelty: We are committed to preventing animal cruelty. This is outlined in Council's vision in the Plan and supported in Council's Companion Animal Policy. Mandatory desexing: It is not mandatory under the Companion Animals Act for owners to desex their pets but there are annual fees to owners whose cats are not desexed by four months of age. Wildlife Protection Areas: Proposed amendment to the Plan to provide more detail on the process for impounded cats. Cat enclosure incentives: Council will explore options for incentives to encourage individuals and organisations to consider cat enclosures. Feeding semi owned cats: The aim is to offer guidance on locations where cat colonies may not be appropriate, especially in proximity to waterways inhabited by wildlife and what residents can do if they notice a colony of cats in their area. 	<p>Point 1 the wording of Section 'Vision' of the Plan has been amended to read:</p> <p>Vision: To create a balanced relationship between humans and cats in our community, where all cats, whether owned, semi-owned, unowned, or feral, are treated with compassion, cared for responsibly, and contribute positively to the well-being of both residents and the local environment.</p> <p>Our vision emphasises the importance of responsible ownership, the protection of</p>

Cat Management Plan Submissions – Officers Response to matters raised

	<p>to cats that are chipped and desexed that enter those areas?</p> <p>6. Cat proof areas are expensive. What incentives will you give to support the use of enclosures?</p> <p>7. Lack of clarity on certain proposals like Action CCP02.1 and CCP04.1.</p> <p>8. Seeking information on budget allocation for reducing semi-owned and unowned cats.</p> <p>9. Query about the kill policy in shelters mentioned in Action CCP03.1, 2, and 3.</p>	<ul style="list-style-type: none"> • Budget Allocations: Council allocates a budget towards supporting our companion animal program which includes resourcing costs, desexing vouchers, education programs and operational funds for costs associated with our animal care facility. • No kill or kill facility: Council's animal shelter is a 'No Kill Facility' as defined in Council's Companion Animal Policy: An animal shelter that will rehome all animals assessed by a veterinarian as medically and behaviourally suitable. Animals will not be euthanised due to space restrictions at the facility. Euthanasia is reserved for animals considered dangerous to the public or those suffering from medical conditions which cannot be reasonably managed and result in a poor quality of life. No Kill supports the philosophy of 'Getting to Zero' whereby only a small percentage of animals that are not suitable for rehoming due to illness, behavioural problems or a poor prognosis of medical or behavioural rehabilitation. 	<p>wildlife, and the creation of a community where the welfare of all cats is prioritised.</p> <p>Point 2 noted but not part of the Plan.</p> <p>Point 3 noted.</p> <p>Point 4 noted but legislation does not require this.</p> <p>Point 5 the wording of Section 'Council Responsibilities' of the Plan has been amended to include:</p> <p>Mandatory holding period for accepted cats. 7 days for non - microchipped and 14 days for a microchipped cat. This period allows owners the opportunity to reclaim their lost pets while providing health assessments, vaccinations, and behavioural evaluations. All cats entering Council's shelter, including cats trapped in a Wildlife Protection area or colony cats that have been brought in are subject to these holding periods.</p> <p>All cats, including those trapped in a Wildlife Protection Area, after</p>
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Cat Management Plan Submissions – Officers Response to matters raised

			<p>their holding periods will be made available for adoption or rescue if they are suitable for rehoming.</p> <p>During the holding period, the health and the welfare of all cats is a priority. Regular veterinary assessments, vaccinations, and necessary medical treatments will be administered. Adequate nutrition, shelter, and environmental enrichment will be provided to ensure the well-being of the cats in Council's care.</p> <p>Points 6, 7 8 & 9 noted (refer Officers Response comments)</p>
7	<ol style="list-style-type: none"> 1. Advocacy for cat containment, emphasising keeping cats indoors, in a cat run, or on a lead. 2. Concern about harm caused by roaming cats to wildlife, including finding dead animals. 3. Highlighting the lack of responsibility in collecting cat faeces compared to responsible dog owners. 4. Mention of inconvenience caused by free-roaming cats 	<ul style="list-style-type: none"> • Cat containment: This Plan recommends and encourages owners to keep their cats contained within their property boundary. Containment within a property will be challenging regarding enforcement and expense on owners especially in lower socioeconomic areas. The Plan allows for extensive community education about the benefits of self-containment. • Concerns about Wildlife Impact: The Plan acknowledges the impact of roaming cats on native wildlife. The Plan addresses this through strategies such as promoting the awareness of the impact of roaming cats on wildlife and exploring the establishment of Wildlife Protection Areas in Council bushland reserves. 	<p>No amendment to the Plan is proposed.</p> <p>Points 1 and 2 are covered under Section 'Responsibilities of Cat Owners' CCP01.3 of the Plan Strategies and Actions</p> <p>Points 3 and 4 are covered under Section CCP01.1 and CCP01.2 of the Plan Strategies and Actions</p>

Cat Management Plan Submissions – Officers Response to matters raised

	digging up the front lawn, posing a safety concern for a young child.	<ul style="list-style-type: none"> • Roaming cats and cat faeces: Dogs and cats, as governed by the Companion Animals Act 1998, are subject to disparate regulations. Therefore, a modification in state legislation would be required to align and standardise the regulatory framework for dogs and cats. 	
8	<ol style="list-style-type: none"> 1. Concern about the negative impact of roaming cats on wildlife. 2. Urges for measures to ensure cat owners take responsibility for containing their cats. 3. Emphasis on preventing environmental harm caused by roaming cats. 	<ul style="list-style-type: none"> • Concerns about Wildlife Impact: The Plan acknowledges the impact of roaming cats on native wildlife. The Plan addresses this through strategies such as promoting the awareness of the impact of roaming cats on wildlife and exploring the establishment of Wildlife Protection Areas in Council bushland reserves. • Cat containment: This Plan recommends and encourages owners to keep their cats contained within their property boundary. Containment within a property will be challenging regarding enforcement and expense on owners especially in lower socioeconomic areas. This Plan allows for extensive community education about the benefits of self-containment 	<p>No amendment to the Plan is proposed.</p> <p>Point 1, 2 and 3 are covered under Section 'Responsibilities of Cat Owners' and CCP01.3 of the Plan Strategies and Actions</p>
9	<ol style="list-style-type: none"> 1. Expresses concern for the welfare of cat populations, emphasising love for cats due to the proposed cat containment measures. 	<ul style="list-style-type: none"> • Concern about proposed cat containment: This Plan recommends and encourages owners to keep their cats contained within their property boundary. Containment within a property will be challenging regarding enforcement and expense to owners especially in lower socioeconomic areas. This Plan allows for extensive community education about the benefits of self-containment. Unless legislation requires all cats to be contained, Council will not be enforcing other than in Wildlife Protection Areas. 	<p>No amendment to the Plan is proposed.</p> <p>Point 1 is covered under Section CCP01.3 of the Plan Strategies and Actions</p>
10	<ol style="list-style-type: none"> 1. Advocacy for compulsory cat containment to protect native wildlife. 	<ul style="list-style-type: none"> • Cat containment: This Plan recommends and encourages owners to keep their cats contained within their property boundary. Containment within a 	<p>Points 1 and 2 are covered under Section CCP01.3 of the Plan Strategies and Actions</p>

Cat Management Plan Submissions – Officers Response to matters raised

	<ol style="list-style-type: none"> The submitter, a responsible cat owner, keeps their cat mostly indoors. Suggestion to create a reporting platform for community members to report roaming or unowned cats. Emphasis on the need for increased funding to help Council manage cats humanely and protect native wildlife effectively. 	<p>property will be challenging regarding enforcement and expense to owners especially in lower socioeconomic areas. The Plan allows for extensive community education about the benefits of self-containment. Unless legislation requires all cats to be contained, Council will not be enforcing unless cats are in Wildlife Protection Areas.</p> <ul style="list-style-type: none"> Reporting of unowned cats: Residents can report concerns with cat colonies by contacting Council's Ranger Services team. Budget: Council allocates budget towards supporting our companion animal program which includes resourcing costs, desexing vouchers, education programs and operational funds for costs associated with our animal care facility. The allocation of funding is reviewed annually and will be subject to a major review prior to the completion of the new Camden Animal Shelter. 	<p>Point 3 the wording of Section 'Council Responsibilities' of the Plan has been amended to read:</p> <p>Residents are encouraged to notify the Council of any issues related to cats within the Camden Local Government Area (LGA). Additionally, the Council provides resources on its website, such as templates for letterbox drop flyers and paper collars for stray cats that may be lost, and you are concerned about.</p> <p>Report by calling 13 CAMDEN or visit www.camden.nsw.gov.au</p> <p>Point 4 noted (see officer response)</p>
11	<ol style="list-style-type: none"> The submitter, with 11 years of animal rescue experience, commends the comprehensive Cat Management Plan (does not reside in the Camden LGA) Appreciation for cat type definitions but expresses concerns about lack of help for cats in Camden LGA area. Suggestion to make ethical decisions for abandoned 	<ul style="list-style-type: none"> Assistance to Cats. Council allocates funds to the cat desexing subsidy program annually. This program provides financial assistance to owners and caretakers of cat colonies by subsidising desexing procedures. Local veterinarians participate by offering discounted rates for these services. Council also offers free microchipping and provides cat tags equipped with bells at no cost. Accepting abandoned kittens. Council, subject to capacity restraints accepts kittens/cats that have been lawfully seized under the Companion Animals Act 1998. 	<p>Point 1 noted</p> <p>Point 2 is covered under Section CCP01.2 of the Plan Strategies and Action</p> <p>Point 3 is covered under Section Council Responsibilities</p>

Cat Management Plan Submissions – Officers Response to matters raised

	<p>kittens, emphasising a need for clarity on holding positions at council facilities.</p> <p>4. Urges an increase in capacity to support the growing cat population and better practices.</p> <p>5. Concerns raised about the intake process, suggesting a more accessible approach for the public.</p>	<ul style="list-style-type: none"> • Increase cat holding numbers. While the new facility will accommodate a larger number of cats, the focus is ensuring that we meet the comprehensive needs of all animals under our care. The Council's new facility will be designed to ensure we can effectively address the requirements of the cats in our care, ensuring optimal Capacity for Care and wellbeing. • Cats impounded: Council will continue working with our facility to ensure that meeting the legislative requirements for impoundment are duly addressed. 	<p>Point 4. the wording of the Section, 'Camden's Animal Shelter' of the Plan has been amended to include-</p> <p>Capacity for Care means, meeting the needs of each animal at a shelter, whether feral or friendly, stray or owner surrendered, young or old. Achieving Capacity for Care involves creating humane space as well as developing and implementing programs that allow the shelter to function at a level where every animal has the Five Freedoms of Animal Welfare workers are provided an environment where they can succeed.</p> <p>The Five Freedoms of Animal Welfare are:</p> <ul style="list-style-type: none"> ✓ Freedom from hunger and thirst ✓ Freedom from discomfort ✓ Freedom from pain, injury, or disease ✓ Freedom from fear and distress ✓ Freedom to express normal behaviour <p>Council's new Animal Shelter will be designed to accommodate a larger</p>
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Cat Management Plan Submissions – Officers Response to matters raised

			<p>number of cats, demonstrating our dedication to meeting the needs of both the cat population and the community. It includes considerations for best practice housing, environmental enrichment, and veterinary care. "Capacity for Care" embodies our dedication to the welfare of every cat that comes into our care. It emphasises our commitment to not only increasing our physical capacity but also enhancing the quality of care, ensuring that every cat receives the attention and support they deserve.</p> <p>Point 5 is covered under Section 'Council's Responsibilities' of the Plan.</p>
12	<ol style="list-style-type: none"> 1. Supports involvement of Real Estate Agents and Developers in educating the public about cat responsibilities. 2. Noting the absence of Council's Animal Shelter responsibilities, emphasising its importance under The Companion Animal Act. 	<ul style="list-style-type: none"> • Animal Shelter, Roles and Responsibilities: Agreed and amendments have been made to the Plan. • Increase cat holding numbers. While the new facility will accommodate a larger number of cats, the focus is ensuring that we meet the comprehensive needs of all animals under our care. The Council's new facility is designed to guarantee that we can effectively address the requirements of the cats in our care ensuring optimal capacity for their well-being. "Capacity for care." 	<p>Point 1 noted</p> <p>Point 2, the wording of Section, Key Stakeholders of the Plan has been amended to include:</p> <p>Animal Care Facility Contractor</p> <ol style="list-style-type: none"> 1. Facility Management

Cat Management Plan Submissions – Officers Response to matters raised

	<ol style="list-style-type: none"> 3. Expressing concerns about the new pound's capacity to handle the increasing cat population. 4. Questioning the accuracy of cat statistics and suggesting a more comprehensive approach to tracking accepted, unowned, and euthanised cats. 5. Proposing a category title (e.g., Camden Community Cats Group) for microchipped semi-owned/unowned cats to avoid individual liability issues for voluntary caretakers. 6. The submitter requests their ideas to be presented to the Council without being summarised (Note full submission is attached as a supporting document). 	<ul style="list-style-type: none"> • Statistics: Council has accepted cats when necessary, measures align with the provisions outlined in the Companion Animals Act 1998. Council uses the Office of Local Government reporting system on the Companion Animal Register and are provided intake, release and euthanise statistics from Council's contractor. The statistics in the Plan are designed to give a summary/overview. More detailed and ongoing statistics are reported through Council's Companion Animal Advisory Committee. Council intends to publish live and accessible 'open data' once our new Animal Shelter is operational. • Cats Identified: Cats must be microchipped in accordance with the Companion Animals Act 1998 to be eligible for the subsidised desexing program. Under Section 8 of the Companion Animal Regulations 2018, identification information must contain the full name and telephone number of the owner of the animal. Under the Companion Animals Act 1998 the meaning of "owner" is: <ol style="list-style-type: none"> a. The owner of the animal (ie being the owner of the animal as 'personal property') b. The person by whom the animal is ordinarily kept c. The registered owner of the animal. <p>Council can include in the register specific notations, such as identifying a cat as part of a colony, to ensure staff are informed if that comes to the attention of Council.</p>	<ol style="list-style-type: none"> 2. Animal Care and Welfare 3. Staff training and supervision 4. Adoption Programs 5. Collaboration with the Veterinarians and rescue organisations 6. Continuous improvements <p>Point 3 the wording of Section, Camden's Animal Shelter of the Plan has been amended to include:</p> <p>Capacity for Care means, meeting the needs of each animal at a shelter, whether feral or friendly, stray or owner surrendered, young or old. Achieving Capacity for Care involves creating humane space as well as developing and implementing programs that allow the shelter to function at a level where every animal has the Five Freedoms of Animal Welfare workers are provided an environment where they can succeed.</p> <p>The Five Freedoms of Animal Welfare are:</p> <ul style="list-style-type: none"> ✓ Freedom from hunger and thirst
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Cat Management Plan Submissions – Officers Response to matters raised

			<div><div><div>✓ Freedom from discomfort</div><div>✓ Freedom from pain, injury, or disease</div><div>✓ Freedom from fear and distress</div><div>✓ Freedom to express normal behaviour</div></div><div>Council’s new Animal Shelter will be designed to accommodate a larger number of cats, demonstrating our dedication to meeting the needs of both the cat population and the community. It includes considerations for best practice housing, environmental enrichment, and veterinary care. “Capacity for Care” embodies our dedication to the welfare of every cat in our care. It emphasises our commitment to not only increasing our physical capacity but also enhancing the quality of care, ensuring that every cat receives the attention and support they deserve.</div><div>Point 4 , noted, refer to Officer Response</div><div>Point 5, no amendments to the Plan as legislation does not permit</div></div>
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Cat Management Plan Submissions – Officers Response to matters raised

			Point 6, the full submissions are included as an attachment to the Council Report, as per standard practice.
13	<ol style="list-style-type: none"> 1. The Submitter, with 20+ years in animal welfare, supports the draft Plan but notes it is too high-level. 2. Praises use of RSPCA definitions for cat categorisation. 3. Applauds Council's endorsement of a new animal shelter with community outreach and a no-kill focus 4. Raises capacity concerns post-Covid, questioning what will happen when the capacity is exceeded. 5. Calls for detailed numbers, transparency in rehoming, and euthanasia breakdown. 6. Urges practical assistance from Council for caring for companion animals and addressing abandonment. 7. Recommends inclusion of stakeholders experienced in community cat programs in Council Animal Advisory Committee. 	<ul style="list-style-type: none"> • Cat numbers: As outlined in the cat Plan, Council will continue to address the numbers in the shelter through several proactive measures: <ul style="list-style-type: none"> ➤ Continue returning animals to their home instead of impounding ➤ Adoption Programs ➤ Foster Programs ➤ Promotion of the shelter through social media and events ➤ Collaborate with rescues ➤ Community engagement and Education ➤ Rehoming strategies • Assist residents with caring for companion animals. Supporting residents in the care of their companion animals, Council helps through various programs, including free microchipping, subsidised desexing initiatives, and events like Paws in the Park. Additionally, Council provides information and assistance to residents seeking to surrender their animals. The ongoing effort is to facilitate adoptions, helping owners who need to surrender their animals while minimising the risk of abandonment. <p>The statistics in the Plan are designed to give a summary/overview. More detailed and ongoing</p>	<p>Point 1, 2 and 3 noted.</p> <p>Point 4 is covered under Section CCP01.1, CCP01.2, CCP03.2 of the Plan Strategies and Actions</p> <p>Point 5, noted, refer to Officer Response</p> <p>Point 6 is covered under Section CCP01.1 and CCP01.2 of the Plan Strategies and Actions.</p> <p>Point 7 is covered under 'Key Stakeholders' of the Plan.</p> <p>Point 8 the wording of Section, 'Vision' of the Plan has been amended to include-</p> <p>Vision: To create a balanced relationship between humans and cats in our community, where all cats, whether owned, semi-owned, unowned, or feral, are treated with</p>

Cat Management Plan Submissions – Officers Response to matters raised

	<p>8. Highlights concerns about ensuring humane treatment of semi-owned and unowned cats, advocating for recognition of community cat programs.</p> <p>9. Advocates for targeted free desexing in low socio-economic areas, emphasising its effectiveness based on Australian research.</p> <p>10. Recommends the inclusion of information about Return to Field (RTF) approaches in the section on semi-owned and unowned cats.</p>	<p>statistics are reported through Council's Companion Animal Advisory Committee. Council intends to publish live and accessible 'open data' once our new Animal Shelter is operational.</p> <ul style="list-style-type: none"> • Councils Responsibilities: Council's play a crucial role in supporting responsible pet ownership, including the importance of microchipping, registration, and desexing. We will continue to find new ways to assist residents with pet ownership. • Key Stakeholders: Council's primary objective is to collaborate with key stakeholders who possess both professional expertise and a deep commitment to the welfare of all cats in the community, regardless of their ownership status, be it owned, semi-owned, unowned, or feral. The Companion Animal Advisory Committee already encompasses stakeholders from the veterinary profession and residents with a specific focus on all cats within the Camden Local Government Area, including colony cats. • Targeted free desexing. Council acknowledges the importance of responsible cat management practices, including desexing, and we are continually exploring ways to improve our programs. Council is committed to addressing the needs of residents who require assistance to desex their cat/s and understand that providing access to free desexing can be an effective strategy. 	<p>compassion, cared for responsibly, and contribute positively to the well-being of both residents and the local environment.</p> <p>Our vision emphasises the importance of responsible ownership, the protection of wildlife, and the creation of a community where the welfare of all cats is prioritised.</p> <p>Point 9 is covered under Section CCP01.2 of the Plan Strategies and Actions</p> <p>Point 10 is covered under Section 'Semi-owned & unowned cats' of the Plan.</p>
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Cat Management Plan Submissions – Officers Response to matters raised

		<p>We also focus on cat colonies and individuals who take in stray cats. This initiative aims to help with the unowned cats.</p> <ul style="list-style-type: none">• Return to Field (RTF). RTF programs, similar to TNR initiatives, involves the desexing and returning of cats to the community. However, RTF programs are shelter-based rather than community based. As detailed in the Plan, TNR which shares the same concept of RTF, and according to the NSW Prevention of Cruelty to Animals Act (POCTA), such practices could be categorised as abandonment on the part of Council. All cats reintroduced to the community must undergo microchipping and desexing, accompanied by ongoing care. Council adheres to a No Kill Policy.	
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CAT MANAGEMENT PLAN

CAMDEN COUNCIL | 2024



Council acknowledge that the Camden LGA is situated on the sacred Traditional Lands and Waterways of the Dharawal peoples.

We also recognise surrounding Dharug and Gundungurra peoples that may have connections to these lands.

We pay our respects to Elders from the past, present, and emerging, and to all Aboriginal and Torres Strait Islander peoples on these lands.

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WHY DO WE NEED A PLAN?

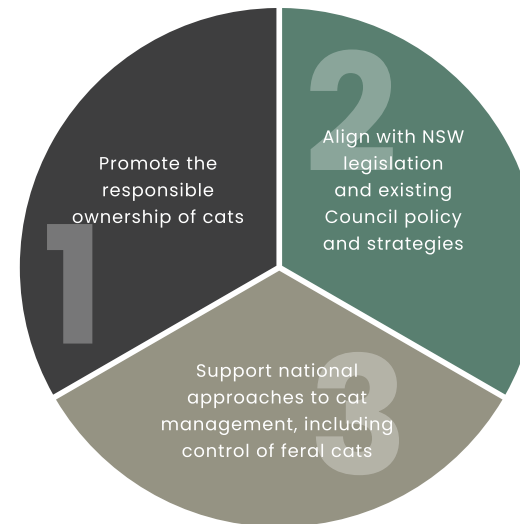
Cats bring positive health and wellbeing benefits to their owners and play an important but complex role in our community.

Unowned, semi-owned and feral cats can breed rapidly and can reproduce quickly if left unmanaged. Cats have an instinct to hunt other animals and feral cats need to hunt for survival.

NSW legislation guides the management of animals and aims to protect the natural environment, this includes the Companion Animal Act 1998 and the Prevention of Cruelty to Animals Act 1979.

This Cat Plan promotes responsible cat ownership, ensures that the well-being benefits of cats is supported and reduces the impact of cats on the local environment and the community.

The actions in this plan set a clear direction and are designed to:



PURPOSE

The purpose of this Cat Plan is to guide the responsible management of cats in the Camden local government area (LGA).

The Plan recognises the different roles and impacts cats have in the community, ranging from the benefits they provide as much-loved companions to an introduced animal that can pose a risk to wildlife.

All cats are the same species (*Felis catus*) and for the purpose of this Plan are defined as per the definitions from the Royal Society for the Prevention of Cruelty to Animals (RSPCA).

The RSPCA defines cats as either feral or domestic and further separates domestic cats into three sub-categories (owned, semi-owned and unowned) based on a cat’s relationship with humans¹.

¹ *Summary of Findings and Recommendations – Identifying Best Practice Domestic Cat Management in Australia (May 2018)*



Domestic Cats - all cats with some dependence (direct or indirect) on humans. There are three sub-categories of domestic cats:

Owned - These cats are identified with and cared for by a specific person and are directly dependent on humans. They are usually sociable, although sociability can vary;

Semi-owned - These cats are fed or provided with other care by people who do not consider they own them. They are of varying sociability, with many socialised to humans, and may be associated with one or more households (or business premises); and

Unowned - These cats are indirectly dependent on humans with some having casual and temporary interactions with humans. They are of varying sociability, including some who are unsocialised to humans, and some may live in groups.



Feral Cats - these cats are unowned, unsocialised, have no relationship with or dependence on or contact with humans, and reproduce in the wild.

VISION

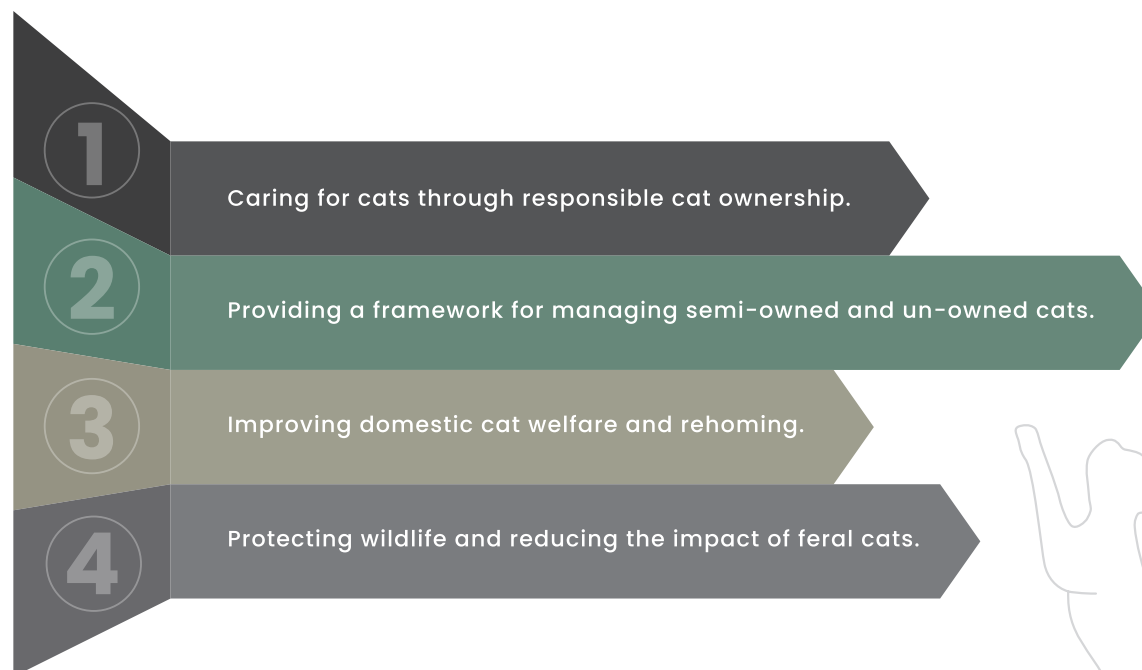
This Cat Plan is developed under a framework based on this vision. Our vision emphasises the importance of responsible ownership, the protection of wildlife, and the creation of a community where the welfare of all cats is prioritised.

To create a balanced relationship between humans and cats in our community, where all cats, whether owned, semi-owned, unowned, or feral, are treated with compassion, cared for responsibly, and contribute positively to the wellbeing of both residents and the local environment.



OBJECTIVES

The plan has four overarching objectives. Actions have been developed to achieve these objectives.



CATS IN CAMDEN & AUSTRALIA

Camden has a population of approximately 120,000 people and 40,000 dwellings.

There are over 13,000 cats within the Camden LGA identified on the NSW Pet Register. Around 5,500 of these cats have been registered.

There are no accurate records to show the number of households in Camden LGA that have cats as pets but according to the Animal Medicines Australia (2022) *Pets in Australia: A national survey of pets and people*² report 'a third of Australian households have a cat (33%), with the estimated number of pet cats at 5.3 million.

There are also no current accurate records that show the number of semi-owned, unowned or feral cats in the Camden LGA.

The Invasive Species Council³ estimates that throughout Australia, depending on rainfall conditions there are between 1.4 and 5.6 million feral cats in the bush and 0.7 million feral cats in urban areas.

Camden's Biodiversity Strategy 2023 recognises the impact of pest animals upon biodiversity. Camden is home to 35 recorded species of pest animal. Council has identified a number of species that have a significant impact on biodiversity in the Camden LGA, including the Red Fox, European Rabbit, Deer and the Indian Myna Bird.

Invasive animals have significant environmental impacts, including destruction of habitat, land and water degradation, competition with native animals for food and shelter, and disease transmission.

The Biodiversity Strategy 2023 states that it is not only invasive species that impact upon biodiversity. In an urbanised environment such as Camden, predation by domestic animals (including cats) is a considerable threat to native wildlife.

"There are over 13,000 microchipped cats entered into the NSW Pet Register in the Camden LGA."

² *Pets in Australia: A National Survey of Pets and People* by Animal Medicines Australia

³ *Cats in Australia* by Invasive Species Council

CAMDEN'S ANIMAL SHELTER

Since 2017, Council has utilised the services of Rossmore Veterinary Hospital as an animal shelter. Whilst this is a well-established shelter, there are risks, due to the growth of Camden's population, associated with this arrangement as a long-term permanent solution.

To mitigate this risk and to allow for the future growth of the LGA and expected growth in companion animals, Council, in July 2021, endorsed a site for a new animal shelter at Topham Road, Smeaton Grange.

The project to design and build the new Camden Animal Shelter (the CAS) commenced in 2022 and has been supported by funding provided as part of the NSW Government's WestInvest Program.

This project will see the design and construction of a purpose-built animal shelter. The shelter will be an Australian leader

in Sustainable Animal Shelter design and a vital community resource centre offering community outreach programs for all ages that support Companion Animal Education. The shelter will create opportunities for employment, partnerships with local tertiary providers and volunteer involvement.

The building will be an example of best practice sustainable community architecture. The design will embrace shelter medicine principles and smart technology, setting a new standard for shelter design within Australia.

The vision for Camden Council's Animal Shelter (the CAS) is that it will:

- House, care for and support animals in a safe, caring and no-kill environment until they find permanent homes;

- Support Council's Companion Animal Program – ensuring that, wherever possible, lost animals are returned home to their owners and that the welfare of animals in Camden is a community priority;
- Be a sustainable and smart design that acts as an education hub for our local Community; and
- Be an inviting and safe location for animal welfare management.

The CAS will be designed to ensure that housing for the temporary accommodation of cats, prior to rehoming and adoption, meets best practice shelter requirements and will allow for the current and predicted future intake of cats in the Camden LGA.

Capacity for Care

Capacity for Care means, meeting the needs of each animal at a shelter, whether feral or friendly, stray or owner surrendered, young or old. Achieving Capacity for Care involves creating humane space as well as developing and implementing programs that allow the shelter to function at a level where every animal has the Five Freedoms of Animal Welfare workers are provided an environment where they can succeed.

The Five Freedoms of Animal Welfare are:

- Freedom from hunger and thirst;
- Freedom from discomfort;
- Freedom from pain, injury, or disease;
- Freedom from fear and distress; and
- Freedom to express normal behaviour.

Council's new Animal Shelter will be designed to accommodate a larger number of cats, demonstrating our dedication to meeting the needs of both the cat population and the community.

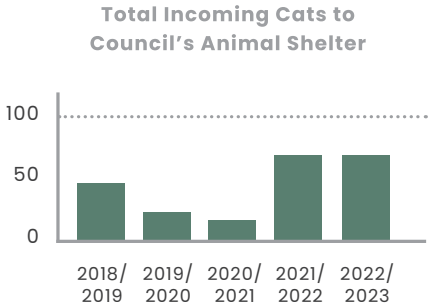
It includes considerations for best practice housing, environmental enrichment, and veterinary care. "Capacity for Care" embodies our dedication to the welfare of every cat that comes into our care. It emphasises our commitment to not only increasing our physical capacity but also enhancing the quality of care, ensuring that every cat receives the attention and support they deserve.





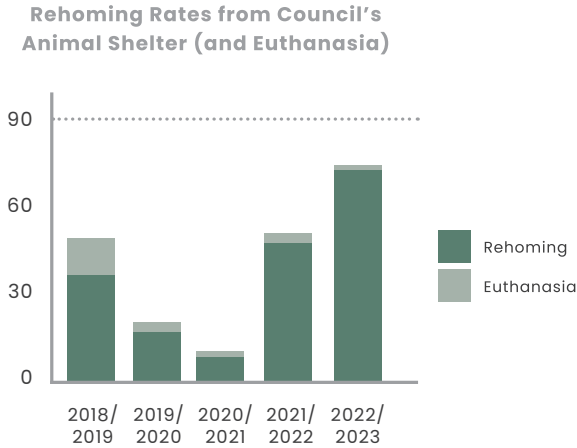
The below chart shows the total number of cats coming into Council’s Animal Shelter.

This includes cats that were seized by Council and unable to be returned to their owner, surrendered cats and un-owned cats brought in by members of the public.



The below chart shows rehoming and euthanasia rates at Council’s Animal Shelter. Rehoming rates includes cats that were released to rescue organisations for rehoming.

It should be noted that adjustments are made where a cat has remained in the shelter from one reporting period to the next.





COUNCIL RESPONSIBILITIES

In 2016, Council resolved to operate as a 'no kill' animal shelter whereby all attempts are made to re-home or rescue animals considered suitable for rehoming. This is supported by Council's Companion Animal Policy and Program.

Council's Companion Animal Program is overseen by the Companion Animal Advisory Committee and managed by Council's Ranger Services Team.

Council has responsibilities and requirements under the Companion Animals Act in relation to the management of cats. This includes:

- Having an animal shelter (pound) so Council can 'properly discharge' the functions which the Companion Animals Act confers on it;
- In specific circumstances lawfully seizing a cat (for example if it is in a wildlife protection area or if reasonable and necessary to protect a person or animal from injury or death) which then must be delivered to its owner, the pound or other approved premises (for example, an animal welfare organisation);
- Ensuring that the provisions of the Companion Animals Act relating to surrendered cats are met, including responsibilities for rehoming as required by the Act;
- Accepting a cat that was lawfully seized by a member of the public and accepting cats from approved premises if the cat hasn't been claimed after 72 hours;

- Mandatory holding period for accepted cats (7 days for microchipped and 14 days for a non-microchipped cats). This period allows owners the opportunity to reclaim their lost pets while providing health assessments, vaccinations, and behavioural evaluations. All cats entering Council's shelter, including cats trapped in a Wildlife Protection Area or colony cats that have been brought in are subject to these holding periods. All cats, including those trapped in a Wildlife Protection Area, after their holding periods will be made available for adoption or rescue if they are suitable for rehoming.
- During the holding period, the health and the welfare of all cats is a priority. Regular veterinary assessments, vaccinations, and necessary medical treatments will be administered. Adequate nutrition, shelter, and environmental enrichment will be provided to ensure the well-being of the cats in Council's care.
- Subject to capacity restraints, not refusing to accept surrendered cats at the animal shelter which have not been seized under the Act. This may include cats that have been given up to the pound by their owners or lost or injured cats that have been 'rescued' by the public; and
- Promoting awareness within Council's area of responsibility about the requirements of the Companion Animals Act and the ownership of companion animals.
- Residents are encouraged to notify the Council of any issues related to cats within the Camden Local Government Area (LGA). Additionally, the Council provides resources on its website, such as templates for letterbox drop flyers and paper collars for stray cats that may be lost, and you are concerned about. Report by calling 13 CAMDEN (13 226 336) or visit www.camden.nsw.gov.au.

RESPONSIBILITIES OF CAT OWNERS



MICROCHIPPING



REGISTRATION



DESEXING



CONTAINMENT

Microchipping

The Companion Animals Act requires cats to be microchipped (also known as 'permanently identified') by 12 weeks of age or before being sold or given away, whichever happens first.

Microchips are the size of a grain of rice and are implanted under a cat's skin. Each microchip has a unique number that can be read with a scanner, like a barcode at the supermarket.

Cats can be microchipped by a vet or through Council's free microchipping program. This

program is open to all residents who are not breeders or a part of a rescue organisation.

Cats microchip details are uploaded onto the NSW Companion Animal Register by a local vet or Council, and the cat's owner is provided with a Certificate of Identification.

Microchipping is the most effective way to help ensure cats can be returned home by Council Rangers, if they become lost.

Updating Microchip Details

It is essential that microchip details are kept up-to-date, as this will increase the chances of a cat being returned home if they go missing.

The Companion Animal Act requires the owner of a cat to update the microchip details within 14 days of any changes being made. This could include change of contact information, address or ownership.

Ensuring a cat's microchip details are kept up to date is

just one part of keeping cats safe. Cats should also wear a collar with an identification tag and be kept indoors or in an enclosure where possible.

Owners can update the details on their cat’s microchip by creating an account on the NSW Pet Registry or by contacting Council.

Registration and Desexing

All cats, other than exempt cats, must be registered by six months of age. **The registration fee is a one-off payment, which covers the cat for its lifetime in NSW, regardless of any change of ownership.** If a cat is not desexed by four months of age an annual permit is required until the cat is desexed.

Council encourages cat desexing. Having a cat desexed reduces straying, fighting, aggression and antisocial behaviours such as spraying to

mark territory as well as reducing the number of unwanted cats born each year.

If a cat is not registered the owner may be issued with a fine.

Further information about microchipping and how to register cats is available by visiting Camden Council’s website and the Office of Local Government NSW website.

Subsidised Cat Desexing Program

Eligible cat owners in the Camden LGA are offered subsidised desexing through Council’s desexing program. All cats must be microchipped to be eligible for the desexing program.

To access the subsidised program the applicant must:

- Be a resident of the Camden LGA;

- Have a pension, concession or health care card issued by Centrelink; or
- Be taking responsibility for and providing ongoing care for a semi-owned or unowned cat that will be microchipped in their name.

Cat Containment

Under the Companion Animals Act, cats are allowed to roam, except in prohibited places, such as protected wildlife areas and where food is prepared or consumed.

Council encourages cat owners to keep their pets inside or in an outdoor enclosure to minimise the opportunity for injury to the animal, protect wildlife and reduce instances of nuisance behaviour.

Further information for cat owners or nuisance cats can be found by visiting Camden Council’s website.



SEMI-OWNED & UNOWNED CATS

CASE STUDY

Camden has known locations in residential, commercial and industrial areas where semi-owned and unowned cats live.

These cats rely indirectly on humans for food and shelter to survive and are often directly fed and provided with other care by specific people or groups.

Strategies for the effective care and management of semi-owned and unowned cats can be polarising with different approaches used throughout Australia.

The following are examples of programs that have been developed to support the welfare of, reduce the numbers, and address issues associated with, semi-owned and unowned cats. Council's actions to semi-owned and unowned cats are detailed in the actions section of this plan.

Community Cat Programs and Trap, Neuter (Desex), Adopt or Return Programs

The RSPCA research report *Identifying Best Practice Domestic Cat Management in Australia RSPCA-Research Report May 2018*⁴ (RSPCA Report) discusses Trap-neuter-return (TNR) as one method for managing and reducing populations of unowned and semi-owned cats.

The report states that in a TNR program, unowned and semi-owned cats in urban areas are trapped, desexed, and then returned to their original location. Caretakers typically provide food and shelter and monitor the cats. Often when foster or permanent homes are available, young kittens and friendly adults are removed and placed for adoption.

The RSPCA states that there are four major concerns in

relation to the implementation of TNR programs in Australia: its potential effectiveness, the welfare of cats subject to TNR, the cost of implementation, and the impact of cats on wildlife.

The main factors which contribute to successful TNR programs that have been identified in the RSPCA report include a high level of desexing in a targeted area, removal of kittens and socialised adults for adoption, monitoring and rapid desexing of immigrant cats, strong community engagement, support from the community, and ongoing data collection and evaluation.

The RSPCA states that data on the impact on wildlife has not been collected or reported in association with successful TNR programs.

According to the RSPCA, concern over the use of TNR could be mitigated by

⁴Identifying Best Practice Domestic Cat Management in Australia by RSPCA (May 2018)

specifying conditions on its use, ensuring adoption of cats as an integral part of the program (this approach is termed trap, desex, adopt or return and support or TDARS) and assessing the effect on wildlife predation.

According to the Australian Pet Welfare Foundation⁵ (APWF) and as a similar concept to TNR, a Community Cat Program is another way of managing urban semi-owned cats to reduce their numbers and impacts and improve their well-being. Participating organisations (such as Council or a local vet) work directly with the community to desex, microchip and vaccinate semi-owned cats (at a subsidised or zero fee). Friendly adults and young kittens are adopted out whenever possible, and healthy,

unsocialized cats are desexed, microchipped and returned to their home location.

The APWF states that if enough cats in any area are desexed, the size of their population reduces over time as attrition outpaces new births. The APWF also reports that desexing can eliminate behaviour considered a nuisance like yowling at night, fighting over mates, spraying to mark territory and roaming.

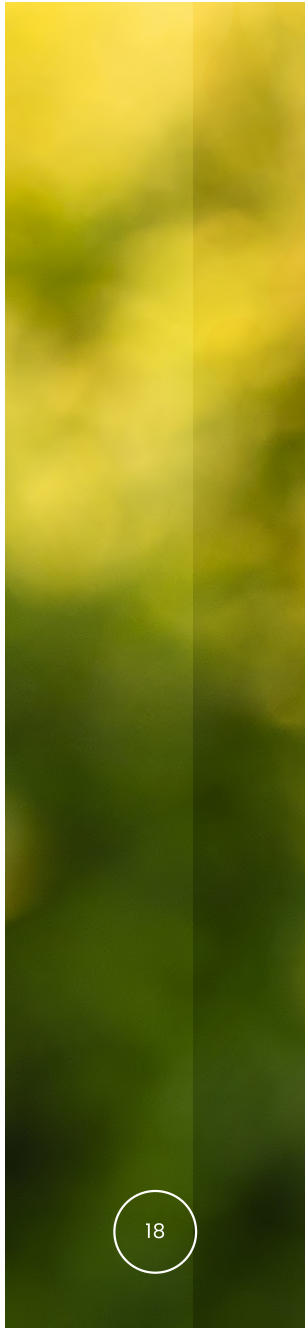
The APWF also believes that euthanasing semi-owned and unowned cats that cannot be adopted fails to achieve these results. Cats that are removed, are soon replaced by new cats and the problems continue unabated.

Trapping Programs

In a trapping program, semi-owned and unowned cats are trapped and then euthanised.

According to the RSPCA trapping programs in urban areas are very difficult to effectively implement and can result in a failure to reduce cat numbers in the long term and therefore there is no significant improvement for issues of concern such as wildlife predation. Such programs are generally opposed to by the community nor supported by community groups.

⁵Australian Pet Welfare Foundation – Community Cat Program General FAQ’s



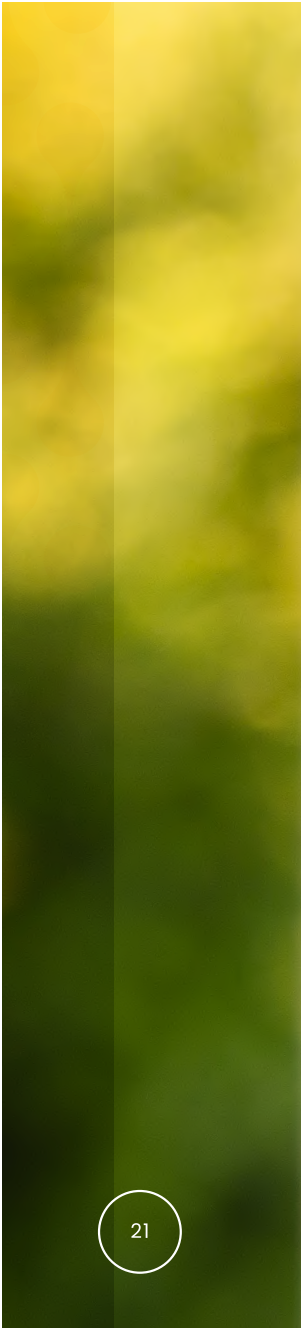
Considerations for the Management of Programs to Support Semi-owned and Unowned Cats

Whilst there is extensive national and international research about the effectiveness of different programs for the management of semi-owned and unowned cats, consideration also needs to be given to the legalities, particularly in relation to TNR programs.

The Companion Animals Act does not provide any guidance for TNR, however the NSW Prevention of Cruelty to Animals Act (POCTA) states Animals not to be abandoned – A person shall not abandon an animal (POCTA Part 2, Section 11).

Consideration must be given to the 'Return' part of TNR and whether this constitutes 'abandonment'. If a cat is trapped, desexed and returned without microchipping or registration, this may be considered as 'abandonment' and would therefore be unlawful and unethical. If, as part of such a program, cats are appropriately microchipped (and registered) with the commitment to provide a level of ongoing care and management by their 'owner' this would not be considered 'abandonment'.





KEY STAKEHOLDERS

Improving cat management in the Camden LGA requires a shared commitment by Council and the community.

The vision, objectives and actions in this plan will be implemented by the Council, in collaboration with key stakeholders, over the next five years.

KEY STAKEHOLDER	ROLES AND RESPONSIBILITIES
Camden Council	<ul style="list-style-type: none">• Coordinate development and periodic review of the Cat Management Plan and relevant legislation;• Monitor compliance and enforce relevant legislation;• Coordinate educational activities to raise awareness within the community of cat management;• Ensure Council’s obligations under the Companion Animal Act are met;• Advocate for the change in legislation to improve the welfare of cats; and• Where possible provide financial support.
Animal Care Facility Contractor	<ul style="list-style-type: none">• Facility management;• Animal care and welfare;• Staff training and supervision;• Adoption programs;• Collaboration with the veterinarians and rescue organisations; and• Continuous improvements.

KEY STAKEHOLDER	ROLES AND RESPONSIBILITIES
Camden Council Animal Advisory Committee	<ul style="list-style-type: none">• Monitor effectiveness of the Cat Plan;• Act as an advisory body to Council and make recommendations to Council;• Assist with the development of strategic policies, programs, services and plans for companion animals;• Provide strategic input and advice in relation to Council’s companion animal events and educational programs to help raise awareness about companion animals and the Companion Animals Act 1998; and• Assist Council with the delivery of effective and responsible care and management of companion animals.
Cat Owners	<ul style="list-style-type: none">• Legally required to microchip and register their cat; and• Legally required to comply with the Companion Animal Act.
Community Cat Carers	<ul style="list-style-type: none">• Provide support and care for the wellbeing, welfare and protection of semi-owned and un-owned cats; and• Collaborate and advocate for social, welfare and environmental outcomes within the current (and future) legislative framework.
Breeders and Sellers	<ul style="list-style-type: none">• Required to have a licence to breed for commercial gain;• Must provide a licence number when advertising cats for sale;• Must ensure that any cat sold or given away is microchipped and owner details are updated; and• Legally required to comply with the <i>Companion Animal Act</i>.
Pet Shops and Pet Supplies	<ul style="list-style-type: none">• Source of information and products for cat care and may sell pet cats; and• Must ensure that any cat sold or given away is microchipped and owner details are updated; and• Legally required to comply with the <i>Companion Animal Act</i>.





KEY STAKEHOLDER	ROLES AND RESPONSIBILITIES
Animal Care and Rescue Organisations	<ul style="list-style-type: none">• Provide education, advice, foster care and re-homing of rescued animals.
Royal Society for Prevention of Cruelty to Animals (RSPCA)	<ul style="list-style-type: none">• The RSPCA advocates for improved animal welfare and management practices.
Veterinary Practitioners Board of NSW	<ul style="list-style-type: none">• The registration of veterinary practitioners and licensing of veterinary hospitals;• Investigation of complaints against veterinary practitioners;• Developing codes of professional conduct for veterinary practitioners;• Enforcing the provisions of the Act and Regulation;• Promoting professional development of veterinary practitioners; and• Providing information to veterinary practitioners and consumers of veterinary services.
Australian Veterinary Association	<ul style="list-style-type: none">• The Australian Veterinary Association (AVA) is the professional organisation that represents veterinarians across Australia. AVA members are committed to continuing education and abide by the Code of Professional Conduct.
Veterinary Practitioners	<ul style="list-style-type: none">• Provide care and treatment of pets, including de-sexing services.
Rural Landholders	<ul style="list-style-type: none">• Manage owned or semi-owned cats on their properties.



MONITORING, REPORTING AND REVIEW







Information will be gathered to improve our understanding about trends in the uptake of responsible cat ownership.

Annual reporting on progress in implementing actions will occur through reports prepared by for the Companion Animal Committee.

The Camden Cat Plan, including its implementation and outcomes, will be evaluated towards the end of the five-year plan.











STRATEGIES AND ACTIONS

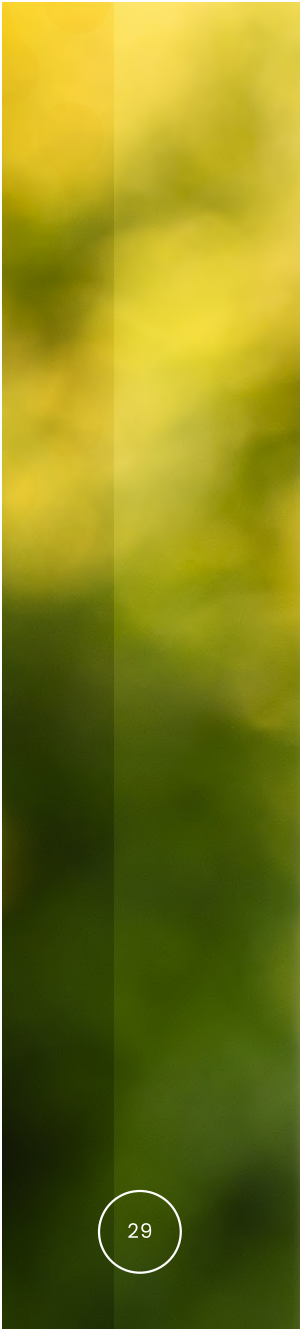
CCP01 – RESPONSIBLE CAT OWNERSHIP				
OBJECTIVE	ACTIONS	EXISTING ACTION	NEW ACTION	TIMEFRAME SHORT TERM: 1-2 YEARS MED TERM: 2-5 YEARS
CCP01.1 – Promote responsible pet ownership through community education and engagement	1. Improve available information for the community about being a responsible cat owner			Short Term
	2. Events, information nights, pop-up events.			Short Term
	3. Pet Awareness Safety Program (schools, child care centres etc.)			Short Term
	4. Companion Animal Ranger Compliance (nuisance cats)			Short Term
	5. Engage with real estate agents and developers to provide information about updating microchip information.			Short Term











CCP01 - RESPONSIBLE CAT OWNERSHIP				
OBJECTIVE	ACTIONS	EXISTING ACTION	NEW ACTION	TIMEFRAME SHORT TERM: 1-2 YEARS MED TERM: 2-5 YEARS
CCP01.2 - Improve microchipping, registration and cat desexing rates for owned cats	1. Free microchipping program, pet tags, cat collar bells, and targeted microchipping days and events.			Short Term
	2. Improve microchip details being updated by cat owners through education and event days.			Medium Term
	3. Proactive registering of unregistered cats, for example writing to cat owners where their cat is not registered and exploring opportunities for registration fee subsidies from Council.			Medium Term
	4. Promote Council’s subsidised desexing program.			Short Term
	5. Investigate opportunities to collaborate with organisations to hold free or subsidised desexing events.			Medium Term

CCP01 - RESPONSIBLE CAT OWNERSHIP				
OBJECTIVE	ACTIONS	EXISTING ACTION	NEW ACTION	TIMEFRAME SHORT TERM: 1-2 YEARS MED TERM: 2-5 YEARS
CCP01.3 - Raise awareness of the impact of roaming cats on wildlife and implement strategies to limit cats' impact on local diversity	<p>1. Investigate opportunities to establish Wildlife Protection Areas in Council bushland reserves.</p> <p><i>This is an action from Council's Biodiversity Strategy 2023 and will include a feasibility study and community consultation to identify suitable locations. The outcome will be that Wildlife Protection Area/s are developed within Council reserves and appropriate compliance and management measures to protect wildlife from cats.</i></p>			Medium Term
	<p>2. Promote, through Council's media channels, messages to encourage cat owners to keep their pets inside or in an outdoor enclosure.</p>			Short Term
	<p>3. Provide advice and assistance to residents to help manage roaming cats (e.g. paper collars, template letters etc) and consider an incentivised program to support the use of enclosures.</p>			Short Term







CCP02 – SEMI-OWNED ND UNOWNED DOMESTIC CATS				
OBJECTIVE	ACTIONS	EXISTING ACTION	NEW ACTION	TIMEFRAME SHORT TERM: 1-2 YEARS MED TERM: 2-5 YEARS
CCP02.1 – Provide information to the community to increase awareness about the environmental and welfare implications of abandonment and feeding semi-owned and unowned cats	1. Provide information to the community to increase awareness about the environmental and welfare implications of abandonment and feeding semi-owned and unowned cats.			Medium Term
	2. Provide information to local residents, organisations and businesses about semi-owned and unowned cats.			Medium Term





CCP02 - SEMI-OWNED ND UNOWNED DOMESTIC CATS				
OBJECTIVE	ACTIONS	EXISTING ACTION	NEW ACTION	TIMEFRAME SHORT TERM: 1-2 YEARS MED TERM: 2-5 YEARS
CCP02.2 - Reduce number of, and ensure the welfare of, semi-owned and unowned cats	1. Consult and collaborate with animal care, community and rescue organisations, local businesses and residents managing semi-owned and unowned cats in public places.			Medium Term
	2. Investigate opportunities to trial and implement (if successful and where possible) a community cat program, targeted desexing and/or trap, desex and adopt activities that meet legislative requirements and ensure the welfare of cats is maintained.			Medium Term
	3. Ensure that community members involved in managing semi-owned and unowned cats are aware of and meet their, and Council's, obligations to ensure compliance with legislation.			Medium Term
	4. Work with and educate property owners that have multiple semi-owned cats on their property to reduce the number of cats through targeted desexing and rehoming.			Short Term





CCP03 - IMPROVE DOMESTIC CAT WELFARE AND REHOMING				
OBJECTIVE	ACTIONS	EXISTING ACTION	NEW ACTION	TIMEFRAME SHORT TERM: 1-2 YEARS MED TERM: 2-5 YEARS
CCP03.1 - Ensure Council's current Animal Shelter is providing the highest level of welfare for cats in their care	1. Work with the Animal Shelter operators to ensure contract requirements are being met and that the shelter is meeting the needs and welfare of cats in their care.			Short Term
CCP03.2 - Reduce the length of stay for cats in the shelter	1. Continue to find innovative ways to promote cats available for adoption. Investigate temporary housing, foster care opportunities and/or advertising of cats at other locations to promote adoption (for example, Libraries, Oran Park Administration, shopping centres).			Short Term
CCP03.3 - Build the new Camden Animal Shelter	1. Provide a best practice animal shelter in the Camden LGA that supports finding and reclaiming of lost cats; adoption and re-homing; desexing program, compliance and enforcement.			Medium Term

CCP04 – REDUCE THE IMPACT OF FERAL CATS				
OBJECTIVE	ACTIONS	EXISTING ACTION	NEW ACTION	TIMEFRAME SHORT TERM: 1-2 YEARS MED TERM: 2-5 YEARS
CCP04.1 – Reduce the impact of cats on wildlife	1. Provide information to the community about the impacts of cats on Australian wildlife.			Short Term
	2. Participate in regional and national monitoring, research and trials to increase understanding of the feral cat population in Camden and the potential impacts on the local environment.			Medium Term





ACKNOWLEDGMENTS

Camden Companion Animal Advisory Committee

ACT Government – ACT Cat Plan 2021–2031





13 CAMDEN (13 226 336)
70 Central Avenue, Oran Park
www.camden.nsw.gov.au

Provision of Expenses and Facilities to Individual Councillors - July to December 2023

	Travelling Expenses - General	Professional Development	Conferences & Seminars	ICT Expenses (Including Telstra Charges)	Travelling Expenses - Interstate	Travelling Expenses - Overseas	Spouse & Partner Expenses	Carer Expenses	TOTAL
Cr Cagney A	\$ 807.17	\$ -	\$ 1,828.36	\$ 245.46	\$ -	\$ -	\$ -	\$ 2,026.80	\$ 4,907.79
Cr Cagney C	\$ -	\$ -	\$ 527.27	\$ 245.46	\$ -	\$ -	\$ -	\$ -	\$ 772.73
Cr Campbell	\$ -	\$ -	\$ 209.09	\$ 245.46	\$ -	\$ -	\$ -	\$ -	\$ 454.55
Cr Dommaraju	\$ -	\$ -	\$ 1,828.36	\$ 464.54	\$ -	\$ -	\$ -	\$ -	\$ 2,292.90
Cr Farrow	\$ -	\$ -	\$ -	\$ 245.46	\$ -	\$ -	\$ -	\$ -	\$ 245.46
Cr Fedeli	\$ -	\$ -	\$ 1,828.36	\$ 245.46	\$ -	\$ -	\$ -	\$ -	\$ 2,073.82
Cr McLean	\$ 179.52	\$ -	\$ 1,259.09	\$ 245.46	\$ -	\$ -	\$ -	\$ -	\$ 1,684.07
Cr Symkowiak	\$ -	\$ -	\$ -	\$ 245.46	\$ -	\$ -	\$ -	\$ -	\$ 245.46
Cr Zammit	\$ -	\$ -	\$ -	\$ 245.46	\$ -	\$ -	\$ -	\$ -	\$ 245.46
All Councillors	\$ -	\$ 3,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500.00
TOTAL	\$ 986.69	\$ 3,500.00	\$ 7,480.53	\$ 2,428.22	\$ -	\$ -	\$ -	\$ 2,026.80	\$ 16,422.24

Australian Local Government Association National General Assembly 2024 – Background Information to Proposed Motions

1. Motion Subject – Indexation of Financial Assistance Grants

National Objective – The Australian Government's Financial Assistance Grants program supports councils across Australia to deliver services to local communities. This funding needs to be adequate for councils to deliver these essential services effectively and at a high standard.

Summary of Key Arguments – The Australian Government Budget for 2014-15 stopped the indexation on Financial Assistance Grants for three years. This decision removed over \$1 billion in revenue to local government across Australia by 2017-18. While indexation was restored to the grants in the 2017-18 Australian Government Budget, the three-year freeze permanently reduced the base level of grants to councils by more than 10 per cent. This has resulted in reduced local services for residents and businesses across Australia on an ongoing basis.

2. Motion Subject – Funding for seniors programs

National Objective – Australia's population is ageing due to increasing life expectancy and declining fertility rates. Data from the Australian Bureau of Statistics (ABS) reveals that as of 30 June 2020, there were an estimated 4.2 million older Australians (aged 65 and over) who comprised 16 percent of the total Australian population. The number and percentage of older Australians is expected to continue to grow, with ABS data projecting that by 2066, older people in Australia will make up between 21-23 percent of the total population.

With a third of all senior Australians also living alone, social connection and lifelong learning are important components of healthy ageing. They contribute to physical, mental and emotional wellbeing, helping older adults live longer, happier and more fulfilling lives.

Across the sector, councils deliver seniors programs to improve health and wellbeing outcomes for older Australians, and are well placed to identify and respond to emerging needs and gaps within their local communities through established partnerships with relevant agencies and organisations. Councils also provide resources in a variety of accessible formats in relation to facilities, program delivery, information and access to services to connect seniors with services and wellbeing options within the community.

Summary of Key Arguments – The delivery of seniors programs by councils results in improved health and wellbeing outcomes for older Australians by linking them with available services, supporting active and independent living and reducing loneliness, among other benefits. These benefits can save the Australian and State Governments significant health care costs on an ongoing basis.

Currently, the Australian Government's My Aged Care Program can be a complex and confusing system for seniors to navigate, exacerbated by a lack of service provision in some areas which results in lengthy waiting lists to receive services. Unfortunately,

many seniors endeavour to access My Aged Care at crisis points when they require urgent health care, which increases the strain on the provision of health care. There is a growing pressure on local government to address these community needs by developing community-based programs to engage community and services in response. In practice, this requires councils to be appropriately resourced to offer regular opportunities for services and community to connect and participate in social, wellbeing and learning activities.

A successful example of this within the Camden Local Government Area (LGA) is the Seniors Café Connect Project. This offers a one-stop-shop that provides information about health, social and service provision in a variety of formats. In addition to the cafe, a different activity is delivered to scope interest for further social and affordable activities. A significant majority of community members who participated in a survey about their experience agreed that the project had the following benefits for them:

- Provided a platform to engage and enjoy social connections – 92%
- Provided an opportunity to try new things – 90%
- Increased opportunities for seniors to participate in recreational activities – 84%
- Gained knowledge, learnt new skills and built confidence – 82%
- Improved wellbeing – 82%
- Provided opportunities to engage and participate – 77%
- Gained skills and capacity to source, receive and distribute information about My Aged Care to your broader community – 68%
- Connected with or used an Aged Care Service as a result of attending Café Connect – 63%
- Increased their social network – 63%.

Service providers and connectors also strongly agreed that this connection model is addressing a fundamental part of providing person-centred health and social care.

These positive outcomes for this early intervention model for reducing social isolation, increasing wellbeing and connecting seniors with services to support ageing in place are indicative of the value of seniors programs for building positive government-community relationships. However, it is a challenge to accommodate all interested seniors and there are waiting lists to attend.

To achieve maximum benefit for communities and reduce the pressure on health care funding, it is necessary for councils to be better funded for the delivery of seniors programs. This includes ensuring that funding opportunities are provided with timeframes that are realistic for the achievement of sustainable results and that ongoing funding is offered for successful projects.



Investment Summary Report February 2024



Camden Council
Executive Summary - February 2024

Investment HoldingsSources of Funds

	Amount (\$)	Current Yield (%)
Cash	20,435,000	4.35
Term Deposit	270,700,000	5.23
	291,135,000	

	Amount (\$)
Section 7.11 Developer Contributions	165,440,891
Restricted Grant Income	60,282,753
Externally Restricted Reserves	15,736,227
Internally Restricted Reserves	28,497,606
General Fund	21,177,523
Total Funds Invested	291,135,000

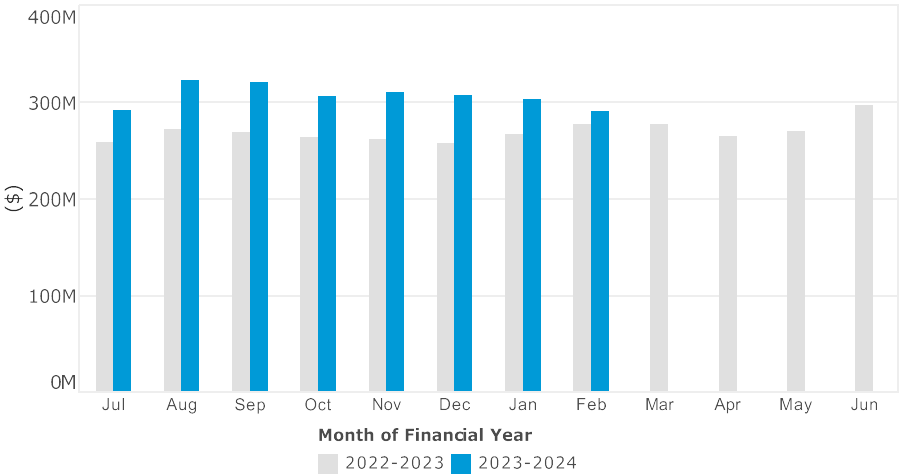
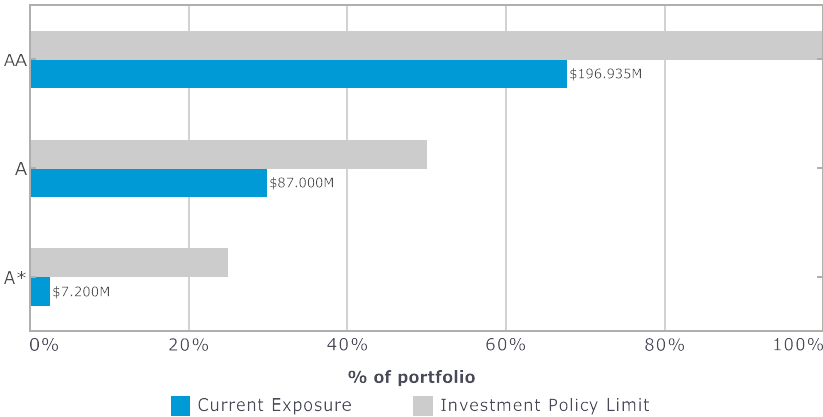
Term to Maturity

	Amount (\$)		Policy Max
Between 0 and 1 years	291,135,000	100%	100% ✓
	291,135,000		

Council's investment portfolio has decreased by \$12.250M since the January reporting period. The decrease primarily relates to capital and operating expenditure during the month.

Percentages in this report may not add up to 100% due to rounding

Total Credit ExposureInvestment Portfolio Balance



*Council's investment policy limits investments in foreign subsidiary banks which are monitored by APRA to a maximum 25% of the total portfolio

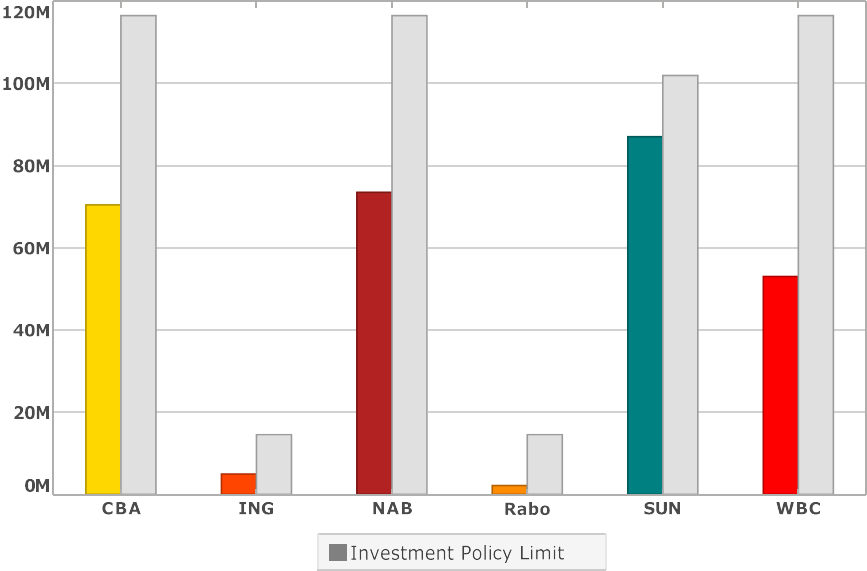




Camden Council
Individual Institutional Exposures Report - February 2024

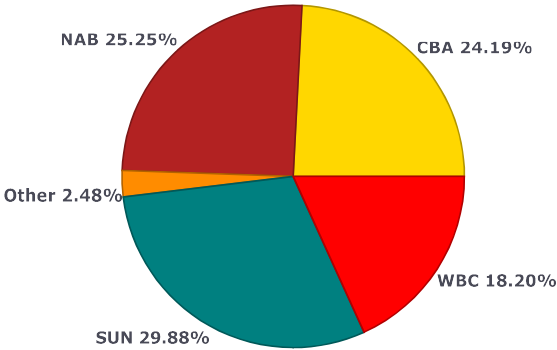
Individual Institutional Exposures **Individual Institutional Exposure Charts**

	Current Exposures		Policy Limit		Capacity
Commonwealth Bank of Australia (AA-)	70.435M	24.19%	116.454M	40.00%	46.019M
ING Bank Australia [Foreign Sub] (A*)	5.000M	1.72%	14.557M	5.00%	9.557M
National Australia Bank (AA-)	73.500M	25.25%	116.454M	40.00%	42.954M
Rabobank Aus [Foreign Sub] (A+*)	2.200M	.76%	14.557M	5.00%	12.357M
Suncorp Bank (A+)	87.000M	29.88%	101.897M	35.00%	14.897M
Westpac Group (AA-)	53.000M	18.20%	116.454M	40.00%	63.454M
	291.135M				



*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 is within its individual institutional investment policy limits.
Council's portfolio is within its term to maturity investment policy limits.
Council's portfolio complies with the NSW Ministerial Investment Order.



Camden Council

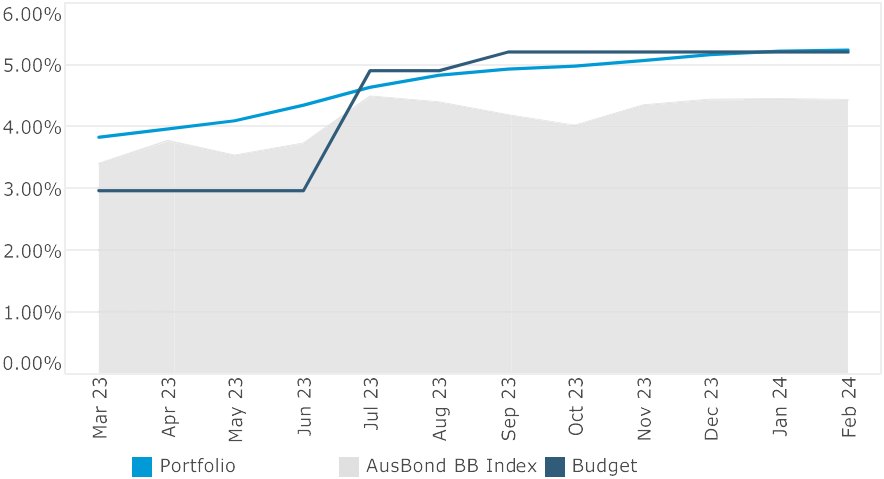
Performance Summary - February 2024



Interest Summary

Investment Performance

Interest Summary as of February 2024	
Number of Investments	53
Average Days to Maturity	144
Weighted Portfolio Yield	5.23%
CBA Call Account	4.35%
Highest Rate	5.56%
Lowest Rate	0.80%
Budget Rate	5.20%
Average BBSW (30 Day)	4.30%
Average BBSW (90 Day)	4.34%
Average BBSW (180 Day)	4.46%
Official Cash Rate	4.35%
AusBond Bank Bill Index	4.43%



Interest Received During the 2023/2024 Financial Year				
	February	Cumulative	Original Budget	Revised Budget
General Fund	\$342,467	\$2,436,427	\$1,839,000	\$2,422,000
Restricted	\$911,411	\$7,702,397	\$8,285,000	\$10,220,000
Total	\$1,253,878	\$10,138,824	\$10,124,000	\$12,642,000

Historical Performance Summary (%pa)			
	Portfolio	AusBond BB Index	Outperformance
Feb 2024	5.23%	4.43%	0.80%
Last 3 months	5.20%	4.43%	0.77%
Last 6 months	5.09%	4.31%	0.78%
Financial Year to Date	5.00%	4.34%	0.66%
Last 12 months	4.70%	4.10%	0.60%

Investment Performance

Council's portfolio returned 5.23%pa on a weighted average yield basis during February. This compares favourably with the Ausbond Bank Bill Index's return of 4.43%pa for the month.





Camden Council

Investment Holdings Report - February 2024

Cash Accounts

Amount (\$)	Current Yield (%)	Institution	Credit Rating	Current Value (\$)	Deal No.	Reference
20,435,000.00	4.35%	Commonwealth Bank of Australia	AA-	20,435,000.00	535548	
20,435,000.00				20,435,000.00		

Term Deposits

Maturity Date	Amount (\$)	Rate	Institution	Credit Rating	Purchase Date	Amount plus Accrued Int (\$)	Deal No.	Accrued Interest (\$)	Coupon Frequency	Reference
4-Mar-24	1,200,000.00	3.20%	Rabobank Australia	A+ *	4-Mar-19	1,237,979.18	537601	37,979.18	Annually	3192
6-Mar-24	5,000,000.00	5.44%	Westpac Group	AA-	19-Jul-23	5,168,416.44	544324	168,416.44	At Maturity	3698
11-Mar-24	5,000,000.00	4.91%	Westpac Group	AA-	8-Mar-23	5,241,464.38	543914	241,464.38	At Maturity	3675
18-Mar-24	5,000,000.00	4.52%	National Australia Bank	AA-	17-Apr-23	5,197,517.81	544023	197,517.81	At Maturity	3677
20-Mar-24	5,000,000.00	5.13%	Suncorp Bank	A+	28-Nov-23	5,066,057.53	544671	66,057.53	At Maturity	3725
27-Mar-24	1,000,000.00	3.00%	Rabobank Australia	A+ *	29-Mar-19	1,027,780.82	537765	27,780.82	Annually	3200
27-Mar-24	5,000,000.00	5.34%	National Australia Bank	AA-	1-Aug-23	5,155,810.96	544345	155,810.96	At Maturity	3700
3-Apr-24	5,000,000.00	4.60%	Westpac Group	AA-	31-Mar-23	5,211,726.03	543975	211,726.03	At Maturity	3676
8-Apr-24	5,000,000.00	4.62%	Westpac Group	AA-	1-May-23	5,193,027.40	544054	193,027.40	At Maturity	3678
15-Apr-24	5,000,000.00	4.62%	Westpac Group	AA-	1-May-23	5,193,027.40	544055	193,027.40	At Maturity	3679
24-Apr-24	5,000,000.00	5.02%	Commonwealth Bank of Australia	AA-	29-May-23	5,190,484.93	544132	190,484.93	At Maturity	3681
1-May-24	5,000,000.00	5.15%	Commonwealth Bank of Australia	AA-	5-Jun-23	5,190,479.45	544159	190,479.45	At Maturity	3685
8-May-24	5,000,000.00	5.56%	National Australia Bank	AA-	3-Jul-23	5,184,317.81	544283	184,317.81	At Maturity	3693
8-May-24	5,000,000.00	5.56%	National Australia Bank	AA-	7-Jul-23	5,181,271.23	544301	181,271.23	At Maturity	3694
13-May-24	5,000,000.00	5.12%	Suncorp Bank	A+	9-Oct-23	5,100,997.26	544568	100,997.26	At Maturity	3715
15-May-24	5,000,000.00	5.56%	National Australia Bank	AA-	7-Jul-23	5,181,271.23	544302	181,271.23	At Maturity	3695
22-May-24	5,000,000.00	5.50%	Suncorp Bank	A+	13-Jul-23	5,174,794.52	544317	174,794.52	At Maturity	3696
29-May-24	5,000,000.00	5.50%	National Australia Bank	AA-	26-Jun-23	5,187,602.74	544226	187,602.74	At Maturity	3690
29-May-24	7,500,000.00	5.40%	National Australia Bank	AA-	1-Aug-23	7,736,342.47	544346	236,342.47	At Maturity	3701
5-Jun-24	10,000,000.00	5.07%	Commonwealth Bank of Australia	AA-	1-Jun-23	10,082,482.16	544803	82,482.16	SemiAnnually	3682
12-Jun-24	5,000,000.00	5.50%	National Australia Bank	AA-	26-Jun-23	5,187,602.74	544227	187,602.74	At Maturity	3691
19-Jun-24	5,000,000.00	5.37%	Suncorp Bank	A+	30-Nov-23	5,067,676.71	544681	67,676.71	At Maturity	3726
19-Jun-24	5,000,000.00	5.50%	Commonwealth Bank of Australia	AA-	27-Jun-23	5,186,849.32	544228	186,849.32	At Maturity	3692



Camden Council

Investment Holdings Report - February 2024



Maturity Date	Amount (\$)	Rate	Institution	Credit Rating	Purchase Date	Amount plus Accrued Int (\$)	Deal No.	Accrued Interest (\$)	Coupon Frequency	Reference
26-Jun-24	5,000,000.00	5.51%	National Australia Bank	AA-	24-Jul-23	5,166,809.59	544332	166,809.59	At Maturity	3699
3-Jul-24	5,000,000.00	5.54%	Commonwealth Bank of Australia	AA-	16-Aug-23	5,150,263.01	544399	150,263.01	At Maturity	3704
10-Jul-24	5,000,000.00	5.41%	Commonwealth Bank of Australia	AA-	29-Aug-23	5,137,102.74	544438	137,102.74	At Maturity	3708
17-Jul-24	5,000,000.00	5.26%	Suncorp Bank	A+	4-Dec-23	5,063,408.22	544686	63,408.22	At Maturity	3727
17-Jul-24	5,000,000.00	5.45%	Suncorp Bank	A+	17-Jul-23	5,170,219.18	544319	170,219.18	At Maturity	3697
24-Jul-24	5,000,000.00	5.45%	Suncorp Bank	A+	8-Nov-23	5,085,109.59	544626	85,109.59	At Maturity	3721
30-Jul-24	10,000,000.00	5.51%	Commonwealth Bank of Australia	AA-	21-Aug-23	10,291,350.68	544402	291,350.68	At Maturity	3705
7-Aug-24	5,000,000.00	5.37%	Suncorp Bank	A+	13-Nov-23	5,080,182.19	544636	80,182.19	At Maturity	3722
14-Aug-24	5,000,000.00	5.55%	Commonwealth Bank of Australia	AA-	8-Aug-23	5,045,103.99	544362	45,103.99	SemiAnnually	3702
21-Aug-24	7,500,000.00	5.23%	Westpac Group	AA-	14-Aug-23	7,517,194.52	544386	17,194.52	Quarterly	3703
28-Aug-24	5,000,000.00	5.20%	Suncorp Bank	A+	7-Dec-23	5,060,547.95	544706	60,547.95	At Maturity	3728
28-Aug-24	5,000,000.00	5.22%	National Australia Bank	AA-	23-Aug-23	5,136,578.08	544417	136,578.08	At Maturity	3706
4-Sep-24	5,000,000.00	5.21%	National Australia Bank	AA-	4-Sep-23	5,127,752.05	544456	127,752.05	At Maturity	3710
11-Sep-24	5,000,000.00	5.25%	National Australia Bank	AA-	11-Sep-23	5,123,698.63	544501	123,698.63	At Maturity	3711
18-Sep-24	5,000,000.00	5.16%	Westpac Group	AA-	18-Sep-23	5,052,306.85	544512	52,306.85	Quarterly	3713
23-Sep-24	5,000,000.00	5.27%	Westpac Group	AA-	25-Sep-23	5,114,063.01	544524	114,063.01	At Maturity	3714
30-Sep-24	5,000,000.00	5.37%	Westpac Group	AA-	30-Oct-23	5,090,480.82	544600	90,480.82	At Maturity	3718
9-Oct-24	10,000,000.00	5.34%	Suncorp Bank	A+	22-Nov-23	10,146,301.37	544654	146,301.37	At Maturity	3723
16-Oct-24	5,000,000.00	5.47%	Suncorp Bank	A+	28-Nov-23	5,070,435.62	544670	70,435.62	At Maturity	3724
24-Oct-24	5,000,000.00	5.35%	ING Bank (Australia)	A*	24-Oct-23	5,094,541.10	544588	94,541.10	At Maturity	3716
30-Oct-24	5,000,000.00	5.40%	Westpac Group	AA-	27-Oct-23	5,023,671.23	544599	23,671.23	Quarterly	3717
8-Nov-24	2,000,000.00	5.48%	Suncorp Bank	A+	7-Nov-23	2,034,531.51	544624	34,531.51	At Maturity	3720
8-Nov-24	5,000,000.00	5.48%	Suncorp Bank	A+	7-Nov-23	5,086,328.77	544621	86,328.77	At Maturity	3719
13-Nov-24	5,000,000.00	5.20%	Suncorp Bank	A+	5-Jan-24	5,039,890.41	544764	39,890.41	At Maturity	3730
18-Nov-24	5,000,000.00	5.22%	Suncorp Bank	A+	8-Jan-24	5,037,898.63	544768	37,898.63	At Maturity	3731
27-Nov-24	5,000,000.00	5.12%	National Australia Bank	AA-	21-Feb-24	5,006,312.33	544857	6,312.33	At Maturity	3733
4-Dec-24	6,000,000.00	5.10%	National Australia Bank	AA-	28-Feb-24	6,001,676.71	544884	1,676.71	At Maturity	3734
13-Dec-24	5,000,000.00	5.30%	Suncorp Bank	A+	13-Dec-23	5,057,356.16	544718	57,356.16	At Maturity	3729
14-Jan-25	5,000,000.00	5.15%	Suncorp Bank	A+	15-Jan-24	5,032,452.05	544793	32,452.05	At Maturity	3732



Camden Council

Investment Holdings Report - February 2024



Maturity Date	Amount (\$)	Rate	Institution	Credit Rating	Purchase Date	Amount plus Accrued Int (\$)	Deal No.	Accrued Interest (\$)	Coupon Frequency	Reference
24-Feb-25	500,000.00	0.80%	Westpac Group	AA-	24-Feb-21	500,043.84	540967	43.84	Quarterly	3481
270,700,000.00						276,888,591.35		6,188,591.35		



Minutes

Audit, Risk and Improvement Committee Meeting

Oran Park Administration Building
70 Central Avenue
Oran Park
3.00pm

21 February 2024



camden
council



Audit, Risk and Improvement Committee

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Audit, Risk and Improvement Committee

Voting Members Present:

Elizabeth Gavey	Independent Member (Chair)
Michael Quirk	Independent Member
Barry Husking	Independent Member
Cr Peter McLean	Camden Council Councillor alternate member

Attendees:

General Manager
Chief Financial Officer (left at 5.03pm)
Internal Audit Coordinator
Internal Audit Analyst

Invitees:

Director Community Assets
Director Customer and Corporate Strategy (left at 5.16pm)
Director Planning and Environment
Director Sport, Community and Activation (left at 5.20pm)
Director Growth and Finance
Acting Manager Legal and Governance (attended remotely, left at 5.06pm)
Manager Community Outcomes (arrived at 4.06pm and left at 4.23pm)
Manager Waste and City Presentation (arrived at 4.52pm and left at 5.03pm)
Injury Management and Well-being Officer (arrived at 5.06pm and left at 5.16pm)
Manager Corporate Performance and Customer Experience (left at 3.27pm)
Acting Manager Safety and Risk (arrived at 4.52pm and left at 5.16pm)
Chief Information Officer (arrived at 4.06pm and left at 4.52pm)
Senior Risk Advisor (left at 5.03pm)
Mary Yeun The Audit Office of NSW (External Auditor) (attended remotely, left at 4.03pm)

Observers:

Nil

Apologies:

Cr Paul Farrow	Camden Council Councillor member
Cr Russell Zammit	Camden Council Councillor member

Acknowledgement of Country

The Chair read the following Acknowledgement of Country:

I would like to acknowledge that this meeting is being held on the Traditional Lands and Waterways of the Dharawal people and also recognise surrounding Dharug, and Gundungurra people and pay our respect to Elders past, present, and those emerging.

Apologies

RECOMMENDED

That leave of absence be granted.



Audit, Risk and Improvement Committee

DECISION

Leave of absence granted to Cr Paul Farrow and Cr Russell Zammit.

BUS01 Declarations of Interest

RECOMMENDED

That the Audit, Risk and Improvement Committee declarations be noted.

DISCUSSION

Ms Elizabeth Gavey advised of the following declaration:

- Currently sits on the Audit and Risk Committee for the Audit Office of NSW however declared no conflict for this meeting.

Cr Peter McLean advised of the following declaration:

- Currently sits on four Audit, Risk and Improvement Committees at Federation Council, Shoalhaven City Council, Central Coast Council and Goldenfields Water County Council.

DECISION

The Audit, Risk and Improvement Committee noted the declarations.

BUS02 Minutes to the 27 November 2023 and 6 December 2023 Audit, Risk and Improvement Committee Meetings

RECOMMENDED

That the Audit, Risk and Improvement Committee:

- approve the minutes to the 27 November 2023 and 6 December 2023 Audit, Risk and Improvement Committee meetings; and
- note the status of actions included in the actions list.

DISCUSSION

The Internal Audit Coordinator introduced Council's new Senior Risk Advisor and advised that an Enterprise Risk Management update will be provided at the next Committee meeting.

The Internal Audit Coordinator provided an update on the status of outstanding actions noting that items marked complete from last year have been removed. It was advised the assurance map and response to the question taken on notice regarding EDMS workflow escalation are included in this meeting.

The Committee asked when the Department of Education's next assessment on Family Day Care is, and the Director Sport and Community Activation advised that the assessment is scheduled for June 2024. The Committee requested that the family day care action 202 be scheduled for the August Committee meeting.



Audit, Risk and Improvement Committee

DECISION

Following review and discussion, the Audit, Risk and Improvement Committee:

- i. approved the minutes to the 27 November 2023 and 6 December 2023 Audit, Risk and Improvement Committee meetings;
- ii. noted the status of actions included in the actions list; and
- iii. raised the following action:
 - a. that action item 202, regarding family day care, be scheduled for the Committee meeting to be held 21 August 2024.

Moved: Ms Elizabeth Gavey
Seconded: Mr Barry Husking

BUS03 INTERNAL AUDIT - Internal Audit Reports issued since last Meeting - Project Management Follow Up and Supplementary Rates

RECOMMENDED

That the Audit, Risk and Improvement Committee note the Internal Audit Reports issued since last meeting for Project Management follow up and Supplementary Rates.

DISCUSSION

Project Management follow up internal audit

The Internal Audit Coordinator advised that the Project Management follow up internal audit report was circulated to the Committee out of session. This audit included verifying the implementation of recommendations from the project management audit conducted in 2017. The Internal Audit Coordinator outlined the positive findings, the two risk rated findings and noted there were six improvement opportunities. It was advised Management are developing an action plan to address matters raised in the audit.

The Committee asked about culture noting the issues raised and the Internal Audit Coordinator discussed capacity and the need for continued awareness raising.

The Committee referred to the December 2025 due date for many recommendations and asked whether a checklist could be created to assist in addressing these findings in the interim. The Manager Corporate Performance and Customer Experience outlined the checklists already in place for each project gateway stage. It was also advised that validation reports were being developed due to the 2.5 staff employed and current 245 active projects.

The Committee requested the action plan incorporate final due dates for those recommendations that require them and for those dates to be monitored in Council's audit recommendation monitoring system.



Audit, Risk and Improvement Committee

The Committee suggested celebrating best practice amongst peers and the Manager Corporate Performance and Customer Experience outlined current processes in this space.

The Committee referred to previous feedback on the audit module indicating it is a clunky system and asked how the project module is in comparison. The Manager Corporate Performance and Customer Experience advised that the project module was initially used due to its integration with the risk and strategy modules and that it is further advanced than the audit module, however there is still work to do to improve it.

The Committee referred to the recommendation on active projects reporting and questioned whether the issue was a judgement call or an error in using the rating scale. The Manager Corporate Performance and Customer Experience outlined the reporting process, advising that these items are discussed during the Governance Committee meetings.

The Committee asked whether training is provided to all project managers to ensure consistency in particular related to risk assessment. The Manager Corporate Performance and Customer Experience provided an outline of the various types of training provided including the availability of Council's project business partners to assist where required.

The Committee asked if Management had considered Council's appetite in terms of financial risk, in particular with contractors, and the Director Community Assets and Chief Financial Officer outlined the process for assessing such financial risk.

Supplementary Rates Notices Review

The Internal Audit Coordinator advised that the supplementary rates notices review was undertaken at the request of the Chief Financial Officer due to a system upgrade issue that has since been rectified. The Internal Audit Coordinator provided an overview of the two recommendations. It was noted that the Digital Innovation and Technology team have an upcoming review of Council's core system scheduled which will consider the findings from this review.

The Committee asked how the system provider is responding to the challenges and the Chief Financial Officer provided an overview of the steps and discussions had with the provider in order to rectify this matter.

DECISION

Following review and discussion, the Audit, Risk and Improvement Committee:

- i. noted the Internal Audit Reports issued since last meeting for Project Management follow up and Supplementary Rates; and
- ii. raised the following action:
 - a. the project management follow up internal audit action plan to incorporate final due dates for those recommendations that require them and include them in Council's audit recommendation monitoring system.

The Manager Corporate Performance and Customer Experience left during discussion of this item, the time being 3.27pm.



Audit, Risk and Improvement Committee

BUS04 General Manager's Update

RECOMMENDED

That the Audit, Risk and Improvement Committee note the General Manager's update.

DISCUSSION

The General Manager referred to the recent media coverage on asbestos contaminated mulch and advised the Committee of Council's activities regarding this matter. It was noted that the NSW Environmental Protection Authority are the regulatory authority and they have been contacting landowners directly regarding any known issues. It was advised that Council does not use recycled mulch in the open spaces it maintains. The processes that Council follows when taking ownership of land from a developer was also discussed.

The General Manager advised, that in late 2023, Council engaged a consultant to survey the community and employees on their satisfaction. This was the first community survey conducted in the local government area in more than a decade and the results will help Council to inform the budget, service review program and find out what is important to residents.

The General Manager advised the level of community satisfaction scored very high and was higher than other growth councils. The employee survey response rate was 80% with representation relatively equal across each division of Council and also scored positive results.

The General Manager advised that ELG have commenced a leadership program that will continue over the coming months.

The Committee commended Council on the outcome of the surveys and the Chair noted the excellent customer service observed at Council's Customer Service desk.

The Committee asked if the community survey results would be shared with the public and the General Manager advised that this would occur following consultation with the Council.

DECISION

Following review and discussion, the Audit, Risk and Improvement Committee noted the General Manager's update.

BUS05 EXTERNAL AUDIT - External Audit Update

RECOMMENDED

That the Audit, Risk and Improvement Committee note the external audit update.

DISCUSSION

Ms Mary Yuen of the Audit Office of NSW presented the external audit management letter for year ending June 2023 advising that there were no high risk findings, three repeat findings and three new findings and provided an overview of each finding.



Audit, Risk and Improvement Committee

The Committee noted the number of prior year findings that have been rectified which is a good outcome and asked the Chief Financial Officer for comment on this year's results.

The Chief Financial Officer advised that the result is pleasing with the small number of findings rated moderate to low and provided an outline and response for each item.

The Committee asked if Council requires purchase orders for all purchases and the Chief Financial Officer explained that there are some exempt orders.

The Committee asked about the Key Management Personnel (KMP) and Conflicts of Interest process and the Director Customer and Corporate Strategy explained these two processes and outlined the obligation the relevant personnel have to declare a conflict noting there is provision in the annual form to complete a discretionary declaration if required. The Chief Financial Officer also explained that they check if any transactions have occurred with companies listed.

The Committee requested a status update on the engagement plan for 2024 and Ms Yuen confirmed that a draft engagement plan was provided to Management with feedback received that the Audit Office are currently considering. It was advised the engagement plan should be finalised in the coming week and presented to the next Committee meeting. It was advised the planning phase of the audit is scheduled to commence earlier in March this year to avoid unexpected delays.

The Chief Financial Officer advised that the timing of this year's adoption of the financial statements will be different because there is no September 2024 Council meeting due to the local government election. The statements will be presented to both Council and the Committee in October.

Ms Yuen advised the Committee that a cyber security performance audit and road asset management performance audit are both underway in the local government sector and scheduled to be published early in 2024.

DECISION

Following review and discussion, the Audit, Risk and Improvement Committee noted the external audit update.

Ms Mary Yuen, Audit Office of NSW, left after this item, the time being 4.03pm.

BUS06 INTERNAL AUDIT - Audit Report Recommendations - Implementation Status Update - December 2023

RECOMMENDED

That the Audit, Risk and Improvement Committee note the Audit Recommendations Implementation Status Update for 31 December 2023.

DISCUSSION

The Committee referred to audit recommendation FN02-01 of the Contract Management internal audit and asked about the legal team review threshold. The Director Customer and Corporate Strategy confirmed that Council has prepared a suite of contract templates to assist staff in being consistent and have set criteria, including monetary thresholds, for where legal team review is required.



Audit, Risk and Improvement Committee

The Committee asked when the precinct planning policy recommendation would be finalised and the Director Planning and Environment advised this would be presented to ELG on 28 February 2024.

The Committee confirmed agreement with ELG to close the two Cobbitty Bridge Emergency Repair Project audit recommendations due to system limitations.

DECISION

Following review and discussion, the Audit, Risk and Improvement Committee noted the Audit Recommendations Implementation Status Update for 31 December 2023.

The Manager Community Outcomes and Chief Information Officer arrived, the time being 4.06pm.

BUS07 COMPLIANCE - Presentation on Child Safe Framework

RECOMMENDED

That the Audit, Risk and Improvement Committee note the presentation on Council's Child Safe Framework.

DISCUSSION

The Manager Community Outcomes presented to the Committee on Council's Child Safe Framework.

The Committee requested that the presentation be placed on the Audit, Risk and Improvement Committee teams channel.

The Committee asked about training for staff that have incidental connections with children and provided the example of Council rangers. The Manager Community Outcomes advised that the current training is aimed at staff that have direct contact with children and provided the example of library staff however other training modules are being developed for delivery to staff in open space and other incidental connection teams. The Director Sport and Community Activation advised that they have been working closely with the learning and development team to review position descriptions in order to determine the staff requiring training.

The Committee referred to the policy and asked how compliance will be measured and the Manager Community Outcomes expressed the importance of the ongoing completion of the maturity assessment to assist in gauging compliance.

The Committee asked about awareness training for those staff that may not require direct training and the Director Sport and Community Activation advised that an external and internal communications plan is being developed that will advise staff of their responsibilities. The staff talking session was also outlined that assists in starting the conversation.

The Committee also asked about support provided to staff that make reports and the Manager Community Outcomes explained the importance of ensuring anonymity when staff report.



Audit, Risk and Improvement Committee

DECISION

Following review and discussion, the Audit, Risk and Improvement Committee:

- i. noted the presentation on Council's Child Safe Framework; and
- ii. raised the following action:
 - a. requested that the Child Safe Framework presentation be placed on the Audit, Risk and Improvement Committee teams channel.

The Manager Community Outcomes left after this time, the time being 4.23pm.

BUS08 RISK MANAGEMENT - Cyber Security 6-Monthly Update

RECOMMENDED

That the Audit, Risk and Improvement Committee note the six-monthly cyber security update.

DISCUSSION

The Chief Information Officer presented the six monthly update on Council's cyber security.

The Committee asked whether there has been improvement in results through completion of the phishing exercises and the Chief Information Officer confirmed that there has been.

The Chief Information Officer advised that the Cyber Security Policy is scheduled to be presented to the next Committee meeting for feedback as it contains a clause with responsibilities relevant to the Committee and internal audit. The Internal Audit Coordinator confirmed she has reviewed the relevant section of the policy and provided advice around ensuring any Committee responsibilities do not include decision making.

The Committee referred to the 'road ahead' slide in the presentation noting that it would be beneficial to see that slide again in six months with status checks / accomplishments noted against each item.

DECISION

Following review and discussion, the Audit, Risk and Improvement Committee:

- i. noted the six-monthly cyber security update; and
- ii. raised the following action:
 - a. the 'road ahead' slide in the Cyber Security 6-Monthly update presentation be included again in six months with status checks / accomplishments noted against each item.

The Chief Information Officer left after this item and the Manager Waste and City Presentation and Acting Manager Safety and Risk arrived, the time being 4.52pm.



Audit, Risk and Improvement Committee

Attachment 1
ORD11

BUS09 COMPLIANCE - Quarterly Legislative Compliance Declarations - October to December 2023

RECOMMENDED

That the Audit, Risk and Improvement Committee note the status of compliance declarations for the previous quarter.

DISCUSSION

The Acting Manager Legal and Governance provided an outline of the legislative compliance declaration process and of the two declarations for the period October to December 2023.

The Committee asked if the waste declaration was a surprise and the Manager Waste and City Presentation and Director Planning and Environment provided background information and context on the declaration. It was advised that an audit was undertaken and it was noted that the issue was mainly due to a misunderstanding of roles and responsibilities and that a draft action plan is being developed to address the issues raised in the audit undertaken.

The Committee commended the legislative compliance declarations process for identifying these issues.

The Committee requested the action plan be brought back to the Committee once finalised.

DECISION

Following review and discussion, the Audit, Risk and Improvement Committee:

- i. noted the status of compliance declarations for the previous quarter; and
- ii. raised the following action:
 - a. requested the action plan to address the issues raised in the heavy vehicles waste audit be presented to a future Committee meeting.

The Manager Waste and City Presentation, Chief Financial Officer and Senior Risk Advisor left after this item, the time being 5.03pm.

BUS10 PERFORMANCE DATA AND MEASUREMENT AND FRAUD CONTROL AND ETHICS - Governance Information Report - 31 December 2023

RECOMMENDED

That the Audit, Risk and Improvement Committee note the Governance Information Report for the six months to 31 December 2023.

DISCUSSION

The Director Customer and Corporate Strategy provided an overview of the customer service statistics advising that increases in November and December were partially attributed to Christmas and also noting that where the matters were regulatory the customer was sometimes not receptive to the outcome.



Audit, Risk and Improvement Committee

The Committee asked whether there were any trends with the GIPA statistics and the Acting Manager Legal and Governance confirmed that there was not, indicating that formal requests tend to be ad hoc issues relating to an individual and that informal requests generally relate to development applications.

The Committee requested that if trends do emerge, they be included in this periodic report.

The Committee asked whether complaints were separated between regulatory and non-regulatory and the Director Customer and Corporate Strategy advised that they were not and confirmed that they were separated by the service function.

DECISION

Following review and discussion, the Audit, Risk and Improvement Committee noted the Governance Information Report for the six months to 31 December 2023.

The Acting Manager Legal and Governance left after this item and the Injury Management and Well-being Officer arrived, the time being 5.06pm.

BUS11 GOVERNANCE - Work Health and Safety Update - July to December 2023

RECOMMENDED

That the Audit, Risk and Improvement Committee note the Work Health and Safety Update.

DISCUSSION

The Committee referred to the completion of the safety assurance program asking whether the activities are now embedded and how compliance is monitored. The Acting Manager Safety and Risk confirmed that the programs were embedded and monitored via the safety audit program.

The Committee referred to the use of the Employee Assistance Program (EAP) and asked whether the statistics can be tracked to determine if a staff member may require further assistance. The Injury Management and Well-Being Officer confirmed the use of the EAP service is confidential and does not allow Council to track which staff have used it.

The Committee asked about trends and patterns for lost time injuries and how they are monitored and the Injury Management and Well-being Officer advised that this is monitored closely in conjunction with the work, health and safety team to assist in targeting training. It was noted that this process is not just followed for lost time injuries but other categories with the aim to avoid lost time injuries.

The Committee noted the 67% completion rate of asbestos awareness training and the Acting Manager Safety and Risk advised that a plan is currently being developed to enhance Asbestos training and noting that key personnel had been trained. The Director Community Assets advised that staff were also recently provided asbestos related refresher training as part of their toolbox talks.



Audit, Risk and Improvement Committee

The Committee also asked about training for volunteers and the Acting Manager Safety and Risk advised there is a WHS induction program for volunteers.

DECISION

Following review and discussion, the Audit, Risk and Improvement Committee noted the Work Health and Safety Update.

The Director Customer and Corporate Strategy, Acting Manager Safety and Risk and the Injury Management and Well-being Officer left after this item, the time being 5.16pm.

BUS12 COMPLIANCE - Guidelines for Risk Management and Internal Audit for Local Government - Gap Analysis Update

RECOMMENDED

That the Audit, Risk and Improvement Committee note the updated summary of Council's current practices and the status of actions as at 31 December 2023 required to meet the regulatory requirements and the core requirements of the Office of Local Government Guidelines for Risk Management and Internal Audit for Local Government in NSW.

DISCUSSION

The Internal Audit Coordinator advised that the final guidelines and Regulations have been issued and limit Councillor ARIC membership to one non-voting councillor member.

The Internal Audit Coordinator also highlighted the requirement for the Chair of the ARIC, the General Manager and Internal Audit to agree to the timeframes included in management responses to audit recommendations. The Committee agreed the recommendation in ARIC papers could be amended to confirm agreement to timeframes.

The Internal Audit Coordinator advised the Committee's Terms of Reference is currently under review to amend the Councillor membership and scheduled to be presented to the next Committee meeting.

The Internal Audit Coordinator highlighted the revised due dates for some gap analysis actions.

The Committee referred to the action requiring the Committee to provide an update to the governing body of its activities and opinions after each meeting and discussed some possible options noting that the Chair will provide some examples of what other councils are doing in this space.

The Committee advised that page 114 of the Agenda should be amended to include 'non' in front of 'voting' for the councillor member.

DECISION

Following review and discussion, the Audit, Risk and Improvement Committee:



Audit, Risk and Improvement Committee

- i. noted the updated summary of Council's current practices and the status of actions as at 31 December 2023 required to meet the regulatory requirements and the core requirements of the Office of Local Government Guidelines for Risk Management and Internal Audit for Local Government in NSW; and
- ii. raised the following actions:
 - a. amend the recommendation in future internal audit reports to the Committee to include confirmation of agreement to the timeframes included in management responses; and
 - b. that page 114 of the Agenda, Attachment 1 to BUS12, be amended to include 'non' in front of 'voting' for the councillor member.

The Director Sport and Community Activation left during discussion of this item, the time being 5.20pm.

BUS13 INTERNAL AUDIT - Six Month Quality Assurance and Improvement Program - Balanced Scorecard/KPI Report - November 2023

RECOMMENDED

That the Audit, Risk and Improvement Committee note the Six Month Key Performance Indicator/Balanced Scorecard/Report for the period to 30 November 2023.

DISCUSSION

The Internal Audit Coordinator advised that a number of key performance indicators have been met for the period however the status of meeting the audit program has fallen slightly behind. It was noted the delay in the external audit for 2023 has resulted in delays in commencing audits under the audit program. It was also advised that there are several audits currently happening at the same time.

The Committee advised that page 145 of the Agenda should have a target outcome of 80% and not 86%.

The Committee asked whether a self-assessment will be undertaken prior to the external assessment scheduled for 2027 considering the changes to the internal auditing standards. The Internal Audit Coordinator advised that internal audit undertake a self-assessment each year and will be reviewing the new Internal Audit Standards that will become effective in January 2025.

DECISION

Following review and discussion, the Audit, Risk and Improvement Committee:

- i. noted the Six Month Key Performance Indicator/Balanced Scorecard/Report for the period to 30 November 2023; and
- ii. raised the following action:
 - a. that page 145 of the Agenda, Attachment 1 to BUS13, be amended to show a target outcome of 80% and not 86%.



Audit, Risk and Improvement Committee

BUS14 INTERNAL AUDIT - Audit, Risk and Improvement Committee and Internal Audit Annual Report 2023

RECOMMENDED

That the Audit, Risk and Improvement Committee approve the Audit, Risk and Improvement Committee and Internal Audit Annual Report for 10 November 2022 to 27 November 2023 for presentation to a Councillor briefing session.

DISCUSSION

The Committee confirmed that the Annual Report has been circulated out of session and agreed it be presented to a Councillor briefing.

DECISION

Following review and discussion, the Audit, Risk and Improvement Committee approved the Audit, Risk and Improvement Committee and Internal Audit Annual Report for 10 November 2022 to 27 November 2023 for presentation to a Councillor briefing session.

BUS15 INTERNAL AUDIT - Assurance Map

RECOMMENDED

That the Audit, Risk and Improvement Committee note Council's updated Assurance Map.

DISCUSSION

The Committee noted the excellent work on the assurance map and asked about the relationship to Council's risk registers. The Internal Audit Coordinator advised that Council's risk registers will be reviewed as part of the integrated risk management program with the assistance of the newly appointed Senior Risk Advisor. As the risks are updated, they will be considered in the continuous review of the assurance map.

The Committee asked about the relevance of the external audit of the service provider that manages Council's leisure centres and the Director Community Assets confirmed that Council and the provider have a profit sharing agreement and as such the audit of the financial statements is important.

The Committee referred to the Update on Service Review outcomes presentation that is scheduled for May 2024 and suggested the inclusion of the cemetery review.

The Committee suggested that volunteer management be considered for inclusion on the next review of the Internal Audit Plan.

DECISION

Following review and discussion, the Audit, Risk and Improvement Committee:

- i. noted Council's updated Assurance Map; and
- ii. raised the following actions:



Audit, Risk and Improvement Committee

- a. the inclusion of the cemetery review in the Update on Service Review outcomes presentation scheduled for the May 2024 presentation session; and
- b. that volunteer management be considered for inclusion on the next review of the Internal Audit Plan.

BUS16 INTERNAL AUDIT - Internal Audit Plan Status Update

RECOMMENDED

That the Audit, Risk and Improvement Committee note the internal audit plan status update.

DISCUSSION

The Internal Audit Coordinator provided a status update on the Internal Audit Plan advising that the Councillor Expenses and Facilities audit is nearing completion, three outsourced audits are underway and the Audit Recommendation Verification internal audit is in the planning stage.

The Committee asked when the next Local Government Internal Audit Network (LGIAN) survey will be conducted that will allow a comparison with other councils on the allocation of time spent on tasks. The Internal Audit Coordinator confirmed that this would be followed up with the LGIAN Executive.

DECISION

Following review and discussion, the Audit, Risk and Improvement Committee:

- i. noted the internal audit plan status update; and
- ii. raised the following action:
 - a. liaise with the Local Government Internal Audit Network on the timing of the next survey that will allow a comparison with other councils on the allocation of time spent on tasks.

BUS17 Checklist of Compliance with Committee Requirements

RECOMMENDED

That the Audit, Risk and Improvement Committee:

- i. note the Checklist of Compliance with the Audit, Risk and Improvement Committee Terms of Reference for the 2024 calendar year; and
- ii. select four presentations from the suggested list for inclusion in the presentations session to be scheduled for May 2024.

DISCUSSION

The Committee agreed on the following presentations for inclusion in the presentation session to be scheduled for May 2024:



Audit, Risk and Improvement Committee

- Directorate presentation on risk – Sport, Community and Activation;
- Update on Service Review outcomes;
- Leppington Program Update; and
- Asset Management Strategy and association Plans.

The Committee noted that the Senior Risk Advisor has only recently been appointed and requested that the following item in the Checklist of Compliance be moved to the end of 2024, *'whether the Council is providing the resources necessary to successfully implement its risk management framework'*.

DECISION

Following review and discussion, the Audit, Risk and Improvement Committee:

- noted the Checklist of Compliance with the Audit, Risk and Improvement Committee Terms of Reference for the 2024 calendar year;
- selected the following presentations for inclusion in the presentations session to be scheduled for May 2024:
 - Directorate presentation on risk – Sport, Community and Activation;
 - Update on Service Review outcomes;
 - Leppington Program Update; and
 - Asset Management Strategy and association Plans.
- raised the following action:
 - that *'whether the Council is providing the resources necessary to successfully implement its risk management framework'* be moved to the end of 2024.

BUS18 General Business

RECOMMENDED

That the Audit, Risk and Improvement Committee note any General Business items discussed.

DISCUSSION

Mr Barry Husking noted that he is no longer available for the financial statements meeting scheduled for 16 October 2024 and advised that he will send through details of when he is unavailable.

Mr Michael Quirk advised of a possible conflict for the 19 June 2024 Committee meeting and confirmed he will advise once known.

DECISION

Following review and discussion, the Audit, Risk and Improvement Committee:

- noted the General Business items discussed; and
- raised the following actions:



Audit, Risk and Improvement Committee

- a. Mr Barry Husking to send through details of when he is unavailable for October 2024.


Meeting Closed at 5.40pm.

Next Meeting:

The next meeting of the Audit, Risk and Improvement Committee will be held on 27 March 2024 at 3.00pm at Council's Administration Building, 70 Central Avenue, Oran Park.


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