

2018

ORDINARY BUSINESS PAPER

CAMPBELLTOWN CITY COUNCIL



12 June

COMMON ABBREVIATIONS

ACF	Animal Care Facility
AEP	Annual Exceedence Probability
AHD	Australian Height Datum
BASIX	Building Sustainability Index Scheme
BC	Building Certificate
BCA	Building Code of Australia
BPB	Buildings Professionals Board
CLEP	Campbelltown Local Environmental Plan
CBD	Central Business District
CPTED	Crime Prevention Through Environmental Design
CSG	Coal Seam Gas
DA	Development Application
DCP	Development Control Plan
DDA	Disability Discrimination Act 1992
DPE	Department of Planning and Environment
EIS	Environmental Impact Statement
EPA Act	<i>Environmental Planning and Assessment Act 1979</i>
EPA	Environmental Protection Authority
EPI	Environmental Planning Instrument
FA	NSW Food Authority
FPL	Flood Planning Level
FFTF	Fit for the Future
FSR	Floor Space Ratio
GRCCC	Georges River Combined Councils Committee
GSC	Greater Sydney Commission
HIS	Heritage Impact Statement
IDO	Interim Development Order
IHAP	Independent Hearing and Assessment Panel
IPR	Integrated Planning and Reporting
JRPP	Joint Regional Planning Panel
KPoM	Koala Plan of Management
LEC	Land and Environment Court
LEC Act	<i>Land and Environment Court Act 1979</i>
LEP	Local Environmental Plan
LEP 2002	Local Environmental Plan 2002
LGA	Local Government Area
LG Act	<i>Local Government Act 1993</i>
LPP	Local Planning Panel
LTFP	Long Term Financial Plan
MACROC	Macarthur Regional Organisation of Councils
MSB	Mine Subsidence Board
NGAA	National Growth Areas Alliance
NOPO	Notice of Proposed Order
NSWH	NSW Housing
OEH	Office of Environment and Heritage
OLG	Office of Local Government, Department of Premier and Cabinet
OSD	On-Site Detention
OWMS	Onsite Wastewater Management System
PCA	Principal Certifying Authority
PoM	Plan of Management
POEO Act	<i>Protection of the Environment Operations Act 1997</i>
PMF	Probable Maximum Flood
PN	Penalty Notice
PP	Planning Proposal
PPR	Planning Proposal Request
REF	Review of Environmental Factors
REP	Regional Environment Plan
RFS	NSW Rural Fire Service
RL	Reduced Levels
RMS	Roads and Maritime Services (incorporating previous Roads and Traffic Authority)
SEE	Statement of Environmental Effects
SEPP	State Environmental Planning Policy
SREP	Sydney Regional Environmental Plan
SSD	State Significant Development
STP	Sewerage Treatment Plant
TCP	Traffic Control Plan
TMP	Traffic Management Plan
TNSW	Transport for NSW
VMP	Vegetation Management Plan
VPA	Voluntary Planning Agreement
SECTION 149 CERTIFICATE - Certificate as to zoning and planning restrictions on properties	
SECTION 603 CERTIFICATE - Certificate as to Rates and Charges outstanding on a property	
SECTION 73 CERTIFICATE - Certificate from Sydney Water regarding Subdivision	



5 June 2018

You are hereby notified that the next Ordinary Council Meeting will be held at the Civic Centre, Campbelltown on Tuesday 12 June 2018 at 6.30pm.

Lindy Deitz
General Manager

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1. ACKNOWLEDGEMENT OF LAND

I would like to acknowledge the Traditional Custodians, the Dharawal people, whose Lands we are now meeting on. I would like to pay my respects to the Dharawal Elders, past and present and all other Aboriginal people who are here today.

2. APOLOGIES

Nil at time of print.

3. CONFIRMATION OF MINUTES

3.1 Minutes of the Ordinary Meeting of Council held 8 May 2018

Officer's Recommendation

That the Minutes of the Ordinary Meeting of Council held 8 May 2018, copies of which have been circulated to each Councillor, be taken as read and confirmed.

Report

That the Minutes of the Ordinary Meeting of Council held 8 May 2018 are presented to Council for confirmation.

Attachments

1. Minutes of the Ordinary Meeting of Council held 8 May 2018 (contained within this report)

CAMPBELLTOWN CITY COUNCIL

Minutes Summary

Ordinary Council Meeting held at 6.30pm on Tuesday, 8 May 2018.

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Minutes of the Ordinary Meeting of the Campbelltown City Council held on 8 May 2018

Present The Mayor, Councillor G Brticevic
 Councillor M Chivers
 Councillor M Chowdhury
 Councillor R George
 Councillor B Gilholme
 Councillor G Greiss
 Councillor K Hunt
 Councillor P Lake
 Councillor D Lound
 Councillor R Manoto
 Councillor B Moroney
 Councillor W Morrison
 Councillor M Oates
 Councillor B Thompson

1. ACKNOWLEDGEMENT OF LAND

An Acknowledgement of Land was presented by the Chairperson Councillor Brticevic.

Council Prayer

The Council Prayer was presented by the General Manager.

2. APOLOGIES

Nil

Note: Councillor T Rowell has been granted a leave of absence from Council incorporating all meetings until further notice.

3. CONFIRMATION OF MINUTES

3.1 Minutes of the Ordinary Meeting of Council held 10 April 2018

It was **Moved** Councillor Gilholme, **Seconded** Councillor Chowdhury:

That the Minutes of the Ordinary Meeting held 10 April 2018 copies of which have been circulated to each Councillor, be taken as read and confirmed.

080 The Motion on being Put was **CARRIED**.

4. DECLARATIONS OF INTEREST

Declarations of Interest were made in respect of the following items:

Pecuniary Interests - Nil

Non Pecuniary – Significant Interests - Nil

Non Pecuniary – Less than Significant Interests

Councillor Lound - Item 8.5 - NSW Asian Cup 2015 Legacy Fund - Round Two - Councillor Lound advised that he is the Chairperson of Macarthur Football Association.

Councillor Brticevic - Item 11.2 - Intersection of Campbelltown Road and Rose Payten Drive, Leumeah - Councillor Brticevic advised that he is an employee of the NSW Police Force.

Other Disclosures - Nil

5. MAYORAL MINUTE

Nil

6. PETITIONS

Nil

Meeting Note:

Notice of Motion - Item 11.1 - Proposed Legal Precinct in the Campbelltown CBD be brought forward and dealt with at this stage of the meeting.

It was **Moved** Councillor Lake, **Seconded** Councillor Lound:

That Notice of Motion Item 11.1 - Proposed Legal Precinct in the Campbelltown CBD be brought forward.

081 The Motion on being Put was **CARRIED**.

Meeting Note: Mr and Mrs Doyle addressed the meeting.

11.1 Proposed Legal Precinct in the Campbelltown CBD

It was **Moved** Councillor Lake, **Seconded** Councillor Lound:

That the General Manager and Mayor pursue, with the relevant Ministers (State and Federal) and Authorities such as the New South Wales Law Society, the establishment of the following:

- a. Federal Circuit Court in Campbelltown
- b. a major Justice Precinct in Campbelltown

-
- c. Support for the above be obtained from the three Federal and four State members within the Macarthur Region.

082 The Motion on being Put was **CARRIED**.

7. CORRESPONDENCE

7.1 Sister City Program - Coonamble

It was **Moved** Councillor Morrison, **Seconded** Councillor Chowdhury:

That the letter be received and the information be noted.

083 The Motion on being Put was **CARRIED**.

7.2 Transport Roads and Maritime Services - M31 Hume Motorway, Campbelltown

It was **Moved** Councillor Lake, **Seconded** Councillor Thompson:

That the letter be received and the information be noted.

084 The Motion on being Put was **CARRIED**.

8. REPORTS FROM OFFICERS

8.1 Quarterly Legal Status Report January to March 2018

It was **Moved** Councillor Oates, **Seconded** Councillor Lound:

That the information be noted.

085 The Motion on being Put was **CARRIED**.

8.2 Status of Applications

It was **Moved** Councillor Lound, **Seconded** Councillor Oates:

That the information be noted.

086 The Motion on being Put was **CARRIED**.

8.3 Election of Council delegate to the Traffic Committee

It was **Moved** Councillor Lound, **Seconded** Councillor Chowdhury:

That Councillor Hunt be appointed as the Council delegate to the Traffic Committee.

087 The Motion on being Put was **CARRIED**.

8.4 Election of Council delegate for the Floodplain Management Authorities of NSW and Floodplain Risk Management Committee

It was **Moved** Councillor Lake, **Seconded** Councillor Thompson:

That Councillor Morrison be appointed as the Council delegate to the Floodplain Management Authorities of NSW and the Floodplain Risk Management Committee.

088 The Motion on being Put was **CARRIED**.

8.5 NSW Asian Cup 2015 Legacy Fund - Round Two

It was **Moved** Councillor Hunt, **Seconded** Councillor Lake:

That Council note the application for the NSW Asian Cup Legacy Fund Round Two.

089 The Motion on being Put was **CARRIED**.

8.6 Request for Exclusive Use of The Gordon Fetterplace Aquatic Centre

It was **Moved** Councillor Lound, **Seconded** Councillor Oates:

1. That Council approve exclusive use of the Gordon Fetterplace Aquatic Centre for swimming carnivals as listed below:
 - i) Club carnival as requested by Campbelltown Amateur Swimming Club on 10 June 2018
 - ii) Club carnival as requested by Campbelltown Amateur Swimming Club in 29 July 2018
 - iii) Regional carnival for primary and high schools as requested by Sydney South West School Sports Association on 11 and 12 March 2019.
2. That Council notify affected swim school program customers upon enrolment.
3. That the swimming carnival dates be advertised by way of:
 - i) A large notice displayed in a prominent position at the entrance of each Council Leisure Centre
 - ii) Provision of informational leaflets at each Leisure Centre
 - iii) Notification on Councils website and social media page Facebook.

090 The Motion on being Put was **CARRIED**.

8.7 Outcome of the Public Exhibition for the Draft Library Strategic Plan: Connect Create Learn: Our Future is Limitless

It was **Moved** Councillor Chivers, **Seconded** Councillor Moroney:

1. That Council adopt the Campbelltown Library Strategic Plan: Connect Create Learn: Our Future is Limitless 2018-2038.
2. That Council write to all members of the Community Advisory Group (CAG) and thank them for their contribution in the development of the Campbelltown Library Strategic Plan.
3. That Council write to all individuals and organisations that provided feedback and thank them for their contribution in the development of Draft Library Strategic Plan.

091 The Motion on being Put was **CARRIED**.

8.8 Quarterly Budget Review Statement as at 31 March 2018

It was **Moved** Councillor Thompson, **Seconded** Councillor Morrison:

That the adjustments recommended in the Quarterly Budget Review Statement be adopted.

092 The Motion on being Put was **CARRIED**.

8.9 Investment and Revenue Report - March 2018

It was **Moved** Councillor Oates, **Seconded** Councillor Hunt:

That the information be noted.

093 The Motion on being Put was **CARRIED**.

8.10 Reports and Letters Requested

It was **Moved** Councillor Thompson, **Seconded** Councillor Chowdhury:

That the information be noted.

094 The Motion on being Put was **CARRIED**.

8.11 Draft 2018-2019 Operational Plan including the Draft Budget, Fees and Charges

It was **Moved** Councillor Lound, **Seconded** Councillor Hunt:

1. That the Draft 2018-2019 Operational Plan including the Draft Budget and Fees and Charges be placed on public exhibition for a period not less than 28 days.
2. That a further report be submitted to Council on the exhibition of the draft documents prior to consideration of the formal adoption of these documents.

095 The Motion on being Put was **CARRIED**.

9. QUESTIONS WITH NOTICE

9.1 Questions With Notice - Councillor Lake

1. Could the General Manager provide an update on the Community Recycling Centre Grant, which was received in February 2015 and the value of the Grant.

Answer:

Progress of the Community Recycling Centre project has been hindered due to various unforeseen circumstances identified on the site through the development assessment process. An alternate site is currently being investigated. The NSW Government is aware of the circumstances and is committed to upholding the \$287,000 grant funding initially committed to in 2015.

2. Could the General Manager give an update on the progress of "Enticing Google to establish their Headquarters in Campbelltown".

Answer:

The Director City Governance advised that Council has written a letter to Google in this regard and that Council is currently awaiting a response. The Director City Governance advised that he will follow up a response in the next few weeks.

10. RESCISSION MOTION

Nil

11. NOTICE OF MOTION

11.2 Intersection of Campbelltown Road and Rose Payten Drive, Leumeah

It was **Moved** Councillor Hunt, **Seconded** Councillor Chivers:

1. That Council make representations to RMS to undertake a road safety audit on the north, south and west approaches to and inclusive of the intersection of Campbelltown Road and Rose Payten Drive.
2. That Council write a letter of thanks to the State Member for Campbelltown, Mr Greg Warren MP to acknowledge and endorse his representations to the Minister for Roads, Maritime and Freight, and the Minister for Police to improve road safety at and in the vicinity of the intersection.

096 The Motion on being Put was **CARRIED**.

12. URGENT GENERAL BUSINESS

12.1 United for Macarthur: Update on the preparation of the A-League Bid

It was **Moved** Councillor Thompson, **Seconded** Councillor Hunt:

1. That Council note the progress of work associated with the United for Macarthur A-League Bid ahead of submission of an Expression of Interest to the Football Federation Australia on 24 May 2018.
2. That Council endorses the appointment of Mr Chris Redman, as an interim Director and Chairperson to the Distributing Cooperative under the Cooperatives National Law.
3. That Council sign the Memorandum of Understanding in relation to the A-League Team bid.

A Division was recorded in regard to the Resolution for Item 12.1 with those voting for the Motion being Councillors G Brticevic, M Oates, M Chowdhury, K Hunt, D Lound, R Manoto, B Gilholme, M Chivers, P Lake, W Morrison, B Thompson, G Greiss and R George.

Voting against the Resolution were Councillor B Moroney.

097 The Motion on being Put was **CARRIED**.

Amendment (Moroney/Morrison)

1. That Council note the progress of work associated with the United for Macarthur A-League Bid ahead of submission of an Expression of Interest to the Football Federation Australia on 24 May 2018.
2. That Council endorses the appointment of Mr Chris Redman, as an interim Director and Chairperson to the Distributing Cooperative under the Cooperatives National Law.
3. That Council sign the Memorandum of Understanding in relation to the A-League Team bid.
4. That Council thank Mr Lang Walker for his participation in the A-League Bid and his enthusiasm for sport in the Macarthur region, release him from his Ambassadorial role, and seek a new Business Ambassador who is not involved in the property or development industries.

LOST

A Division was recorded in regard to the Amendment for Item 12.1 with those voting for the Amendment being Councillor B Moroney.

Voting against the Amendment were Councillors G Brticevic, M Oates, M Chowdhury, K Hunt, D Lound, R Manoto, B Gilholme, M Chivers, P Lake, W Morrison, B Thompson, G Greiss and R George.

13. PRESENTATIONS BY COUNCILLORS

1. Councillor Thompson advised that he attended the 50 year celebration of the electrification of the rail and noted that it was a very special event and thanked all staff for their planning and hard work.
2. Councillor Morrison thanked the Director City Delivery and the Bush Management Officer for taking him out on a inspection with regards to the Bushfire Committee. Councillor Morrison noted that he understands why we have bushfire preventative measures in place and that it was good to see what Council does with regards to bush management. Councillor Morrison commended staff for their work.
3. Councillor Lake congratulated the Mayor for the success of the 50th anniversary celebrations for the electrification of the railway the same day that Campbelltown was officially declared a city. This celebration saw a red rattler roll in to town to a crowded platform as well as the Mayor wearing the Mayoral robe.
4. Councillor Chivers advised that she represented the Mayor at Bradbury Oval where together with Amanda Larkin from South Western Sydney Local Health District to sign the Growing Healthy Kids Charter. This was a great event that brought together young parents, multicultural community members as well as the Aboriginal community. Thank you to all relevant staff involved in organising this event.
5. Councillor Gilholme noted that it was an honour to be at the HJ Daley Library on the weekend for the Free Comic Book Day which included a Quidditch event which is increasing in popularity in our community. It was also great to see visitation numbers increasing at our Libraries. Councillor Gilholme thanked staff for their hard work.
6. Councillor Manoto advised that he recently attended the 10th anniversary for Harmony House. Harmony House aims to help community members on their path towards recovery from mental illness and ensure members have a secure and inclusive place to go.
7. Councillor Manoto advised that he recently represented the Mayor at the Phillipino community celebration for mothers.
8. Councillor Manoto advised that together with Councillor Chowdhury they attended the Coffee with a Cop initiative held this morning at Macarthur Square. This initiative provided an opportunity for community members to chat with local police officers in a relaxed environment.
9. Councillor Lound advised that it was a great honour to represent Council at the launch of the A-League Bid launch held at Campbelltown Stadium. Councillor Lound congratulated the Mayor, General Manager, Directors and staff for attending the event and all of their hard work.
10. Councillor Hunt advised that together with Councillors Chivers, Chowdhury, Gilholme, Lound, Oates she attended the South West Academy of Sport where many talented athletes have completed their successful program. Councillor Hunt noted that the South West Academy of Sport Annual Golf Day is being held on the 1 June and if any Councillors are interested in attending please let Councillor Hunt know.

11. Councillor Chowdhury advised that he recently represented the Mayor at the opening of the Sheer Fantasy exhibition curated by David Capra and the premier of Mountain at the Campbelltown Arts Centre.
12. Councillor Chowdhury advised that he recently attended the Minto Indoor Sports Centre to celebrate Bangladesh Independence Day with the Australian Bangladesh community. It was a great celebration attended by Dr Freeland MP and over 2000 people celebrating the event.
13. Councillor Chowdhury noted that the 15 May marks the start of Ramadan for local islamic people and wished everyone a happy Ramadan.
14. Councillor Oates advised that last Friday she attended the 50 year celebration of the electrification of the rail. It was great to see so many people in attendance and especially many that attended that were there as students in 1968, at this time there were only two schools in the Campbelltown area. We certainly saw history being celebrated and history being made. Councillor Oates congratulated the Director City Governance and staff for making this such a special event for our community and the Campbelltown Airds Historical Society for the morning tea held at Glenalvon House. Councillor Brticevic noted that he will write a letter of thanks for both events.
15. Councillor Greiss advised that he attended the recent Anzac Day events for the Ingleburn and Campbelltown Sub Branches. Councillor Greiss noted that both events were magnificent and that it was great to see all the kids come forward to sit on the grass which was a great initiative. Councillor Greiss congratulates staff and both sub branches for their hard work and efforts in organising the events. Councillor Brticevic noted that he will write a letter of thanks to both the Ingleburn and Campbelltown Sub Branches.
16. Councillor Thompson advised that the shed out the back of Glenalvon House was built by participants in the former skillshare program where students spent hours to build on the site and and it was a lot of hard work.

Confidentiality Recommendation

It was **Moved** Councillor Lound, **Seconded** Councillor George:

That the Council in accordance with Section 10A of the *Local Government Act 1993*, resolve to exclude the public from the meeting during discussions on the items in the Confidential Agenda, due to the confidential nature of the business and the Council's opinion that the public proceedings of the Committee would be prejudicial to the public interest.

098 The Motion on being Put was **CARRIED**.

The Ordinary Meeting of Council was adjourned at 8.25pm and reconvened as a meeting of the Confidential Committee at 8.26pm.

14. CONFIDENTIAL REPORTS FROM OFFICERS

14.1 2018 Campbelltown Heritage Medallion

It was **Moved** Councillor Oates, **Seconded** Councillor Chowdhury:

That Council award the 2018 Campbelltown Heritage Medallion as outlined in the report.

099 The Motion on being Put was **CARRIED**.

14.2 Campbelltown Sports Stadium: A-League Bid

It was **Moved** Councillor Gilholme, **Seconded** Councillor Lound:

1. That Council note the Distributing Co-operative governance structure proposed as part of the United for Macarthur A-League bid to the Football Federation of Australia.
2. That Council as a founding member of the Distributing Co-operative endorse the use of the Campbelltown Sports Stadium, for the purposes of the proposed new A-League Team, as outlined in the report.
3. That Council note benefits that have been identified as a result of the proposed A-League team for the stadium as well as the broader region.

100 The Motion on being Put was **CARRIED**.

14.3 Sale of Council Property

It was **Moved** Councillor Gilholme, **Seconded** Councillor Thompson:

That all documentation associated with the sale of 5 Annette Avenue, Ingleburn be executed under the Common Seal of Council.

A Division was recorded in regard to the Resolution for Item 14.3 with those voting for the Motion being Councillors G Brticevic, M Oates, M Chowdhury, K Hunt, D Lound, R Manoto, B Gilholme, M Chivers, P Lake, B Moroney, W Morrison, B Thompson, G Greiss and R George.

Voting against the Resolution were Nil.

CARRIED Unanimously

101 The Motion on being Put was **CARRIED**.

Motion

It was **Moved** Councillor Lound, **Seconded** Councillor Moroney:

That the Council in accordance with Section 10 of the *Local Government Act 1993*, move to re-open the meeting to the public.

102 The Motion on being Put was **CARRIED**.

At the conclusion of the meeting of the Confidential Committee the Open Council Meeting was reconvened at 8.52pm.

Motion

It was **Moved** Councillor Chivers, **Seconded** Councillor Morrison:

That the reports of the Confidential Committee and the recommendations contained therein be adopted.

103 The Motion on being Put was **CARRIED**.

There being no further business the meeting closed at 8.53pm.

Confirmed by Council on

..... General Manager Chairperson

4. DECLARATIONS OF INTEREST

Pecuniary Interests

Non Pecuniary – Significant Interests

Non Pecuniary – Less than Significant Interests

Other Disclosures

5. MAYORAL MINUTE

Nil

6. PETITIONS

Nil

7. CORRESPONDENCE

7.1 Mr Greg Warren MP - Re-imagining Campbelltown

Officer's Recommendation

That the letter be received and the information be noted.

Letter from Mr Greg Warren MP to the Hon. Gladys Berejiklian MP regarding the launch of Re-imagining Campbelltown.

Attachments

1. Correspondence from Mr Greg Warren MP to The Hon. Gladys Berejiklian MP - Re-imagining Campbelltown (contained within this report)



The Hon Gladys Berejiklian MP
Premier of New South Wales
GPO Box 5341
SYDNEY NSW 2001

COPY

Dear Premier,

As I am sure you would recall, Campbelltown City Council recently launched its 'Reimagining Campbelltown' strategy at NSW Parliament House. The launch event and the strategy more broadly have seen stakeholders, councillors and parliamentarians contribute, and I take this opportunity to acknowledge your support of the strategy at its launch.

As was discussed at the launch event, Council has partnered with key stakeholders and the broader community to map out a plan for Campbelltown's future, in the face of growth like nothing we have experienced before. Ultimately, the strategy is designed as a process of consultation to set the agenda and the perimeters of how we want Campbelltown to look in the future, and to determine the roles of the public and private sectors in realising that vision.

As I am sure you will agree, the NSW Government will play a pivotal and essential role in Campbelltown's future development and the level of success it experiences as a result of that development – particularly in terms of transport, roads, jobs, health, education and other key services. Importantly, all of these factors will be fundamental to the cultivation and success of a prosperous local economy that supports growth and a sustainable, liveable community.

Council's public consultation process concluded recently on 27 April. As part of this process, I have provided my own detailed feedback in the appropriate manner as a local ratepayer and elected representative. To that end, I now make the appropriate representations in my capacity as the Member for Campbelltown and request that you provide a response detailing the NSW Government's plans to support Campbelltown with the services and infrastructure required, as outlined in the above paragraph.

The strong commitment of the NSW Government to support Campbelltown through this period of immense change is vital, not just as the level of government responsible for delivering key services and infrastructure, but also as the Government that has developed an urban growth and renewal strategy in Campbelltown that will see hundreds of thousands of new residents thrust upon our region in the coming decades.

Office: Shop 3, 72 Queen Street, Campbelltown 2560 Mail: PO Box 895, Campbelltown 2560
Phone: (02) 4625 3344 Fax: (02) 4626 3640 Email: Campbelltown@parliament.nsw.gov.au
 facebook.com/GregWarrenCampbelltown  [@gregwarren_](https://twitter.com/@gregwarren_)

I want all of these new residents, and existing residents, to enjoy the brilliant quality of life that has made Campbelltown such a wonderful place to live, work and raise a family for many decades. This can only occur with the strong support of the NSW Government, backed up by the provision of vital services and infrastructure as discussed above.

I have attached a copy of Campbelltown City Council's draft Reimagining Campbelltown strategy for your reference, and I eagerly await your response detailing your Government's plans to support this strategy with the required services and infrastructure.

As a matter of courtesy, I have sent copies of this letter to the General Manager of Campbelltown City Council, all Councillors and the Federal Member for Macarthur Dr Mike Freeland MP.

Yours sincerely,

SIGNATURE HAS BEEN REMOVED

01 MAY 2018

CC:

Ms Lindy Deitz, General Manager, Campbelltown City Council

Clr George Britcevic, Mayor, Campbelltown City Council

Clr Meg Oates, Deputy Mayor, Campbelltown City Council

Clr Darcy Lound, Campbelltown City Councillor

Clr Margaret Chivers, Campbelltown City Councillor

Clr Rey Manoto, Campbelltown City Councillor

Clr Masood Chowdhury, Campbelltown City Councillor

Clr Karen Hunt, Campbelltown City Councillor

Clr Ben Gilholme, Campbelltown City Councillor

Clr George Greiss, Campbelltown City Councillor

Clr Ted Rowell, Campbelltown City Councillor

Clr Ralph George, Campbelltown City Councillor

Clr Paul Lake, Campbelltown City Councillor

Clr Bob Thompson, Campbelltown City Councillor

Clr Ben Moroney, Campbelltown City Councillor

Clr Warren Morrison, Campbelltown City Councillor

Dr Mike Freeland MP, Federal Member for Macarthur

Office: Shop 3, 72 Queen Street, Campbelltown 2560 **Mail:** PO Box 895, Campbelltown 2560

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f [facebook.com/GregWarrenCampbelltown](https://www.facebook.com/GregWarrenCampbelltown) **t** [@ugregwarren_](https://twitter.com/ugregwarren_)

7.2 Mr Greg Warren MP and the Hon. Anthony Roberts MP


Officer's Recommendation

That the letter be received and the information be noted.

Letter from Mr Greg Warren MP to the Hon. Anthony Roberts MP regarding barrier fence protection for wildlife with response from the Hon. Anthony Roberts MP.


Attachments

1. Letter from Mr Greg Warren MP to the Hon. Anthony Roberts MP and response.
(contained within this report)



Greg Warren MP

Member for Campbelltown



Ms Lindy Deitz
General Manager
Campbelltown City Council
PO Box 57
CAMPBELLTOWN NSW 2560

15MAY'18 07:53 RCVD

Dear Ms Deitz, *Lindy,*

I am writing to advise you that I have received a response from the Minister for Planning, the Hon. Anthony Roberts MP, to representations I made on your behalf.

The Minister advises that the Department of Planning and Environment is developing a land use and infrastructure implementation plan for Greater Macarthur to identify areas to be conserved, including habitat corridors.

Further, the Department is working with Roads and Maritime Services to design the upgrade Appin Rd between Ambarvale and Mount Gilead. The Minister states that these designs will incorporate a barrier fence to deter wildlife from entering residential areas and from accessing Appin Rd.

I draw attention to the term 'barrier fence' as opposed to flexi-fencing or inclusion fencing, as there is no indication that barrier fencing will perform the same duty that flexi or inclusion fencing provides.

I have included a copy of the Minister's response for your reference.

Thank you again for bringing this matter to my attention. If I can assist you with any other matter relating to the NSW Government, please do not hesitate to contact my office.

Yours sincerely,

SIGNATURE HAS BEEN REMOVED

Greg Warren MP
Member for Campbelltown
Encl. 14 MAY 2018

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Phone: (02) 4625 3344 **Fax:** (02) 4626 3640 **Email:** Campbelltown@parliament.nsw.gov.au
f [facebook.com/GregWarrenCampbelltown](https://www.facebook.com/GregWarrenCampbelltown) **t** [@gregwarren_](https://twitter.com/gregwarren_)

**Anthony Roberts MP**

Minister for Planning, Minister for Housing, Special Minister of State

COPY

MDPE18/732

Mr Greg Warren MP
Member for Campbelltown
PO Box 895
CAMPBELLTOWN NSW 2560

RECEIVED

11 MAY 2018

OFFICE OF
GREG WARREN MP

Dear Mr Warren,

Thank you for your letter about Campbelltown's koala population and measures proposed to protect it in the Greater Macarthur Growth Area.

I appreciate your concerns about how development in the growth area, particularly the Appin Road upgrade, may affect the koalas.

The Department of Planning and Environment is developing a land use and infrastructure implementation plan for Greater Macarthur that will identify areas to be conserved to protect the region's biodiversity, including habitat corridors.

The Department is also working with Roads and Maritime Services to design the upgrade of about four kilometres of Appin Road between Ambarvale and Mount Gilead. You will be pleased to hear these agencies propose, as part of the upgrade, to install a barrier fence to reduce the number of animals, including koalas, accessing Appin Road. This fence will also deter wildlife from entering residential areas where they could be exposed to harm.

The Department is also undertaking a biocertification assessment of growth areas in Western Sydney. As part of this work, Roads and Maritime is working with the Department on a regional approach to protecting and maintaining the Campbelltown and Wollondilly koala population.

I trust this information is helpful to you.

SIGNATURE HAS BEEN REMOVED

8 MAY 2018

Anthony Roberts MP
Minister for Planning
Minister for Housing
Special Minister of State

8. REPORTS FROM OFFICERS

8.1 Gilead Stage 1 – Biodiversity Certification Application and Outcome of Public Exhibition

Reporting Officer

Executive Manager Urban Release and Engagement
City Development

Community Strategic Plan

Objective	Strategy
2 Outcome Two: A Respected and Protected Natural Environment	2.5 - Plan for and ensure that development in our city is sustainable and resilient

Officer's Recommendation

1. That Council proceed with the Mt Gilead Biodiversity Certification Application by lodging the Response to Public Submissions Report and amended Mt Gilead Biodiversity Certification Assessment Report and Biocertification Strategy Report with the Office of Environment and Heritage.
2. That Council delegate authority to the General Manager to a) sign an amended Biodiversity Certification Application Form for submission to OEH with the above documentation and b) sign the Biodiversity Certification Agreement upon agreement of the Minister to confer biodiversity Certification on Lot 61 DP 752042, Part Lot 2 DP 1218887 and Lot 3 DP 121887, Appin Road, Gilead.

Purpose

The purpose of this report is to review submissions received in response to the exhibition of the Mt Gilead Biodiversity Certification Assessment Report and Biodiversity Certification Strategy and to recommend that Council proceed to seek endorsement from the Minister to confer Biodiversity Certification on the subject lands.

History

Council at its meeting held 22 November 2016, considered a report on the draft Mt Gilead Planning Proposal – Outcome of Public Exhibition and resolved in part to delegate authority to the General Manager to sign the application to the Minister for the Environment for the biodiversity certification of the Mt Gilead Urban Release Area.

The biodiversity certification application was signed by the General Manager on 30 August 2017 and submitted to the NSW Minister for the Environment who authorised public exhibition in accordance with S126N of the *Threatened Species Conservation Act 1995* (TSC).

The area subject to the biodiversity certification application was rezoned primarily for low density residential purposes (RE2 zone) on 8 September 2017 (attachment 1).

Report

The purpose of this report is to summarise issues raised in submissions to the public exhibition of the Mt Gilead Biodiversity Certification Application for Lot 61 DP 752042, Part Lot 2 DP 1218887 and Lot 3 DP 121887, Appin Road, Gilead and present a Response to Public Submissions Report and amended Mt Gilead Biodiversity Certification Assessment Report and Biocertification Strategy for Council's consideration.

The report seeks Council's endorsement to proceed with the Mt Gilead Biodiversity Certification Application as a final step in seeking to confer biodiversity certification to the subject land.

1. Biodiversity certification process

Biodiversity certification is a streamlined assessment process for areas earmarked for development. The process identifies areas that can be developed after they are certified and measures to offset the impacts of development. After biodiversity certification is conferred on an area, development may proceed without the usual requirement under the *Environmental Planning and Assessment Act 1979* for site-by-site threatened species assessment. This means that conservation outcomes are determined upfront as part of the strategic planning process and that Council does not need to negotiate such outcomes on a case by case basis.

Applications for biodiversity certification need to be accompanied by a biodiversity certification strategy and be prepared in accordance with the requirements of the biodiversity certification assessment methodology (BCAM). In this regard, as part of the rezoning process for Gilead (Stage 1) the landholders engaged Ecological Australia to prepare a biodiversity certification assessment report and biocertification strategy.

Under the BCAM, the impact of development and conservation measures on biodiversity values is quantified using biodiversity credits defined by each biometric vegetation type (ecosystem credits) and species credit species present. The methodology determines the number of credits that are required to offset the adverse impacts of development on existing biodiversity and the number of credits that can be generated by undertaking recognised conservation measures (as outlined in s126L of the TSC Act) that will improve biodiversity values within the identified biodiversity certification assessment area (BCAA).

When the number of credits created in the BCAA or alternately retrieved from outside of the BCAA is equal to, or exceeds the number required, the improve or maintain test described under BCAM is deemed to be satisfied, provided red flags have been avoided, or a red flag variation has been approved by the Director General of the Office of Environment and Heritage (OEH).

The BCAA considered as part of the Mt Gilead planning process has a total area of 208.89ha. In summary, the biodiversity certification application seeks to biodiversity certify 165.7ha (attachment 2) of which 10.79ha is mapped native vegetation (comprising the critically endangered ecological communities Shale Sandstone Transition Forest (STTF) and Cumberland Plain Woodland (CPW)) and threatened species habitat. In order to offset these impacts, the BCAM determined that 132 ecosystem credits are required (104 STTF credits and 28 CPW credits) and 284 species credits are required for the koala (the only species

credit species occurring on site). As 1.49ha of impacted vegetation is categorised as red flag areas under the BCAM, separate approval from the Director General of OEH for impacts on this vegetation will be required. As such a red flag variation request has been prepared as part of the Biodiversity Certification Assessment Report and Biocertification Strategy.

The application also proposes to permanently protect and manage 18.89ha as biobank sites, which will be Gazetted around the time of biodiversity certification (attachment 2). A further 3.61ha of lands will be conserved and managed, 2.67ha of which will generate credits and will be established as a biobank site at the time of transfer to Council, with the remaining area being a red flag vegetation conservation area buffer. It is proposed that enough funds will be allocated towards management of the biobank site to fund the in-perpetuity management of both the biobank site and its buffer.

Combined, the biobank sites will generate all of the required ecosystem credits (plus a surplus of credits which can be used to offset the impact of other development) and 133 of the required Koala credits leaving a deficit of 151 Koala credits. It is anticipated that the Koala credit deficit will be addressed by purchasing and retiring Koala credits from other biobank sites within the Campbelltown LGA.

Subject to the Director General's approval of the red flag variation request and purchase of 151 Koala credits, it is considered the proposal would meet and improve or maintain conservation outcome under the BCAM and be eligible for biodiversity certification. If the Minister for the Environment confers biodiversity certification, a biocertification agreement would need to be entered into by all of the affected parties (the current landowners, LendLease Communities (Mount Gilead (Pty Ltd), Council and the Minister for the Environment). This agreement would document required conservation measures, the proposed timing for each measure and the parties responsible for their delivery. This agreement is a legally binding document and would be registered on title of affected land.

2. Outcomes of the public exhibition

Application for the conferral of biodiversity certification on Lot 61 DP 752042, Part Lot 2 DP 1218887 and Lot 3 DP 121887, Appin Road, Gilead was placed on public exhibition from 12 December 2017 to 31 January 2018. Nineteen submissions were received within the exhibition period.

Eight broad issues were identified within the 19 submissions, of which five are deemed relevant to the biodiversity certification assessment and application. The remaining three issues are not directly related to the biodiversity certification process and relate to the previous rezoning process and the Greater Macarthur Land Release Investigation. In summary these issues relate to:

- the timing of the exhibition (which included the December school holiday period)
- report content
 - adequacy of report
 - lack of consideration of the findings of the South Campbelltown Koala Habitat Connectivity Study commissioned by Council
- bio certification process and method
 - complexity of exhibition documents
 - improve or maintain test
 - consultation with the Office of Environment and Heritage
 - expert reports for the koala
 - zoning of wildlife corridors

- critically endangered ecological communities
 - threats and cumulative impacts
 - offsets
 - impacts on red flags
- threatened species matters
 - koala (records, impacts to koala habitat and movement corridors, dog attack, chlamydia, road kill, need for a protection plan and the koala credit deficit)
 - grey-headed flying-fox
 - large-eared pied bat
 - swift parrot
 - Cumberland plain land snail
 - squirrel gliders
 - hollow-bearing trees
- planning issues (Greater Macarthur Growth Area, cumulative impacts of development, lack of infrastructure, previous DA refusal, management of rural lands)
- other site values (heritage values, heritage listing and agricultural values)
- other issues (water and air pollution, land tenure and political issues).

A detailed response to each of the broad issues raised is provided in a Response to Submissions Report which is provided attachment 3. In summary, following a review of the issues raised in the exhibition period, it is considered that the Biodiversity Certification Assessment Report and Strategy has appropriately followed the requirements of the BCAM. Minor amendments have been made to these documents to address some of the issues raised. As such the documents now:

- a) consider the findings of the South Campbelltown Koala Habitat Connectivity Study (and more recent Koala sightings of relevance to the area)
- b) provide additional information on the presence of threatened species in the locality
- c) include a commitment to purchase the koala credit deficit from biobank sites within the Campbelltown LGA
- d) include a commitment to reuse any tree hollows that are removed within areas of retained vegetation.

Since public exhibition, a number of other minor amendments have been made to the Biocertification Strategy as a result of changes to the boundaries of proposed biobank sites. Further, the strategy now includes a commitment to establish three biobank site areas instead of two. These amendments slightly decrease the development footprint and increase the number of credits generated within proposed biobank sites when compared to the credit calculations in the exhibited documents.

The amended Mt Gilead Biodiversity Certification Assessment Report and Biocertification Strategy are presented as attachment 4.

Should biodiversity certification be granted by the Minister, at least two of the biobank sites will be dedicated to Council at some point in the future. Council will receive annual payments from the Biodiversity Conservation Trust to cover ongoing management costs associated with these Biobank sites.

Conclusion

A biodiversity certification application and associated documentation has been prepared to provide a practical solution to balanced biodiversity conservation and development within

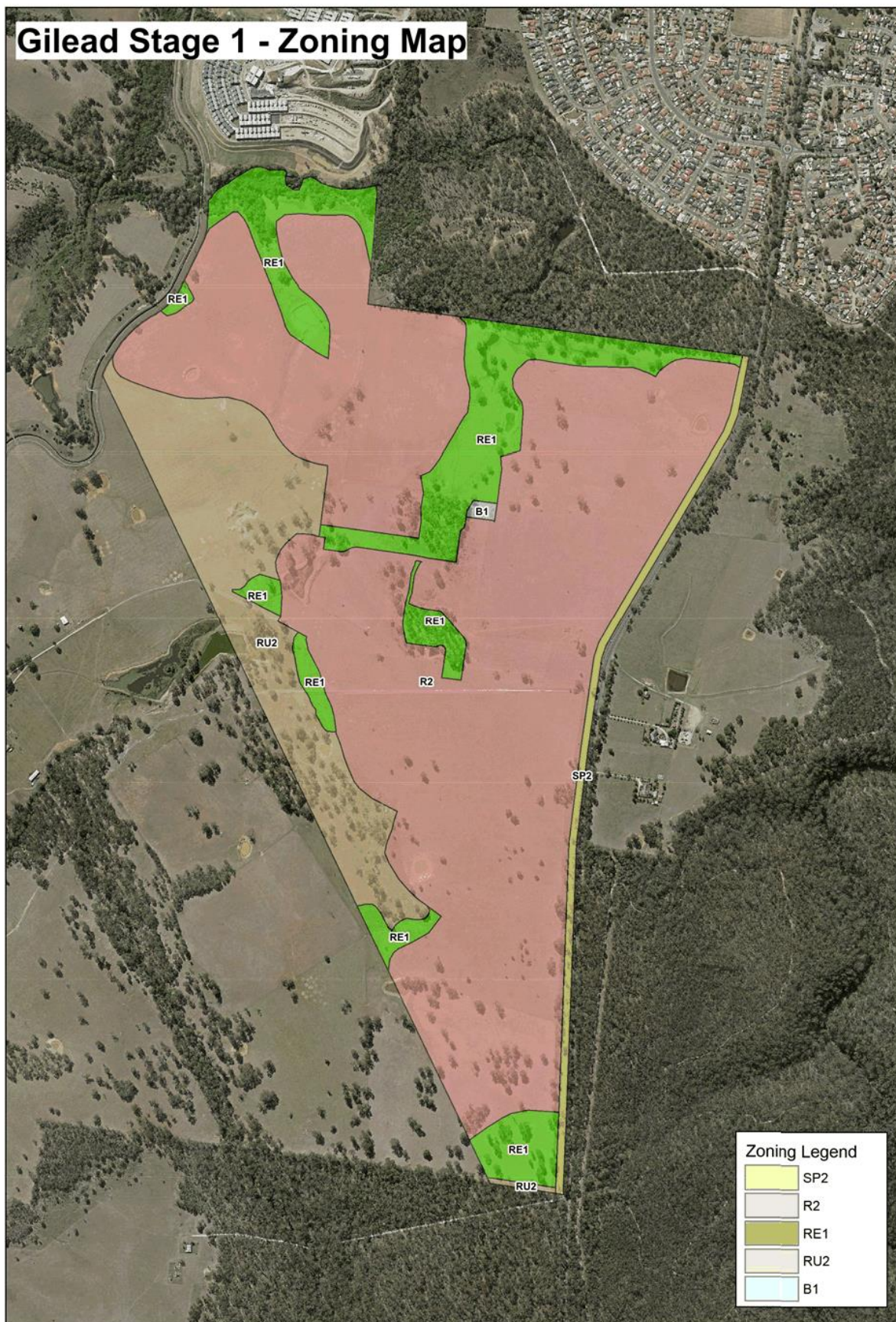
Gilead Stage 1. The application seeks to certify lands previously zoned for low density residential whilst permanently protecting and managing the identified conservation areas. Overall, the biocertification process is considered an appropriate mechanism to address competing development and conservation outcomes in Gilead Stage 1.

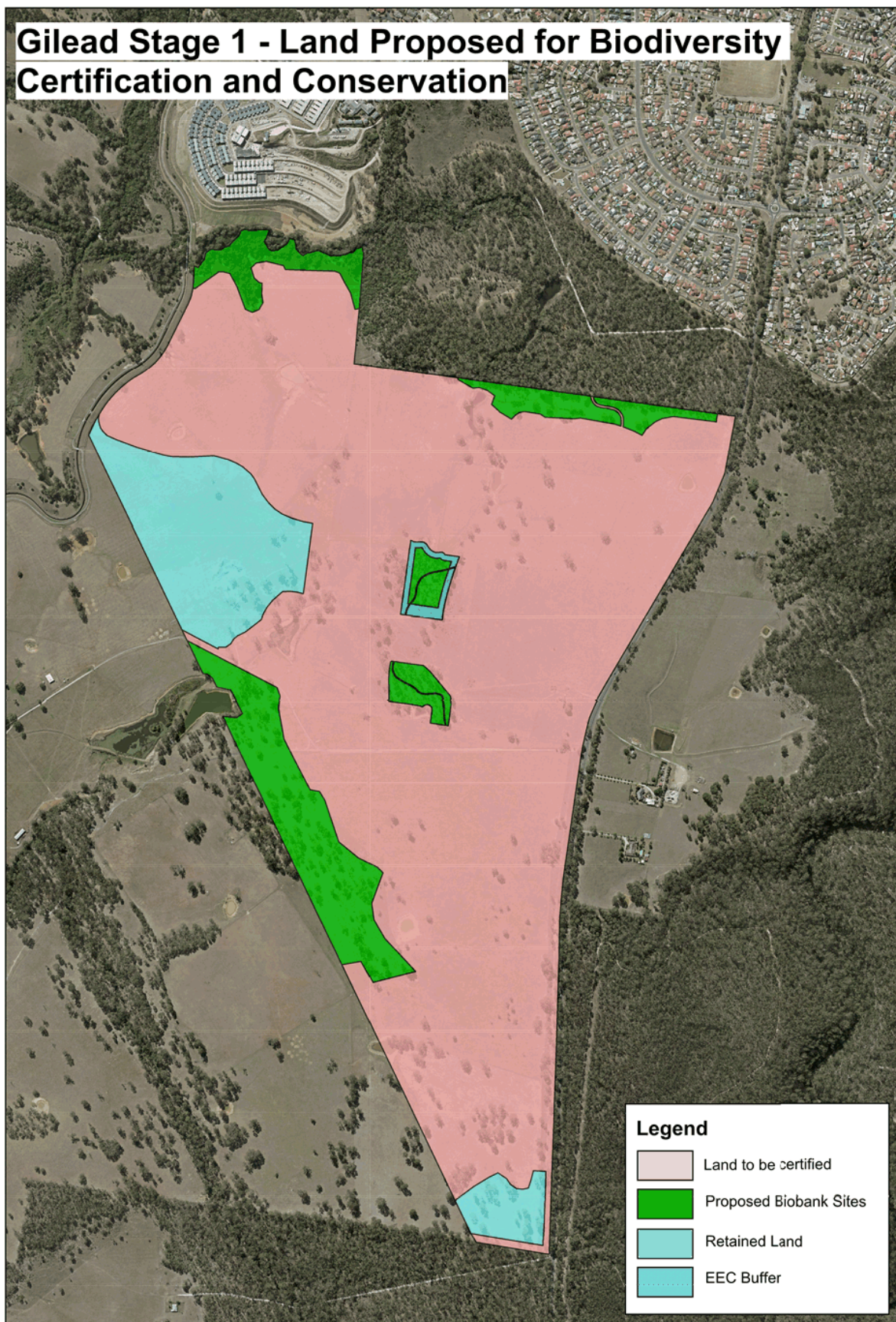
Following public exhibition of the biodiversity application documentation, a number of minor amendments have been made to the application. Given the relatively minor nature of the amendments, re-exhibition of the amended certification documentation is not required unless the Minister for the Environment otherwise directs.

Therefore, it is recommended that Council proceed with the Biodiversity Certification Application by delegating authority to the General Manager to a) sign and submit a revised Biodiversity Certification Application Form and associated documentation to the Office of Environment and Heritage and b) to sign the Biodiversity Certification Agreement once the Minister has resolved to confer biodiversity certification on the subject land (Lot DP 752042, Part Lot 2 DP 1218887 and Lot 3 DP 121887, Appin Road, Gilead).

Attachments

1. Stage 1 - Zoning Map (contained within this report)
2. Stage 1 - Land Proposed for Biodiversity Certification and Conservation (contained within this report)
3. Mt Gilead Biodiversity Certification Application: Responses to Submission Report (due to large size of attachment) - (distributed under separate cover)
4. Mt Gilead Biodiversity Certification Assessment Report and Biocertification Strategy (due to large size of attachment) - (distributed under separate cover)





8.2 Mount Gilead Voluntary Planning Agreement

Reporting Officer

Director City Development
City Development

Community Strategic Plan

Objective	Strategy
4 Outcome Four: A Successful City	4.3 - Responsibly manage growth and development, with respect for the environment, heritage and character of our city

Officer's Recommendation

1. That Council authorise the General Manager to execute the Voluntary Planning Agreement on behalf of Council.
2. That all submission authors be notified of Council's decision.

Purpose

To seek Council's endorsement to authorise the General Manager to execute the Voluntary Planning Agreement offered by Lendlease Communities (Mt Gilead) Pty Limited (Lendlease), Mount Gilead Pty Limited, and Mr Stefan Dzwonnik and Mrs Anne Dzwonnik, for the Mt Gilead release area.

History

Council at its Ordinary Meeting held 13 March 2018, resolved:

1. That Council endorse the draft Mt Gilead Voluntary Planning Agreement for the purpose of public exhibition in accordance with the provisions of the *Environmental Planning and Assessment Act 1979* and Regulations for a period of 28 days.
2. That all non-supportive submissions received during the public exhibition period be reported to Council. Where no non-supportive submissions are received for the draft Voluntary Planning Agreement, then Council's General Manager be authorised to execute that draft Voluntary Planning Agreement on behalf of Council.

The draft Mt Gilead Voluntary Planning Agreement and Explanatory Note, and supporting documents, were placed on public exhibition for a period of 28 days ending on 27 April 2018. The documents were accessible on Council's webpage and also available for review at the

ground floor of Council's Civic Centre during Council's ordinary office hours and HJ Daley Library, Hurley St, Campbelltown.

Council received a total of seven submissions during the public exhibition period. These submissions raised a number of issues which are outlined further in the report below.

Report

The Mt Gilead release area was rezoned for urban development in September 2017. Mt Gilead forms part of the greater Mt Gilead Precinct which provides for urban expansion within the southern portion of the Campbelltown Local Government Area.

A planning agreement was offered to Council by the land owners, Mt Gilead Pty Ltd and Mr S and Mrs A Dzwonnik, and the developer of the land, Lendlease, to provide the local infrastructure needed to support the new Mt Gilead community.

In accordance with the planning agreement obligations, Lendlease will deliver all local infrastructure requirements to accommodate the proposed 1,700 lots. The total value of infrastructure is \$56.2m and will consist of the following:

- **Open Space** (\$29.9m) – a new network of open space will provide a range of active and passive spaces, including several local parks and a recreational facility with turf playing fields, synthetic cricket pitch, amenities building, picnic/BBQ shelter and play area.
- **Community Facilities** (\$2.3m) – a multiple purpose community facility.
- **Road Network** (\$12.3m) – works will include upgrades to Appin Road, which serves as the main access point into the release area, and a collector road looping through the release area to provide a route for bus services.
- **Stormwater Management** (\$11.7m) – a water cycle management strategy will be utilised, consisting of a series of stormwater detention basins and bio-retention facilities to store and treat stormwater prior to discharge into the existing creek system.

These works will be delivered through future development applications and imposed as a condition of development consent. The draft VPA also establishes clear triggers throughout the staged development to ensure the required infrastructure is progressively constructed as needed by the new community.

In addition to the delivery of works under the VPA, a new Special Infrastructure Contribution (SIC) levy is under preparation by the Department of Planning and Environment (DP&E) that will cover the cost of regional road and transport infrastructure, regional open space and recreation, district cultural facilities, schools, emergency services and health facilities and environmental protection measures.

To ensure the early delivery of key road infrastructure, Lendlease is negotiating a Regional VPA with the NSW Government to upgrade Appin Road from the southern boundary of the site to the Fitzgibbon Road intersection. A concept design for the upgrade was completed in December 2017 and Review of Environmental Factors (REF) will be exhibited mid-year with works likely to commence shortly thereafter. This facility, in association with delivery of the local road network would facilitate good access to bus services for the first residents in Gilead.

Benefits of a Voluntary Planning Agreement

The *Environmental Planning and Assessment Act 1979* (the Act) and Environmental Planning and Assessment Regulations 2000 (the Regulations) provide Council with a number of options to require developers to provide the necessary local infrastructure (playing fields, parks, open space, collector roads, major drainage and associated facilities) to support new development.

Traditionally, local infrastructure has been provided via contribution plans under either Section 7.11 or 7.12 (formerly known as Section 94 or 94A, respectively) of the Act, where a levy proportional to the total value of community infrastructure required is applied to each parcel of land and paid to Council at the time of lodgement of the subdivision certificate. When sufficient funds are collected by Council during the life of the subdivision, the necessary local infrastructure is provided by Council.

The delivery of local infrastructure via this approach is dependent on the speed at which land is sold and can often lead to a lag in the provision of local facilities. There is also a considerable administrative and financial burden on Council in the management of contributions plans, as well as an inherent financial risk, where the development proceeds over a protracted timeframe.

Voluntary Planning Agreements provide an alternate framework to deliver local infrastructure and are ideal where there is one developer (such as Mt Gilead) for a specific urban release. A VPA is a voluntary agreement between a planning authority and a developer to provide land, a monetary contribution, other material public benefit or combination of these to be used for or applied towards a public purpose.

VPAs provide the following benefits:

- a) infrastructure is provided in a controlled fashion and progressively with each individual stage of the land release,
- b) economies of scale which supports greater provision of infrastructure, and
- c) administrative and financial costs for Council are reduced.

Submissions Received

During the public exhibition period, Council received a total of seven submissions. These submissions raised a number of issues which are outlined in Table 1 below.

Table 1: Issues raised during the public exhibition

Issue	Key Issues	Officers Response
Wildlife/Habitat Corridors	<p>Natural corridor not fully understood or ignored. The proposed corridors are inadequate particularly the northern East-West koala corridor (needs to be 425m)</p> <p>Need to expand buffer zones around proposed riparian and biodiversity corridors 'Stepping stone' vegetation insufficient for koala movement.</p> <p>Major degrading of Grey Box Eucalypt locally and across the Cumberland Plain</p>	<p>Although wildlife and habitat corridors, including the Council identified East-West corridor through Noorumba Reserve, are an important, these matters were considered as part of the rezoning of the site and adoption of land use zones and development controls.</p> <p>Similarly, the definition of wildlife corridors and the degradation of Grey Box Eucalypt in the Cumberland Plain is not a matter for consideration within a planning agreement.</p> <p>The purpose of the planning agreement is to secure a funding and delivery mechanism to provide the necessary local infrastructure to support the development of Mt Gilead in line with the adopted land use outcomes.</p>
Bio bank Sites	<p>Detention basins should be segregated from bio banking calculations.</p> <p>Bio bank sites should provide room for future tree growth to help strengthen wildlife corridor function.</p> <p>Site OS9 should be bio banked given its proximity to the wildlife corridor.</p>	<p>The calculation of biodiversity offsets and establishment of Biobanks are not matters for consideration in the planning agreement.</p> <p>The biobank calculations for the land, including the detention basins, have been completed in accordance with the OEH calculation methodology.</p> <p>OS9 was not identified as being subject to impacts as part of the rezoning of the site. Further, the existing vegetation was identified as low quality Grey Gum open forest. As no impacts are proposed for this area, no further protection is required.</p>
Land Use Zoning	<p>Retained vegetation needs to be zoned E2 Environmental Protection (Conservation). RE1 Public Recreation and RU2 Rural Landscape are inappropriate similarly for OS1 & OS2 bio bank sites</p>	<p>Zoning of land is not a matter for consideration in the planning agreement. The zoning of the extension to the Noorumba BioBank matches the existing Council reserve and adopted conservation outcomes. BioBanks are not required to be zoned in a specific regime as the agreements put specific requirements in place to restrict further development.</p> <p>The vegetation in the biobanks and conservation lands are protected under NSW government legislation and the biodiversity overlay in the LEP, rendering E2 zoning unnecessary.</p> <p>The purpose of the planning agreement is to secure a funding and delivery mechanism to provide the necessary local</p>

Issue	Key Issues	Officers Response
		infrastructure to support the development of Mt Gilead in line with the adopted land use outcomes.
Biodiversity Certification Timing	Concern with timing of VPA consultation relative to Biodiversity Certification.	<p>The exhibition of the Biodiversity Certification concluded on 31 January 2018.</p> <p>The planning agreement exhibition concluded on 27 April 2018.</p> <p>Appropriate time has been afforded to review and comment on both proposals. There is also no requirement for planning agreements and applications for Biodiversity Certification to be exhibited at the same time.</p>
Koalas/Animals	Concern with presence of koalas and their movement through the landscape and across Appin Road.	<p>The protection of koala communities and movement corridors are an important issue for Council and the community. As such, these matters were considered as part of the rezoning of the site. However, these matters are not a matter for consideration in the planning agreement.</p> <p>The Roads and Maritime Service (RMS) need to consider the koala movements as part of an Appin Road upgrades.</p>
Infrastructure Provision	Insufficient support, facilities and infrastructure (including Appin Road).	<p>The quantum of the infrastructure and land provided in the proposal is significantly greater than what would have been required under a Section 7.11 Contributions Plan, providing a more superior outcome for the community.</p> <p>Appin Road is a classified road and is controlled by the NSW Roads and Maritime Service (RMS). Lendlease, as the proposed developer, is pursuing its upgrade with State Government to ensure appropriate road infrastructure is provided to support the development of the site.</p>
Heritage	The heritage values of Mt Gilead, water channel and Beulah are ignored.	<p>There are no listed heritage items on the site.</p> <p>The heritage values of the site and surrounding items were considered as part of the rezoning of the site, and are not a matter for consideration in the planning agreement.</p>
Custodian Role	Custodianship role of land (over centuries) highlighted and repeal of the same.	<p>The subject site has been managed as a European landscape since the early 1800's.</p> <p>The conversion of the land into a proposed urban settlement has addressed adopted sustainability principles and had regard to appropriate Aboriginal heritage</p>

Issue	Key Issues	Officers Response
		conservation outcomes.
Housing Density Offset	There is a potential to increase housing densities to offset an increase in the ecological footprint within the release area.	The planning agreement makes provision for local infrastructure to support the anticipated 1,700 lots and associated dwellings. The development/conservation footprint has been determined during the zoning process.

As summarised above, the matters raised within submissions are not directly related to the planning agreement. These matters were considered during the planning proposal to rezone the precinct to allow urban development.

The purpose of the planning agreement is to secure a funding and delivery mechanism for the necessary local infrastructure to support the development of Mt Gilead precinct.

Statutory requirements

The Act and Regulations specify the legal requirements that must be met in order for a VPA to be developed, executed, implemented and monitored. Council staff and its solicitor are satisfied that the legal requirements governing the VPA have been met.

The Act and Regulations also impose further requirements on Council following the execution of a VPA including requirements to:

- a) provide the Minister with a copy of the agreement within 14 days after the agreement is executed
- b) include in its annual report, particulars of compliance with and the effect of the planning agreement during the year to which the report relates
- c) keep a planning agreement register.

Arrangements would be put in place to ensure compliance with the above legislative requirements following execution of the VPA.

Financial Implication

The proposal to enter into a VPA legally secures the provision of appropriate social and physical infrastructure, including community facilities, open space, roads, stormwater management facilities and land dedication at no initial cost to Council. The ongoing cost of maintenance for these facilities would be funded as part of Council's Asset Management Plan. In addition, where onsite conservation measures are proposed, a lump sum payment of \$718,200 is proposed (after the vegetation is brought to a maintainable standard) to meet the ongoing management cost of these areas to the standard required for biodiversity offsets.

Conclusion

Submissions received during the exhibition period identified matters that were considered during the planning proposal to rezone the precinct, and do not form part of the planning agreement. .

Council's solicitor has reviewed the VPA which is the subject of this report and has previously endorsed the agreement as being legally sound. The documents meet all legislative requirements and will provide the timely rollout of necessary local infrastructure to support the future community of Mt Gilead.

Therefore, it is recommended that Council endorse the draft VPA for execution without any amendments.

Attachments

1. Mount Gilead Voluntary Planning Agreement and Explanatory Note (contained within this report)

Environmental Planning and Assessment Regulation 2000

(Clause 25E)

EXPLANATORY NOTE**Mount Gilead 1 Planning Agreement**

The purpose of this Explanatory Note is to provide a summary of the proposed Mount Gilead 1 Planning Agreement (**Planning Agreement**) to support the notification of the Planning Agreement under s 7.4 of the *Environmental Planning and Assessment Act 1979* (**EP&A Act**).

This Explanatory Note has been prepared jointly by the parties as required by clause 25E of the *Environmental Planning and Assessment Regulation 2000* (**EP&A Regulation**).

Parties

The parties to the Planning Agreement are:

- 1 Campbelltown City Council (ABN 31 459 914 087) (**Council**)
- 2 Lendlease Communities (Mt Gilead) Pty Ltd (ACN 605 278 331) (**Developer**)
- 3 Mount Gilead Pty Ltd (ACN 008 400 189) whilst they maintain ownership of the land (**Landowner 1**)
- 4 Stefan and Anna Dzwonnik whilst they maintain ownership of the land (**Landowner 2**)

Land

The Planning Agreement applies to the following land within Council's local government area (**Land**):

- Lot 3 in DP 1218887 (currently owned by Landowner 1)
- Lot 61 in DP 752042 (currently owned by Landowner 2)

1 Introduction and background

The Land is situated within the suburb of Gilead and is wholly contained within the Campbelltown Local Government Area. The Developer has commercial agreements with Landowner 1 and Landowner 2 to acquire the Land.

The Land was rezoned for urban development in September 2017 by an amendment to *Campbelltown Local Environmental Plan 2015* (**LEP**). The LEP was amended by the Department of Planning and Environment again in November 2017 to correct specific clause references to the Land.

At completion, the development will provide approximately 1,700 residential lots on the Land, as well as associated roads, utilities, open space, recreation facilities, community facility, stormwater management network and conservation areas to rehabilitate and conserve existing vegetation. The provision of local infrastructure has been determined to meet the needs for the future community that will be generated by the creation of 1,700 residential lots.

The land will be the subject of a series of development applications to allow for the staged development of the Land. Each stage will be developed only after the Developer becomes the owner of the relevant part of the Land for that stage.

The proposed Planning Agreement will be the mechanism for the Developer to provide all of the onsite infrastructure, works and facilities required by the development.

2 Objectives of the Planning Agreement

The objective of the proposed Planning Agreement is to provide certainty and funding for the construction of local infrastructure and facilities to meet the needs of the future community generated by the Development and facilitate the dedication of land to Council.

3 Nature of the Planning Agreement

The proposed Planning Agreement is a planning agreement under s7.4 of the EP&A Act. It is a voluntary agreement, under which the Developer provides development contributions (as defined by clause 1.1 of the Planning Agreement) for various public purposes (as defined by s7.4 of the EP&A Act) to deliver the necessary local infrastructure required to support the development of the Land.

4 Effect of the Planning Agreement

The proposed Planning Agreement:

- Excludes the application of s7.11 and s7.12 of the EP&A Act to the Development. Subsequent development that increases yield from a single lot or single dwelling may be subject to the application of s7.11 and s7.12 of the EP&A Act.
- Is required to be registered on title of the Land until such time as the Developer owns the Land and development consents have been issued for the relevant stage and appropriate security for the relevant local infrastructure works to that stage has been provided to Council.
- Requires the Developer to provide development contributions through the dedication of land and completion of local infrastructure works including open space, community facility, ecological vegetation rehabilitation and conservation, collector road network and stormwater management network required to support 1,700 final lots and associated dwellings.
- Requires the Developer to make an additional development contribution, of \$50,000 per lot, for any additional final lots delivered in excess of 1,700 lots.
- Whilst Landowner 1 and Landowner 2 own the land, provides certainty for Council for the acquisition of land associated with local infrastructure works.
- Establishes design approval, completion, maintenance and defect correction regimes for the delivery of local infrastructure works.

5 Merits of the Planning Agreement

5.1 The promotion of the public interest

The proposed Planning Agreement promotes the public interest by promoting the objects of the EP&A Act as set out in s1.3(b), (c), (g) and (j) of the EP&A Act.

5.2 The promotion of Council's charter

The proposed Planning Agreement promotes key elements of Council's charter by:

- Providing local infrastructure, including open space, community facilities, transport and storm water management network infrastructure for the anticipated community generated by development of the land.
- Providing additional certainty for the rehabilitation and conservation of vegetation on the site identified in the Biodiversity Certification Agreements that will apply to the land.
- Ensuring local infrastructure provided by the Development under the Planning Agreement are transferred to, and managed by, Council.
- Providing an opportunity for the wider community to make submissions to Council in relation to the Planning Agreement.

5.3 The Planning Purposes served by the proposed Planning Agreement

The proposed Planning Agreement:

- Promotes and coordinates the orderly and economic use and development of the Land.
- Provides for, and coordinates, the delivery of public purposes and local infrastructure to meet the needs of the future community generated by the development.
- Supports the revegetation and conservation of vegetation identified in the Biodiversity Certification that will apply to the site in line with the principles of ecologically sustainable development

5.4 Conformity with Council's works program

Council's capital works program does not apply to the Land of the proposed Planning Agreement. The Planning Agreement provides certainty for the delivery of local infrastructure to meet the needs of the community anticipated to be generated by the development and avoids the need for Council to deliver capital works for the land.

5.5 Requirements to be complied with before a certificate is issued

Schedule 1 of the proposed Planning Agreement provides details on when development contributions in the form of land dedications, works or monetary contributions are required to be provided by the Developer.

Security is to be provided for relevant works triggered at a different stage of development prior to the issue of a Construction Certificate.

Development thresholds, defined by final lots, are identified for each local infrastructure land and works items. All open space, community and transport infrastructure works are to be completed within 12 months of the registration of the Subdivision Certificate for final lots that meet the relevant development threshold for these items.

Water quality and treatment basin items are to be completed in two stages following the registration of the Subdivision Certificate for final lots that meet the relevant development threshold. The states and development triggers are as follows:

- Stage 1, including the formation of the water quality and treatment, within 12 months of the registration of the Subdivision Certificate for final lots the meets the relevant development threshold for these items.
- Stage 2, including installation of bio-retention media and other final water quality measures within 12 months of completion of 80% of dwellings in the relevant catchment.

The development thresholds reflect the timing for actual demand for infrastructure that is generated not at Subdivision Certificate stage but in line with the occupation of new dwellings and increase in residential population over the Land.

Where in excess of 1,700 final lots are delivered, the Developer is to make a monetary contribution of \$50,000/final lot to Council prior to the issue of the Subdivision Certificate for those lots.

If the parties form the view that the lot threshold of 1,700 final lots will be exceeded and the monetary contribution is insufficient or greater than necessary to allow Council to meet the need for public services and amenities generated as a result of lot threshold being exceeded, either party may request a review of the monetary contribution.

Mount Gilead 1 Planning Agreement

Under s 7.4 of the Environmental Planning and Assessment Act 1979

Campbelltown City Council
Lendlease Communities (Mt Gilead) Pty Limited
Mount Gilead Pty Limited
Stefan Dzwonnik and Anna Dzwonnik

Dated:


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60 Carrington Street
SYDNEY NSW 2000
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DETAILS – Mount Gilead 1 Planning Agreement

Under s 7.4 of the Environmental Planning and Assessment Act 1979 (NSW)

Date:**Parties****(1) Campbelltown City Council (Council)**

ABN 31 459 914 087
Address Civic Centre
Cnr Queen and Broughton Streets
CAMPBELLTOWN NSW 2560
Fax ##
Attention ##

(2) Lendlease Communities (Mt Gilead) Pty Limited (Lendlease)

ABN ##
Address Level 14, Tower Three
International Towers Sydney, Exchange Place
300 Barangaroo Avenue
BARANGAROO NSW 2000
Fax ##
Attention ##

(3) Mount Gilead Pty Limited (Mt Gilead)

ABN ##
Address ##
Fax ##
Attention ##

(4) Stefan Dzwonnik and Anna Dzwonnik (Dzwonnik)

Address ##
Fax ##

Recitals

- A. The Developer wishes to carry out the Development on the Land.
- B. The Landowners are the owners of the Land as at the date of this Agreement.
- C. The Developer has entered into an agreement, or is otherwise associated with, the person who has sought the Instrument Change to enable the Development to be carried out.
- D. The Developer has offered to enter into a planning agreement and make Development Contributions in connection with the Instrument Change and the carrying out of the Development, in accordance with the terms and conditions of this Agreement.

Operative Parts

1. Defined terms and interpretation

1.1 Defined terms

The following definitions apply unless the context requires otherwise.

Accredited Certifier has the same meaning as in the Act.

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

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

Approval includes approval, consent, licence, permission or the like.

Authority means the Commonwealth of Australia, the State of New South Wales, or any department or agency of the Commonwealth of Australia or the State of New South Wales, any public authority within the meaning of the Act, and any court or tribunal.

Building Work has the same meaning as in the Act.

Claim against any person means any allegation, action, demand, cause of action, suit, proceeding, judgement, debt, damage, loss, cost, expense, or liability howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.

Complete means when an item of Work has been completed in accordance with this Agreement.

Completion Notice means a notice issued under this Agreement by the Developer to Council specifying an item of the Works that the Developer believes is Complete.

Contribution Value means:

- (a) in relation to an item of Work, the amount specified in **Schedule 1** as the "*Notional Value of Works*" for that item of Work as indexed at the time of a development application being lodged for that item in accordance with the Producer Price Index Number 3101 – Road and bridge construction New South Wales published by the Australian Bureau of Statistics; and;
- (b) in relation to an Item (or any part) comprising Land to be dedicated, the amount specified in **Schedule 1** as the "*Notional Value of Land*" for that Land.

Construction Certificate has the same meaning as in the Act.

Court means the Land and Environment Court of New South Wales.

Defect means a material defect that adversely affects the structural integrity, functionality or use or enjoyment of a Work or part of a Work.

Defects Liability Period has the meaning ascribed to it in clause 18.

Developer means Lendlease, or any other person undertaking the Development from time to time (which for the purpose of clarity may include one (1) or both of the Landowners).

Development the development of the Land:

- so as to create Final Lots;
- so as to construct the first single dwelling on any Final Lot created by the Developer; and
- for associated purposes including subdivision, community and commercial facilities, parks, open space and infrastructure,

which is permissible under both:

- the Campbelltown Local Environmental Plan 2015 as amended by the Instrument Change; and
- any Development Consent under the Act with respect to that development.

For the purpose of clarity, **Development** does not include the construction of any dwelling.

Development Application has the same meaning as in the Act.

Development Area means the area described as 'Land to which this VPA Applies' as shown on the Development Area Plan.

Development Area Plan means the plan contained in **Schedule 2**.

Development Consent means a development consent or project approval within the meaning of the Act.

Development Contribution means any of the following, or any combination of them, to be used for, or applied towards, a public purpose:

- a monetary contribution;
- the dedication of land free of cost;
- the carrying out of work; and
- the provision of any other material public benefit.

Encumbrance means:

- (1) an interest or power reserved in or over an interest in any asset;
- (2) an interest or power created or otherwise arising in or over any interest in any asset under any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, title retention, conditional sale agreement, hire or hire purchase agreement, option, restriction as to transfer, use or possession, easement, , restriction on the use of land or positive covenant , subordination to any right of any other person and any other encumbrance or security interest, trust or bill of sale; or

- (3) an interest or power by way of security for the payment of a debt or other monetary obligation or the performance of any obligation.

However, the parties agree that Encumbrance does not include a Biobanking agreement or similar instrument relating to the conservation of biodiversity or as otherwise agreed between the parties during approval of the design and specification under clause 13.

Encumber means to grant an Encumbrance.

Final Lot means a lot created as part of the Development, not including a strata lot, intended for separate occupation and disposition, not being:

- (a) a lot created by a subdivision of the Land that is to be dedicated or otherwise transferred to Council, the Minister or the RMS;
- (b) a Super Lot;
- (c) for community use, ecological restoration, drainage, open space, or infrastructure, or
- (d) that is to be dedicated or otherwise transferred for public use.

GST has the same meaning as the GST law.

GST law has the same meaning as in *A New Tax System (Goods and Services Tax) Act 1991* (Cth) and any other Act or regulation relating to the imposition or administration of the GST.

Independent Certifier means the independent Accredited Certifier nominated under clause 17, substantially qualified and experienced to certify the Work and having no current involvement with the project management, design and/or superintendency of the Work on behalf of the Developer.

Independent Verifier means the independent verifier nominated under clause 21, substantially qualified and experienced to certify the maintenance of the Work.

ISDP means the document titled Mount Gilead Infrastructure Services Delivery Plan prepared by GLN Planning and dated June 2016.

Instrument Change means the changes to the Campbelltown Local Environment Plan 2015 as provided for by:

- (a) Amendment No. 2 published on the legislation website on 8 September 2017; and
- (b) Amendment No. 6 published on the legislation website on 10 November 2017

Item means each separate Development Contribution specified in Column 1 of **Schedule 1**.

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

Land means land that is, or was prior to its subdivision, contained in Certificates of Title Folio Identifiers 3/1218887 and 61/752042.

Landowners means Mount Gilead Pty Limited, and Stefan Dzwonnik and Anna Dzwonnik, as well as any other person who owns any part of the Land from time to time.

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LRS means NSW Land Registry Services.

Maintenance Period has the meaning ascribed to it in clause 20.1(a)(ii).

Minister means the Minister administering the Act.

Monetary Contribution means the amount specified as the "*Monetary Contribution*" in **Schedule 1**.

Notional Value means the value identified in **Schedule 1** or if a plan of management has been prepared which assigns a value to the maintenance and management of a Work to be prepared for each item in Schedule 1, the amount specified in the plan of management..

Occupation Certificate has the same meaning as in the Act.

Open Space Work means any Work which **Schedule 1** indicates is for the public purpose of 'Open Space Infrastructure'.

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

Rectification Notice means a notice in writing that identifies a Defect in Work and requires rectification of the Defect within a specified period of time.

Registrar General means the Registrar General within the meaning of the *Real Property Act 1900* (NSW).

Regulation means the *Environmental Planning and Assessment Regulation 2000* (NSW).

Related Body Corporate has the meaning given to that term in the *Corporations Act 2001* (Cth).

RMS means Road and Maritime Services.

Security means a Bank Guarantee provided by a financial institution acceptable to Council or other form of security to the satisfaction of Council provided in accordance with clause 25.

Subdivision Certificate has the same meaning as in the Act.

Super Lot means a lot that forms part of the Development which, following the registration of a plan of subdivision, is intended for further subdivision to create Final Lots.

Tax means a tax, duty (including stamp duty and any other transaction duty), levy, impost, charge, fee (including a registration fee) together with all interest, penalties, fines and costs concerning them.

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

1.2 Interpretation

In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:

- (a) Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
- (b) A reference to a business day means a day, other than a Saturday or Sunday, on which banks are open for business generally in Sydney.

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- (c) If the day on which something is to be done under this Agreement is not a business day, then it must be done on the next business day.
- (d) A reference to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.
- (e) A reference in this Agreement to a \$ value relating to a Development Contribution is a reference to the value exclusive of GST.
- (f) A reference to any 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.
- (g) A reference to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- (h) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
- (i) A reference to a person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- (j) Where a word or phrase is given a defined meaning, another part of speech or other grammatical form for that word or phrase has a corresponding meaning.
- (k) The singular includes the plural, and the plural includes the singular.
- (l) References to the word 'include' or 'including' are to be construed without limitation.
- (m) A reference to a Party to this Agreement includes a reference to the Party's employees, agents and contractors, and the Party's successors and assigns and includes any third party undertaking the Development for or on behalf of, or in conjunction with the Party.
- (n) Any schedules, appendices and attachments form part of this Agreement.

2. Status of this Agreement

This Agreement is intended by the Parties to be a planning agreement within the meaning of s7.4(1) of the Act.

3. Commencement of this Agreement

- (a) This Agreement commences on the date on which it has been executed by all Parties.
- (b) The Party who executes this Agreement last is to insert the date that they executed this Agreement on the front page, and provide a copy of the fully executed and dated Agreement to any other person who is a Party.

4. Application of this Agreement

- (a) This Agreement applies to the Land and to the Development.
- (b) The Parties acknowledge that the Development Contributions required to be made under this Agreement are to meet the expected demand for public facilities arising from the Development.

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- (c) The Parties acknowledge and agree that if the Instrument Change is declared by a court to be invalid, the obligations on the Developer under this Agreement do not arise. If registration of this Agreement has occurred prior to the making of a declaration by a court that the Instrument Change is invalid, Council will do all things necessary to remove this Agreement from the title to the Land as quickly as practicable.

5. Part-performance of this Agreement

Council is not to raise any objection, requisition or claim, or impose any requirements beyond that provided for in this Agreement in relation to any obligation imposed on the Developer under this Agreement that had been performed, whether in whole or in part, on the date this Agreement commenced.

6. Further agreements relating to this Agreement

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

7. Application of s 7.11, s 7.12 and s 7.24 of the Act to the Development

- (a) This Agreement excludes the application of s 7.11 and s 7.12 of the Act to the Development.
- (b) This Agreement does not exclude the application of s 7.24 of the Act to the Development.
- (c) Section 7.11(6) of the Act does not apply to the Development Contributions that are to be provided under this Agreement.

8. Consultation Group

8.1 Formation

- (a) On the commencement of this Agreement, the Consultation Group will be formed.
- (b) The Consultation Group is to have four (4) members appointed as follows:
 - (i) two (2) members appointed by Council; and
 - (ii) two (2) members appointed by the Developer.
- (c) Each party is entitled, at any time, to replace a member appointed by it to the Consultation Group by giving notice in writing to the other party.

8.2 Role of the Consultation Group

The Consultation Group is to be a forum to allow Council and the Developer:

- (a) discuss the operation of this Agreement; and
- (b) serve notices in accordance with clause 8.3.

8.3 Notices

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Unless otherwise agreed between Council and the Developer, any notices provided by the Developer to Council under this Agreement:

- (a) are to be provided in writing at a meeting of the Consultation Group; and
- (b) will be treated as given or made on the date of any such meeting at which any such notice is provided.

8.4 Frequency of meetings

The Consultation Group will meet:

- (a) at the frequency determined by it from time to time; or
- (b) no earlier than seven (7) days, and no later than fourteen (14) days, after a written request for that meeting is made by email to any member of the Consultation Group appointed under clause 8.1.

9. Provision of Development Contributions

9.1 Obligation of Developer

- (a) The Developer must make Development Contributions to Council in accordance with this Agreement, in particular in accordance with **Schedule 1**, and otherwise to the satisfaction of Council acting reasonably.
- (b) **Schedule 1** has effect in relation to Development Contributions to be made by the Developer under this Agreement such that the Developer must:
 - (i) deliver the Items in Table 2 of Schedule 1 by the Open Space Infrastructure Development Triggers in Table 5 having regard to Table 3 and Table 4.
 - (ii) deliver Items in Table 6, Table 7 and Table 8 of Schedule 1 in accordance with the relevant Development Triggers in column 6 of each of Table 6, Table 7 and Table 8

9.2 Monetary Contribution

- (a) In accordance with Schedule 1, the Developer must make payment of the Monetary Contribution to Council for each Final Lot that is created as part of the Development in excess of seventeen hundred (1,700) Final Lots (**Lot Threshold**).
- (b) The parties acknowledge and agree that the value of the Monetary Contribution represents their best estimate of the per lot contribution that will be required to allow Council to meet the need for public services and amenities generated as a result of Lot Threshold being exceeded.
- (c) If the parties form the view that the Lot Threshold will be exceeded and the Monetary Contribution is insufficient or greater than necessary to allow Council to meet the need for public services and amenities generated as a result of Lot Threshold being exceeded, any party may request a review of the Monetary Contribution.
- (d) Despite clause 9.2(c), the Monetary Contribution will not be taken to be varied unless Council and the Developer, acting reasonably, agree in writing to the variation.

9.3 No limit created by Contribution Value

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- (a) A Contribution Value specified in relation to a Development Contribution other than a monetary Development Contribution does not define or limit the extent of the Developer's obligation in that regard.
- (b) Further to paragraph (a), the Developer is not entitled to any payment, credit or offset to the extent that any costs incurred by it in making a Development Contribution exceeds the relevant Contribution Value.
- (c) If the cost incurred by the Developer to properly perform an obligation to carry out Work or dedicate land is less than a Contribution Value specified in relation to the obligation, the Developer is not required to carry out further Work or dedicate further land or pay money to Council to make up the difference between the Contribution Value and the cost incurred by the Developer in performing the obligation.

9.4 Council's obligation to apply Development Contributions

Council is to apply each Development Contribution made by the Developer under this Agreement towards the public purpose for which it is made and otherwise in accordance with this Agreement.

9.5 Alternative method of providing items of Work by paying monetary Development Contribution

- (a) If Council consents, the Developer may satisfy its obligation under this Agreement to provide any or all of the Works by paying to Council the specified Contribution Value for any or all of the Works
- (b) If the Developer pays a monetary amount under paragraph (a), the relevant amount must be paid to Council by the time that the relevant item of Work was required to have been Completed under this Agreement.
- (c) Council must spend the monetary Development Contribution paid by the Developer under this clause 9.5 on services, infrastructure or facilities to be delivered, in order of precedence:
 - (i) on the Land; or
 - (ii) at a location outside the boundary of the Land but within Council's Local Government Area.
- (d) The Developer and the Landowner must give, or procure, reasonable access to Council to that part of the Land upon which the Works are to be carried out by Council for the purposes of carrying out the works contemplated by this clause 9.5.

9.6 Alternative method of providing Items of Work

- (a) If Council consents, the Developer may vary or replace any item of Works provided that:
 - (i) the Contribution Value of the varied or new item of Work is the same or greater than the Contribution Value of the original item of Work;
 - (ii) the varied or new item of Work contains the core elements for that item of the Works as identified in the ISDP;
 - (iii) the varied or new item of Work serves the same, or a similar, public purpose as the original item of Work;

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- (iv) the varied or new item of Work is provided at the same time as the original item of Work was required to have been provided under this Agreement; and
- (v) the varied or new item of Work complies with the requirements of any relevant Authority.

9.7 Alternative method of providing Monetary Contributions

- (a) If Council consents, the Developer may make any of the Monetary Contributions by the carrying out of works or the provision of services.
- (b) If the Developer carries out works or provides the services under paragraph (a):
 - (i) the Contribution Value of the works provided must be equal to or greater than the amount of the relevant Monetary Contribution; and
 - (ii) the works must be Completed no later than the time by which the Monetary Contribution was required to have been made under this Agreement.

10. Variation of scope or timing for provision of Development Contributions

10.1 Variation to the scope of a Development Contribution

- (a) The Developer may request that Council approve in writing a variation to the scope any item of Work.
- (b) For the purposes of determining whether to approve a variation under paragraph (a), Council may consider the content of the ISDP and whether the variation prejudices the provision of public services or public amenities for the Development.
- (c) The scope of a Development Contribution is not to be varied unless Council and the Developer, acting reasonably, agree in writing to the variation.
- (d) Council cannot withhold its consent to a variation of an item of Work if the variation does not result in a change to the matters identified as core elements for that Work in the ISDP.

10.2 Deferral of the timing of Completion of an item of the Works

- (a) Notwithstanding any other provision of this Agreement, if the Developer forms the view at any time, that:
 - (i) it is unable to Complete any item of the Works by the time specified in **Schedule 1**; or
 - (ii) it believes that there is a risk of damage to any item of the Works if they are delivered by the time required in **Schedule 1**,

(Deferred Works), then the Developer may seek Council's approval to defer the Completion of the relevant item of the Works by providing written notice to the Council:

 - (iii) identifying the relevant item of Work that the Developer proposes to defer;
 - (iv) specifying the reason for the request to defer the Completion of that item of the Works; and

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- (v) identifying the anticipated time for Completion of the relevant item of Work.
- (b) The Council, acting reasonably, must give the Developer a written notice within thirty (30) business days of the date upon which the Developer serves written notice upon Council in accordance with paragraph (a) stating:
 - (i) whether or not it consents to the deferral of the Deferred Works;
 - (ii) the revised date for Completion required by Council; and
 - (iii) any reasonable conditions Council requires with respect to the deferral (including any requirement for additional Security on account of that deferral, but only to the extent necessary to ensure that Council holds adequate security based on the then estimated cost to complete the relevant item of the Works).
- (c) If the Council consents to the deferral of the Deferred Works, then the following applies:
 - (i) The Developer must comply with any conditions required by Council under paragraph (b) above.
 - (ii) Provided the Developer satisfies those conditions, the Developer will not be considered to be in breach of this Agreement as a result of a failure to achieve Completion of the relevant Deferred Works by the time for Completion specified in this Agreement.
 - (iii) The time for completion of the Deferred Works under this Agreement is the revised date for Completion approved by Council.

11. Payment of monetary Development Contributions

A monetary Development Contribution is made for the purposes of this Agreement when Council receives the full amount of the contribution payable under this Agreement in cash or by unendorsed bank cheque or by the deposit by means of electronic funds transfer of cleared funds into a bank account nominated by Council.

12. Procedures relating to the dedication of Land

12.1 Works to be Completed prior to dedication

Council may refuse to accept the dedication of any part of the Land required to be dedicated by the Developer in accordance with this Agreement if any Works required to be carried out on that part of the Land under this Agreement have not been Completed at the time of dedication.

12.2 Dedication

A Development Contribution comprising the dedication of any part of the Land is made for the purposes of this Agreement when:

- (a) a deposited plan is registered in the register of plans held with the Registrar General that:
 - (i) dedicates the relevant part of the Land as a public road (including a temporary public road) under the *Roads Act 1993* (NSW), or

- (ii) 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* (NSW) that is effective to transfer the title to the relevant part of the Land to the Council when registered;
 - (ii) the Certificate of Title for the relevant part of the Land; and
 - (iii) any document in a form acceptable to Council, necessary to discharge or release any Encumbrance registered on the title to the relevant part of the Land excluding encumbrances that would not in the Council's opinion, acting reasonably, impede the intended use of all or any part of the Land to be dedicated to the Council including but not limited to easements and covenants for services and drainage.

13. Design and Specification of Work

- (a) Before commencing construction of any item of Work, the Developer is to submit to Council for its approval the detailed design and specification for the Work.
- (b) If, within sixty (60) days of the date of submission referred to in paragraph (a):
 - (i) Council notifies the Developer in writing of its approval of the design and specification, the Developer is to carry out and Complete the item of Work in accordance with that design and specification;
 - (ii) Council fails to notify the Developer in writing that it approves or does not approve of the design and specification or does not require the Developer to make modifications, Council is taken to have approved the design and specification of the item of Work and the Developer may carry out and Complete the Work in accordance with that design and specification; or
 - (iii) Council notifies the Developer in writing that it does not approve of the design and specification or requires the Developer to make modifications, the Developer may:
 - (A) amend the design and specification and submit to Council the amended design and specification, in which case the Developer must submit any such amended detailed design and specification to Council under paragraph (a); or
 - (B) if the Developer does not agree with the modifications requested by Council, refer the matter for expert determination or mediation under this Agreement.

14. Standard of construction of Work

Any Work that the Developer is required to carry out under this Agreement is to be carried out in accordance with:

- (a) this Agreement;
- (b) any further agreement entered into under clause 6;

- (c) any reasonable requirements and directions of Council notified in writing to the Developer before the Work is Completed for the purposes of this Agreement, that are not inconsistent with this Agreement or any Development Consent for the Development;
- (d) the requirements of any approval, consent, permission or licence issued by a relevant Authority;
- (e) any Australian standards and other laws applicable to the Work; and
- (f) in a proper and workmanlike manner, complying with current industry practice and standards relating to the Work.

15. Access for Works

- (a) The Developer and the Landowner must permit Council, its officers, employees, agents and contractors to enter the Land or any other land at any time, upon giving reasonable prior notice, to:
 - (i) inspect, examine or test any Work; or
 - (ii) remedy any breach by the Developer in carrying out a Work.
- (b) Where Council, its officers, employees, agents and contractors enter the Land for the purposes outlined within this clause, Council must abide by all reasonable WHS requirements of the Developer.

16. Protection of people and property

The Developer is to ensure to the extent reasonably practicable in carrying out any Work that:

- (a) all necessary measures are taken to protect people and property;
- (b) unnecessary interference with the passage of people and vehicles is avoided; and
- (c) nuisances and unreasonable noise and disturbances are prevented.

17. Completion of the Works

17.1 Developer to notify

The Developer must provide a Completion Notice to the Council within ten (10) Business Days of believing it has completed any item of the Works.

17.2 Inspection

The Council must inspect the Works set out in a Completion Notice within ten (10) Business Days of the receipt of the notice given under clause 17.1.

17.3 Council to notify

- (a) Within the earlier of:
 - (i) ten (10) Business Days of inspecting the item of the Works set out in a Completion Notice; and

- (ii) twenty (20) Business Days from the receipt of the relevant Completion Notice,

the Council must provide notice in writing to the Developer that the Works set out in the Completion Notice:

- (iii) have been Completed; or
- (iv) have not been Completed, in which case the notice must also detail:
 - (A) those aspects of the relevant item which have not been Completed; and
 - (B) the work the Council requires the Developer to carry out in order to rectify those deficiencies.

- (b) If the Council does not provide the Developer with notice in accordance with paragraph (a) the Works set out in the Completion Notice will be deemed to have been Completed on the date nominated in the Completion Notice.

- (c) Where the Council serves notice on the Developer pursuant to paragraph (a)(iv) the Developer must:

- (i) rectify the deficiencies in that item in accordance with that notice within three (3) months from the date it is issued by the Council unless otherwise agreed by the Council; or
- (ii) serve a notice on the Council that it disputes the matters set out in the notice. If the Developer serves notice on the Council in accordance with this paragraph (c)(ii) the dispute resolution provisions of this Agreement will apply.

17.4 Developer's further notification

- (a) Where the Developer rectifies the Works in accordance with clause 17.3(c)(i) it must serve upon the Council a new Completion Notice for the item of the Works it has rectified (**New Completion Notice**).
- (b) The provisions of this clause 17 apply to any New Completion Notice issued by the Developer.

18. Procedures relating to the rectification of defects

18.1 Definition of Defects Liability Period

In this clause 18 the following definitions apply:

- (a) **Building Works** has the same meaning as in the Act.
- (b) **Defects Liability Period** means:
 - (i) for an Open Space Work (other than a Building Work), or any Work in **Schedule 1** specified under "Transport Infrastructure" or "Water Quality and Treatment Basin Work" - twelve (12) months from the date the Work is Completed for the purposes of this Agreement; and
 - (ii) for Building Work – twelve (12) months from the date the Work is Completed for the purposes of this Agreement.

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18.2 Council may issue Rectification Notice

During the Defects Liability Period, Council may give to the Developer a Rectification Notice.

18.3 Developer must comply with Rectification Notice

The Developer must comply with a Rectification Notice at its own cost according to its terms and to the satisfaction of Council acting reasonably.

18.4 If the Developer fails to comply with a Rectification Notice

- (a) Council may enter upon the Land for the purpose of satisfying the Rectification Notice where the Developer has failed to comply with a Rectification Notice but only after giving the Developer not less than ten (10) Business Days written notice of its intention to do so.
- (b) If the Council elects to exercise the step-in rights granted to it under this clause paragraph (a) then:
 - (i) the Council may:
 - (A) enter upon any part of the Land that it requires access to in order to satisfy the obligations of the Developer in accordance with the Rectification Notice; and
 - (B) rectify the relevant Defects in accordance with the Rectification Notice; and
 - (ii) the Developer and the Landowner must not impede or interfere with the Council in undertaking that work.
- (c) Where Council exercises its step-in rights, all costs incurred by Council in rectifying the relevant Defects may be claimed by Council as a liquidated debt owed by the Developer.

18.5 End of the Defects Liability Period

- (a) By no later than ten (10) business days prior to the end of the Defects Liability Period:
 - (i) Council will undertake a final inspection of the Work; and
 - (ii) Council may either:
 - (A) by way of written notice to the Developer, confirm that the Work is acceptable to Council acting reasonably; or
 - (B) issue a Rectification Notice to the Developer if it identifies any part of the Work which is not acceptable to Council (acting reasonably).
- (b) If Council issues a Rectification Notice under paragraph (a)(ii)(B), the Developer must comply with the Rectification Notice at its own cost according to its terms and to the satisfaction of the Council acting reasonably.
- (c) Council may not issue a further Rectification Notice under clause 18.5 for any additional unacceptable parts of the Work that were not identified in the Rectification Notice issued under paragraph (a)(ii)(B).

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- (d) If Council does not issue a Rectification Notice within ten (10) business days after undertaking a final inspection of the Works under paragraph (a)(i), the Works will be deemed to be acceptable to Council.

19. Failure to carry out Work

19.1 Council may issue notice

- (a) If Council considers that the Developer is in breach of any obligation under this Agreement relating to the carrying out of any Work, including Work the subject of a Rectification Notice, Council may give the Developer a notice under this clause.
- (b) The notice may require the Developer to:
 - (i) rectify the breach to Council's satisfaction; and
 - (ii) immediately cease carrying out further work relating to the Work except to rectify the breach.
- (c) A notice given under clause 19.1(a) must allow the Developer not less than twenty eight (28) days (or such further period as Council considers reasonable in the circumstances) to rectify the breach.

19.2 Developer must comply

The Developer must comply with any notice issued by Council under clause 19.1

19.3 If Developer fails to comply

- (a) Without limiting any other rights Council has to enforce this Agreement, if the Developer does not comply with a notice given under clause 19.1(a) then Council may:
 - (i) call upon the Security referred to in clause 25;
 - (ii) carry out and Complete the Work the subject of the Developer's breach; and
 - (iii) in the event the costs reasonably incurred by Council in carrying out the Works cannot be met by the Security, the Developer must pay the difference to Council within twenty eight (28) days of receiving a written demand for such payment by Council.
- (b) Clauses 28 and 29 do not prevent a notice being given under clause 19.1(a), nor do they apply to such a notice or the circumstances relating to the giving of the notice. Any procedure commenced under clause 28 or clause 29 ceases to apply when such a notice is given.
- (c) For the purposes of clause 19.3(a), the costs which Council can recover include fees and charges incurred by Council, Council's employees, agents and contractors, and legal costs and expenses.

20. Maintenance and management of Works

20.1 Definitions

- (a) In this clause:

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- (i) **Hard Landscaping Work** means items such as paving, seating, buildings, signage, lighting, playground equipment, and any other landscaping work that is not a Soft Landscaping Work.
- (ii) **Maintenance Period** means:
 - (A) in respect of Hard Landscaping Work, a period of twelve (12) months commencing on the date the Work is Completed for the purpose of this Agreement;
 - (B) in respect of Soft Landscaping Work, a period of twelve (12) months commencing on the date the Work is Completed for the purpose of this Agreement; and
 - (C) in respect of Water Quality and Treatment Basin Work, a period of twelve (12) months commencing on the date the Work is Completed for the purpose of this Agreement.
- (iii) **Maintenance Compliance Certificate** means a written notice issued by Council in accordance with clause 20.3(d)(ii)(A) or an Independent Verifier in accordance with clause 20.3(i)(ii)(A).
- (iv) **Maintenance Standards** means the maintenance standards and performance criteria of what constitutes fair wear and tear for the Works during the Maintenance Period set out in any Plan of Management or draft Plan of Management relating to the Work or the land on which the Work is or is to be located.
- (v) **Plan of Management** means a plan of management within the meaning of s36 of the *Local Government Act 1993* (NSW).
- (vi) **Soft Landscaping Work** means any Work comprising the planting of vegetation and associated preparation of planting beds or growing medium, such as shrubs, groundcovers, mulch and grass.
- (vii) **Water Quality and Treatment Basin Work** means any work comprising landscaping of grasses, shrubs and/or trees with an underlying filter media installed as bio-retention basins, wetlands and/or swales.
 - (A) Stage 1 Works means any water quality and treatment basin works excluding:
 - (I) The upper 100mm of filter media
 - (II) Any work comprising landscaping of grasses, shrubs and/or trees
 - (III) But including the installation of geotextile fabric to the upper surface of the works.
 - (B) Stage 2 Works means any works comprising landscaping of grasses, shrubs and/or trees with an underlying filter media installed as bio-retention basins, wetlands and/or swales not installed as part of Stage 1 Works including to removal of geotextile fabrics installed as part of Stage 1 works.

20.2 **Developer must maintain**

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Subject to clause 20.6(a) and 20.6(b), the Developer must maintain each Hard Landscaping Work, Soft Landscaping Work and Water Quality and Treatment Basin Work during the Maintenance Period in accordance with:

- (a) any matters set out in clause 14;
- (b) any Plan of Management or draft Plan of Management relating to the Work or the land on which the Work is or is to be located; and
- (c) the Maintenance Standards.

20.3 Maintenance Compliance Certificate

- (a) The Developer may seek a Maintenance Compliance Certificate for a Work from either Council or an Independent Verifier.
- (b) If the Developer elects to appoint Council to issue the Maintenance Compliance Certificate:
 - (i) Council is to undertake an inspection of the Work the subject of the Maintenance Period;
 - (A) in respect of Hard Landscaping Work every three (3) months commencing on the date that the Work is completed for the purpose of this Agreement;
 - (B) in respect of Soft Landscaping Work, every six (6) months commencing on the date that the Work is completed for the purpose of the Agreement; and.
 - (C) in respect of Water Quality and Treatment Basin Works, every six (6) months commencing on the date that the Work is completed for the purpose of the Agreement.
- (c) After each inspection, Council is to provide written notice to the Developer advising whether the Work has been maintained and managed in accordance with clause 20.2.
- (d) By no later than ten (10) Business Days prior to the end of the Maintenance Period:
 - (i) Council will undertake a final inspection of the Work; and
 - (ii) Council may either:
 - (A) by way of written notice to the Developer, confirm that the Work has been maintained by the Developer in accordance with this clause 20; or
 - (B) issue a notice to the Developer if it identifies any part of the Work which has not been maintained by the Developer in accordance with this clause 20.
- (e) If Council issues a notice under clause 20(d)(ii)(B) the Developer must comply with that notice at its own cost.
- (f) Council may not issue a further notice under clause 20.3(d)(ii)(B) for any additional unacceptable parts of the Work that were not identified in the original notice issued under 20.3(d)(ii)(B).

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- (g) If the Developer elects to appoint an Independent Verifier to issue the Maintenance Compliance Certificate:
 - (i) Prior to the provision of an Occupation Certificate, the Developer is to give Council written notice of the details of the nominated Independent Verifier;
 - (ii) Within 20 Business Days' of notice provided in clause 20.3(g)(i) the Parties are to agree on the appointment of an Independent Verifier and in the event that the Parties cannot agree, then the Independent Verifier to be nominated by the Ecological Consultants Association of NSW for Water Quality and Treatment Basin Works and Australian Institute of Landscape Architects for Hard Landscaping Works and Soft Landscaping Works; and
 - (iii) The Independent Verifier is to undertake an inspection of the Work the subject of the Maintenance Period;
 - (A) in respect of Hard Landscaping Work every three (3) months commencing on the date that the Work is completed for the purpose of this Agreement; and
 - (B) in respect of Soft Landscaping Work, every six (6) months commencing on the date that the Work is completed for the purpose of the Agreement.
 - (C) in respect of Water Quality and Treatment Basin Works, every six (6) months commencing on the date that the Work is completed for the purpose of the Agreement.
- (h) After each inspection, the Independent Verifier is to provide written notice to each of the Parties advising whether the Work has been maintained and managed in accordance with clause 20.2.
- (i) By no later than ten (10) Business Days prior to the end of the Maintenance Period:
 - (i) the Independent Verifier will undertake a final inspection of the Work; and
 - (ii) the Independent Verifier may either:
 - (A) by way of written notice to the Developer, confirm that the Work has been maintained by the Developer in accordance with this clause 20; or
 - (B) issue a notice to the Developer if it identifies any part of the Work which has not been maintained by the Developer in accordance with this clause 20.
- (j) If the Independent Verifier issues a notice under clause 20.3(i)(ii)(B) the Developer must comply with that notice at its own cost.
- (k) The Independent Verifier may not issue a further notice under clause 20.3(i)(ii)(B) for any additional unacceptable parts of the Work that were not identified in the original notice issued under 20.3(i)(ii)(B).
- (l) If Council does not agree with the decision of the Independent Verifier referred to in clause 20.3(i)(ii)(A), then clause 28 applies.

- (m) For the purposes of this clause, maintenance includes repairing damage caused by vandalism to the Work (including replacement of plants due to vandalism) but does not include deterioration as a result solely of fair wear and tear.

20.4 Plan of Management

- (a) The Developer must:
 - (i) fund and prepare a draft Plan of Management for any part of the Land on which an Open Space Work is to be constructed; and
 - (ii) provide the draft Plan of Management to Council for Council's consideration not less than six (6) months prior to the time the Land the subject of the draft Plan of Management is required to be dedicated.
- (b) For the purposes of clause 20.4(a)(i), Council is to promptly provide the Developer with a template of a Plan of Management if requested by the Developer in writing.

20.5 No further claim against Developer

If the Developer has complied with its obligations under this clause, Council cannot make any Claim (other than a Claim arising from the negligence of the Developer or a breach of this Agreement by the Developer), objection or demand about the state or condition of a Work after the end the Maintenance Period for that Work, other than with respect to defects notified to Council in accordance with clause 19.1.

20.6 Developer may elect to pay Monetary Contribution

- (a) At the request of the Developer and provided that Council agrees, the Developer may satisfy any of its obligations in relation to the maintenance and management of the Works by paying the Notional Value assigned to the respective maintenance and management of the Work as a monetary Development Contribution.
- (b) Council agrees that if the Developer performs its obligations under this Agreement in relation to maintenance and management of a Work in accordance with clause 20.6(a), Council must hold the monetary Development Contribution for the purpose of the maintenance and management of the Work and apply the money towards that purpose.
- (c) The Developer must give, or procure, reasonable access to Council to that part of the Land upon which management and maintenance of the Work are to be carried out by Council in accordance with clause 20.6(a).
- (d) For the avoidance of doubt, if the Developer pays the Notional Value for the maintenance and management of the Work in lieu of carrying out the maintenance and management pursuant to clause 20.6(a), the Developer is not required to carry out the maintenance and management of the Work.

21. Works-as-executed-plan

No later than sixty (60) days after an Item comprising a Work is Completed in accordance with this Agreement, the Developer must submit to Council:

- (a) a full works-as-executed-plan for the Item; and
- (b) the technical or operation manual, specifications and warranties (if any) for any product that forms part of the Item comprising a Work.

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22. Hand-over of Works

- (a) Subject to anything to the contrary in this Agreement, Council accepts responsibility for a Work on the later of:
 - (i) the date when the Work is Completed for the purposes of this Agreement; or
 - (ii) if the Work is carried out on land which is to be dedicated to Council under this Agreement, the date of dedication of that land.
- (b) The Developer, at its own cost, is to repair and make good to the satisfaction of the Council (acting reasonably) any loss or damage to a Work from any cause whatsoever which occurs before the Work is Completed for the purposes of this Agreement.

23. Council may withhold Subdivision Certificate

- (a) The Developer may only make, or cause, suffer or permit the making of, an application for a Subdivision Certificate that creates a Final Lot in the Development if, at the date of the application, the Developer is not in breach of its obligation to make Development Contributions under this Agreement.
- (b) Council may withhold the issue of a Subdivision Certificate if, at the relevant time, the Developer is in breach of any obligation to make Development Contributions under this Agreement until such time as:
 - (i) the breach is rectified; or
 - (ii) Council calls upon the Security provided by the Developer in respect of the Development Contributions to which the breach relates.
- (c) Council may not withhold the issue of a Subdivision Certificate if the Developer has not met its obligations to maintain and manage works.

24. Security for the Dedication of Land**24.1 Council may acquire**

If the Developer does not dedicate the land required to be dedicated under this Agreement, or any part thereof, at the time at which it is required to be dedicated, the Landowner consents to Council compulsorily acquiring that land for compensation in the amount of \$1.00 without having to follow the pre-acquisition procedures under the Just Terms Act.

24.2 Agreement to acquire

Clause 24.1 constitutes an agreement for the purposes of section 30 of the Just Terms Act.

24.3 Additional comfort for Council

- (a) If, as a result of an acquisition referred to in clause 24.1, Council is required to pay compensation to any person other than the Developer or the Landowner, the Developer is to reimburse the Council for that amount upon a written request being made by Council.

- (b) The Developer indemnifies and keeps indemnified Council against all Claims made against Council as a result of any acquisition by Council of the whole or any part of the land that is required to be dedicated under this Agreement.
- (c) The Developer and the Landowner must promptly do all things necessary, and consent to the Council doing all things necessary, to give effect to this clause 24, including without limitation:
 - (i) signing any documents or forms;
 - (ii) giving land owner's consent for the lodgement of any Development Application;
 - (iii) producing certificates of title to the Registrar-General under the *Real Property Act 1900* (NSW); and
 - (iv) paying Council's costs arising from this clause 24.

25. Security for carrying out of Work

25.1 Provision of Security

Subject to paragraph 25.2, prior to the issue of a Construction Certificate for any stage of the Development where an item of Work must be Completed prior to the issue of a Subdivision Certificate with respect to that stage, Council must be given separate irrevocable and unconditional undertakings:

- (a) for the amount equivalent to the Contribution Value for the relevant item of Works (**Primary Security**); and
- (b) for an amount equivalent to ten (10%) of the Contribution Value for the relevant item of Works (**Defects Security**),

(collectively referred to as the **Security**).

25.2 Floating Security

The Developer may satisfy clause 25.1 by allowing Council to retain any Security previously provided under this Agreement, provided that Council holds Security in an amount no less than the aggregate required to be provided by the Developer under clause 25.1 at the relevant time.

25.3 Council may call on Security

If the Developer is indebted to Council under this Agreement, without limiting any other remedies available to it, may call on any Security provided to it.

25.4 Top up of Security

If Council calls on the Security, Council, by notice in writing to the Developer, may require the Developer to provide a further or replacement Security in an amount that, when added to any unused portion of any Security then held by Council, does not exceed the amount of the Security which Council is entitled to hold at that time under this Agreement.

25.5 Release of Primary Security

Unless:

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- (a) Council has made a demand against the Primary Security provided to it;
- (b) if applicable, the Development Contributions on account of which that Security was provided have not been provided;
- (c) at the relevant time the relevant item of Works to which the Primary Security relates has been Completed; or
- (d) at the relevant time the Developer has not remedied a breach of this Agreement that it has been given notice of by Council,

Council, upon a written request being made by the Developer, must return the Primary Security within ten (10) Business Days of such a request being made.

25.6 Release of Defects Security

Unless:

- (a) Council has made a demand against the Defects Security provided to it;
- (b) the relevant Defects Liability Period has not expired; or
- (c) at the relevant time the Developer has not remedied a breach of this Agreement that it has been given notice of by Council,

Council, upon a written request being made by the Developer, must return the Defects Security within ten (10) Business Days of such a request being made.

25.7 Indexation of value of Security value

The Developer must ensure that, on an annual basis from the date of commencement of this Agreement, that the Security then held by Council equals the indexed amount of the Contribution Values for the relevant Works for which Security is required to be held at that time.

26. Registration of this planning agreement

26.1 Obligation to register

- (a) The Parties agree that this Agreement will be registered on the title of the Land pursuant to section 93H of the Act.
- (b) The Landowners must:
 - (i) do all things necessary to allow the registration of this Agreement to occur under paragraph (a) against the title to the Land they respectively own; and
 - (ii) pay any reasonable costs incurred by the Council in undertaking that registration.

26.2 Partial discharge of agreement

- (a) For the avoidance of doubt the Parties agree that this Agreement is to be removed from the title to any part of the Land if the Developer gives Council a written notice requesting such removal and the Developer has complied with its obligations under this Agreement with respect to that part of the Land to which such notice relates.

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- (b) Further to paragraph (a) the Parties agree that this Agreement is to be removed from the title to a Super Lot if the Developer gives Council a written notice requesting such removal and:
 - (i) the Developer has provided Security under this Agreement with respect to any:
 - (A) items of Work required to be provided prior to the release of any Subdivision Certificate for the creation of Final Lots from that Super Lot; and
 - (B) Monetary Contribution determined by Council, acting reasonably, that will be required to be paid upon any subdivision of that Super Lot, or
 - (ii) the Developer has complied with its obligations under this Agreement with respect to that part of the Land to which such notice relates .
- (c) Upon receipt of a notice under this clause, Council will do all things necessary to remove this Agreement from the title to the Land specified in the notice as quickly as practicable if the party giving the notice has complied with its obligations under this Agreement with respect to that part of the Land to which such request relates.

27. Enforcement in court

- (a) The Parties may enforce this Agreement in any court of competent jurisdiction.
- (b) For the avoidance of doubt, nothing in this Agreement prevents:
 - (i) a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Agreement or any matter to which this Agreement relates; and/or
 - (ii) Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Agreement or any matter to which this Agreement relates.

28. Dispute resolution - expert determination

- (a) This clause applies to a dispute under this Agreement about a matter that can be determined by an appropriately qualified expert (**Expert Determination Dispute**).
- (b) Such a dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the dispute and requiring it to be determined by an appropriately qualified expert.
- (c) Within fourteen (14) days of the notice, the Parties are to meet to try to resolve the dispute.
- (d) If within a further twenty eight (28) days the dispute is not resolved, the dispute must be referred to the President of the NSW Law Society to appoint an expert to determine the dispute.
- (e) The expert determination binds the Parties, except in the case of the expert's fraud or misfeasance.

- (f) Each Party must bear its own costs arising from or in connection with the appointment of the expert and the expert determination.
- (g) If the Parties disagree over whether a dispute is properly an Expert Determination Dispute, then either Party may refer that issue to the Chief Executive Officer (CEO) of the professional body that represents persons with the relevant expertise, for a determination of that issue. The CEO's determination is final and binds the Parties.

29. Dispute resolution - mediation

- (a) This clause applies to any dispute under this Agreement other than a dispute to which clause 28 applies.
- (b) Such a dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the dispute.
- (c) The Parties are then to meet within fourteen (14) days of the notice to try to resolve the dispute.
- (d) If the dispute is not resolved within a further twenty eight (28) days, the Parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time, and must request the President of the Law Society, or the President's nominee, to select a mediator.
- (e) If the dispute is not resolved by mediation within a further twenty eight (28) days, or any longer period that may be needed to complete any mediation process which has been started, then the Parties may exercise their legal rights in relation to the dispute, including by taking legal proceedings in a court of competent jurisdiction in New South Wales.

30. Determination of this Agreement

30.1 Determination

This Agreement will determine upon each of the Developer satisfying all of their obligations imposed on them under this Agreement in full.

30.2 Agreement not to apply to Final Lots

- (a) The Parties acknowledge and agree that:
 - (i) the Developer intends to develop Final Lots, and associated infrastructure and facilities, on the Land;
 - (ii) it is the present intention of the Developer to develop the Land into one thousand seven hundred (1,700) Final Lots;
 - (iii) there will be further development on the Land after the creation of Final Lots by the Developer (for example, the construction of dwellings); and
 - (iv) multiple dwellings may be created on Final Lots created by the Developer as part of the Development (including the further subdivision of those Final Lots if permissible in the future).
- (b) It is the intention of the Parties that this Agreement only apply to the Development of the Land:

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- (i) by the Developer so as to create Final Lots, and associated infrastructure and facilities; and
- (ii) by the Developer, or any third party (if applicable), so as to construct the first single dwelling on a Final Lot,
- (c) On account of the matters referred to above, the parties agree that this Agreement no longer applies to any Final Lot upon:
 - (i) Council issuing a Subdivision Certificate to the Developer for a plan which, when registered, will create that Final Lot; and
 - (ii) upon the issue of an Occupation Certificate for the first single dwelling in respect of that Final Lot.
- (d) For the purpose of clarity, the Parties acknowledge and agree that the provisions of clause 7 cease to apply to any Final Lot with respect to which this Agreement ceases to apply under paragraph (c).

30.3 Consequences

Upon the determination of this Agreement the Council will do all things necessary to allow the Developer to remove this agreement from the title of the whole or any part of the Land as quickly as possible.

31. Assignment, sale of Land, etc

- (a) Unless the precondition specified in paragraph (b) is satisfied, the Developer or a Landowner must not:
 - (i) transfer the Land or any part of it, other than a Final Lot, to any person other than a Related Body Corporate, Council, the Minister or RMS; or
 - (ii) assign its rights or obligations under this Agreement, or novate this Agreement, to any person.
- (b) The precondition to be satisfied under paragraph (a) is that the Developer has, at no cost to Council, procured the execution by the person to whom the Developer or a Landowner proposes to sell or transfer the Land, or to whom the Developer's rights or obligations under this Agreement are to be assigned or novated (**Third Party**), of an agreement in favour of Council to the effect that the Third Party is bound as if a party to this Agreement.

32. Position of the Council

32.1 Consent authority

The parties acknowledge that the Council is a consent authority with statutory rights and obligations pursuant to the terms of the Legislation.

32.2 Agreement does not fetter discretion

This agreement is not intended to operate to fetter, in any unlawful manner:

- (a) the power of the Council to make any Law; or
- (b) the exercise by Council of any statutory power or discretion, (**Discretion**).

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32.3 Severance of provisions

- (a) No provision of this agreement is intended to, or does, constitute any unlawful fetter on any Discretion. If, contrary to the operation of this clause, any provision of this agreement is held by a court of competent jurisdiction to constitute an unlawful fetter on any Discretion, the parties agree:
 - (i) they will take all practical steps, including the execution of any further documents, to ensure the objective of this clause 32 is substantially satisfied; and
 - (ii) in the event that clause 32.3(a) cannot be achieved without giving rise to an unlawful fetter on a Discretion, the relevant provision is to be severed and the remainder of this agreement has full force and effect.
- (b) Where the Law permits the Council to contract out of a provision of that Law or gives the Council power to exercise a Discretion, then if the Council has in this agreement contracted out of a provision or exercised a Discretion under this agreement, then to that extent this agreement is not to be taken to be inconsistent with the Law.

32.4 No obligations

Nothing in this agreement will be deemed to impose any obligation on the Council to exercise any of its functions under the Act in relation to the Instrument Change, the Land or the Development.

33. Indemnity

Each Party indemnifies each other Party from and against all Claims that may be sustained, suffered, recovered or made against each other Party arising in connection with the performance of that Party's obligations under this Agreement except if, and to the extent that, the Claim arises because of the another Party's negligence or default.

34. Insurance

- (a) The Developer is to take out and keep current to the satisfaction of the Council the following insurances in relation to Work required to be carried out by the Developer under this Agreement, up until the time that the Work is taken to have been Completed in accordance with this Agreement:
 - (i) contract works insurance, noting 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,
 - (ii) public liability insurance for at least \$20,000,000.00 for a single occurrence which covers Council, the Developer and any subcontractor of the Developer, for liability to any third party,
 - (iii) workers compensation insurance as required by law, and
 - (iv) any other insurance required by law.
- (b) If the Developer fails to comply with clause 34.1(a), 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 Council as it deems appropriate, including:

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- (i) by calling upon any Security provided by the Developer to Council pursuant to clause 25; or
- (ii) recovery as a debt due in a court of competent jurisdiction.
- (c) 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 34.1(a).
- (d) Council acknowledges and agrees that the insurances required to be taken out and kept current by the Developer in accordance with this clause 34 may be novated to the Third Party.

35. Review of this Agreement

- (a) The Developer must provide Council with a report every three years detailing the performance of its obligations under this Agreement.
- (b) The report is to be:
 - (i) given no later than every three (3) years from the date on which this Agreement is entered into; and
 - (ii) in the form and addressing the matters the Council notifies to the Developer from time to time.
- (c) The Parties are to review this Agreement every three (3) years, and otherwise if either Party considers that any change of circumstance has occurred, or is imminent, that materially affects the operation of this Agreement.
- (d) For the purposes of clause 35.1(c), the relevant changes include any change to a law that restricts or prohibits, or enables Council or any other planning authority to restrict or prohibit, any aspect of the Development.
- (e) For the purposes of addressing any matter arising from a review of this Agreement referred to in clause 35.1(c), the Parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this Agreement.
- (f) If this Agreement becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties agree to do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Agreement is entered into.
- (g) A Party's failure to agree to take action requested by the other Party as a consequence of a review referred to in clause 35.1(c) is not a dispute for the purposes of clauses 28 and 29, and is not a breach of this Agreement.

36. Confidentiality

- (a) The terms of this Agreement are not confidential and this Agreement may be treated as a public document and exhibited or reported without restriction by any Party.
- (b) The Parties acknowledge that:
 - (i) confidential information may have been supplied to some or all of the Parties in the negotiations leading up to the making of this Agreement;

- (ii) the Parties may disclose to each other further confidential information in connection with the subject matter of this Agreement, and
- (iii) subject to clauses 36.1(c) and 36.1(d), each Party agrees:
 - (A) not to disclose any confidential information received before or after the making of this Agreement to any person without the prior written consent of the Party who supplied the confidential information; or
 - (B) to take all reasonable steps to ensure all confidential information received before or after the making of this Agreement is kept confidential and protected against unauthorised use and access.
- (c) A Party may disclose confidential information in the following circumstances:
 - (i) in order to comply with the law, or the requirements of any Authority; or
 - (ii) to any of their employees, consultants, advisers, financiers or contractors to whom it is considered necessary to disclose the information, if the employees, consultants, advisers, financiers or contractors undertake to keep the information confidential.
- (d) The obligations of confidentiality under this clause do not extend to information which is public knowledge other than as a result of a breach of this clause.

37. Notices

- (a) A notice, consent, information, application or request (**Notification**) that must or may be given or made to:
 - (i) Council under this Agreement, must only be given or made in accordance with clause 8.3; or
 - (ii) any other Party under this Agreement, must only be given or made if it is in writing and sent in one of the following ways:
 - (A) delivered or posted to that Party at its address set out in the Summary Sheet; or
 - (B) faxed to that Party at its fax number set out in the Summary Sheet; or
 - (C) emailed to that Party at its email address set out in the Summary Sheet.
- (b) A Party may change its address, fax number or email address by giving the other Party three (3) business days' notice of the change, in which case the new address, fax number or email address is treated as the address or number in the Summary Sheet.
- (c) A Notification is to be treated as given or made under paragraph (a)(ii) if it is:
 - (i) delivered, when it is left at the relevant address;
 - (ii) sent by post, two (2) business days after it is posted;

- (iii) sent by fax, as soon as the sender receives from the sender's fax machine a report of an error-free transmission to the correct fax number; or
- (iv) sent by email, and the sender does not receive a delivery failure message from the sender's internet service provider within a period of twenty four (24) hours of the email being sent.
- (d) If a Notification 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.

38. Approvals and consent

- (a) In this clause, a reference to an approval or consent does not include a reference to a Development Consent.
- (b) Except as otherwise set out in this Agreement, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this Agreement in that Party's absolute discretion and subject to any conditions determined by the Party.
- (c) A Party must give its reasons for giving or withholding consent or for giving consent subject to conditions.

39. Costs

The Developer is to pay Council's reasonable costs of preparing, negotiating, executing and stamping this Agreement and any document related to this Agreement.

40. Entire Agreement

- (a) This Agreement contains everything to which the Parties have agreed in relation to the matters it deals with.
- (b) No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Agreement was executed, except as permitted by law.

41. Further acts

Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to effect, perfect or complete this Agreement and all transactions incidental to it.

42. Governing law and jurisdiction

- (a) This Agreement is governed by the law of New South Wales.
- (b) The Parties submit to the non-exclusive jurisdiction of its courts, and are not to object to the exercise of jurisdiction by those courts on any basis.

43. Representations and warranties

The Parties represent and warrant that they have power to enter into this Agreement and to comply with their obligations under the Agreement, and that entry into this Agreement will not result in the breach of any law.

44. Severability

- (a) If a clause or part of a clause 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.
- (b) If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part of it is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

45. Modification

No modification of this Agreement has any effect unless it is in writing and signed by the Parties.

46. Waiver

- (a) A Party does not waive any of the other Party's obligation or breach of obligation merely by failing to do, or delaying in doing, something under this Agreement.
- (b) A waiver by a Party is effective only if it is in writing.
- (c) A written waiver by a Party is effective only in relation to the particular obligation or breach for which it is given. It is not to be taken as an implied waiver of any other obligation or breach, or as an implied waiver of that obligation or breach in relation to any other occasion.

47. GST

- (a) 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 for the Taxable Supply.

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.

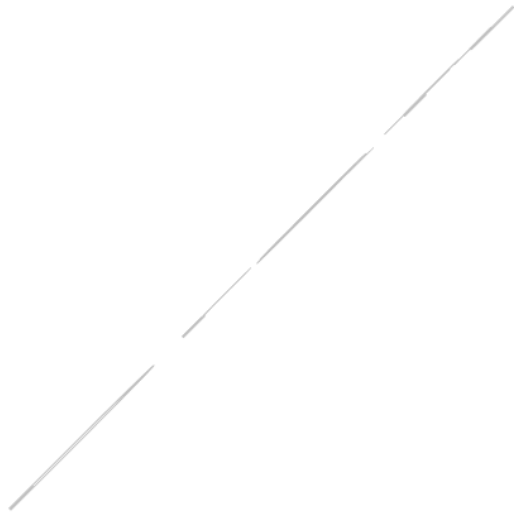
Input Tax Credit has the meaning given by the GST Law and a reference to an Input Tax Credit entitlement of a Party includes an Input Tax Credit for an acquisition made by that Party but to which another member of the same GST Group is entitled under the GST Law.

Taxable Supply has the meaning given by the GST Law, excluding (except where expressly agreed otherwise) a supply for which the supplier chooses to apply the Margin Scheme in working out the amount of GST on that supply.

- (b) Subject to clause 47.1(d), if GST is payable on a Taxable Supply made under, by reference to or in connection with this Agreement, the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.
- (c) Clause 47.1(b) does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Agreement to be GST inclusive.
- (d) No additional amount is payable by Council under clause 47.1(b) unless, and only to the extent that, 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.
- (e) If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Agreement by one Party to the other Party that are not subject to Division 82 of the A New Tax System (Goods and Services Tax) Act 1999, the Parties agree:
 - (i) to negotiate in good faith to agree the GST inclusive market value of those Supplies before issuing Tax Invoices for those Supplies; and
 - (ii) that any amounts payable by the Parties in accordance with clause (as limited by clause 47.1(d) (as limited by clause 47(d)) to each other for those Supplies will be set off against each other to the extent that they are equivalent in amount.
- (f) No payment of any amount under this clause 47, and no payment of the GST Amount where the Consideration for the Taxable Supply is expressly agreed to be GST inclusive, is required until the supplier has provided the recipient with a Tax Invoice or Adjustment Note as the case may be.
- (g) 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.
- (h) This clause continues to apply after expiration or termination of this Agreement.

Schedule 1– Development Contributions (Clause 1.1)

[TO BE INSERTED SEPARATELY]



MOUNT GILEAD 1 – MDP LANDS VPA SCHEDULE

SCHEDULE 1 – VPA MONETARY CONTRIBUTIONS, LAND DEDICATIONS, WORKS, COSTS & TIMING

TABLE 1 - MONETARY CONTRIBUTIONS

ITEM	PROPOSED SCOPE OF WORKS	DEVELOPMENT TRIGGER TYPE	MONETARY CONTRIBUTION	DEVELOPMENT TRIGGER
MC	Payment of a monetary contribution for local infrastructure, including both land and works, for development in excess of 1,700 Final Lots	Lot Development	\$50,000 Per Final Lot	Prior to the issue of a Subdivision Certificate creating any additional Final Lot in excess of 1,700

TABLE 2 - OPEN SPACE INFRASTRUCTURE

ITEM	PROPOSED SCOPE OF WORKS	OPEN SPACE HIERARCHY	NOTIONAL VALUE OF WORKS	NOTIONAL VALUE OF LAND
OS1	Facilities comprising elements from the following:	Environmental EL	Landscape works \$1,180,841	Park land \$1,050,950
	• Passive Open Space – 7.01ha of land			
	• Revegetation works to 3.52ha as per OEH Biobanking Agreement			
	• Landscaping and planting to remainder (excluding drainage facilities)			
	• Post and cable fencing			
OS2	Facilities comprising elements from the following:	Passive Recreation PR	Landscape works \$1,272,901	Park land \$1,256,835
	• Passive and Active Open Space – 8.38ha of land			
	• Revegetation works to 4.29ha as per OEH Biobanking Agreement			
	• Landscaping and planting to remainder (excluding drainage facilities)			
	• Post and cable fencing			
OS3	Facilities comprising elements from the following:	Active Recreation AR 1	Landscape works \$7,197,525	Park land \$3,337,070
	• Passive and Active Open Space and Recreation – 2.90ha of land		Public art \$50,000	
	• 1 x Turf playing field including – Picket fence, irrigation & lighting			
	• 1 x Synthetic Cricket Pitch			
	• 1 x Amenities Building (see CF2 for details)			

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MOUNT GILEAD 1 – MDP LANDS VPA SCHEDULE

ITEM	PROPOSED SCOPE OF WORKS	OPEN SPACE HIERARCHY	NOTIONAL VALUE OF WORKS	NOTIONAL VALUE OF LAND
	• 1 x Picnic / BBQ shelter			
	• 1 x Play area			
	• Public artwork			
	• Parking for up to 62 spaces (including on street parking)			
	• Associated seating, exercise equipment, waste bins, water refill stations, pathways, signage, structures and landscaping (excluding drainage facilities)			
OS4 and OS7	Facilities comprising elements from the following:	Environmental EL	Landscape works \$739,746	OS4 Park land \$2,126,005
	• Passive Open Space – 3.51ha of land			OS7 Park land \$1,913,140
	• Bushland revegetation and associated pathway and signage			
	• Post and cable fencing			
	Facilities comprising elements from the following:	Passive Recreation PR	Landscape works \$267,718	Park land \$249,090
OS5	• Passive and Active Open Space and Recreation – 0.217ha of land			
	• Informal kick around area			
	• Landscaping and tree planting (excluding drainage infrastructure)			
	• Associated pathway, bench seating and signage			
	Facilities comprising elements from the following:	Passive Recreation PR	Landscape works \$230,514	Park land \$214,475
OS6	• Active Open Space and Recreation – 0.19ha of land			
	• Half road frontage – 0.07ha of land			
	• Landscaping and tree planting			
	• Associated pathway			
	Facilities comprising elements from the following:	Passive Recreation PR	Landscape works \$205,300	Park land \$191,015
OS8	• Passive Open Space – 0.17ha of land			
	• Bushland revegetation and associated pathway and signage			

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MOUNT GILEAD 1 – MDP LANDS VPA SCHEDULE

ITEM	PROPOSED SCOPE OF WORKS	OPEN SPACE HIERARCHY	NOTIONAL VALUE OF WORKS	NOTIONAL VALUE OF LAND
	<ul style="list-style-type: none"> Post and cable fencing Associated pathway, bench seating and signage 			
OS9	Facilities comprising elements from the following:	Active Recreation AR2	Landscape works \$3,960,688	Park land \$3,685,060
	<ul style="list-style-type: none"> Active Open Space and Recreation – 3.20ha of land 			
	<ul style="list-style-type: none"> Bushland revegetation 			
	<ul style="list-style-type: none"> Post and cable fencing 			
	<ul style="list-style-type: none"> Associated pathway and bench seating 			
OS10	Facilities comprising elements from the following:	Active Recreation AR2	Landscape works \$726,274	Park land \$88,140
	<ul style="list-style-type: none"> Passive and Active Open Space and Recreation – 0.598ha of land 			
	<ul style="list-style-type: none"> Bushland revegetation and landscaping 			
	<ul style="list-style-type: none"> Informal kick around area 			
	<ul style="list-style-type: none"> 1 x Play area 			
	<ul style="list-style-type: none"> Post and cable fencing Associated seating, exercise equipment, waste bins, water refill stations, pathways, signage, structures and feature boulders 			

TABLE 3

OPEN SPACE REFERENCE	OPEN SPACE HIERARCHY
OS1	EL
OS2	PR
OS3	AR 1
OS4	EL
OS5	PR
OS6	PR
OS7	EL
OS8	PR
OS9	AR 2
OS10	AR 2

TABLE 4

OPEN SPACE HIERARCHY	CODE
ENVIRONMENT LANDS	EL
PASSIVE RECREATION	PR
ACTIVE RECREATION -DISTRICT LEVEL	AR2
ACTIVE RECREATION - LOCAL LEVEL	AR1

TABLE 5

FINAL LOT	OPEN SPACE INFRASTRUCTURE DEVELOPMENT TRIGGERS
300	Completion of 1 x EL or 1 x PR
600	Completion of 1 x EL or 1 x AR2
900	Completion of 1 x EL or 1 x AR2 or 1 x PR
1,200	Completion of 1 x AR1
1,500	Completion of 1 x EL or 1 x AR2 or 2 x PR
1,700	Completion of 1 x EL or 1 x AR2 or 2 x PR

Note: Each item of Open Space Infrastructure above is to be Completed prior to the date that is 12 months after the issue of a Subdivision Certificate creating the particular Final Lot number as specified in this table.

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MOUNT GILEAD 1 – MDP LANDS VPA SCHEDULE

TABLE 6 - COMMUNITY INFRASTRUCTURE

ITEM	PROPOSED SCOPE OF WORKS	DEVELOPMENT TRIGGER TYPE	NOTIONAL VALUE OF WORKS	NOTIONAL VALUE OF LAND	DEVELOPMENT TRIGGER
CH1	Facilities comprising elements from the following:	Lot Development	\$1,301,755	Community Facility land \$237,895	No later than 12 months after registration of the 1,200 th Final Lot
	• Community Facility Land – 0.2069ha of land				
	• Multi-purpose space building with footprint of 500m ² with service provision to floor kiosk area. To provided in close proximity to CH2 for shared amenities.				
	• Parking for up to 38 spaces (including on street parking)				
CF2	Facilities comprising elements from the following:	Lot Development	\$712,925	Land included in OS3	No later than 12 months after registration of the 1,200 th Final Lot
	• Amenities building with footprint of 206m ² including:				
	• 2 x team change rooms				
	• 1 x referee change room				
	• Male and female amenities, showers and toilets with disabled access				
	• Storage				
	• Covered pathway between amenities building and community facility				

TABLE 7 - TRANSPORT INFRASTRUCTURE

ITEM	PROPOSED SCOPE OF WORKS	DEVELOPMENT TRIGGER TYPE	NOTIONAL VALUE OF WORKS	NOTIONAL VALUE OF LAND	DEVELOPMENT TRIGGER
TM1	Construction of Collector Road for a minimum of 765m with footprint of approximately 1.53ha, up to two roundabouts if required, in accordance with Council Standards	Lot Development	\$3,877,883	Collector Road Land \$1,765,065	No later than 12 months after registration of the 1,500 th Final Lot
TM4	Construction of Collector Road for a minimum of 503m with footprint of approximately 1.01ha, up to one roundabout if required, in accordance with Council Standards	Lot Development	\$2,474,842	Collector Road Land \$1,146,160	No later than 12 months after registration of the 300 th Final Lot
TM6	Construction of Collector Road for a minimum of 440m with footprint of approximately 0.68ha, up to one roundabout if required, in accordance with Council Standards	Lot Development	\$2,192,796	Collector Road Land \$907,810	No later than 12 months after registration of the 900 th Final Lot

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MOUNT GILEAD 1 – MDP LANDS VPA SCHEDULE

TABLE 8 - WATER QUALITY AND TREATMENT BASIN WORK

ITEM	PROPOSED SCOPE OF WORKS	DEVELOPMENT TRIGGER TYPE	NOTIONAL VALUE OF WORKS	NOTIONAL VALUE OF LAND	DEVELOPMENT TRIGGER
CATCHMENT 1A	Water quality and quantity facilities comprising elements from the following: <ul style="list-style-type: none"> Water quality swale(s) and detention basin(s) with a footprint of 19,089m² <p>To meet the objectives of the Water Cycle strategy and constructed in accordance with detailed design provided at DA.</p>	Development within Drainage Catchment	Drainage works - \$3,539,101	Land included in OS2 Drainage Land (D11) \$84,135	Stage 1 Works No later than 12 months after registration of the 1st st Final Lot within Drainage Catchment 1A Stage 2 Works No later than 12 months after completion of 80% of dwellings within Drainage Catchment 1A
CATCHMENT 2A	Water quality and quantity facilities comprising elements from the following: <ul style="list-style-type: none"> Nil 				
CATCHMENT 3A	Water quality and quantity facilities comprising elements from the following: <ul style="list-style-type: none"> Water quality swale(s) and detention basin(s) with a footprint of 4,334m² <p>To meet the objectives of the Water Cycle strategy and constructed in accordance with detailed design provided at DA.</p>	Development within Drainage Catchment	Drainage works - \$803,524	Land included in OS1	Stage 1 Works No later than 12 months after registration of the 1st st Final Lot within Drainage Catchment 3A Stage 2 Works No later than 12 months after completion of 80% of dwellings within Drainage Catchment 3A
CATCHMENT 3B	Water quality and quantity facilities comprising elements from the following: <ul style="list-style-type: none"> Water quality swale(s) and detention(s) with a footprint of 3,288m² <p>Water quality and quantity facilities comprising elements from the following:</p>	Development within Drainage Catchment	Drainage works - \$672,631	Land included in OS1	Stage 1 Works No later than 12 months after registration of the 1st st Final Lot within Drainage Catchment 3B Stage 2 Works No later than 12 months after completion of 80% of dwellings within Drainage Catchment 3B
CATCHMENT 4A	Water quality and quantity facilities comprising elements from the following: <ul style="list-style-type: none"> Water quality swale(s) and detention basin(s) with a footprint of 2,778m² <p>To meet the objectives of the Water Cycle strategy and constructed in accordance with detailed design provided at DA.</p>	Development within Drainage Catchment	Drainage works - \$515,041	Drainage land - \$41,760	Stage 1 Works No later than 12 months after registration of the 1st st Final Lot within Drainage Catchment 4A Stage 2 Works No later than 12 months after completion of 80% of dwellings within Drainage Catchment 4A
CATCHMENT 5A	Water quality and quantity facilities comprising elements from the following:				

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MOUNT GILEAD 1 – MDP LANDS VPA SCHEDULE

ITEM	PROPOSED SCOPE OF WORKS	DEVELOPMENT TRIGGER TYPE	NOTIONAL VALUE OF WORKS	NOTIONAL VALUE OF LAND	DEVELOPMENT TRIGGER
	<ul style="list-style-type: none"> Nil 				
CATCHMENT 5B	<p>Water quality and quantity facilities comprising elements from the following:</p> <ul style="list-style-type: none"> Water quality swale(s) and detention basin(s) with footprint a of 13,727m² <p>To meet the objectives of the Water Cycle strategy and constructed in accordance with detailed design provided at DA.</p>	Development within Drainage Catchment	<p>Drainage works - \$3,286,586</p>	<p>Drainage land</p> <p>\$205,905</p>	<p>Stage 1 Works No later than 12 months after registration of the 1st Final Lot within Drainage Catchment 5B</p> <p>Stage 2 Works No later than 12 months after completion of 80% of dwellings within Drainage Catchment 5B</p>
CATCHMENT 6A	<p>Water quality and quantity facilities comprising elements from the following:</p> <ul style="list-style-type: none"> Water quality swale(s) and detention basin(s) with a footprint of 2,801m² <p>To meet the objectives of the Water Cycle strategy and constructed in accordance with detailed design provided at DA.</p> <p>Assumes 45% of D9 delivered for Catchment 6A.</p>	Development within Drainage Catchment	<p>Drainage works - \$219,435</p>	<p>Drainage land</p> <p>\$42,025</p>	<p>Stage 1 Works No later than 12 months after registration of the 1st Final Lot within Drainage Catchment 6B</p> <p>Stage 2 Works No later than 12 months after completion of 80% of dwellings within Drainage Catchment 6B</p>
CATCHMENT 6B	<p>Water quality and quantity facilities comprising elements from the following:</p> <ul style="list-style-type: none"> Water quality swale(s) and detention basin(s) with a footprint of 3,395m² <p>To meet the objectives of the Water Cycle strategy and constructed in accordance with detailed design provided at DA.</p> <p>Assumes 55% of D9 delivered for Catchment 6B</p>	Development within Drainage Catchment	<p>Drainage works - \$1,844,971</p>	<p>Drainage land</p> <p>\$149,270</p>	<p>Stage 1 Works No later than 12 months after registration of the 1st Final Lot within Drainage Catchment 6B</p> <p>Stage 2 Works No later than 12 months after completion of 80% of dwellings within Drainage Catchment 6B</p>

In Table 8:

Stage 1 Works means any water quality and treatment basin works excluding:

- a. The upper 100mm of filter media

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MOUNT GILEAD 1 – MDP LANDS VPA SCHEDULE

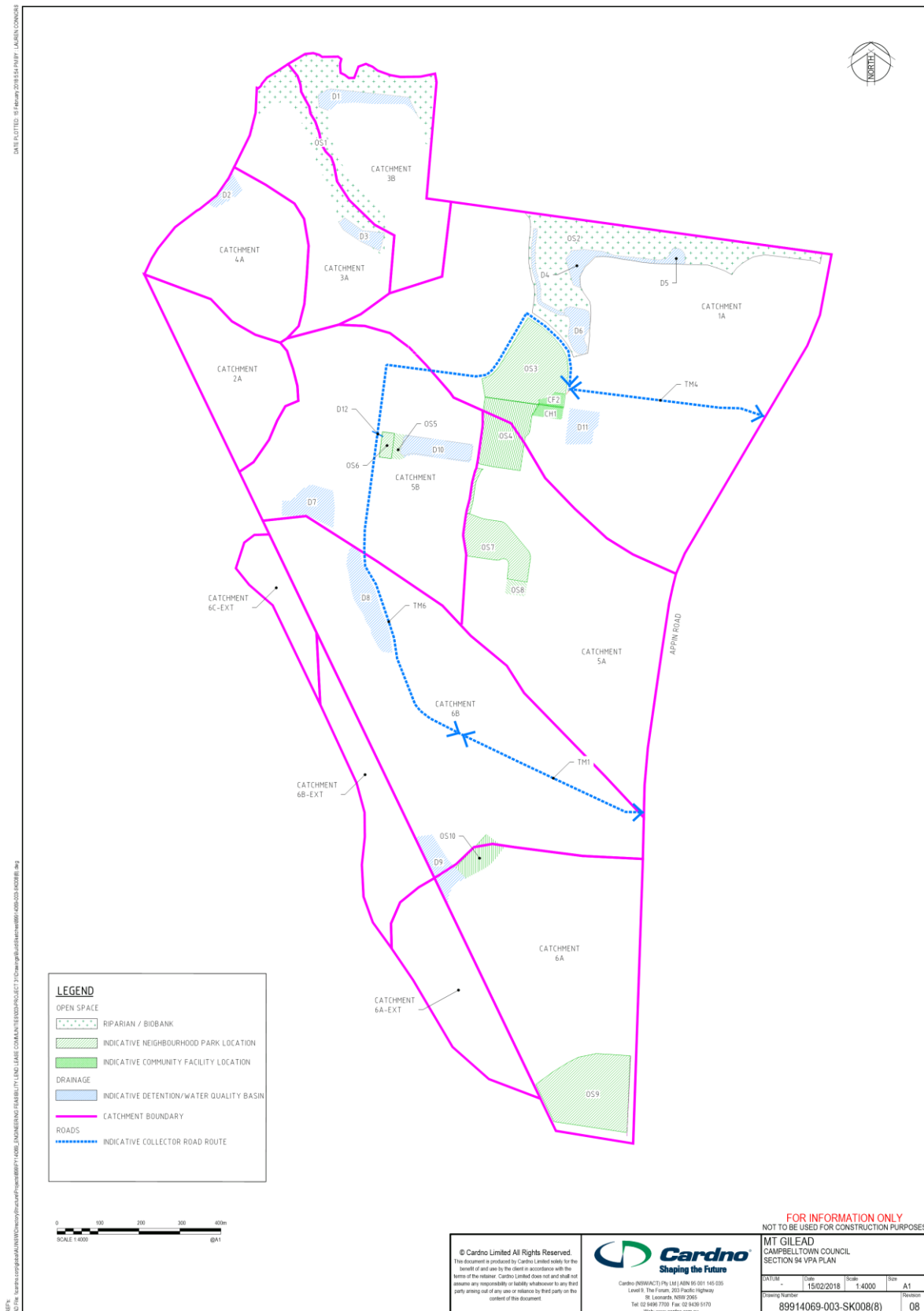
- b. Any work comprising landscaping of grasses, shrubs and/or trees
- c. But including the installation of geotextile fabric to the upper surface of the works.

Stage 2 Works means any works comprising landscaping of grasses, shrubs and/or trees with an underlying filter media installed as bio-retention basins, wetlands and/or swales not installed as part of Stage 1 Works including to removal of geotextile fabrics installed as part of Stage 1 works.

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Schedule 2 – Development Area Plan (Clause 1.1)





Executed as a deed

Signed, sealed and delivered on behalf of the)
Council by its General Manager and Mayor by)
the affixing of the Common Seal of Council in)
accordance with resolution dated

Signature of General Manager

Signature of Mayor

Name of General Manager
(BLOCK LETTERS)

Name of Mayor (BLOCK LETTERS)

Signed, sealed and delivered by Lendlease)
Communities (Mount Gilead) Pty Limited **ABN**)
in accordance with Section 127 of the)
Corporations Act 2001 (Cth)

Signature of authorised person

Signature of authorised person

Office held

Office held

Name of authorised person
(BLOCK LETTERS)

Name of authorised person
(BLOCK LETTERS)

Signed, sealed and delivered by **Mount**)
Gilead Pty Limited in accordance with Section)
127 of the Corporations Act 2001 (Cth))

Signature of authorised person

Signature of authorised person

Office held

Office held

Name of authorised person
(BLOCK LETTERS)

Name of authorised person
(BLOCK LETTERS)

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signed, sealed and delivered by **Stefan**)
Dzwonnik and Anna Dzwonnik in the)
 presence of the witnesses signing below)

.....
Signature of authorised person	Signature of authorised person
.....
Office held	Office held
.....
Name of authorised person (BLOCK LETTERS)	Name of authorised person (BLOCK LETTERS)

8.3 Potential for Kerbside Organics Bin

Reporting Officer

Director City Development
City Development

Community Strategic Plan

Objective	Strategy
3 Outcome Three: A Thriving, Attractive City	3.2 - Ensure that service provision supports the community to achieve and meets their needs

Officer's Recommendation

That the scope of works for the Regional Domestic Waste Processing and Disposal Contract (Project 24) include pricing for a mixed organics stream that is food organics and garden organics.

Purpose

To inform Council of the potential for implementation of a kerbside collection program for organic waste from residential premises.

History

At the Ordinary Meeting of Council of 13 February 2018, a Notice of Motion was put from Council calling for:

1. That a report be presented to Council investigating the implementation of an organic bin program for Campbelltown, including a briefing for Councillors.
2. That the report include the results of Bathurst Regional Council's organic bin program, with the diversion of 4000 tonnes of organic waste from landfill to commercial compost in its first year.

Organic wastes from households generally arise from garden (plant and lawn clippings) and kitchen (food) origins. Food waste typically makes up approx. 35-55 per cent of household garbage and its gradual decay in landfill causes the production of greenhouse gases such as methane. In environmental terms it is reported that methane gas can be up to 20-30 times more potent than carbon dioxide in its detrimental effects on the atmosphere.

The rationale for a dedicated organics (food and garden waste) collection service is:

- to divert recyclable organics away from landfill for composting and reuse as soil conditioner/fertiliser
- conserve rapidly diminishing landfill capacity
- reduce harmful greenhouse gas emissions to the atmosphere.

Report

Bathurst Regional Council (Bathurst) Organics Collection and Recycling Program

The Bathurst organics service commenced 4 April 2016 and is available to all 14,400 single dwellings in the Bathurst LGA (pop 41,300). Its primary purpose is to maximise the diversion of organic wastes from its landfill facility. Bathurst Council is fortunate to have a major organics processing facility at Blayney only 40 minutes away, which composts the organic material into soil conditioning products.

Bathurst's new collection program consists of weekly garbage, weekly organics and fortnightly recycling bins. It is noted that the organics service is not available to multi-unit dwellings, commercial or industrial premises currently due to concerns surrounding contamination.

It is reported that approximately 3700 tonnes of organic waste was collected and processed in the first 12 months of operation and contamination levels were recorded at approximately one percent of total organic waste received, which in itself is an excellent result. It is understood that the majority of organic material collected is garden organics, and Council is concerned that the actual volume of food waste presented in organics bins is extremely low. This means most food waste is still being placed in the weekly garbage collected and placed in landfill. The current organics recovery rate from the Bathurst recycle collection program is 4.9kg/household/week.

Penrith City Council by comparison, provides an organics bin for collection of Food and Garden Organics from single dwellings and recovers 12kg/household/week.

Organics Collection Program Campbelltown City Council

Campbelltown City Council provides a three bin collection program for household garbage (including food waste), recyclables and garden organics. Household garbage in Campbelltown is mostly being landfilled at present due to closure of the local waste processing facility; recycling and garden organics streams are processed through facilities at Spring Farm under a regional contract.

Campbelltown along with Camden, Wollondilly and Wingecarribee Councils has been part of a regional contract for the processing and disposal of household waste and recycling streams since 2009. The 15 year contract term expires in 2024. The waste processing technology selected through the public tender process was designed specifically to convert the organic component of household garbage, primarily food waste, into energy and compost.

The primary issues for Campbelltown City Council considering implementation of a Food and Garden Organics (FOGO) bin collection service are:

1. The existing collection contract would need to be rewritten to change from the current garbage/recycling/garden organics to garbage/recycling/food and garden organics. The movement of food from the garbage bin to a food and garden organics bin needs to be estimated (kg/household/annum) to calculate the correct number of collection vehicles, bin weights, travel distances and collection zones given the change of collection frequency for food and garden organics from fortnightly to weekly. This assessment would need to be informed by an audit of the household waste stream.

2. This shift from garden organics to food and garden organics would be expected to increase the carbon footprint compared to the existing operation because of the additional number of collection vehicles and extra travel distances, which Council endeavours to keep as minimal as possible through the use of local processing facilities.
3. The current contract for processing/disposal of mixed waste would require a major variation of terms and conditions which, if agreed, would require either modification of the existing composting tunnels or construction of a new processing facility and significantly increase the cost to ratepayers. The price would be linked to the quantity and quality of organic feedstock which are major risks to council because of unpredictable volumes and (likely) high contamination levels expected in a mixed organics stream such as plastic bags. The council would be charged a penalty fee based on the level of contamination.
4. The only available licensed organics processing facilities currently available in Sydney is located at Australian Native Landscapes in Badgerys Creek however, all household waste streams collected in Campbelltown LGA is contracted to Suez until 2024. The ANL facility is 45km from Campbelltown whereas the current organics facility at Spring Farm is 13km away. The additional travel distance would add at least one additional collection vehicle to the fleet and possibly two to three to cater for increased organic volumes during the warmer months. It is also important to note that the Spring Farm organics processing facility is not licensed to accept food waste.

In summary the existing contractual arrangements would not accommodate such a significant change of structure mid-term. However, Council's next regional disposal and processing contract entitled Project 24, commences in July 2024 and tenders will be invited within the next 12-18 months for companies to provide the technology and services to meet councils resource recovery targets. Project 24 provides Council the opportunity to include the long term capture and diversion of FOGO within the tender scope of works either through a dedicated kerbside collection of organics such as at Bathurst and Penrith Councils, or through a specific technology that processes mixed waste into products of sustainable environmental and commercial value, that doesn't require any change to the current collection system.

Attachments

Nil

8.4 Status of Applications

Reporting Officer

Director City Development
City Development

Community Strategic Plan

Objective	Strategy
1 Outcome One: A Vibrant, Liveable City	1.8 - Enable a range of housing choices to support different lifestyles

Officer's Recommendation

That the information be noted.

Purpose

To advise Council of the status of development applications within the City Development Division.

Report

In accordance with the resolution of the Council meeting held 13 March 2018 that Councillors be provided with monthly information detailing the status of each report considered by the IHAP, now known as the Local Planning Panel (LPP), South Western City Planning Panel and approved by the General Manager under delegation of a value of more than \$1m, the attachment to this report provides this information as requested.

Attachments

1. List showing status of Development Applications (contained within this report)

Development Application Register

DA No.	Address	Description	Value	Authority Criteria	Status	Determination
DAs to be considered by the Regional Panel						
1585/2015/DA-MP	Lot 1097 Goldsmith Ave, Campbelltown	Masterplan for Macarthur Gardens North and construction of stages 1 and 2 of Macarthur Gardens North, involving the construction of 72 dwellings, civil works and subdivision	\$19,640,000	>\$5million Crown	Assessing	
206/2016/DA-RS	Lot 1097 Goldsmith Ave, Campbelltown	Subdivision into nine superlots, a residue allotment, construction of 86 residential dwellings and associated Torrens and Strata subdivision and minor alterations to masterplan	\$19,600,000	>\$5million Crown	Assessing	
726/2016/DA-RS	Lot 1097 Goldsmith Ave, Campbelltown	Masterplan amendments, medium density housing and associated subdivision within stages 7, 8 and 9 in Macarthur Gardens north	\$20,640,000	>\$5million Crown	Assessing	
3280/2016/DA-RA	12 & 28 Cordeaux Street, Campbelltown	Demolition of existing structures, construction of a 10 storey residential apartment building consisting of 105 residential units, basement car parking, 2 retail/commercial units and a boundary adjustment	\$29,900,000	>20million (registered prior to \$30mil threshold)	Assessing - Deemed refusal Lodged with L&E Court	
4204/2016/DA-RA	6-12 Dumaesq Street, Campbelltown	Demolition of existing structures and construction of a 15 storey mixed use residential flat building comprising of 85 residential units, four levels of basement car parking, one	\$28,000,000	>20million (registered prior to \$30mil threshold)	Assessing	

Development Application Register

DA No.	Address	Description	Value	Authority Criteria	Status	Determination
		level of retail, two levels of commercial and a communal rooftop open space area				
389/2017/DA-RA	Raith 74 Fern Avenue, Campbelltown	Construction of a residential development containing 134 residences and alterations to and use of the existing heritage building.	\$26,000,000	>20million (registered prior to \$30mil threshold)	Assessing	
497/2017/DA-SW	Riverside Drive, Cheviot Place, Ryeland Place, Southdown Place and Deans Road, Airds	Airds Bradbury Stage 4 subdivision to create 180 residential lots and associated civil works	\$11,200,000	>\$5million Crown	Assessing	
2138/2017/DA-SW	Briar Road, Waterhouse Place, Kinston Place, Merino Crescent and Dorchester Park, Airds	Airds Bradbury Stage 6 subdivision to create 144 residential lots and associated civil works	\$9,088,028	>\$5million Crown	Assessing	
3652/2017/DA-RS	Passiflora Ave and Wiregrass Ave, Denham Court	Construction of 76 attached dwellings and one detached dwelling and subdivision into 77 Torrens title allotments	\$23,179,218	>20million (registered prior to \$30mil threshold)	Assessing	
3293/2017/DA-C	166 - 176 St Andrews Road Varroville	Construction and use of a new cemetery and parklands	\$38,077,510	>\$5million Crown	Assessing	

Development Application Register

DA No.	Address	Description	Value	Authority Criteria	Status	Determination
4141/2017/DA-C	Campbelltown Hospital, Therry Road, Campbelltown	Construction of a multi-level car park and associated ancillary works	\$21,300,000	>\$5million Crown	Assessing	
DAs to be considered by the Local Planning Panel						
1576/2017/DA-RA	10-12 Palmer Street, Ingleburn	Demolition of existing structures, consolidation of two lots and construction of a five storey residential flat building with 24 units, communal roof terrace and two levels of basement parking	\$6,140,772	Residential Flat Building - more than 3 storeys (RFB)	Assessing	To panel 30 May 2018
2310/2017/DA-RS	35 Fleming Drive, Campbelltown	Construction of four dwellings and subdivision into four strata allotments	\$648,000	Staff	Assessing	To panel 30 May 2018
2342/2016/DA-BH	22 Grandview Drive, Campbelltown	Demolition of an existing dwelling and construction of a 13 room boarding house for up to 19 lodgers	\$485,000	Over 10 objections	Assessing	
1985/2017/DA-RA	16 - 20 Palmer Street, Ingleburn	Demolition of existing structures and construction of a five storey residential apartment building containing 52 apartments and two levels of basement carparking, and provision of space for a childcare centre on the ground floor of the building	\$15,137,815	Residential Flat Building - more than 3 storeys (RFB)	Assessing	
2238/2017/DA-RA	37 Cumberland Road, Ingleburn	Demolition of an existing dwelling and construction of a five storey residential apartment building containing 30 units,	\$8,712,418	Residential Flat Building - more than 3 storeys (RFB)	Deferred	

Development Application Register

DA No.	Address	Description	Value	Authority Criteria	Status	Determination
		basement carparking and associated site works				
3598/2017/DA-SL	1 Reddall Street, Campbelltown	Demolition of existing dwelling and construction of a three storey senior living building consisting of 14 independent living units	\$2,400,000	Residential Flat Building - more than 3 storeys (RFB)	Deferred	
3885/2017/DA-SW	Lot 3 Menangle Rd, Menangle Park	Stage 1 - Menangle Park Urban Release Area - civil works and subdivision of land to create 255 residential lots and seven superlots	\$19,330,000	VPA	Assessing	
559/2018/DA-RS	10 Wickfield Circuit, Ambarvale	Construction of a mixed use development consisting of 27 residential units, 9 retail premises with basement car parking and strata subdivision	\$8,026,960	Residential Flat Building - more than 3 storeys (RFB)	Assessing	
736/2017/DA-S	2 & 5 Culverston Street, Minto	Subdivision of Culverston Road and the construction of a cul-de-sac head	\$414,639	Council land	Assessing	
743/2018/DA-SW	901 & 913 Appin Road, Campbelltown	Subdivision into 333 residential allotments, 5 residue allotments with associated civil works including road construction, permanent and temporary stormwater management facilities and tree removal	\$19,072,587	VPA	Assessing	
1361/2016/DA-C	7/4 Grange Road, Leumeah	Stage 1 Fit out and use of premises as a brothel - 7/4 Grange Road, Leumeah	\$80,000	18 objections	Assessing	
1623/2016/DA-SW	39, 41A, 41B & 43 Sebastian Avenue, Rosemeadow	Demolition of existing dwelling and structures and subdivision to create residential allotments in	\$910,000.00	10 objections	Assessing	

Development Application Register

DA No.	Address	Description	Value	Authority Criteria	Status	Determination
		stage: Stage 1 – subdivision to create 25 residential lots and two residue lots. Stage 2 – subdivision of residue lots to create 8 residential lots and extension of the road, Stage 3 – subdivision of residue lots to create 12 lots, Stage 4 – subdivision of residue lots to create 15 lots				
1700/2017/DA-SW	Lots 1, 6, 8, 9 and 12 (DP 258940), Dobell Reserve, Burdekin Park, Eldred Park and Tate Park, Gidley Crescent, Claymore	Subdivision into 113 residential lots and one residue lot for future development and associated civil works, Stage 3A and 3B Claymore Urban Renewal Project	\$4,616,000	VPA	Assessing	
3493/2017/DA-RS	Lot 1 Linum and Lot 143 Lantana Streets, Macquarie Fields	Construction of 12 two storey dwellings and subdivision into 12 torrens title allotments	\$3,200,000	Council land	Assessing	
653/2018/DA-RD	Lots 56, 58 & 60 Arkley Ave, Claymore	Consolidation of 3 allotments and boundary adjustment construction of 58 place childcare centre	\$860,927	CLEP variation	Assessing	
1698/2017/DA-M	2 Albert Street, Ingleburn	Demolition of existing dwelling and construction of two x two storey semi attached dwelling	\$400,000	CLEP variation	Assessing	
774/2018/DA-C	111 Oxford Road, Ingleburn	Partial demolition of existing heritage-listed dwelling and alterations and additions to the existing dwelling for use as a childcare centre for 150 children and associated car parking	\$1,250,000	Heritage	Assessing	

Development Application Register

DA No.	Address	Description	Value	Authority Criteria	Status	Determination
DAs with a stated value of \$1 million or more approved under Delegated Authority by the General Manager						
3124/2017/DA-I	7 Saggart Field Road, Minto	Construction of a warehouse building	\$1,400,000		Approved	8 March 2018
275/2017/DA-C	67 Woodhouse Drive, Ambarvale	Demolition of existing structures, construction of a 24 hour service station, a gymnasium and a convenience store	\$2,372,000		Approved	14 May 2018
586/2018/DA-82A	3 Ronald Street and 104 Lindesay Street, Campbelltown	Demolition of existing structures, removal of one tree, boundary adjustment, construction of three two-storey detached multi-dwelling houses, a masonry front fence and Strata subdivision	\$1,281,500		Approved	14 May 2018
3968/2017/DA-C	McDonalds, 2 Thomas Rose Drive, Rosemeadow	Construction of addition and alterations to an existing restaurant	\$1,099,000		Approved	22 May 2018

8.5 Draft Memorial and Monuments on Council Open Space Policy

Reporting Officer

Executive Manager Open Space
City Delivery

Community Strategic Plan

Objective	Strategy
1 Outcome One: A Vibrant, Liveable City	1.3 - Ensure that Campbelltown is an inclusive city

Officer's Recommendation

That Council adopt the Draft Memorial and Monuments on Council Open Space Policy as contained in this report.

Purpose

1. To inform Council of the outcome of the public exhibition of the Draft Memorial and Monuments on Council Open Space Policy.
2. To seek Council's endorsement to adopt the Draft Memorial and Monuments on Council Open Space Policy 2018.

History

Council at its meeting held 13 February 2018, considered a report on the Draft Memorial and Monuments on Council Open Space Policy and resolved as follows:

1. That Council endorse the Draft Memorial and Monuments on Open Space Policy for the purposes of a 28 day public exhibition.
2. That a further report be presented to Council on the Memorials and Monuments on Open Space Policy following the public exhibition period.

This report presents to Council the outcome of the public exhibition of the Draft Memorial and Monuments on Council Open Space Policy.

Report

Exhibition Period

In accordance with Council's resolution, the Draft Memorial and Monuments on Council Open Space Policy, provided as attachment 1, was publicly exhibited for a period of 28 days from Wednesday 14 March 2018 until Friday 20 April 2018.

Copies of the draft policy were made available to the public at Council's Customer Service Centre, on Council's website and at all of Council's libraries.

One response was received from the Bangladeshi Australian Welfare Society Incorporated. The issues that were raised in their submission are shown in the table below and highlighted in attachment 1. A copy of the suggestions that were raised are provided as attachment 2.


General Comments

General comments - Issues/suggestions raised	Staff Response
4.6 Delivery, Costs and Ownership	
1. 20 per cent construction contingency seems to be on the high side for community groups and purpose of the contingency costs needs to be explained.	The 20 per cent construction contingency is an industry standard for specialised projects. Memorials and monuments are considered to be specialised projects.
2. The wording "not exhausted to be returned to the applicant at the completion of works" may further be explained and better rephrased in a different sentence for the applicant's clarity.	Change the wording to read, cost estimates are to be inclusive of 20 per cent construction contingency, with unspent funds to be returned to the applicant at the completion of works.
3. The applicant should be given the option to adjust the money not exhausted/spent in construction towards the maintenance costs.	Agree. Add an additional sentence that unspent construction funds can be transferred to cover the maintenance costs.
4. Council's right to remove, replace and relocate any Monument or Memorial must not be based on the arbitrary decision of the Council and must be subject to discussions and debates with the concerned communities.	Agree. Add an additional sentence in the policy that before any monument or memorial is removed, replaced or relocated consultation is to be undertaken with the original applicant and any affected community.
4.7 Management and Maintenance Costs	
1. 10 per cent maintenance cost needs to be clarified further - whether one time or annually. If annual, the percentage rate will be much lower - between 0.5 per cent and 1 per cent.	This is proposed to be charged as a one off cost by Council to the applicant.
2. There should be a clause with respect to maintaining security of the Monument and Memorial to prevent damage and vandalism by vested interest, rival groups or other quarters.	Council will monitor the maintenance of the monument or memorial in line with its current obligations with all its assets. Should the applicant require further security, then it will be at their cost.
3. There must be a Memorandum of Understanding or/and Operational Agreement (as applicable) between Council and the applicant with respect to maintenance of the Memorials or Monuments and organisation of programs and festivities at and around this, cleaning/clearing etc.	Agree. However these discussions may require the ongoing costs of maintenance be reassessed with the individual applicant.

It is proposed that with the suggested changes, based on the submission provided, that Council adopt the Draft Memorial and Monuments on Council Open Space Policy 2018.

Attachments

1. Draft Memorial and Monuments on Council Open Space Policy (contained within this report)
2. Feedback from Bangladeshi Australian Welfare Society Inc (contained within this report)

 campbelltown city council		POLICY
Policy Title	Memorial and Monuments on Council Open Space	
Related Documentation	Roadside Memorials Policy, DocSet 112723	
Relevant Legislation	<i>Local Government Act 1993</i> <i>Copyright Act 2000</i>	
Responsible Officer	Executive Manager Open Space	

Policy details may change prior to review date due to legislative changes, therefore this document is uncontrolled when printed.

Objectives

This policy is primarily to provide applicants and Council with a framework for assessment and review of Memorials and Monuments on Council Land within Campbelltown Local Government Area (LGA).

Policy Statement

This policy provides framework and criteria to assist in the assessment of eligibility for proposed memorials and monuments on Council open space and provide guidance for the management of existing memorials and monuments on Council open space within the Campbelltown LGA.

Campbelltown City Council (Council) recognises that memorials and monuments are an important part of community, with social, historical, cultural and religious significance. Memorials and monuments have been an integral element of society for thousands of years, and have the ability to create community, provide comfort, encourage peace, offer respect and can improve the design and aesthetics of a city, including city centres and local parks.

In principal, Council acknowledges the historical concept and significance of memorials and monuments and supports the ongoing application of their purpose within Campbelltown LGA.

Scope

This policy will provide applicants and Council basis for application, assessment, installation, costs responsibility, design consideration, maintenance and location of memorials and monuments on Council open space. This policy covers memorials and monuments proposed to be installed within public space and on Council land.

This policy only applies to memorials and monuments proposed within Campbelltown LGA.

This policy applies to proposed Memorials and Monuments not currently installed or constructed.

The approval of, location, size, funding, and specific detailing of existing memorials and monuments located within Campbelltown LGA are not considered to be 'precedence' for new or

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Campbelltown City Council

proposed memorials and monuments. Applicants should not rely on historic approvals as framework for new applications or assessment criteria.

This policy does not detail approval for spreading or placement of cremation ashes within public space or on Council land.

Definitions**Memorial:**

A memorial is a structure or a statue that is built to remember a deceased person or a group of people whom passed away in an important past event. (Types of memorials/monuments include but are not limited to; unmarked tree, marked tree, seats/park benches, public art pieces such as sculptures, statues, structure or building).

Monument:

A monument is a structure, statue or a building that is built to honour someone notable or a special event. (Types of memorials/monuments include but are not limited to; unmarked tree, marked tree, seats/park benches, public art pieces such as sculptures, statues, structure or building).

Plaque:

A plaque is an ornamental tablet, typically of metal, porcelain, or wood, that is fixed to a wall, or other surface in commemoration of a person or event. (Under this policy all plaques are to be considered for assessment in the frame work established for memorials and monuments).

Public Space / Open Space:

Any lands which are in the ownership or management of Council, including road reserves, parks, bushlands, golf courses, playing/sports fields, buildings and their external feature owned/managed by Council or located on Council lands.

Note: Memorials proposed to be located on road reserves may be subject to approvals through both Council and other relevant authorities such as the Roads and Maritime Services.

4.1 ASSESSMENT CRITERIA

The proposed memorial or monument should be generally in remembrance of a person, event or milestone that is significant in the Campbelltown LGA.

If relevant to a person, said person should have been, or currently be a resident within Campbelltown LGA, or made significant contributions within the LGA. Contributions include, community, cultural, sporting, religious, or educational contributions. These contributions are to be independently verified by reputable source/sources.

If relevant to a cultural or religious event, figure, or movement, the memorial or monument should be relevant to a substantial portion of the local community. Evidence is to be provided to support the applicant's position including information and statistics relevant to Campbelltown's current demographic and/or future demographic.

Council reserves the right to request the applicant to provide verification/evidence of significance for a proposed memorial or monument. If Council is not satisfied with the verification or evidence provided, the applicant may be requested to seek and provide additional information to assist in the assessment of the application.

All monuments and memorials should be reviewed for their ability to offend public, culture or religion. If opportunity to offend exists, Council may reserve the right to reject the application.

The approval of an application for a memorial or monument is at the sole discretion of Council.

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Council is under no obligation to approve the application of a memorial or monument. The presence of an existing memorial or monument, or approval of a current application, or future application, within Campbelltown LGA does not constitute precedence for any other memorial or monument application approval.

4.2 PHYSICAL FORM, LOCATION AND DESIGN

Memorials and monuments proposed for Council open space are to have suitable designs completed for assessment. Information is to be formally detailed on a design drawing prepared by a suitably qualified consultant or firm. The application is to detail the following information:

- the proposed size of memorials or monument, including height, width, length dimensions, weight etc;
- the construction materials intended to be used;
- the lifespan of the design;
- the views to and from the memorial or monument;
- the proposed access points to the memorial or monument, including access diagrams from nearby pathways, roadways, carparks etc;
- the proposed drainage solutions around the memorial or monument, and drainage assessment of change in existing drainage flows/catchments;
- shadow diagrams (where applicable);
- structural design certifications (registered structural engineer); and
- footing designs and certifications (registered structural engineer);

Note: The design drawing of the monument and or memorial is to include a site plan that shows the context of the surrounding area.

Large structures, with a footprint exceeding 10m², may require additional information to support the application and design including but not limited to:

- geotechnical assessments on the proposed ground soil following in principal approval of the memorial or monument on Council open space and its location; and
- traffic impact assessments for parking (where it is expected that the proposed memorial or monument will attract large gatherings, services or spectators).

Council may require additional information further to that listed above, relevant to the proposed memorial or monument, at its sole discretion.

4.3 PRIMARY USE OF SPACE

Consideration for assessment and approval is to include a review of proximity to existing or proposed future open space sporting and recreational facilities, and community facilities. The primary purpose of the public space must not be compromised or inhibited by the erection and/or presence of the memorial or monument on Council open space. For example, a sporting grounds primary purpose is to be used for sport, therefore sports activities are not to be compromised. Applicants are to provide supporting evidence to this effect as part of their application.

4.4 MEMORIALS AND MONUMENTS IN ROAD RESERVES

Memorials and Monuments on Council Open Space proposed within road reserves are to be reviewed and approved by Council's Executive Manager – Infrastructure, as well as any other relevant authority such as Roads and Maritime Services, where applicable.

Where deemed necessary by Council, the applicant may be required to prepare and submit a road safety audit (by a registered Road Safety Auditor) with respect for the impact of the memorial or

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monument located within the road reserve to ensure that road user safety is not compromised by the installation of the memorial or monument.

This policy should be read in conjunction with Roadside Memorials Policy, DocSet 112723 by Council.

4.5 COMMUNITY CONSULTATION

If the memorial or monument on Council open space is visible from any neighbouring properties (current or proposed), the applicant/Council is required to consult in accordance with Council's Community Engagement Policy for comment on the design. Any memorial or monument on Council open space may be subject to rejection at the sole discretion of Council.

4.6 DELIVERY, COST AND OWNERSHIP

All costs associated with the design, management and installation of any proposed monument or memorial is to be borne solely by the applicant. All applications are to be accompanied with a cost estimate from a suitably qualified consultant. This estimate will be checked by council at the applicant expense to ensure the cost estimate is accurate.

The applicant is to pay the proposed cost of the monument or memorial on Council open space in accordance with the estimate. Cost estimates are to be inclusive of 20 per cent construction contingency, with unspent funds to be returned to the applicant at the completion of works. (The unspent construction funds can be transferred to cover the cost of maintenance). It is Council's responsibility to deliver all proposed monuments or memorials on Council open space once approval granted and payment received, unless otherwise agreed.

Ongoing ownership of all monuments and memorials will rest solely with Council. Applicants are to transfer all rights they may legally have to the memorial or monument, including any moral rights under the *Copyright Act 2000*, to Council. All applications must be accompanied by a declaration from the applicant and designer/artist involved in the creation of the memorial or monument, transferring all rights and ownership to Council.

At all times, Council reserves the right to remove, replace and/or relocate any monument or memorial. Before any monument or memorial is removed, replaced or relocated, consultation is to be undertaken with the original applicant and any affected community members. Applicants will not be entitled to any reimbursement for memorials or monuments installed which have been removed, replaced or relocated by Council or its delegated agent.

4.7 MANAGEMENT AND MAINTENANCE COST

Subject to size, structure, material composition, and cost of the proposed monument or memorial, Council may request a contribution to the ongoing maintenance of the asset.

The proposed contribution will be fixed at 10 per cent of the construction cost. This is a one off cost by Council to the applicant. Irrespective of whether maintenance costs are contributed or not, Council reserves the right to request the applicant of the monument or memorial on Council open space to contribute to any rectification costs of property damage, or wear, to erected memorials and monuments. (Maintenance costs do not cover the cost of security for the memorial or monument)

If the applicant declines, Council reserves the right to remove or destroy the monument or memorial as specified under item section 4.6 above of this policy.

All maintenance of monuments and memorials is to be undertaken by Council and/or its delegated agents. Applicants are not to attempt repairs, rectification or maintenance without the formal written approval of Council.

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If the applicant requests a Memorandum Of Understanding (MOU) or Operational Agreement between Council and the applicant with respect to maintenance then the maintenance cost may need to be adjusted to reflect the expectations of this agreement.

4.8 APPLICATION AND APPROVAL

All applications for monuments and memorials on Council open space are to be submitted to Council by way of a formal written application, which clearly identifies the name and contact details of the applicant. The application is to provide a statement addressing the criteria listed within this policy.

All applications which are received by Council are to be reviewed by the relevant assessing officer. If insufficient information is received, the Officer may either reject the application, or request further information to assist in the approval assessment. Once the assessing officer is satisfied that the application and supporting documentation meets the criteria of this policy, a formal recommendation is to be submitted to the next Council meeting for endorsement by the Councillors.

In the case of different memorial or monument designs being prepared for the same area of open space these designs will be referred to Council for a decision.

END OF POLICY STATEMENT

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Delivery, Cost and Ownership

1. 20% construction contingency seems to be on the high side and purpose of the contingency cost needs to be explained.
2. The wording "not exhausted to be returned to the applicant at the completion of works" may further be explained and better be rephrased in a different sentence for the3 applicant's clarity.
3. The applicants should be given the option to adjust the 'money not exhausted/spent in construction' towards the maintenance cost.
4. Council's right to remove, replace and relocate any Monument or Memorial, must not be based on the arbitrary decision of the Council and must be subject to discussions and debates with the concerned communities on the basis of valid and sufficient reasons convincing and acceptable to the applicant and other concerned communities.

4.7 Management and Management Cost

1. 10% maintenance costs needs to be clarified further - whether one-time or annual. If annual, the percentage rate will be much lower - between 0.5% and 1%.
2. There should be a clause with respect to maintaining the security of the Monument or Memorial to prevent damage and vandalism by vested interest, rival groups or other quarters.
3. There must be a 'Memorandum of Understanding' or an 'Operational Agreement' (as applicable) between the Council and the Applicant with respect to maintenance of the Memorials or Monuments and organisation of programs and festivities at around those, cleaning/clearing, etc.

8.6 Draft Open Space and Land Review Strategy

Reporting Officer

Executive Manager Open Space
City Delivery

Community Strategic Plan

Objective	Strategy
1 Outcome One: A Vibrant, Liveable City	1.2 - Create safe, well maintained, activated and accessible public spaces

Officer's Recommendation

That Council adopt the Draft Open Space and Land Review Strategy as contained in this report.

Purpose

1. to inform Council of the outcome of the public exhibition of the Draft Open Space and Land Review Strategy.
2. to seek Council's endorsement to adopt the Draft Open Space and Land Review Strategy.

History

Council at its meeting held 13 March 2018, considered a report on the Draft Open Space and Land Review Strategy and resolved as follows:

1. That Council endorse the Draft Open Space and Land Review Strategy 2018 for the purpose of placing it on public exhibition for a period of at least 42 days.
2. That following the public exhibition period a further report be tabled on the Draft Open Space and Land Review Strategy for 2018 for Council's consideration, highlighting any changes to the draft.

Report

Exhibition Period

In accordance with Council's resolution, the Draft Open Space and Land Review Strategy, provided in attachment 1, was publicly exhibited for a period of 42 days from Tuesday 27 March 2018 until Friday 4 May 2018.

Copies of the draft policy were made available to the public at Council's Customer Service Centre, on Council's website and all of Council's libraries.

Two responses were received from local residents. The issues that were raised in their submissions are shown in the table below and a copy of the suggestions that they raised are provided in attachments 1 and attachment 2 of this document.

General Comments

General comments - Issues/suggestions raised	Staff Response
Although Campbelltown is promoted as the first green city it lacks as part of its infrastructure any substantial developed natural land in the city. The city's history of development focused solely that all land developed by Council be developed for active community use such as playing fields	Council has a number of reserves such as Simmos Beach that have been developed as natural areas catering for passive recreation. While Council has developed a number of active playing fields in the past it is now in the process of developing all open space areas to cater for both active and passive recreation and to have environmental values. Council's Open Space Strategic Plan identifies Council's intention to provide embellishments within established areas of the City for passive and active recreation.
Although a number of tracts of land have been kept for natural development no plans have been developed for their transformation.	There are plans in place to transform some of our natural areas. These plans include master plans and plans of management. The community and stakeholders will be notified as part of the process of enhancing the natural areas.
Typically these lands would provide a natural space for the community to walk, cycle and enjoy nature and open spaces. The need for such spaces will be crucial to meet the needs of the community with higher density land development proposed.	Noted. This is part of our current planning process and the appropriate infrastructure is being provided in natural areas to provide better walking, cycling and enjoyment spaces for the local community.
In developing these lands natural features should be used and enhanced to include the return of natural vegetation to attract the local and endangered fauna. Good habitat coupled with good facilities will ensure the community benefit from nature.	Noted. This is part of our current planning process. Examples of these projects include Wild Koala Day tree planting at Smith Creek, National Tree Day Planting Events and numerous grants projects including Noorumba Reserve, Cook Park and Fishers Ghost Creek.
Natural open space will not only benefit the mental well-being of the community but also provide a source of tourism and the benefits this brings to the city.	Noted and agree.
Critically in the past Council has been unable to maintain the passive lands, so for this strategy to be successful the maintenance of passive lands needs to be inbuilt into Council's operation.	Noted. Staff are currently reviewing Council's internal service level agreements in the maintenance of open space to improve their condition.
The current sites of Simmos Beach, Keith Longhurst Reserve and Marsden's Park have seen development and minimal maintenance.	These areas will be the subject of future plans that will ensure that the proposed development of these sites can be sufficiently maintained.
While other sites such as Noorumba	We are currently in the process of preparing

Reserve, Peter Meadows, Kanbyugal Reserve, Varroville, Burrendah Reserve, Smiths Creek Reserve have had no attention all need comprehensive plans. These POM need to include particularly a flora and fauna plan, facilities, environmental educational facilities (natural classrooms) and community uses (Amphitheatre's) and maintenance regimes.	plans for these locations. The community and stakeholders will be notified as part of this process. Noorumba Reserve is now a bio-banked site and will be managed accordingly.
Not clear what this document is trying to achieve. What is its purpose? Is this a report on the results of a land review? Or is this some sort of strategy/set of criteria that will be used to conduct a land review of open space?	One of the purposes of the Strategy is to provide a set of criteria to assess open space in the Open Space Land Review Plan.
Document contains lots of data in tables, but doesn't identify specific land which is considered landlocked, small or isolated. It doesn't identify specific small spaces zoned RE1 that are potentially going to be reclassified as operational land ... (as per the Open Space Strategic Plan 2018).	These parcels of land will be identified in the Open Space Land Review Plan, which is the next stage of the Open Space Planning.
It lists key actions from Open Space Strategic Plan 2018 on pages 7-8, but not sure which ones this document is addressing – all or just some? Lots of repetition between this draft document and the Open Space Strategic Plan 2018.	The key actions from the Open Space Strategic Plan and the Open Space and Land Review Strategy will inform the Open Space Land Review Plan. The repetition just reinforces the key actions from these plans.
Page 13. Open Space Provision - under characteristics to be considered: • Point about not required for drainage/stormwater management – this is almost unachievable in Campbelltown – most ovals are exactly that. You'd be hard pushed to find an oval that does not primarily serve to manage stormwater.	The statement about land that is not required for drainage/stormwater management refers to all open space not just playing fields.
"Accessible" – has a very broad meaning – does this mean accessible for people with mobility limitations, or does it mean accessible in terms of being able to get there without a car. Need to clarify if this is to be a characteristic that is being used to assess open spaces.	The meaning of accessible refers to access to the open space as well as within the open space.

The submissions focus mainly on items that are the outcomes from the implementation of the open space strategies and plans. It is proposed that Council adopt the Draft Open Space and Land Review Strategy. The next phase of planning that will be tabled for Council's consideration is the Open Space Land Review Plan. This plan is where the detail is required. The submissions received will help to formulate this plan. Consultation with stakeholders and the community will be crucial in the development of this plan.

Attachments

1. Feedback response for Open Space and Land Review Strategy (contained within this report)
2. Feedback response for Open Space and Land Review Strategy (contained within this report)

Open Space and Land Review Strategy

I wish to offer the following comments for consideration in the development of Councils Open Space and Land Review Strategy in relation to the development of passive open space..

- Although Campbelltown is promoted as the first green city it lacks as part of its infrastructure any substantial developed natural land in the city. The city's history of development focused solely that all land developed by Council be developed for active community use such as playing fields.
- Although a number of tracts of land have been kept for natural development no plans have been developed for their transformation.
- Typical these lands would provide a natural space for the community to walk, cycle and enjoy nature and open spaces. The need for such spaces will be crucial to meet the needs of the community with higher density land development proposed.
- In developing these lands natural features should be used and enhanced to include the return of natural vegetation to attract the local and endangered fauna. Good habitat coupled with good facilities will ensure the community benefit from nature.
- Natural open space will not only benefit the mental well being of the community but also provide a source of tourism and the benefits this brings to the city.
- Critically in the past Council has been unable to maintain the passive lands so for this strategy to be successful the maintenance of passive lands needs to be inbuilt into Councils operation.
- The current sites of Simmos Beach, Keith Longhurst Reserve and Marsden's Park have seen development and minimal maintenance.
- While other sites such as Noorumba Reserve, Peter Meadows, Kanbyugal Reserve, Varroville, Burrendah Reserve, Smiths Creek Reserve have had no attention all need comprehensive plans. These POM need to include particularly a flora and fauna plan, facilities, environmental educational facilities (natural classrooms) and community uses (Amphitheatres)and maintenance regimes.

HYS - Draft Open Space and Land Review Strategy

Submission date: 03/05/2018 08:50 AM

Receipt number: 2

Question	Response
Draft Open Space and Land Review Strategy	
Is your submission/feedback?	Supportive
Please enter your submission	<p>Not clear what this document is trying to achieve. What is its purpose? Is this a report on the results of a land review? Or is this some sort of strategy/set of criteria that will be used to conduct a land review of open space?</p> <p>Document contains lots of data in tables, but doesn't identify specific land which is considered landlocked, small or isolated. It doesn't identify specific small spaces zoned RE1 that are potentially going to be reclassified as operational land ... (as per the Open Space Strategic Plan 2018).</p> <p>It lists key actions from Open Space Strategic Plan 2018 on pages 7-8, but not sure which ones this document is addressing – all or just some?</p> <p>Lots of repetition between this draft document and the Open Space Strategic Plan 2018.</p> <p>Page 13. Open Space Provision - under "characteristics to be considered":</p> <ul style="list-style-type: none"> • Point about not required for drainage/stormwater management – this is almost unachievable in Campbelltown – most ovals are exactly that. You'd be hard pushed to find an oval that does not primarily serve to manage stormwater. • "Accessible" – has a very broad meaning – does this mean accessible for people with mobility limitations, or does it mean accessible in terms of being able to get there without a car. Need to clarify if this is to be a characteristic that is being used to assess open spaces.
Please attach your submission	
Given name	
Surname	
Email address	
Phone number - Business hours	

8.7 Proposed footpath along St Andrews Road from Ballantrae Drive to Midlothian Road, St Andrews

Reporting Officer

Director City Delivery
City Delivery

Community Strategic Plan

Objective	Strategy
3 Outcome Three: A Thriving, Attractive City	3.2 - Ensure that service provision supports the community to achieve and meets their needs

Officer's Recommendation

1. That Council note the action taken to date on the issue of a footpath for St Andrews Road, from Ballantrae Drive to Midlothian Road, St Andrews.
2. That Council continue providing a comprehensive footpath network throughout St Andrews Road that improves all inclusive accessibility where possible.

Purpose

To update Council on the feasibility of providing a footpath along St Andrews Road, from Ballantrae Drive to Midlothian Road, St Andrews.

Report

Council at its meeting held 18 April 2017 resolved:

That a report be presented on the feasibility of providing a footpath along St Andrews Road, from Ballantrae Drive to Midlothian Road, St Andrews.

The section of St Andrews Road between the eastern leg of Ballantrae Drive and Midlothian Road has no residents with vehicular or pedestrian access onto this section of road. The only access is for pedestrians through the two parks located on the crest of the hill on St Andrews Road (attachment 1). As can be seen from the aerial photo, the majority of homes in this area are better served by the footpath along Ballantrae Drive (southern side of St Andrews Road) and Aberdeen and Midlothian Roads. It should be noted that the footpath along Midlothian Road is not completed, however, Council Officers have been actively working on completing this link over the last few years. This footpath is far more accessible than would be a footpath on St Andrews Road

With respect to the request for provision of a footpath along St Andrews Road from Ballantrae Drive to Midlothian Road, staff arranged for a terrain survey to be carried out and then design options were developed to explore the feasibility of providing a footpath along this route.

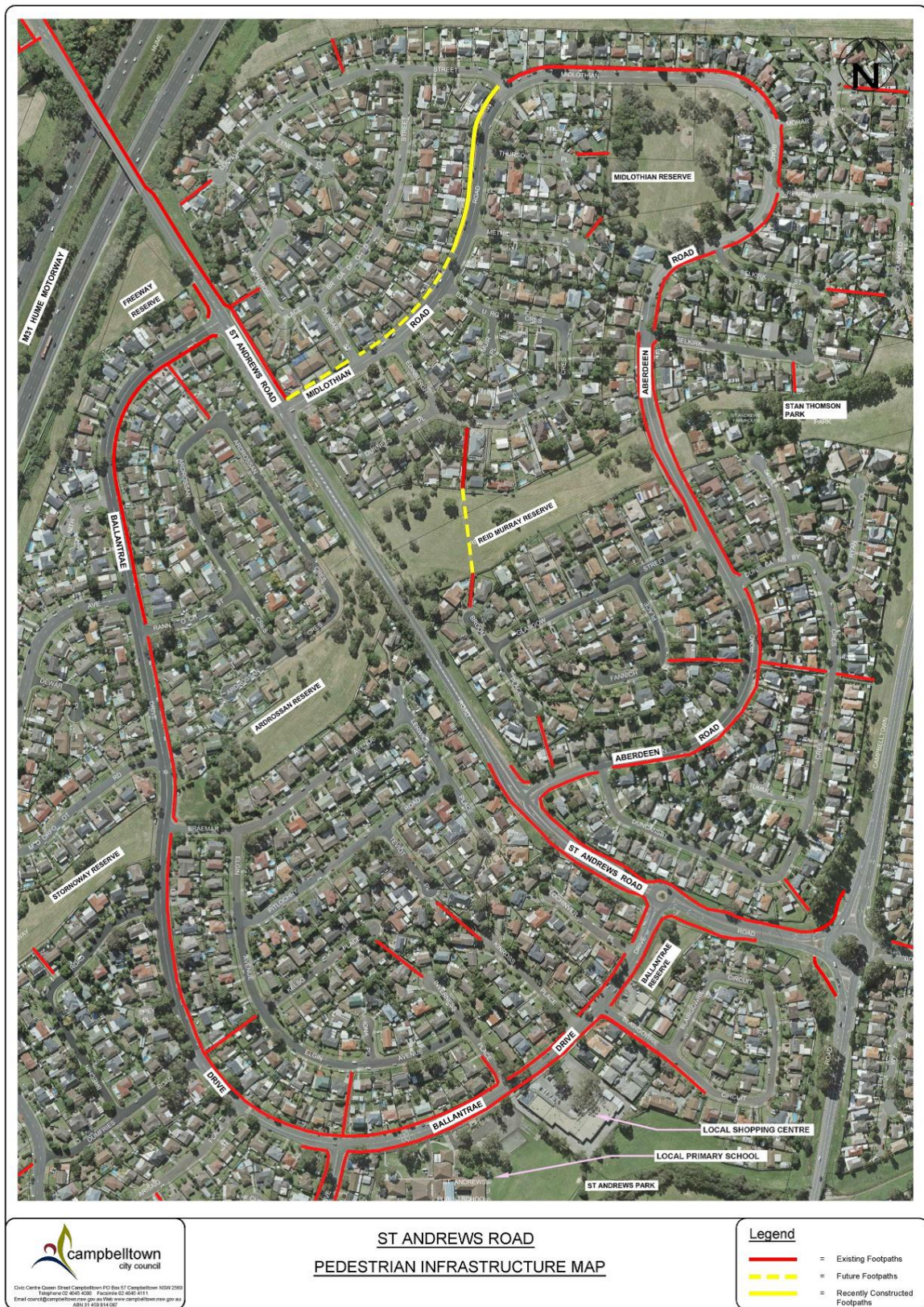
From the investigative work undertaken, it has been determined that the footpath along this route would need to be constructed on both sides of the road due to the restricted access available to cross the road. Numerous trees would also need to be removed along the road to accommodate the footpaths (see photo below). The topography of the area is such that the gradient of the road and nature strip is quite steep. The provision of a footpath along this section of roadway would not comply with current standards for safe access by the elderly and people with special needs, that is, it will not be fully accessible.

Further to the above, a cost estimate has been undertaken to understand the financial implications of constructing these footpaths. Staff have estimated the cost to be somewhere in the vicinity of \$950,000. This estimate is based on Council's existing footpath contract rates. Due to the limited number of residents that would benefit from these works, it is considered that investment in footpath connections via Ballantrae Drive, Aberdeen Road and Midlothian Road will provide better pedestrian outcomes for the majority of residents at a far lower cost to Council.

Future planned work for this footpath network will shortly see a footpath constructed across Reid Murray Reserve. As shown in the below photo, this will connect the two laneways on either side of the reserve and will provide another link in a far more accessible route for the majority of residents.

Attachments

1. St Andrews Road Pedestrian Infrastructure Map (aerial view) (contained within this report)



8.8 Revised Policy - Education and Care Services

Reporting Officer

Executive Manager Community and Cultural Services and Acting Administrative Assistant
City Lifestyles

Community Strategic Plan

Objective	Strategy
3 Outcome Three: A Thriving, Attractive City	3.2 - Ensure that service provision supports the community to achieve and meets their needs

Officer's Recommendation

1. That the revised Education and Care Services Policy as attached to this report be adopted and the title updated to Family, Education and Community Services Policy.
2. That the Family, Education and Community Services Policy review date be set at 30 June 2021.

Purpose

To seek Council's endorsement of the revised Family, Education and Community Services Policy.

History

The above mentioned policy was adopted by Council on 4 March 1986 and last reviewed on 1 July 2014. The policy is now due for review in accordance with the Records and Document Management Policy.

Report

The above mentioned policy has been reviewed in accordance with Council's Record Management Policy and the adopted procedure for Policy Development and Review.


Edits have been made to the policy which includes:

1. Section name has been changed to Family, Education and Community Services. As part of Council's restructure, Education and Care Services was changed to Family, Education and Community Services. This is reflected in the edits made to this policy; including the updating of the title.
2. References to relevant Legislation and Corporate Plan documents have been amended to reflect the current version and any title changes.

3. Responsible Officer has been changed to Operations Manager, Family Education and Community Services to reflect title change of the role within the restructure.
4. References to Management team have been replaced with Leadership team as the wider Family Education and Community Services is legally responsible for ensuring legislative requirements are adhered to.
5. The functions of Bicycle Education Centre and Immunisation have been added to the portfolio of the Family, Education and Community Services and have therefore been updated within this Policy. Mobile Toy and Book Library and Campbelltown Child and Family Centre programs previously within the portfolio, however were not mentioned have now been included.
6. Programs no longer operated by Council, that is In-home Care and Occasional Care, have been removed from the Policy.

Attachments

1. Family Education and Community Services Policy - proposed revised version (contained within this report)
2. Family Education and Community Services Policy - previous version (contained within this report)

		POLICY
Policy Title	Family, Education and Community Services	
Related Documentation	National Competition Policy	
Relevant Legislation/ Corporate Plan	Education and Care Services National Law Act 2010 Child Protection Law Australian Children's Education and Care Quality Authority (ACECQA) NSW Department of Education and Communities NSW Family and Community Services NSW Ombudsman The Ombudsman Amendment (Child Protection and Community Service) Act 1998 Child Protection (Prohibited Employment) Act 1998 The Commission for Children and Young People Act 1998 The Children and Young Person (Care and Protection) Amendment (Children's Services) Act 2010 Children (Education and Care Services) Supplementary Provisions Regulation 2012 Privacy Act 1988 Government Information (Public Access) Act 2009 State Environment Planning Policy (SEPP) 2018	
Responsible Officer	Operations Manager Family, Education and Community Services	

Policy details may change prior to review date due to legislative changes, therefore this document is uncontrolled when printed.

Objectives

To ensure Council provides a variety of education and care services for children aged 0-12 years, including the provision of child development and family support.

Policy Statement

That Council foster and support the overall coordination, development and implementation of education and care services within the community.

Scope

This policy covers all of Council's Family, Education and Community Services, Family, Education and Community Services educators and ancillary staff, and other Specialist Services provided by local community groups within the Campbelltown Local Government Area.

Definitions

DATA AND DOCUMENT CONTROL		
Division: Community Services Section: Education and Care Services DocSet: 1555194	Adopted Date: 04/03/1986 Revised Date: 01/07/2014 Minute Number: 113 Review Date: 30/06/2017	Page: 1 of 2

Campbelltown City Council

This includes Playgroups, Preschools, Long Day Care, Family Day Care, Outside School Hours Care, School Holiday Care, Bicycle Education Centre, Immunisation, Mobile Toy and Book Library and Campbelltown Child and Family Centre.

Legislative Context

Council's Education and Care Services operate under the Education and Care Services National Law Act 2010, Education and Care Services National Regulations 2018 and the Child Protection Act.

Principles

1. That Council's Family, Education and Community Services leadership team continue to deliver affordable, sustainable, quality, resource efficient Education and Care Services that meet customer needs through ongoing evaluation and operational reviews.
2. That Council encourage and support local community groups to develop and manage Education and Care Services, which address identified child and family needs.
3. That Council's development and provision of new community facilities considers Education and Care Services requirements and the State Environmental Planning Policy (SEPP) in order to meet community needs and/or demand.
4. That Council encourage the awareness and support of children with diverse needs, children from culturally and linguistically diverse backgrounds, Aboriginal/Torres Strait Islanders, South Sea Islanders, children who are refugees and children who have suffered trauma and torture.
5. That Council include support of families within their Education and Care Services, where possible, through partnerships with other local non-Government organisations.

Responsibility

That the Operations Manager Family, Education and Community Services be responsible for ensuring the information outlined in this policy.

Effectiveness of this Policy

Council will continue to foster and support the overall coordination and delivery of all Family, Education and Community Services.

Council's Education and Community Services maintain high quality standards at all times and comply with the Education and Care National Law and Education and Care Regulation requirements.


Council will continue to support local community groups to develop and manage Education and Care Services, which address identified needs.

Council's Family, Education and Community Services leadership team will continue to deliver sustainable and resource efficient children's services that meet customer needs through ongoing evaluation and operational review.

The Operations Manager Family, Education and Community Services will review practices on a regular basis to ensure this policy remains relevant and current.

END OF POLICY STATEMENT

DATA AND DOCUMENT CONTROL		
DocSet: 1555194	Page: 2 of 2	

		POLICY
Policy Title	Education and Care Services	
Related Documentation	National Competition Policy	
Relevant Legislation/ Corporate Plan	Education and Care Services National Regulations 2011 Child Protection Act Australian Children's Education and Care Quality Authority Department of Education and Communities Department of Family and Community Services NSW Ombudsman Department The Ombudsman Amendment (Child Protection and Community Service) Act 1988 Child Protection (Prohibited Employment) Act 1998 The Commission for Children and Young People Act 1998 The Children and Young Person (Care Protection) Amendment (Children's Services) Bill 2010 Children (Education and Care Services) Supplementary Provisions Regulation 2012	
Responsible Officer	Manager Education and Care Services	

Policy details may change prior to review date due to legislative changes, therefore this document is uncontrolled when printed.

Objectives

To ensure Council provides a variety of education and care services for children aged 0-12 years, including the provision of child development and family support.

Policy Statement

That Council foster and support the overall coordination, development and implementation of education and care services within the community.

Scope

This policy covers all of Council's Education and ~~Care~~ Services, Education and Care Services educators and ancillary staff, and other Education and ~~Care~~ Services provided by local community groups within the Campbelltown Local Government Area.

Definitions

This includes Playgroups, Preschools, Long Day Care, Family Day Care, ~~In Home Care, Occasional Care~~, Outside School Hours Care, School Holiday Care, ~~Outreach, Emergency Care~~ and ~~Services for children with diverse needs.~~

DATA AND DOCUMENT CONTROL		
Division: Community Services Section: Education and Care Services DocSet: 1555194	Adopted Date: 04/03/1986 Revised Date: 01/07/2014 Minute Number: 113 Review Date: 30/06/2017	Page: 1 of 2

Campbelltown City Council

Legislative Context

Council's Education and Care Services operate under the Education and Care Services National Regulations 2011 and the Child Protection Act.

Principles

1. That Council's Education and Care Services management team continue to deliver affordable, sustainable, quality, resource efficient Education and Care Services that meet customer needs through ongoing evaluation and operational reviews.
2. That Council encourage and support local community groups to develop and manage Education and Care Services, which address identified child and family needs.
3. That Council's development and provision of new community facilities considers Education and Care Services requirements in order to meet community needs and/or demand.
4. That Council encourage the awareness and support of children with diverse needs, children from culturally and linguistically diverse backgrounds, Aboriginal/Torres Strait Islanders, South Sea Islanders, children who are refugees and children who have suffered trauma and torture.
5. That Council include support of families within their Education and Care Services, where possible, through partnerships with other local non-Government organisations.

Responsibility

That the Manager Education and Care Services be responsible for ensuring the information outlined in this policy.

Effectiveness of this Policy

Council will continue to foster and support the overall coordination and delivery of ~~Education and Care Services~~.

Council's Education and Care Services maintain high quality standards at all times and comply with all ~~Licensing and~~ Regulation requirements.

Council will continue to support local community groups to develop and manage Education and Care Services, which address identified needs.

Council's Education and ~~Care Services management~~ team will continue to deliver sustainable and resource efficient children's services that meet customer needs through ongoing evaluation and operational review.

The Manager Education and ~~Care Services~~ will review policy on a regular basis to ensure this policy remains relevant.

END OF POLICY STATEMENT

DATA AND DOCUMENT CONTROL		
DocSet: 1555194	Page: 2 of 2	

8.9 Minutes of Campbelltown Arts Centre Strategic Committee held 2 May 2018

Reporting Officer

Executive Manager Community and Cultural Services
City Lifestyles

Officer's Recommendation

That the minutes of the Campbelltown Arts Centre Strategic Committee held 2 May 2018 be noted.

Purpose

To seek Council's endorsement of the minutes of the Campbelltown Arts Centre Strategic Committee held 2 May 2018.

Report

Detailed below are the recommendations of the Campbelltown Arts Centre Strategic Committee. Council officers have reviewed the recommendations and they are now presented for Council's consideration.

Reports listed for consideration

4.1 Minutes of the previous Campbelltown Arts Centre Strategic Committee Meeting held 7 March 2018

Committee's Recommendation:

That the information be noted.

5.1 Campbelltown City Council Collection - New Acquisitions

Committee's Recommendation:

The Campbelltown Arts Centre Strategic Committee resolved that the following proposed acquisitions be endorsed by the Campbelltown Arts Centre Strategic Committee for further consideration by Council to be acquired as a part of the Campbelltown City Council collection:

- Donations by Tony Albert - Hidden History, Blood Water and Greetings from Appin
- Donation by Frances Belle Parker - Tears will flow at the blood shed
- Donations by Julie Gough - Hunting Ground (Haunted) Van Diemen's Land and Hunting Ground (Pastoral) Van Diemen's Land
- Donation by Dale Harding - Mardgin dhoolbala milgangoondhi - rifles hidden in the cliffs

- Donations by Cheryl L'Hirondelle - Dharawal kiskisiwin (remembering Dharawal) - 1. nîpawiwîn Dharawal ohci (standing up for the Dharawal) and Dharawal kiskisiwin (remembering Dharawal) - 2. Appin nikamowin (singing Appin)
- Donation by Adrian Stimson - As Above So Below.

5.2 Development of a Design and Artisan Market for Campbelltown

Committee's Recommendation:

The Campbelltown Arts Centre Strategic Committee collectively discussed the concept of an Artisan Market for Campbelltown and provided the Manager Creative Life with a number of suggestions, examples and concepts for consideration.

Attachments

1. Minutes of the Campbelltown Arts Centre Strategic Committee held 2 May 2018 (contained within this report)

CAMPBELLTOWN CITY COUNCIL

Minutes Summary

Campbelltown Arts Centre Strategic Committee Meeting held at 6.00pm on Wednesday, 2 May 2018.

ITEM	TITLE	PAGE
1.	ACKNOWLEDGEMENT OF LAND	2
2.	APOLOGIES	2
3.	DECLARATIONS OF INTEREST	2
4.	MINUTES OF THE PREVIOUS CAMPBELLTOWN ARTS CENTRE STRATEGIC COMMITTEE MEETING HELD 7 MARCH 2018	3
5.	REPORTS	3
5.1	Campbelltown City Council Collection - New Acquisitions	3
5.2	Development of a Design and Artisan Market for Campbelltown	11
6.	GENERAL BUSINESS	12
6.1	Campbelltown Arts Centre Strategic Committee Skills Audit	12
6.2	IlluminARTE Wollondilly 2018	13
6.3	Creative Camden Hub	13

Minutes of the Campbelltown Arts Centre Strategic Committee Meeting held on 02 May 2018

Present

Deputy Mayor Cr M Oates	Chairperson, Campbelltown City Council
Councillor M Chowdhury	Committee Member, Campbelltown City Council
Councillor M Banasik	Committee Member, Wollondilly Shire Council
Dr Cheryle Yin-Lo	Committee Member, Camden Council
Mr Andrew Christie	Committee Member, Arts Community
Mr Rudi Kolkman	Committee Member, Business Sector/Community
Ms Lucy Stackpool	Committee Member, Business Sector/Community
Mr Steven Donaghey	Committee Member, Business Sector/Community
Ms Mariah Calman	Committee Member, Education Sector
Lorna Grear	Committee Member, Education Sector
Mrs Joan Long	Committee Member, Friends of Campbelltown Arts Centre

Also Present:

Mr Michael Dagostino	Manager Creative Life, Campbelltown City Council
Mrs Jane Worden	Executive Support, Campbelltown City Council

1. ACKNOWLEDGEMENT OF LAND

An Acknowledgement of Land was presented by the Chairperson Councillor Meg Oates.

2. APOLOGIES

Committee's Recommendation: (Kolkman/Chowdhury)

That the apologies from Campbelltown City Council Committee members and representatives Mayor Councillor George Bricevic, Lindy Deitz - General Manager and Cr Councillor Ben Moroney, Lisa Miscamble - Director City Lifestyles; Justine Uluibau - Executive Manager Community and Cultural Services, Allison Derrett - Business Sector/Community, Dorothy Heatley - Friends of Campbelltown Arts Centre be received and accepted.

CARRIED

3. DECLARATIONS OF INTEREST

There were no declarations of Interest made at this meeting.

4. MINUTES OF THE PREVIOUS CAMPBELLTOWN ARTS CENTRE STRATEGIC COMMITTEE MEETING HELD 7 MARCH 2018

Reporting Officer

Executive Manager Community and Cultural Services

Officer's Recommendation

That the information be noted.

Committee's Recommendation: (Banasik/Donaghey)

That the information be noted.

CARRIED

Report

The minutes of the Campbelltown Arts Centre Strategic Committee Meeting held 7 March 2018, copies of which have been circulated to each Sub Committee member, were adopted by Council at its meeting held 10 April 2018.

Attachments

Nil

5. REPORTS

5.1 Campbelltown City Council Collection - New Acquisitions

Reporting Officer

Manager Creative Life
City Lifestyles

Officer's Recommendation

That the following proposed six donations be endorsed by the Campbelltown Arts Centre Strategic Committee for further consideration by Council to be acquired as a part of the Campbelltown City Council collection:

- Donations by Tony Albert - Hidden History, Blood Water and Greetings from Appin
- Donation by Frances Belle Parker - Tears will flow at the blood shed
- Donations by Julie Gough - Hunting Ground (Haunted) Van Diemen's Land and Hunting Ground (Pastoral) Van Diemen's Land

- Donation by Dale Harding - Mardgin dhoolbala milgangoondhi - rifles hidden in the cliffs
- Donations by Cheryl L'Hirondelle - Dharawal kiskisiwin (remembering Dharawal) - 1. nîpawiwîn Dharawal ohci (standing up for the Dharawal) and Dharawal kiskisiwin (remembering Dharawal) - 2. Appin nikamowin (singing Appin)
- Donation by Adrian Stimson - As Above So Below.

Committee's Recommendation: (Kolkman/Long)

The Campbelltown Arts Centre Strategic Committee resolved that the following proposed acquisitions be endorsed by the Campbelltown Arts Centre Strategic Committee for further consideration by Council to be acquired as a part of the Campbelltown City Council collection:

- Donations by Tony Albert - Hidden History, Blood Water and Greetings from Appin
- Donation by Frances Belle Parker - Tears will flow at the blood shed
- Donations by Julie Gough - Hunting Ground (Haunted) Van Diemen's Land and Hunting Ground (Pastoral) Van Diemen's Land
- Donation by Dale Harding - Mardgin dhoolbala milgangoondhi - rifles hidden in the cliffs
- Donations by Cheryl L'Hirondelle - Dharawal kiskisiwin (remembering Dharawal) - 1. nîpawiwîn Dharawal ohci (standing up for the Dharawal) and Dharawal kiskisiwin (remembering Dharawal) - 2. Appin nikamowin (singing Appin)
- Donation by Adrian Stimson - As Above So Below.

CARRIED

Purpose

To advise Council of donated works to be acquired for the Campbelltown City Council collection.

Report

Campbelltown City Council's Collection Policy provides a framework for the management of Council's permanent collection by Campbelltown Arts Centre. Listed below are proposed donated works to be acquired for Council's collection and are in line with the policy objectives.

Donation 1**Tony Albert**

Hidden History

2016

Vintage children's school desk, black paper, white pastel crayons, two framed prints

Dimensions variable

Commissioned by Campbelltown Arts Centre

Blood Water

2016

Vintage woollen tapestries, cord

23 x 28cm, cords variable

Commissioned by Campbelltown Arts Centre

Greetings From Appin

2016

Etching and aquatint

Paper: 70 x 75 cm, Image: 50 x 50 cm

Commissioned by Campbelltown Arts Centre

Biography

Born in 1981, Tony Albert is a Kuku Yalandji man who currently lives in Sydney. Albert's artworks are complex interrogations of the human condition where mining imagery and source material from across the globe draws upon personal and collective histories, Albert questions how we understand and imagine difference.

Recent solo exhibitions include Projecting our Future, Art Gallery of NSW, Sydney; Brothers, Sullivan+Strumpf, Sydney (2013); Family, Sullivan+Strumpf (2012); Be Deadly, with Griffith University for Cairns Indigenous Art Fair, Cairns (2011); and Pay Attention, City Gallery, Wellington, New Zealand (2010). Group exhibitions include Dark Heart: 2014 Adelaide Biennial of Australian Art, Adelaide (2014); My Country, I Still Call Australia Home: Contemporary Art from Black Australia, Queensland Art Gallery/GOMA, Brisbane (2013); string theory: focus on contemporary Australian art, Museum of Contemporary Art, Sydney (2013); The Weight of History, Singapore Art Museum, Singapore (2013); unDisclosed, 2nd National Indigenous Art Triennial, NGA, Canberra; Making Change, National Art Museum of China, Beijing (2012); and Roundabout, Tel Aviv Art Museum, Israel, and City Gallery, Wellington (2011). In 2014 Albert was awarded the Basil Sellers Art Prize and the Telstra National Aboriginal and Torres Strait Islander Art Award. In 2015 he unveiled a major new monument in Sydney's Hyde Park dedicated to Australia's Aboriginal and Torres Strait Islander military service men and women.

Artist Statement

Hidden History

This work refers to hidden, erased and denied histories, histories that are not taught in schools, learnt in the public domain, or acknowledged in the cultural landscape of Australia. Laser-etched into the top of a vintage school desk is a list of ten massacres from around Australia. Whilst there are hundreds of individual sites, I have chosen ten as a starting point for conversation/education. The second desktop reads: "women and children first". Not to be mistaken for the polite terminology associated with manners; it was a term used to suggest that the fastest way to eradicate any culture was to kill the women and children first.

Visitors to the gallery were encouraged to take a piece of paper and use a crayon and sheet of black paper to create a rubbing of the etched text. The idea is to expose the hidden histories denied by the education system.

Blood Water

Four vintage tapestries are lined up side by side. Each has an idyllic image of Aboriginal people in the landscape. I chose this medium to reference a craft in use at the time of massacres. The bottom of each tapestry is embellished with red cords that signify rivers of blood. The cords cascade down the wall to create small pools of blood on the gallery floor. Red evokes the Aboriginal flag and the colour of the earth. Aboriginal people also associate red with bloodshed upon the land.

Greetings from Appin

Greetings from Appin continues my work on the representation of Aboriginal people and our art onto ashtrays mass produced for the tourist trade in the 20th century. This etching of such an ashtray was inspired by a quote sourced from Bruce Elder's seminal 1988 book on the subject of massacres, *Blood on the Wattle*. The quote reads: "Some escaped into the scrub, others jumped into the waterhole, and, as fast as they put their head up for breath, they were shot until the water was red with blood".

Donation 2**Frances Belle Parker**

Tears will flow at the blood shed

2016

Acrylic on Belgian Linen

20 panels, 40 x 150 cm each

Commissioned by Campbelltown Arts Centre

Biography

Born in 1982, Frances Belle Parker is a proud Yaegl woman, painter and installation artist from Maclean, New South Wales. She is deeply inspired by her mother's Yaegl land and by Ulgundahi Island in the Clarence River where her mother grew up. She came to prominence after winning the Blake Prize in 2000. She was the youngest ever winner and the first Indigenous recipient in the prize's history. From 2005 to 2011, Parker was a finalist in the Parliament of NSW Aboriginal Art Prize. She was also a 2006 finalist in the prestigious Telstra National Aboriginal and Torres Strait Islander Art Award.

Parker completed a Bachelor of Fine Arts from the University of New South Wales, a Bachelor of Visual Arts (Honours) and a Masters of Indigenous Studies (Wellbeing), both through Southern Cross University. Significant solo exhibitions include: *Always ...*, Grafton Regional Gallery, 2013; *My River*, 3 Rivers Aboriginal Art Space, Lismore, 2010; *Fragmented*, Lismore Regional Gallery, 2009; *Identifying Ulgundahi*, The Dreaming Festival, Woodford, 2009; *Identifying Ulgundahi*, CoFA Gallery, College of Fine Arts, University of New South Wales, Sydney, 2008; *Beiirrinba Araagyirri – Clarence River Sunrise*, Ulgundahi Art & Culture Gallery, Maclean, 2002. Selected group exhibitions include: *Sculpture By the Sea*, Sydney, 2009; *A Special Kind of Vision*, Retrospect Galleries, Byron Bay, 2009; *Collectors Paradise*, Northern Rivers Community Gallery, Ballina, 2009; and *CarriageARTworks*, Carriageworks, Sydney, 2009.

Artist statement

Tears will flow at the bloodshed, is a representation of the atrocities which took place 200 years ago within the Dharawal Nation. My intention is to tell this story through my eyes, that of a Yaegl woman, a visitor to Dharawal Country. My focus in creating this work is to ensure that I do the Dharawal people and landscape justice in what is portrayed. Each of the work's twenty canvases represents a decade since the Appin Massacre was committed. Fourteen of these canvases are subtly marked in recognition of the fourteen bodies recovered from the site — even though it is likely that many more lives were lost during this greedy and barbaric act.

Donation 3**Julie Gough**

HUNTING GROUND (Haunted) Van Diemen's Land

2016

HDMI video projection, 16:9, colour, sound, 13:16 min, 10 prints on BFK Rives 280gsm paper

10x prints, 46 x 33 cm each

Commissioned by Campbelltown Arts Centre

Julie Gough

HUNTING GROUND (Pastoral) Van Diemen's Land

2016

HDMI video projection, colour, silent

19:53 min

Commissioned by Campbelltown Arts Centre

Biography

Born in 1965, Julie Gough is a Trawlwoolway woman whose maternal traditional country. Gough is an artist, freelance curator and writer living in Tasmania. Her art practice involves uncovering and re-presenting often conflicting and subsumed histories, many referring to her own and her family's experiences as Tasmanian Aboriginal people. Her current installation, sound and video works explore ephemerality, absence and recurrence. Julie holds a PhD and Bachelor of Arts (Honours) in Visual Arts from the University of Tasmania, a masters degree from Goldsmiths College University of London, Bachelor of Arts (Visual Arts) Curtin University and Bachelor of Arts (Prehistory/ English Literature) from the University of Western Australia. Since 1994, Gough has exhibited in more than 130 exhibitions including: undisclosed, National Gallery of Australia, 2012; Clemenger Award, National Gallery of Victoria, 2010; Biennial of Sydney, 2006; Liverpool Biennial, UK, 2001; Perspecta, Art Gallery NSW, 1995. Gough's work is held in most Australian state and national gallery collections, and she is represented by Bett Gallery, Hobart.

Artist statement**Hunting Ground**

Before the colonisation, the invasion of Tasmania, there were areas known to be good hunting grounds where wallaby or kangaroo were plentiful, where Aboriginal people would gather, reconnect, establish and negotiate future plans. Since invasion, places like this are heavy with the loss of my people. They reveal by our everyday absence, the wanton annihilation of our ancestors by newcomers who took and kept these bountiful lands. Terminology shifts and splits, and hunting grounds became the places where our people were destroyed, hunted to ground, with scant clues in the written records confirming what we know.

Hunting Ground (Haunted) Van Diemen's Land

Hunting Ground (Haunted) Van Diemen's Land is the result of trying to find some of the places that match the few written accounts of violent attacks on Aboriginal people in Van Diemen's Land (VDL) by colonists in the first 35 years post invasion. At these sites I placed recently produced etched and silkscreened text 'posters' relating 10 from the multitudes of these murderous encounters. The resulting film is an articulation of otherwise, usually hidden histories; a demonstration of our island as a crime scene; and a record of my reconnection

with these places, establishing there, ensite, that we continue, were not entirely annihilated, and that we remember.

Hunting Ground (Pastoral) Van Diemen's Land

Only two events of murderous violence upon Aboriginal people were termed massacres by VDL colonists, despite likely more than 5,000 Tasmanian Aboriginal people disappearing during the first 30 years post invasion of our island. There are about 100 printed episodes of violent encounter, and surely many hundreds or thousands more that weren't recorded, with no Aboriginal testimony, or likely survivors. Given its bounded island status, Tasmania is a place where countless episodic and intentional murders of Indigenous people occurred. This place can also be understood as one single massacre site where our ancestors suffered a relentless massacre of long duration and wide reach.

The evidence for what happened here is often a marked absence, absence of place names inscribed in our language across the island, absence of most of our families during generations of exile in Bass Strait, absence of acknowledgement of these difficult histories on interpretation statewide. What is present are thousands of artworks by which colonising occupiers claimed place and strategically invented peaceful pastoral beginning stories for their later progeny to stand on and by.

Donation 4

Dale Harding

Mardgin dhoolbala milgangoondhi - rifles hidden in the cliffs
2016

Rawhide, ochre, lamps

Dimensions variable

Commissioned by Campbelltown Arts Centre

Biography

Born in Moranbah in 1982, Dale Harding is a descendent of the Bidjara, Ghung alu and Garingbal peoples of central Queensland. Currently based in Brisbane, Harding has gained recognition for works that explore the untold histories of his communities. He has recently been investigating the social and political realities experienced by members of his family who lived under government control in Queensland. Harding's first solo exhibition, *Colour by Number*, was curated by Tony Albert at Brisbane's Metro Arts in 2012. He has participated in a number of group exhibitions, including *string theory: Focus on Contemporary Australian Art*, Museum of Contemporary Art Australia, Sydney (2013); *My Country, I Still Call Australia Home: Contemporary Art From Black Australia*, Queensland Art Gallery/Gallery of Modern Art (2013); *Outlaws*, Linden Centre for Contemporary Arts (2014); *GoMA Q: Contemporary Queensland Art*, Queensland Art Gallery/Gallery of Modern Art (2015).

Artist statement

Mardgin dhoolbala milgangoondhi - rifles hidden in the cliffs.

Pronounced: Mard-gin dhoolba-la milgan-goondhi. Milgan, cliff, is the same word for eyebrow/brow-ridge, because the landscape is understood in relation to the body, and the body is understood in relation to the landscape.

The sandstone caves and crevasses of my nanna and granddad's countries – which are used as keeping and hiding places – are reconstructed here in the gallery space with boulder-like, ochre and raw hide structures. The installation is accompanied by ochre stencil artworks – negative stencils – showing the outline of antique rifles.

I encourage viewers to engage with my installation in similar ways to how I and my people engage with our old peoples art galleries out on country in the Central Queensland Sandstone Belt. I hope that viewers might receive a viewing experience that not only references the acts of resistance, the landscape and sensibilities of my Old Peoples, but also makes reference to how we engage with our country and our artworks outside of white gallery spaces.

Donation 5**Cheryl L'Hirondelle**

Dharawal kiskisiwin (remembering Dharawal) - 1. nîpawiwîn Dharawal ohci (standing up for the Dharawal)

2016

Video loop, Processing code, Kinect camera, data projection, plinth, screen, light, audience participation

Dimensions variable

Commissioned by Campbelltown Arts Centre

Dharawal kiskisiwin (remembering Dharawal) - 2. Appin nikamowin (singing Appin)

2016

Binaural field audio + song, Google Earth & Street View video & images, data projection, parabolic speaker

4:42 mins

Commissioned by Campbelltown Arts Centre

Biography

Cheryl L'Hirondelle is an Alberta-born, Metis/Cree, interdisciplinary artist and singer/songwriter born in 1958. Since the early 1980s, L'Hirondelle has created, performed and presented work in a variety of artistic disciplines, including music, performance art, theatre, performance poetry, storytelling, installation, and new media. Her creative practice investigates a Cree worldview (nêhiyawin) in contemporary time-space. L'Hirondelle develops endurance-based performances, interventions, site-specific installations, interactive net.art projects, and keeps singing, making rhythm, songs, dancing, and telling stories whenever and wherever she can. Currently based in Toronto, Canada, she has performed and exhibited widely both in Canada and abroad. Her musical efforts and new media work have garnered her critical acclaim and numerous awards.

Artist Statement

"It is a structural matter, a view from a window which has been carefully placed to exclude a whole quadrant of the landscape. What may have begun as a simple forgetting of other possible views turned under habit and over time into something like a cult of forgetfulness practised on a national scale". W.E.H. Stanner (in Pearson, 2015).

I come here in solidarity, as an Indigenous sister/friend from halfway around our mother earth. My mother's people are mixed blood road allowance people, so named during the expansion of the Canadian nation state on the great northern plains of North America. As a mixed-blood, multi and interdisciplinary artist and singer/songwriter, I continue to work and express myself while always on-the-road, ever-becoming, never fully in any one discipline or place. I make work to express that point-of-view, while choosing to work with others whose voice has been excluded. I also engage in deep listening—singing land—to create sonic

maps of my lifelong journey. What can I do to honour your invitation and welcome to your country?

I can stand up for you, make work that witnesses and honours you in my own attempt to address the cult of forgetfulness and in doing so, you and everyone else who comes to visit also stands in and remembers and becomes part of this new inclusive view – never forgetting. I can also remember your history and sing that stretch of road from the current nearby Tharawal Land Council to where the cliffs near Appin witnessed so many massacred. For this singing, I walked the margin—the road allowance—and listened so the land could tell me its song (chorus), then cut and pasted various historical texts from colonizing powers to express their regret (verses); and used modern-day global surveillance to show you the journey from my place to yours.

Donation 6

Adrian Stimson

AS ABOVE SO BELOW

2016

2 channel 16:9 HD (1920 x 1080)

10:24 sec

Commissioned by Campbelltown Arts Centre

Biography

Born in 1964, Adrian Stimson is a member of the Siksika (Blackfoot) Nation in southern Alberta. He is an interdisciplinary artist, curator and educator with a Bachelor of Fine Arts with distinction from the Alberta College of Art & Design and Master of Fine Arts from the University of Saskatchewan. Stimson's work includes painting, installations, sculpture and performance. Recent exhibits and performances include, Agnes Etherington Art Centre, Queen's University, Kingston, On.; Sovereign Acts, Southern Alberta Art Gallery, Lethbridge, AB; Story Telling: Contemporary Native Art Biennial, Art Muir, Montreal, QU.; Witnesses, Belkin Gallery, UBC, Vancouver, BC; Reconsidering Reconciliation, Buffalo Boy's Coal jubilee, House of the Wayward Spirits- ANDPVA, Toronto, On.; White Shame Re-Worked, Grunt Gallery, Vancouver, BC; Photo Quai, Musee du Quai Branly, Paris, France.

Adrian was awarded the Blackfoot Visual Arts Award in 2009, the Queen Elizabeth II Golden Jubilee Medal in 2003, and the Alberta Centennial Medal in 2005.

Artist statement

Although the lands of the Northern and Southern hemispheres were settled by Europeans, they remain Indigenous territories. The landscapes I picture in these videos remind us of our shared colonial and continuing histories. I contemplate how the land speaks to us. What does it say? Will we learn? Do we accept our dispossession?

One of the sad truths about our human condition is our propensity for violence. British Imperial history documented its conquests, above and below—events that would today be considered crimes against humanity. Both the Appin Massacre of 1816, and the Cypress Hills Massacre of 1873 (Canada), were deliberate efforts to dispossess Indigenous people of their territories. Governor Lachlan Macquarie ordered that Dharawal people be removed from their lands. Captain James Wallis complied by stalking, chasing, and murdering of fourteen men, women and children that morning at the gorge of the Cataract River. Assiniboine of the Cypress Hills, blamed by Canadian and American wolfers for stealing horses, were hunted and murdered by Thomas W. Hardwick and John Evans. Both were acquitted by the

Canadian judiciary: no justice for at least twenty men, women and children murdered in the Battle Creek Valley that evening.

Attachments

Nil

5.2 Development of a Design and Artisan Market for Campbelltown

Reporting Officer

Manager Creative Life
City Lifestyles

Officer's Recommendation

That the Campbelltown Arts Centre Strategic Committee provide advice on the development of a design and artisan market for Campbelltown.

Committee's Recommendation: (Stackpool/Donaghey)

The Campbelltown Arts Centre Strategic Committee collectively discussed the concept of an Artisan Market for Campbelltown and provided the Manager Creative Life with a number of suggestions, examples and concepts for consideration.

CARRIED

Purpose

The members of the Campbelltown Arts Centre Strategic Committee will participate in a workshop whereby they discuss the development of a design and artisan market with a focus on local artists and can include national artists, whereby the objects are hand-made, one of a kind and produced in Australia.

Report

Since 2017, Campbelltown City Council with Eat Shop Love conducted a successful series of monthly night markets at Mawson Park. Campbelltown Arts Centre is investigating the possibility of running an annual design and artisan market. The Campbelltown Arts Centre Strategic Committee is to discuss the vision, timing and location of the proposed market. The consultation with Campbelltown Arts Centre Strategic Committee will form the foundation for a unique design and artisan market.

Vision

The design and artisan market will require its own identity to define and set it apart from other similar markets. It is proposed the design and artisan market will:

- promote local design and artisan products
- be hand-made and made in Australia
- have stalls that are exclusive and not for sale within other Macarthur region markets

- be different to other local artisan markets (Macarthur markets and Cobbitty markets)
- become a destination event including live music and performance.

Timing

It is proposed that the first market be held on Friday 23 and Saturday 24 November 2018 with a post event and evaluation to be held to inform future markets.

Location

The design and artisan market could be held in either Mawson Park or at Campbelltown Arts Centre.

Attachments

Nil

6. GENERAL BUSINESS**6.1 Campbelltown Arts Centre Strategic Committee Skills Audit**

The Campbelltown Arts Centre Strategic Committee members were reminded to complete the skills audit template distributed to Committee members and return to Council's Manager Creative Life at their earliest convenience so that a skills audit can be undertaken to gain a better understanding of the Committees specific skill sets and how these skills can be leveraged to assist with projects or initiatives.

Committee's Recommendation: (Kolkman/Banasik)

That the Campbelltown Arts Centre Strategic Committee members complete the skills audit template provided and return to Council's Manager Creative Life at their earliest convenience.

CARRIED

6.2 IlluminARTe Wollondilly 2018

Campbelltown Arts Centre Strategic Committee member Councillor Michael Banasik advised members that Wollondilly Shire Council's IlluminARTe 2018 will be held on Saturday 5th May 2018 at Picton and encouraged all members and their families to attend the event which has something for all ages and a courier bus available from Victoria Park.

Committee members interested in attending the event should visit Wollondilly Shire Council's website for further information.

Committee's Recommendation: (Banasik/Kolkman)

That the information be noted.

CARRIED

6.3 Creative Camden Hub

Campbelltown Arts Centre Strategic Committee member Dr Cheryle Yin-Lo advised members that Camden Council in partnership with Create NSW is making spaces through an initiative called 'Creative Camden Hub' which runs from March - November 2018.

Members were encouraged to attend and experience a dynamic arts program that is accessible for all ages and provides the opportunity to share creative ideas and learn new skills with local artist at Harrington Park Community Centre.

Committee members were advised to visit Camden Council's website for a full program of activities and times to visit.

Committee's Recommendation: (Yin –Lo/Christie)

That the information be noted.

CARRIED

The next meeting of the Campbelltown Arts Centre Strategic Committee will be held on 1 August 2018 at the Campbelltown Arts Centre.

The Deputy Mayor, Chairperson Meg Oates

Chairperson

Meeting Concluded: 7.09pm

8.10 Outcome of the Public Exhibition for the Revised Draft Hire of Playing Fields Policy

Reporting Officer

Executive Manager Sport, Recreation and Leisure
City Lifestyles

Community Strategic Plan

Objective	Strategy
1 Outcome One: A Vibrant, Liveable City	1.2 - Create safe, well maintained, activated and accessible public spaces

Officer's Recommendation

1. That the revised draft Hire of Playing Fields Policy as attached to this report be adopted to include the following wording change:

Section (I)

Cleaning

- iii) Rubbish should be stored in garbage bags and placed in location approved by Council. Recycled rubbish should be separated from general waste and placed in clearly marked garbage bag and placed with the other general waste bags.
 - iv) Council or its Contractors will remove bagged rubbish on a prescribed schedule. For large events, requests can be made through the Sport, Recreation and Leisure Facilities section for extra stock.
2. That Council write to those individuals who made submission to thank them for their feedback.
 3. That the revised date of the policy be set at 30 June 2021.

Purpose

1. To advise Council of the outcome of the public exhibition of the revised draft Hire of Playing Fields Policy.
2. To seek Council's endorsement to adopt the revised draft Hire of Playing Fields Policy.

History

Council at its meeting held 29 July 2016 resolved:

That a report be presented identifying alternative methods for managing the hire of Council sporting fields.

A presentation was provided to Council at a Councillor briefing on 20 June 2017, incorporating alternative models of hire and revised Playing Field Policy.

Council at its meeting held 13 March 2018 resolved:

That a further report be presented to Council at the conclusion of the exhibition period, to consider any submissions with a view to adopt the revised policy.

Background

In response to Campbelltown anticipated growth, the Sport and Recreation Strategy was prepared and subsequently adopted by Council at its meeting held 18 April 2017.

The Sport and Recreation Strategy sets out a range of recommendations to facilitate accessible, sustainable and contemporary sport and recreation facilities, programs and services in order to support its community being physically active and healthy.

The revised draft Hire of Playing Fields Policy supports Recommendation 6 – Management of Playing Facilities in the Sport and Recreation Strategy and the associated action to:

Revise the Hire Playing Fields Policy to incorporate:

- access arrangements, including exclusive use facilities
- defined Council maintenance standards
- maintenance, waste, cleaning and operating responsibilities of hirers and Council
- permitted use
- priority access arrangements
- approved line marking and other materials
- fees and charges
- communication protocols.

The strategy further highlights that as a guiding principle, the management of sports facilities should be based on equity, and notes that the current policy requires review to ensure equity for all hirers.

Initial consultation with sports clubs

A comprehensive baseline and benchmarking exercise was undertaken as part of the review of the policy. This data was presented at a Councillor briefing on 20 June 2017.

Constant and regular communication was made with sports clubs to discuss key elements of the Policy to encourage feedback on areas that would assist in their coordination of local sports.

On Monday 18 September 2017 a workshop was conducted with sports clubs with 28 individuals attended on the night with 21 of Campbelltown's 68 major sports clubs being represented.

Public exhibition period

The revised draft Hire of Playing Fields Policy was placed on public exhibition from 16 April 2018 to 14 May 2018. During the exhibition period the following was undertaken to create awareness of the revised draft Hire of Playing Fields Policy and encourage feedback:

- advertising in local newspapers
- promoting on Council's website and Facebook pages
- providing of draft at Council's Civic Centre and all Council libraries
- conducting a community workshop on 23 April 2018 for sporting clubs, where there were two sports represented
- writing to all local clubs and school sport organisers providing a detailed list of changes to the revised draft policy, highlighting the specific changes to each of their clubs.

Report

Current Situation

The Hire of Playing Fields Policy was first adopted in 1994 and was subsequently updated in 2004.

There have been significant changes since this time to sports participation. This includes the:

- extension of playing seasons beyond the traditional six month blocks
- introduction of new sports activities
- fluctuation of sport participation, such as the increasing numbers playing football, decrease in the number of baseball clubs, decrease in rugby league and the increase of women's participation in sport.

At the same time, sports governance has changed significantly. Club committees have higher levels of accountability driving a professional approach and are more commercially focused and demand higher levels of sport infrastructure provision as well as sports ground maintenance.

There are over 100 clubs and associations within the Campbelltown LGA providing a range of sport and recreation opportunities. In some cases the associations hire the facilities, organise the activity for the member clubs, and pay the fees and on-charge to the local clubs.

In other cases, the individual club hires the facilities and liaises directly with Council Officers. Due to the diverse range and needs of clubs, associations and informal sporting groups, a one size fits all model does not suit all circumstances. Hence, there is a need to ensure that any model is equitable, contemporary and represents the nature of the sport governance environment.

Changes to the policy

A number of changes were made to the previous policy to meet the expectations of clubs and reflect the flexibility of hire to accommodate the changing needs of sport. Below is an outline of significant areas of change within the revised draft Hire of Playing Fields Policy that was forwarded to all clubs:

Section of Policy	What has changed
Typology of Hirers	this is a new section that lists all the different organisations that hire Council sports facilities
Season Determination	<ul style="list-style-type: none">• discusses seasonal creep• pre-season training costs

Facility License	<ul style="list-style-type: none"> identify those facilities that will be managed separately by long term facility license
Fee Structure – Ground Rental Only	<ul style="list-style-type: none"> changes to fee structure to reflect per field hire charges
Facility Improvements	<ul style="list-style-type: none"> reflects current funding opportunities Identifies works need to be in line with Sport and Recreation Strategy to be considered for councils funding assistance
Cleaning	<ul style="list-style-type: none"> updated to reflect current arrangements with cleaning and the placement of rubbish bags for pickup by cleaners schools will be charged a base rate rubbish removal fee
Hours of Use	<ul style="list-style-type: none"> quantify that outside of the hours nominated by the hire application Council has the right to hire the facility to another hirer
Ground Maintenance	<ul style="list-style-type: none"> permission being needed for minor works, the use of line marking material WHS requirements for clubs, including reporting of work to be performed, induction of club volunteers and inspections of club equipment and plant
Mowing and Maintenance	<ul style="list-style-type: none"> reflects current policy on the mowing of sports fields

Summary of Submissions

Overall there were 40 visits to the revised Draft Hire of Playing Fields Policy page on the Council website, a total reach of 1,561 on Facebook, 24 interactions and 107 Facebook post clicks.

In total, 2 submissions were received and are detailed below:

Submission	Feedback	Supported/not supported	Officers Recommendation
Sports Club A	In reference to rubbish we feel and have done for some time that leavings bags of rubbish in the toilets have created rodent problems as well as cockroach infestation as well as ants which should not be acceptable with the serving or having food in storage at the facility. We believe Council should look at a dumpster lockable bin inside a caged area this would be better hygiene practices.	Supported	Remove specific reference to storage within toilets from the policy to reflect that clubs be responsible for the cleaning up and bagging the rubbish, and placed in location approved by Council for removal.
Sports Club B	Our club support the majority of the issues covered in the new policy,	Supported	Remove specific reference to

	<p>however, as a sporting club who already hires a field and canteen facilities and has done for quite a few years, I feel that the removal of rubbish is an issue that requires further action. The current and new policy requires rubbish to be bagged up and placed in the toilets for the collection during the week. This is a major ongoing hygiene issue for our club. The problem is that the toilets become incredibly smelly and soiled by the storage of waste in these areas. The garbage bags often leak and are ripped open by stray animals and vermin who then spread food scraps around the facilities. Our club would prefer to have a skip bin in place for storage of waste even if this means an additional cost to us. I hope this feedback will be taken on board and the policy altered accordingly.</p>		<p>storage within toilets from the policy to reflect that clubs be responsible for the cleaning up and bagging the rubbish, and placed in location approved by Council for removal.</p>
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Council received two formal submissions that overall were supportive with the Policy, however highlighted concerns with the storage of rubbish in toilet facilities until collected by Council. For the purposes of the public policy, it is proposed to make a minor edit to remove the specific reference to storage in toilets, to refer to a location approved by Council. Some clubs already have skip bins and other means of storage.

Council can work with each of the individual clubs that are experiencing hygiene and access concerns to change rooms and toilets due to rubbish, to identify the appropriate storage and removal. As some clubs also remove rubbish from fields by other uses, it may require some bins being located around the fields in order to collect this rubbish and removed by Council more frequently, as well as other options that may include bin storage or skip bins at locations that justify the quantity of rubbish generated.

Draft policy wording that went on public exhibition:

Section (I)

Cleaning

- iii) Rubbish should be stored in garbage bags and placed in the toilets or change rooms after use. Recycled rubbish should be separated from general waste and placed in clearly marked garbage bag and placed with the other general waste bags.
- iv) Contract cleaners clean and remove bagged rubbish from toilets and change rooms on a prescribed schedule. For large events, requests can be made through the Sport, Recreation and Leisure Facilities section for extra stock.

Recommended changes to read as follows

Section (I)

Cleaning

- iii) Rubbish should be stored in garbage bags and placed in location approved by Council. Recycled rubbish should be separated from general waste and placed in clearly marked garbage bag and placed with the other general waste bags.
- iv) Council or its Contractors will remove bagged rubbish on a prescribed schedule. For large events, requests can be made through the Sport, Recreation and Leisure Facilities section for extra stock.

Implementation

The Hire of Playing Field Policy is comprehensive and a number of components will impact different uses and hirers. The Sport Recreation and Leisure Facilities Section will communicate the adoption of the policy with all current and proposed hirers, including the general overview of changes, which was previously sent to those clubs, associations and schools.

Clubs that will qualify for a licence agreement, those discussions and terms of agreements will occur over the next six months following adoption, where both parties are comfortable with the terms agreed to.

It is estimated that the full implementation of the policy will occur over the next 12 months. Initially new bookings will be made in line with the new policy, while current hire and bookings will be managed through the seasonal booking cycle and fees and charges. Where specific changes to the fees and charges are required to facilitate bookings, these will be presented to Council and undertake the formal public process in adopting any new fees.

Conclusion

The revised draft Hire of Playing Fields Policy provides a comprehensive operational framework for the management of Council's sport and recreation facilities, which is aligned with the Sport and Recreation Strategy and meets the needs of the current sporting environment.

As the changes to the policy do not materially change the intent or responsibility of cleaning rubbish from grounds by the clubs, and Council responsible for the removal of rubbish, therefore no further public consultation is required. It is recommended that Council adopt the recommended wording change, and replaces the previous wording that was placed on exhibition.

Attachments

1. Revised Draft Hire of Playing Fields Policy (contained within this report)

 campbelltown city council		POLICY REGISTER
Policy Number	6.2.03	
Policy Title	Hire of Playing Fields	
Related Policies		

Policy details may change prior to review date due to legislative changes etc, therefore this document is uncontrolled when printed.

Objectives

1. To establish policy and guidelines for the hire of playing fields to hirers.
2. To establish procedures for the allocation of playing fields and sporting facilities
3. To set out conditions of hire for playing fields and sporting facilities
4. To identify specific facilities that will be exempted from this policy through the provision of long term licence.

Policy Statement

Contents

1. Vision
2. Aim
3. Glossary of Terms
4. Area of Application
5. Typology of Hirers
6. Communication
7. Season Determination
8. Facility Licence
9. Allocation of Playing Fields
10. Weekend Competition Hire
11. Fee Structure
12. Conditions of Hire
13. School and Casual Hire
14. Special Events
15. Commercial Hirers
16. Terms of Agreement

DATA AND DOCUMENT CONTROL		
Division: City Lifestyle	Adopted Date: 00/00/00	Page: 1 of 13 Print Date: 30/08/16
Section: Sport, Recreation and Leisure Facilities	Revised Date: 00/00/00	
DW Document Number:	Minute Number: 000	
	Review Date: 00/00/00	

Campbelltown City Council

1. Vision

Council's Sport and Recreation Strategy (2016-2036) outlines the vision for sport in the Campbelltown area:

Campbelltown City Council will facilitate accessible, sustainable and contemporary sport and recreation facilities, programs and services in order to support its community being physically active and healthy.

To meet this goal Council has identified, through the Sport and Recreation Strategy, Minimum Standards of Service for the maintenance of sporting facilities. The following standards of service guide Council provision of sporting fields:

- Classification Hierarchy – each facility is classified in accordance with its embellishments
- Provision standards – embellishment is guided by the Classification Hierarchy
- Planning and design criteria – facilities are designed to meet specific outcomes
- Sporting fields are provided to meet regulation standards for the respective sport
- Surfaces to be safe and suitably graded in response to their intended purpose
- That sporting fields consider the impact of traffic, noise and light impacts on community
- That clubhouse design is developed in accordance with the classification of the facility
- That adequate storage facilities are provided
- That all sporting fields with lighting meet Australian Standards with a minimum training standard of 50lux

2. Aim

The aim of this policy is to support proper and equitable administration of Council's sporting facilities and provide security of ongoing tenure for sporting clubs.

3. Glossary of Terms

The following terms are used throughout this policy and have the following meanings:

- a) **Playing fields** - those areas of public reserves as identified as such where a structured sport is intended to be undertaken and where Council may or may not have developed facilities for such activities.
- b) **Council** - shall mean Campbelltown City Council and includes Council staff members.
- c) **Licensee** - shall mean an existing club that has been granted a long term license over a particular sporting complex, either on a seasonal or annual basis, in accordance with Section 519C of the Local Government Act.
- d) **Club** - shall also infer Association and shall mean a group of people organised into a recognisable body to administer the playing of sport or recreation activities.
- e) **Association** - shall mean existing sporting associations governing the sport in this local government area.
- f) **Seasonal hirer** - shall mean existing clubs who have an established usage pattern of playing fields on a seasonal basis from year to year
- g) **Casual Hirer** - shall mean a club or group who hires a playing field on a one-off basis.
- h) **School Hirer** - Any primary or secondary education institution, either public or private
- i) **Commercial Hirer** - shall mean an organisation who wishes to run activities on Council playing fields with the expressed intent of running an activity for profit and gain
- j) **Facility** - wherein all playing fields and ancillary structures in that specific location are included

4. Area of Application

This policy shall apply to all playing fields, courts, support facilities and reserves within the boundaries of the Campbelltown City Council area. Tennis court facilities are excluded from this policy and are covered in a separate arrangement. New fields and facilities that are constructed in the future are also covered as long as this policy remains extant.

DATA AND DOCUMENT CONTROL		
Policy 6.2.03	Page: 2 of 13	Print Date: 30/08/16

Campbelltown City Council

5. Typology of Hirers

Council recognises that sport and recreation services and programs are delivered by a diverse range of organisations. These include but are not limited to the following:

- a) Campbelltown City Council
- b) Not for Profit sport and recreation clubs and associations
- c) State sporting bodies
- d) NSW State Government
- e) Public schools
- f) Private schools
- g) Religious schools
- h) Commercial organisations
- i) Individual commercial providers
- j) Commercial fitness providers
- k) Individual community members

6. Communication

Communication between Council and sporting groups and other hirers is a critical factor in effectively managing Council's sporting facilities. Council recognises the invaluable contribution made by club officials and is aware that changes in committee personnel often take place on an annual basis. The following steps can ensure that communication between Council and clubs can be effectively maintained:

- i) Create club specific email addresses; such as:
 - a) rusefc@gmail.com
 - b) presidentrusefc@gmail.com
 - c) secretaryrusefc@gmail.com
- ii) Have one committee member responsible for checking Council's website and Facebook page for information and updates
- iii) Obtain a PO Box number to ensure that information is received irrespective of changes in committee membership
- iv) Nominate one member of the committee who is the Council contact, who can be contacted during office hours and after hours and can also notify Council of any facility issues.
- v) All clubs should inform Council of their executive committee each year and update Council with contact details.

7. Season Determination

Council continues to allocate its playing fields on a seasonal basis. However, recent trends in sport highlight that sports are no longer adhering to seasonal operations. In particular, pre-season training periods have been extended. With the extension of winter sports competitions and training both earlier and later than tradition and the introduction of summer versions of traditional winter sports Council needs to balance increased demand for limited sports fields with community expectations.

The Playing Fields Seasons table below shows the designated seasons. These seasonal periods are covered by the hire fees for facilities. Any extension of these periods, for training or for an extension of the competition season, or for an additional competition, will be charged a separate hire fee.

Furthermore, Council ideally requires a minimum two-week break between seasons that allow Council to repair and renovate the fields, ready for the following season.

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The following seasonal table is used to guide Council's allocations. Council is aware that each hirer has their own requirements in relation to gaining access to their respective facility. Council will work with hirers to ensure that all outgoing and incoming hirers are considered and that Council's field maintenance program is implemented.

Council acknowledges that outside agents, such as regional and state bodies set programs, sometimes outside of normal seasons. Clubs may apply for fields not undergoing scheduled maintenance through the standard application process.

Playing Field Seasons		
Summer	Forth Saturday in September Third Sunday in March	23 weeks (Excluding Christmas / New Year period)
Winter	First Saturday in April Second Sunday in September	23 weeks (excluding Easter)

8. Facility Licenses

Specific sporting facilities that cater for an individual sport at one location will be governed by separate license agreements. Facilities that are covered by facility licenses include:

- a) Lynwood Park synthetic football field
- b) Coronation Park netball
- c) Bob Prenter AFL field
- d) Campbelltown Showground
- e) Milton Park Softball
- f) Woodlands Road Baseball
- g) Mary Brooks Reserve Baseball
- h) Raby Sports Complex (cricket)
- i) Gilchrist Oval Baseball

9. Allocation of Playing Fields

A new club applying for fields must provide details of its membership, club history, and proposed future use of fields.

- a) Fields will only be allocated to local clubs, which have a majority of their members living within the Campbelltown area. Associations must cover the Campbelltown City Council area wholly or substantially.
- b) Wherever possible, only one club will be allocated to each facility. Where usage patterns are low, Council may, following consultation with clubs, allocate two or more clubs to one facility, each being treated as a hirer under the terms of this policy.
- c) The following procedures shall be followed for the allocation of playing fields:
 - i) An application must be submitted each year one (1) month prior to the commencement of each season.
 - ii) All applicants will be advised in writing of their allocation subject to terms and conditions and invoiced for appropriate charges. Policies applying to the hire of playing fields shall be applicable to all licenses except where specific terms and conditions of the license are in conflict with general policies.
- d) The Licensee shall be allocated use of specific fields within a sporting complex in accordance with the indicated use in their hire application and the terms and conditions of the license granted by Council.
- e) Clubs shall be liable for payment for all fields allocated to them unless Council is notified to the contrary in writing within twenty-one (21) days from the date of notification of field allocations.

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10. Weekend Competition Hire

The following additional arrangements apply for specific weekend competition hire.

- a) Where a club hires the field for more than two (2) days in a week they have the opportunity to hire the grounds for weekend competition at no extra cost.
- b) Clubs who have less than five (5) teams will be required to submit an application for weekend use, stipulating field/s required and date of use.

11. Fee Structure - Ground Rental Only

Fees and charges for sporting facility hire are reflective of market trends for local government in NSW. Council will apply a base fee for all sporting facilities. Clubs will then pay a pro-rata fee calculated on a daily usage rate, based on the number of individual fields hired.

Speciality facilities such as synthetic fields and netball facilities will be charged in accordance with their individual licence agreement.

- a) Charges for ground hire will be in accordance with Council's current fees and charges schedule, and will be based on a per field per season basis.
- b) Canteen facilities will be charged on a base rate independent of field hire

Fees and charges are set annually by Council and are on public display in May and June each year for comment to Council.

12. Conditions of Hire

a) Payments

Before Council finalises allocations each season/year, all outstanding accounts due from clubs must be paid or adequate arrangements made.

b) Wet Weather

A large number of open spaces in Campbelltown, that are classified as sporting fields, are primarily water detention basins, which are designed to hold water and protect property. As such it should be expected that during and after rain events these facilities will hold water. Wear and tear on grounds is compounded in wet weather conditions and/or when there is significant sub-surface moisture due to recent rain. To ensure the grounds remain in good condition, clubs should restrict the playing of games and training when the grounds are rain affected.

Additionally, Council's maintenance of grounds, season changeover and general maintenance such as mowing and floodlight repairs may be affected due to rain.

For the closure of fields due to wet weather the following shall apply:

- i) During normal working days Council shall determine whether playing fields are to be closed for training and/or competition. A decision will be made by 3.00pm.
- ii) During weekends and public holidays, the hiring club will be required to make the decision to close any field they consider unfit for use. If play on a field causes damage, the club or association will be liable for the cost to repair the field, to be calculated after repairs are completed.
- iii) Where extended periods of wet weather occur, Council has the right to close grounds for training and/or competition.
- iv) Associations will be contacted by the Sport, Recreation and Leisure Facilities section to notify them of the grounds closure. Alternatively a recorded message is available on Council's After Hours Information Line on telephone (02) 4645 4900

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and detailed on Council's website www.campbelltown.nsw.gov.au under the Sports and Leisure section.

- v) Clubs will also be updated on the status of grounds via the Sport and Recreation Facebook page
- vi) Any clubs using fields whilst closed will be liable for the full cost of repairs and may forfeit their hire rights.

c) Sub-Letting

The intent of the policy, as outlined in the Vision statement, is the provision of contemporary sporting facilities to the community and their effective management. To achieve this, an open relationship between Council and hiring organisations is encouraged.

To that end clubs shall not sub-let a field or facility to another club or group without the prior approval of Council.

Any club wishing to sub-let a facility that they have hired are to write to Council with the details of the proposed arrangement. These details should cover hours of the proposed arrangement, any fees to be charged, proof of public liability insurance (in accordance with this policy) and the nature of the sub-letting organisation; such as commercial business etc.

Council reserves the right to not approve the sub-letting arrangements. Any breach of the sub-letting requirements as detailed above may eventuate in the cancellation of the original hire agreement.

d) Facility Improvements

- i) All improvements to fields and adjoining facilities requested by clubs will be considered by Council against prioritised projects consistent with the Sport and Recreation Strategy (2016 – 2036). Clubs who commit to a contribution towards any infrastructure project will be considered as a high priority.
- ii) All requests for facility improvements must be made to Council in writing, at which point that clubs Facility Plan will be updated. The correspondence should detail the proposal justification and description, club funds and any plans or drawings.
- iii) If clubs intend to apply for grant funding for infrastructure development from other funding agencies landowners permission must be sought from Council before the funding application is submitted.
- iv) Council may fund approved improvements on a dollar for dollar basis subject to availability of funds and Council formally resolving the acceptance of the club's proposal.
- v) All improvements or alterations must be either carried out by Council or under its supervision.
- vi) All improvements or alterations to playing fields or facilities become the property of Council and cannot be removed by the club.

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e) Hours of Use

Use of the fields is not allowed outside the times and days nominated by the club. Council retains the right to hire fields outside times and days nominated by the club.

If a club requires the use of a Council ground outside its normal hire period, for any reason, a separate request must be made to Council. On most occasions no extra hire charge will be made, excluding electricity charges.

f) Amenity Buildings

- i) Council will have access to all sections of ancillary buildings at all times. Therefore, clubs are not permitted to fit club security locks or systems; only Council's locking system may be used.
- ii) Buildings shall be maintained in a clean and tidy condition at all times. Inspection by Council officers will be made periodically to ensure amenities are left in a proper condition.
- iii) Buildings shall be secured when not in use. Safe custody of keys and/or swipe cards is the responsibility of the hirer and all keys must be returned to Council at the end of the season.
- iv) Replacement keys or swipe cards are only obtainable from Council. Clubs cannot cut keys to Council facilities.
- v) Clubs with Council-monitored alarms should ensure that facilities are armed after use. Failure to do so will result in an after-hours security callout fee being charged to the club for the building to be armed. See Council's annual fees and charges.
- vi) The use of large or non-standard electrical appliances is not encouraged within amenity buildings. The use of items such as large industrial fridges, deep fryers or a large amount of different appliances should not take place. Clubs wishing to use items such as deep fryers are to inform Council of their use so that electrical compliance can be confirmed.

g) Hire of Amenities Buildings including Canteens

- i) Seasonal hirers of sporting fields will be given the choice to hire, for an additional fee, the canteen of the facility. Season, casual or group hirers not wishing to make use of the canteen will not be charged this fee. Clubs who hire canteen facilities are given exclusive access to the canteen and storage during their season. All other spaces within council amenities buildings can be hired out to schools, not-for-profit and community hirers. These spaces include: toilets, changerooms, meeting rooms and recovery rooms.
- ii) No club owned equipment is to be stored in changerooms, toilets or any area not designated for storage or the canteen. Changerooms and toilets are to be left clean at all times to allow proper use by casual hirers.
- iii) Where two or more clubs have a seasonal hire of a facility the club history (amount of time at venue), membership numbers, hiring days and times will determine the exclusive use of the canteen. In this case the club having exclusive use will be determined by Council.
- iv) Periodic inspections of canteens will be conducted by Sport, Recreation and Leisure Facilities staff. Canteens are to be kept in a clean condition and no unsafe practices are to occur. Hirers are to adhere to the WHS conditions as outlined in Section m).

h) Key Allocation and Security

- i) Each Club key or card holder is required to complete the *Key Request Form* and have it signed by the President. Keys and/or cards are allocated on a seasonal

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basis and must be returned at the conclusion of each season. It is the Club's responsibility to ensure that all keys are returned.

- ii) The Club President is the only person that can hold keys to the facilities in the off-season.
- iii) A key bond is required per set per person.
- iv) To extend the key allocation to an individual, a *Key Issue Extension Form* shall be completed and signed by the President.
- v) Forms are required to be sent to Council's Sport, Recreation and Leisure Facilities section for approval. Three (3) working days should be allowed to ensure the keys are available for collection.
- vi) Bond will be forfeited for any keys lost by individuals.

i) **Storage**

Sporting equipment and/or canteen goods may be stored in appropriate storage areas **subject to the following:**

- i) Storage is only permitted during the period of actual hire and is required to be removed during periods of inactivity, eg end of season and over holiday periods. Exceptions are made where properly constructed storage rooms/buildings are provided for use of specific clubs for this purpose.
- ii) To deter amenity building vandalism and theft, canteen goods should not be stored beyond the days of use.
- iii) Council accepts no responsibility for club equipment or goods stored in Council amenities. Council does not provide insurance for replacement of goods or equipment.
- iv) Council reserves the right to request the removal of equipment or goods that may be a fire hazard.
- v) Equipment shall not be stored in the service bay of amenity buildings, as this creates a safety issue for Council staff maintaining the facilities.

j) **Damage**

Damage either deliberate or accidental should be reported to Council as soon as practicable to the Sport, Recreation and Leisure Facilities section on 4645 4623 outlining full details of the incident, including exact location and associated problem. Council will endeavour to initiate repairs as soon as possible.

Incidents of vandalism should be reported to the Police Assistance Line on telephone 131 444 and then reported to Council stating the Police Incident Number.

k) **Floodlighting**

- i) Key tags or Cloudmaster access for the operation of floodlighting are obtained through Council's Sport, Recreation and Leisure Facilities section at the start of each season. Key tags must be returned at the conclusion of each season for servicing.
- ii) Junior and senior clubs shall pay for all lighting used for training or competition at the field allocated to them. The majority of clubs will be billed through Council's Sundry Debtors Account.
- iii) Where arrangements have been made for sole use clubs to be billed directly by Origin Energy, all accounts should be paid promptly to ensure continuation of supply. Council will not be responsible to pay for any reconnection fee.
- iv) All floodlights should be turned off immediately after use, to save on energy bills.
- v) No club is to turn floodlights on for other parties. Clubs who do so will be charged for this use.

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- vi) Blown globes must be reported to Council as soon as possible for replacement, by contacting the Sport, Recreation and Leisure Facilities section on 4645 4623. Clubs should state the location of the pole and the floodlight. A one-month period should be allowed as a cherry picker must be hired and Council waits to complete a number of requests at different parks on the same day.
- vii) Council will work towards ensuring all sporting fields with lighting meet Australian Standards with a minimum training standard of 50lux

l) Cleaning

- i) All rubbish and litter must be placed in bins. Grounds should be cleaned up after use. Glass bottles of all descriptions should not be allowed on the grounds. If clubs leave rubbish on the playing field and surrounds after use, the clubs will be billed for the time taken for Council staff to clean the grounds. If this occurs on a regular basis, the club's use of the ground may be reviewed.
- ii) Council requires 2 weeks' notice should a skip bin or rubbish removal be required for large events. Under no circumstances are fires to be allowed in rubbish bins.
- iii) Rubbish should be stored in garbage bags and placed in the toilets or change rooms after use. Recycled rubbish should be separated from general waste and placed in a clearly marked garbage bag and placed with the other general waste bags.
- iv) Contract cleaners clean and remove bagged rubbish from the toilets and change rooms on a prescribed schedule. For large events, requests can be made through the Sport, Recreation and Leisure Facilities section for extra stock.
- v) Any cleaning complaints can be directed to the Sport, Recreation and Leisure Facilities section
- vi) Clubs performing seasonal clean ups that produce a large amount of rubbish need to liaise with Sport, Recreation and Leisure prior to commencing. This is intended to ensure the large amount of rubbish can be removed. Large items such as white goods need to be removed by the club or a large skip bin requested from Council.
- vii) Schools hiring Council facilities will be charged a base rate rubbish removal fee.

m) Parking

All vehicles will be parked within areas provided for that purpose. Club officials will control parking to ensure no incidents occur that may lead to damage of Council or personal property.

Vehicles are not permitted on grassed areas except during the delivery of canteen goods or equipment.

n) Ground Maintenance

Clubs wishing to carry out minor maintenance of playing fields are to seek permission from Council. Minor maintenance is limited to the spreading of topsoil and other tasks at this level. Minor maintenance such as mowing, earthworks, upgrade to facilities, building maintenance and electrical works are not to be undertaken by clubs without seeking permission from Council.

Council may grant approval for clubs to provide volunteer labour to assist Council in the development and maintenance of sporting fields and associated amenities. Such requests must be conveyed in writing to the Sport, Recreation and Leisure Facilities section, and when accepted, such club members will be, in certain circumstances, eligible for coverage under the terms of Council's volunteer insurance policy as long as the WHS requirements list below are adhered to.

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The Sport, Recreation and Leisure Facilities section will conduct regular information sessions for sporting clubs on their obligations under WHS legislation. For hirer's responsibilities under WHS see section m) below.

- i) **Watering.** Watering of fields in most cases is to be carried out by Council. However, where clubs are granted approval to water the fields, hoses and sprinklers will be supplied to clubs upon request, and must be kept in a secure area and be available for stocktaking by Council. Clubs shall oversee equipment whilst in use. Replacement of equipment will not be considered if items are lost or stolen whilst left out on the fields unattended. Clubs should adhere to all water restrictions imposed by Sydney Water Information telephone line 132 092.
- ii) **Mowing and Maintenance.** Council will mow all fields to a suitable height and mow around fences and amenities. It is advisable to notify Council at least two (2) weeks in advance if your sport is hosting grand finals, representative fixtures or special events. Some variation to the maintenance cycle may be possible depending on work demands.

Council may provide topsoil in small quantities to clubs for use during the season and for minor repairs to field surfaces. Clubs are expected to spread such soil. Council has the right to carry out any maintenance to fields and amenities when required. Council will endeavour to fertilise and aerate at least once per year. Renovation work will be programmed subject to funding availability.

- iii) **Dolerite.** Council will pay half the costs of dolerite for softball and baseball fields in conjunction with clubs.
- iv) **Linemarking.** Council will work with clubs in the marking out of new and existing fields. However, field line marking is the responsibility of clubs, except for periodic painting of sealed netball courts.

Creosote is a banned playing field linemarking substance. Council supplies appropriate linemarking material for each ground to use during the year. Black and white trioxide bags are available from Council's Depot in the following quantities:

Linemarking trioxide bag amounts	
Clubs	2 bags per season
Associations	4 bags per season

Requests can be made by contacting the Sport, Recreation and Leisure Facilities section and requesting the type of trioxide. Bags shall be picked up from Council's Depot at Sark Grove, Minto. There may be a delay on trioxide availability in peak periods. Clubs may request additional trioxide bags at a cost to the Club.

- v) **WHS.** Council is governed by WHS legislation which sets out requirements for employees and volunteers in relation to work conducted. The following directions are to be adhered to by sporting clubs:

a) The Club must ensure it complies with all relevant health and safety requirements, including those in force under the following:

The Work Health & Safety Act 2011;
 The Work Health & Safety Regulations 2017;
 Any relevant Australia Standards and Industry Codes of Practices; and

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Any Council Work Health & Safety Policies, Authorised Statements, Procedures, Safe Operating Procedures, Risk Assessments, and Safe Work Method Statements; where a copy has been provided to the Club.

b) The Club must notify Council immediately, in writing if:

They incur a charge of non-compliance with any of the work health and safety requirements set out in this clause;
Their members, visitors, contractors or sub-contractors are involved in a significant or notifiable incident under the WHS Act 2011;

c) The Club must provide a report to Council within seven (7) days of any significant incident occurring giving complete details, including results of investigations into its cause, any recommendations or strategies for prevention in future. This requirement is in addition to, and independence of, any incident notification duty required by law;

d) The Club must provide a list of any plant and equipment in the Clubs possession which is used for the purposes of maintaining the Playing Fields at the start of the hire period. The Club can only use the declared plant and equipment following inspection by a Council Officer who is satisfied that the equipment is in good working order and complies with Council's minimum requirements for Work Health & Safety;

e) The Club must abide by any Safe Operating Procedure (SOP) for use of plant and equipment as provided by Council;

Only Club members or representatives who have been trained in the use of the equipment and been deemed competent against the SOP by a qualified person may use the plant and equipment. The Club must provide a list of trained and competent person/s to Council at the start of the hire agreement;

f) Club members must wear the appropriate Personal Protective Equipment (PPE) as indicated by an SOP or Risk Assessment when undertaking maintenance activities;

g) The club must provide a list of any chemicals stored on site for use by the club and the methods in which they are stored. All chemicals should be stored in compliance with the Global Harmonised System requirements.

h) Clubs wishing to hire contractors to undertake contracted work at Council sports facilities, such as: mowing, catering or other activities are to seek permission from the Sport, Recreation and Leisure Facilities section. Contractors will need to have public liability insurance, comply with WHS and employment legislation.

o) Season Changeover

- i) **Covering / Uncovering Cricket Wickets.** The covering and uncovering of cricket wickets occurs in the two-week period between seasons.
- ii) **Goalpost Installation / Removals.** The installation and removal of rugby league, rugby union, soccer, hockey and AFL goal posts occur in the two-week period between seasons.
- iii) There is no set schedule for the installation and removal of goal posts or for the covering and uncovering of cricket wickets. No priority is given to any grounds for these procedures. Council will only remove posts that interfere with summer sport boundaries. Training goals will still be permitted where appropriate and do not impact other hirers.

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p) Council Permission

The following activities shall not be undertaken without first obtaining written permission from Council:

- i) Charging of entrance fees either for persons or vehicles. Permits will only be given where fields are fenced off to exclude general public entry or where the club can demonstrate its ability to control entrance to the ground. Where permits are given for the charging of entry fees fences are to be erected and dismantled on the game day. No fence is to remain in place other than on game days.
- ii) Advertisement. No signs can be erected unless it complies with Council's advertising code and no alcohol or tobacco products can be advertised.
- iii) Use of loudspeakers.
- iv) Amusement devices including rides, inflatables, and the like must be operated by operators who have appropriate licenses and public liability insurance cover.
- v) Fireworks display.
- vi) Erection of a temporary building or shelter, eg tent, food stall.
- vii) Mobile sales vans
- viii) Portaloos

q) Alcohol

The sale and consumption of alcohol at Council grounds may only be permitted at events where senior teams are playing. Written approval of Council for the sale and consumption of alcohol is subject to:

- i) Adherence to all Liquor Licensing laws including;
- ii) A permit for the sale of alcohol being obtained from the appropriate authority and sold at a separate outlet point than other goods.
- iii) Minors not being permitted to buy or consume alcohol whilst on Council property.
- iv) Adequate measures being taken by the club to control behaviour of members and spectators.
- v) Glass bottles are not permitted at any facility.

r) Insurance

- i) Hirers must maintain a current public liability insurance policy for the current market sum (currently \$20m) as agreed to by Council, and such policy noting the interest of Campbelltown City Council against any accident, injury or damage resulting from or incidental to the club's use of Council property, plant and equipment, or facilities. This will also include the club's undertaking of any minor works, field preparation, or ground maintenance if any.
- ii) Proof of insurance must be presented to Council when applying to use any playing field and shall be kept current at all times that the field is to be used.
- iii) Council must be advised in writing of any incident or circumstance that may give rise to a claim, within 48 hours.
- iv) This cover is additional to any player or participant insurance that the club may effect to specifically cover sporting injuries.
- v) It is the responsibility of clubs to ensure the contents and stock kept in the amenity buildings are insured.

2. School and Casual Hire

- a) Council shall have the right to allocate fields to local schools outside those times allocated to clubs. Schools may have access to toilets during their use of fields and are

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provided with keys to gain access to grounds and toilets. Schools are required to keep grounds clean and tidy and to control students. All other conditions apply.

- b) Council shall have the right to allow different categories of hirers the use of fields and amenities when not being used by sporting club hirers. All fees and charges must be paid prior to the booking in accordance with Council's current fees and charges schedule. All other conditions apply.
- c) Casual hirers of sporting facilities must adhere to the requirements for public liability insurance as outlined in paragraph 10, sub-para q)

3. Special Events

- a) Clubs shall be permitted to use the fields only for the purpose allocated.
- b) Presentation days and picnic days are to be approved by Sport, Recreation and Leisure Facilities section. All clubs wishing to use their home grounds will not be charged a fee, but must notify Council at least one month prior to the event for approval in writing. If the date requested is out-of-season, priority will be given to the in-season sport.
- c) Where the hirer wishes to use the facility for other than the approved use they must apply for a major event permit. Guidelines and application forms can be found on Council's website.

4. Commercial Hirers

Commercial hirers, as described in the Glossary of Terms are covered by this Policy. Council's priority for community facility provision is for not-for-profit community organisations delivering programs and services to the community for no financial gain. Commercial hirers can apply to Council, via a hire form, for the hire of specific facilities on an availability basis.

All conditions of this Policy shall apply to commercial hirers. Council reserves the right to distinguish between hirers and to bias towards community groups. Council reserves the right to decline commercial hirer applications due to scheduled field maintenance and to regulate use on fields.

5. Termination of Agreement

- a) Council shall reserve the right to terminate the agreement on the following grounds:
 - i) The club fails to finalise its ground rental and/or lighting charges by the due date or has failed to make satisfactory arrangements to finalise the account.
 - ii) The club is defunct in accordance with direction from the Department of Fair Trading
 - iii) The club fails to enter a team in the current local competition or fails to provide a satisfactory answer to Council prior to the commencement of the season.
 - iv) The club uses the fields allocated when Council has officially closed the grounds.

END OF POLICY STATEMENT

Hire of Playing Fields

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8.11 LGNSW Annual Conference

Reporting Officer

Director City Governance
City Governance

Community Strategic Plan

Objective	Strategy
3 Outcome Three: A Thriving, Attractive City	3.8 - Provide strong governance for all Council activities

Officer's Recommendation

1. That Council authorise the attendance, of interested Councillors and the General Manager to attend the 2018 Local Government NSW Conference.
2. That Council nominate interested Councillors for the allocation of voting entitlements.
3. That the registration fees and associated expenses be met in accordance with Council's Policy.

Purpose

To advise Councillors of the 2018 Local Government NSW (LGNSW) Conference.

Report

The 2018 LGNSW Annual Conference will be held at the Entertainment Centre, Albury, from Sunday 21 October to Tuesday 23 October 2018.

The conference is the annual policy making event for councils. Councils work together with LGNSW to promote Local Government and advocate on behalf of their communities for local democracy, informed decision making and good governance.

The conference is the pre-eminent event of the Local Government event calendar, where Councillors come together to share ideas and debate issues contained within the conference business paper.

Motions

All members can put forward motions to be considered at the conference. There is an online portal to submit the notes using the LGNSW Conference Business Sessions Submissions Form on the Annual Conference page of the LGNSW website.

It is requested that proposed motions be strategic, taking into account a state wide perspective, and introduce new or emerging policy issues and actions. It is requested by LGNSW that members review action reports from previous conferences before submitting motions. Action reports are available on the Annual Conference page of the Local Government NSW website. The deadline for submitting motions is 26 August 2018.

All information relating to the Conference business paper is expected to be available on the LGNSW website and forwarded to members approximately one week prior to the Conference.

Voting

Council's voting entitlement for the 2018 LGNSW Conference is nine votes per motion. It is recommended that interested Councillors declare their interest when this report is discussed at Council.

Attachments

1. Local Government NSW Annual Conference 2018 (contained within this report)



Our ref: R15/0018 Out-27475

27 April 2018

Ms Lindy Deitz
General Manager
Campbelltown City Council
PO Box 57
CAMPBELLTOWN NSW 2560

01 MAY '18 07:50 RCLD

Dear Ms Deitz

Official Notice: Local Government NSW Annual Conference 2018

I write to formally invite you to this year's Local Government NSW (LGNSW) Annual Conference which will be held from **Sunday 21 October to Tuesday 23 October 2018 at the Entertainment Centre, Albury.**

As you are aware, the Conference is the main policy making event for the local government sector where issues are debated and motions put forward for consideration by delegates.

This letter contains important information to help you participate fully in this year's Conference.

Registration – to attend the Conference

Conference attendees should be invited to register online from mid-July on the LGNSW website. Members will be able to take advantage of special 'early bird' rates.

Note: Voting delegates must be registered to attend the Conference and be registered as a voting delegate.

Registration – as a voting delegate

Separate from Conference registration, members must register the names of their delegates for voting on motions during formal business sessions.

To be eligible to vote at the Conference, members must be financial on both the calculation date (1 March 2018) and the date that the roll of voters closes (12 midnight, 26 August 2018 AEST). The formula for calculating members' voting entitlements is prescribed at Rule 23 of the LGNSW rules.

The number of voting delegates that each member is entitled to send to this year's Conference is set out in the table at **Annexure A**.

The deadline to provide LGNSW with the name(s) of nominated voting delegates is 5pm (AEST) on Tuesday 2 October 2018. Nominations of voting delegates received after the closing date/time cannot be accepted.

Voting delegates must be either an elected member of a council, county council, the Lord Howe Island Board, Norfolk Island Regional Council or Related Local Government Body or an Administrator appointed in accordance with the *Local Government Act 1993*.

A form for advising LGNSW of the name(s) of members' nominated voting delegates is available on the Annual Conference page of the LGNSW website.

LOCAL GOVERNMENT NSW
GPO BOX 7003 SYDNEY NSW 2001
L8, 28 MARGARET ST SYDNEY NSW 2000
T 02 9242 4000 F 02 9242 4111
LGNSW.ORG.AU LGNSW@LGNSW.ORG.AU
ABN 49 853 913 882

Substitution of nominated voting delegates

Subject to the LGNSW rules, a member may notify LGNSW of a change to the name of an already nominated voting delegate (a substitute delegate) by giving notice in writing signed by either the Mayor or the General Manager of the member to Michele O'Neill, Senior Industrial Officer, at Michele.Oneill@lgnsw.org.au, using the "Substitute Delegate – Motions" form available on the Annual Conference page of the LGNSW website.

For further information about substituting nominated voting delegates please contact Michele O'Neill on 02 9242 4144.

Motions

All members can put forward motions to be considered at the Conference. Members will be invited to submit motions online from mid-year using the "LGNSW Conference Business Sessions Submissions Form" on the Annual Conference page of the LGNSW website.

Proposed motions should be strategic, affect members state-wide and introduce new or emerging policy issues and actions. Members are encouraged to review the Action Reports from previous conferences before submitting motions for the 2018 Conference. Action Reports from previous conferences are available on the Annual Conference page of the LGNSW website.

Deadline for submitting motions

To allow printing and distribution of the Business Paper before the Conference, members are asked to submit their motions by 12 midnight, 26 August 2018 AEST. In line with the LGNSW rules, the latest date motions will be accepted for inclusion in the Conference Business Paper is 12 midnight, Sunday 23 September 2018 AEST.

For further information on submitting motions please contact Elizabeth Robertson, Policy Officer, on 02 9242 4028 or Elizabeth.Robertson@lgnsw.org.au.

Business Papers

The full Conference Business Paper is expected to be available on the LGNSW website and forwarded to members approximately one week prior to the Conference.

LGNSW's financial reports will be available to members on our website at least 21 days before the Conference.

Accommodation

The 2018 Conference will be based at the Entertainment Centre (Swift Street, Albury).

In line with our sustainability principles, and due to the fact that Albury has a great deal of accommodation within walking distance of the main venue, daily transfers will not be provided. LGNSW encourages delegates to take advantage of the CBD venue choices. To book accommodation, please visit www.visitalburywodonga.com/business-major-events/upcoming-events/local-government-nsw-conference.

Free all-day parking is available at the Wilson Street car park across from the Conference venue.

Outstanding Service Awards

Outstanding Service Awards will be presented at the Gala Dinner during the Conference. For information about the Awards, including where to apply and eligibility, please visit www.lgnsw.org.au/member-services/service-awards.

Conference Gala Dinner

The dinner will be held on Monday 22 October and will be optionally priced for the 2018 Conference.

Privacy Statement

LGNSW, which is regulated by the *Privacy Act 1988* (Cth), collects private information about registered attendees to the Conference such as names, addresses, telephone numbers, credit card information and email addresses. We use the private information you give us to process your registration and to send you information in relation to the Conference.

If you choose not to provide some or all of the private information that we have sought, LGNSW may be unable to process your registration or it may result in you being unable to vote at the Conference. Further information about how LGNSW collects, holds and uses private information is contained in LGNSW's Privacy Policy which is available on the website at the following web address: <http://www.lgnsw.org.au/privacy>

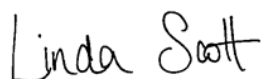
Further details

Further details about the Conference will be published on the LGNSW website as they become available, including about the Gala Dinner, President's Opening Reception, Conference business sessions, programs and 'early bird' pricing.

I trust the information above is of assistance. We will provide further reminders and updates closer to the Conference.

I look forward to seeing you at the Conference in October.

Yours sincerely



Cr Linda Scott
President

Annexure A – Members' voting entitlement at the 2018 Local Government NSW Annual Conference

Note: To be eligible to vote at the Conference, members must be financial on both the calculation date (1 March 2018) and the date that the roll of voters closes (12 midnight, 26 August 2018 AEST).

Member	No. of voters for voting on motions
Albury (R/R)	4
Armidale Regional (R/R)	3
Ballina (R/R)	3
Balranald (R/R)	1
Bathurst Regional (R/R)	3
Bayside (M/U)	10
Bega Valley (R/R)	3
Bellingen (R/R)	2
Berrigan (R/R)	1
Blacktown (M/U)	12
Bland (R/R)	1
Blayney (R/R)	1
Blue Mountains (R/R)	4
Bogan (R/R)	1
Bourke (R/R)	1
Brewarrina (R/R)	1
Broken Hill (R/R)	2
Burwood (M/U)	4
Byron (R/R)	3
Cabonne (R/R)	2
Camden (M/U)	5
Campbelltown (M/U)	9
Canada Bay (M/U)	5
Canterbury-Bankstown (M/U)	12
Carrathool (R/R)	1
Castlereagh-Macquarie (R/R)	1
Central Coast (R/R)	7
Central Darling (R/R)	1
Central Murray (R/R)	1
Central Tablelands Water (R/R)	1
Cessnock (R/R)	4
Clarence Valley (R/R)	4
Cobar (R/R)	1
Coffs Harbour (R/R)	4
Coolamon (R/R)	1
Coonamble (R/R)	1
Cootamundra-Gundagai Regional (R/R)	2
Cowra (R/R)	2
Cumberland (M/U)	10

Member	No. of voters for voting on motions
Dubbo Regional (R/R)	4
Dungog (R/R)	1
Edward River (R/R)	1
Eurobodalla (R/R)	3
Fairfield (M/U)	10
Federation (R/R)	2
Forbes (R/R)	1
Georges River (M/U)	9
Gilgandra (R/R)	1
Glen Innes Severn (R/R)	1
Goldenfields Water (R/R)	1
Goulburn Mulwaree (R/R)	3
Greater Hume (R/R)	2
Griffith (R/R)	3
Gunnedah (R/R)	2
Gwydir (R/R)	1
Hawkesbury City (M/U)	5
Hawkesbury River (M/U)	2
Hay (R/R)	1
Hilltops (R/R)	2
Hornsby (M/U)	7
Hunters Hill (M/U)	2
Inner West (M/U)	10
Inverell (R/R)	2
Junee (R/R)	1
Kempsey (R/R)	3
Kiama (R/R)	3
Kimbriki Environmental Enterprises Pty Ltd (M/U)	1
Ku-ring-gai (M/U)	7
Kyogle (R/R)	1
Lachlan (R/R)	1
Lake Macquarie (R/R)	7
Lane Cove (M/U)	4
Leeton (R/R)	2
Lismore (R/R)	3
Lithgow (R/R)	3
Liverpool (M/U)	10
Liverpool Plains (R/R)	1
Lockhart (R/R)	1
Lord Howe Island Board (R/R)	1
Maitland (R/R)	4
Mid-Coast (R/R)	4
Mid-Western Regional (R/R)	3
Moree Plains (R/R)	2

Member	No. of voters for voting on motions
Mosman (M/U)	3
Murray River (R/R)	2
Murrumbidgee (R/R)	1
Muswellbrook (R/R)	2
Nambucca (R/R)	2
Narrabri (R/R)	2
Narrandera (R/R)	1
Narromine (R/R)	1
Newcastle (R/R)	7
New England Tablelands (R/R)	1
Norfolk Island Regional Council (R/R)	1
North Sydney (MU)	5
Northern Beaches (M/U)	11
Oberon (R/R)	1
Orange (R/R)	3
Parkes (R/R)	2
Parramatta, City of (M/U)	11
Penrith (M/U)	10
Port Macquarie-Hastings (R/R)	4
Port Stephens (R/R)	4
Queanbeyan-Palerang Regional (R/R)	4
Randwick (M/U)	7
Richmond Valley (R/R)	3
Riverina Water (R/R)	1
Rous County (R/R)	1
Ryde (M/U)	7
Shellharbour (R/R)	4
Shoalhaven (R/R)	5
Singleton (R/R)	3
Snowy Monaro (R/R)	3
Snowy Valleys (R/R)	2
Strathfield (M/U)	4
Sutherland Shire (M/U)	10
Sydney, City of (M/U)	10
Tamworth Regional (R/R)	4
Temora (R/R)	1
Tenterfield (R/R)	1
The Hills Shire (M/U)	9
Tweed (R/R)	4
Upper Hunter (R/R)	2
Upper Lachlan (R/R)	1
Upper Macquarie (R/R)	1
Uralla (R/R)	1
Wagga Wagga (R/R)	4

Member	No. of voters for voting on motions
Walcha (R/R)	1
Walgett (R/R)	1
Warren (R/R)	1
Warrumbungle (R/R)	1
Waverley (M/U)	5
Weddin (R/R)	1
Wentworth (R/R)	1
Western Sydney Regional Organisation of Councils (M/U)	1
Willoughby (M/U)	5
Wingecaribee (R/R)	3
Wollondilly (R/R)	3
Wollongong (R/R)	7
Woollahra (M/U)	5
Yass Valley (R/R)	2
LGNSW Board (M/U)	10
LGNSW Board (R/R)	9
TOTAL:	494

8.12 Local Government Remuneration Tribunal Determination 2018

Reporting Officer

Executive Manager Corporate Services and Governance
City Governance

Community Strategic Plan

Objective	Strategy
3 Outcome Three: A Thriving, Attractive City	3.8 - Provide strong governance for all Council activities

Officer's Recommendation

1. That Council adopt the councillor and mayoral remuneration increase of 2.5 per cent effective 1 July 2018, as recommended by the Local Government Remuneration Tribunal.
2. That Council fix the remuneration fee for councillors at \$25,160 per annum representing an increase of 2.5 per cent for the 2018-2019 financial year effective 1 July 2018.
3. That Council fix the remuneration fee for the mayor at an additional \$66,860 per annum representing an increase of 2.5 per cent for the 2018-2019 financial year effective 1 July 2018.

Purpose

To advise Council that the Local Government Remuneration Tribunal has made a determination on the minimum and maximum fees payable to mayors and councillors for 2018-2019.

History

The Local Government Remuneration Tribunal was established to determine the categories for councils and the fees paid to mayors and councillors.

In accordance with Section 241 of the *Local Government Act 1993* (the Act), the Tribunal is required to make an annual determination on the fees payable to mayors and councillors to take effect from 1 July 2018. Sections 248 and 249 of the Act require councils to fix and pay an annual fee based on the Tribunal's determination.

Report

In accordance with Section 239 of the Act, the Tribunal is required to determine the categories of councils at least once every three years. The Tribunal has reviewed the criteria that apply to the categories of councils and the allocation of councils into those categories. The tribunal found that there was no strong case to change the criteria or the allocation of councils into categories at this time. Councils will be monitored by the tribunal to determine the appropriateness of the allocation of councils and the categorisation model for future

determinations. Campbelltown City Council has been classified as a Metropolitan Medium council for the purpose of this determination.

The tribunal is required to have regard to the Government's wages policy when determining the increase to the minimum and maximum fees that apply to councillors and mayors. The public sector wages policy currently provides for a cap on increases of 2.5 per cent.

During the determination process, the tribunal reviewed key economic indicators, including the Consumer Price Index and Wage Price Index, and found that the full increase of 2.5 per cent is warranted. Therefore, pursuant to Section 241 of the *Local Government Act 1993*, the annual fees to be paid to Metropolitan Medium Centre category councillors and mayors ranges from \$13,480-\$25,160 per annum for councillors, and an additional \$28,640 - \$66,860 per annum for the position of mayor, effective 1 July 2018.

A link to the full Local Government Remuneration Tribunal Determination 2018 can be found at <http://www.remtribunals.nsw.gov.au/local-government/current-lgrt-determinations>.

Attachments

Nil

8.13 Investment and Revenue Report - April 2018

Reporting Officer

Executive Manager Corporate Services and Governance
City Governance

Community Strategic Plan

Objective	Strategy
3 Outcome Three: A Thriving, Attractive City	3.7 - Public funds and assets are managed strategically, transparently and efficiently

Officer's Recommendation

That the information be noted.

Purpose

To provide a report outlining activity in Council's financial services portfolio for the month of April 2018.

Report

Investment Portfolio

Council's Investment Portfolio as at 30 April 2018 stood at approximately \$209m. Funds are currently being managed both by Council staff and Fund Managers and are in accordance with the *Local Government Act 1993*, Local Government (General) Regulation 2005 and Council's Investment Policy.

All investments are placed with approved deposit taking institutions and no funds are placed with any unrated institutions. Any funds placed with institutions that have a BBB long term rating have maturity lengths in the short term of up to 12 months, effectively A-2 rated, in accordance with Council's investment policy. All investments have a short term rating of A-2 or higher.

The return on Council's investments is tracking in accordance with budget expectations and continues to outperform the benchmark of the AusBond bank bill index.

The portfolio is diversified with maturities ranging between three months and four years.

The official cash rate has remained steady, with no movement since August 2016 at its present level of 1.50 per cent.

Regular liaison with Council's external financial advisor in assessing any new investment products offered assists in monitoring all of the risk factors to maximise Council's return on the investment portfolio.

Council's existing financial advisor, Spectra Financial Services contract expires at the end of June 2018, and as such, a request for quotation was advertised to engage a new financial advisor. The responses are currently in the evaluation stage with an expected commencement date of 1 July 2018.

Rates

Rates and Charges levied for the period ending 30 April 2018 totalled \$107,179,495 representing 99% of the current budget estimate.

The rates and charges receipts collected to the end of April totalled \$86,120,036. In percentage terms 79.6% of all rates and charges due to be paid have been collected, representing an increase in the amount collected in the same period last year of 79.5%.

Debt recovery action during the month involved the issue of 150 Statements of Claim to ratepayers with two or more instalments outstanding and a combined balance exceeding \$500. Further recovery on accounts with previous action resulted in 10 Judgments and 17 Writs being served on defaulters that have not made suitable payment arrangements or failed on multiple occasions to maintain an agreed payment schedule.

Council staff continue to provide assistance to ratepayers experiencing difficulty in settling their accounts. This includes the monitoring of 302 ratepayers with a total arrears balance of \$456,624 who have made suitable payment arrangements.

Ratepayers who purchased property since the May instalment notices are issued with a 'Notice to new owner' letter. During the month, 43 of these notices were sent to ratepayers advising them of the amount unpaid on their account and the amount levied in annual rates and charges.

Sundry Debtors

Debts outstanding to Council as at 30 April 2018 are \$1,702,778 reflecting an increase of \$549,550 since March 2018. During the month, 1454 invoices were raised totalling \$1,358,454. The majority of these are paid within a 30 day period. Those that are not paid within the 30 day period are reflected in the ageing report in attachment 3.

Debts exceeding 90 days of age totalled \$197,310 as at 30 April 2018. A significant portion of this debt relates to Corporate Administration, Various Sundry Items and Public Hall Hire. The Corporate Administration debt includes a debtor on arrangement for road widening works at Eagleview Road Minto. Payment is scheduled to be completed by September 2018. In Various Sundry Items an amount of \$15,500 raised for costs relating to a motor vehicle accident and damage to Council property (bus shelter) in Ambarvale. This is proving to be a difficult debt to recover as the debtor was uninsured and facing extensive personal circumstances, the debt is highly unlikely to be recoverable. Public hall hire fees of \$56,799 are a result of debts that have been raised in advance and in accordance with council policy, do not need to be finalised until two weeks prior to the function.

Debt recovery action is undertaken in accordance with Council's Sundry Debtors Recovery Procedures Policy and commences with the issue of a tax invoice. A person or entity may be issued any number of invoices during the calendar month for any business, services or activities provided by Council. At the conclusion of each calendar month, a statement of transactions is provided with details of all invoices due and how payments or credit notes

have been apportioned. Once an invoice is paid, it no longer appears on any subsequent statement.

All debts that age by 90 days or more are charged a statement administration fee of \$5.50 per statement. Debtors are contacted by telephone, email or in writing to make suitable arrangements for payment of the overdue debt. Where a suitable arrangement is not achieved or not maintained as agreed, a seven day letter is issued referencing referral to Council's debt recovery agents.

Matters referred to Council's recovery agent are conducted in accordance with relevant legislation and the *Civil Procedures Act 2001*. Formal legal recovery commences with a letter of demand (or letter of intent) providing debtors with at least 14 days to respond. In the event that no response is received, instructions are given to proceed to Statement of Claim allowing a further 28 days to pay or defend the action. Failing this, the matter will automatically proceed to judgment and continue through the *Civil Procedures Act 2001* process.

All costs associated with formal legal recovery are payable by the debtor and staff continue to make every effort to assist debtors to resolve their outstanding debt before escalating it through the local court.

During the month, 21 accounts were issued a letter of demand on Council's letterhead, advising that if the account was not settled or an appropriate arrangement was not made, the account will escalate to formal legal action through Council's agent.

Council's agents were instructed to proceed with an Examination Order on one account for unpaid licence fees; efforts are continuing to recover the debt. No further legal action was taken for the month.

Council officers continue to provide assistance to debtors experiencing difficulties in paying their accounts. Debtors are encouraged to clear their outstanding debts through regular payments where possible, to avoid any further recovery action.

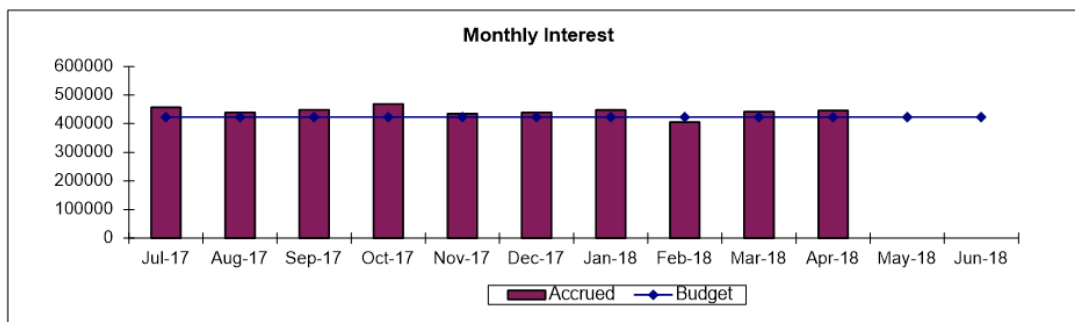
Attachments

1. Investment Report - April 2018 (contained within this report)
2. Rates Summary and Statistics April 2018 (contained within this report)
3. Sundry Debtors Summary and Ageing April 2018 (contained within this report)

CAMPBELLTOWN CITY COUNCIL INVESTMENT PORTFOLIO**April 2018**

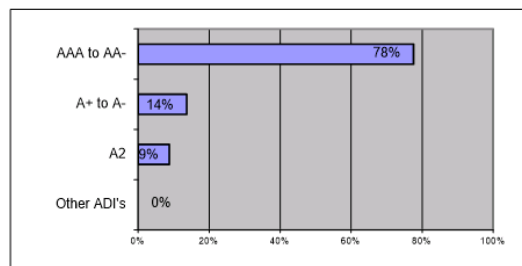
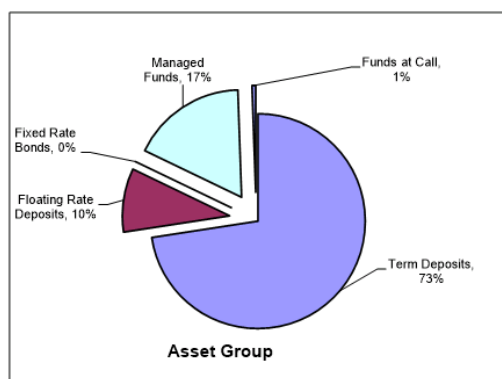
Benchmark AusBond Bank Bill Index
 Portfolio Balance 208,765,651.61

Monthly Performance	Return (mth)	Return (pa)
AusBond Bank Bill Index	0.16%	1.97%
Portfolio - Direct Investments	0.22%	2.71%
<i>Performance to Benchmark</i>	<i>+</i> 0.06%	<i>+</i> 0.75%
Short Term Call Accounts	0.14%	1.75%
Managed Funds	0.17%	2.05%

**Year to Date Performance****Credit Exposure (S&P Long Term Rating)**

Rolling 12 Month Period
 2.71% Council Managed Funds
 1.74% Benchmark

Interest Budget to Actual
 Avg Original Budget to Period \$4,229,167
 Actual Accrued to Period \$4,431,662

**Portfolio Diversity**

			%
Funds at Call	\$ 1,170,346.86	AA-	1%
NSW Treasury	\$ 39,883,610.58	AA+	19%
National Australia Bank	\$ 40,317,875.71	AA-	19%
Westpac Bank	\$ 46,151,694.94	AA-	22%
Commonwealth Bank	\$ 25,104,393.09	AA-	12%
Bank Western Australia	\$ 9,301,762.46	AA-	4%
AMP Bank	\$ 5,000,000.00	A	2%
Suncorp Metway	\$ 14,526,509.91	A+	7%
ING Bank	\$ 9,040,389.04	A-	4%
Members Equity Bank	\$ 5,000,000.00	A2	2%
Rural Bank	\$ 4,026,369.86	A2	2%
Bank of Queensland	\$ 5,067,290.22	A2	2%
Credit Union Aust	\$ 4,175,408.94	A2	2%
	\$ 208,765,651.61		100%

RATES SUMMARY

STATEMENT OF ALL OUTSTANDING RATES AND EXTRA CHARGES

RATE - CHARGE	NET ARREARS 1/7/2017	NET LEVY FOR YEAR	PENSION REBATES	EXTRA CHARGES	TOTAL RECEIVABLE	CASH COLLECTED	NET AMOUNT DUE	POSTPONED RATES & INTEREST	GROSS AMOUNT DUE
RESIDENTIAL	2,102,238.73	60,518,887.15	1,426,961.66	680,187.42	61,874,351.64	48,354,475.71	13,519,875.93	292,100.31	13,811,945.60
BUSINESS	315,185.85	18,453,138.02		67,149.17	18,835,473.04	15,243,573.90	3,591,899.14		3,591,899.14
FARMLAND	0.00	497,368.08	691.32	226.70	496,903.46	412,521.24	84,382.22	159,435.97	243,818.19
MINING	0.00	26,080.56		0.00	26,080.56	26,080.56	0.00		0.00
SR - LOAN	0.00	54.54		331.48	386.02	3,341.81	-2,955.79	8,727.40	0.00
SR - INFRASTRUCTURE	262,966.59	6,008,079.07		7,561.02	6,278,606.68	4,872,072.98	1,406,533.70	35,846.92	1,448,152.23
TOTAL	\$2,680,391.17	\$85,503,607.42	\$1,427,652.98	\$755,455.79	\$87,511,801.40	\$68,912,066.20	\$18,599,735.20	\$496,110.60	\$19,095,815.16
GARBAGE	625,322.26	20,767,820.95	874,671.54	33,073.98	20,551,545.65	16,096,442.82	4,455,102.83		4,455,102.83
STORMWATER	50,503.34	1,357,976.45		370.89	1,408,850.68	1,111,526.72	297,323.96		297,323.96
GRAND TOTAL	\$3,356,216.77	\$107,629,404.82	\$2,302,324.52	\$788,900.66	\$109,472,197.73	\$86,120,035.74	\$23,352,161.99	\$496,110.60	\$23,848,241.95

Total from Rates Financial Transaction Summary	22,856,664.43
Overpayments	-991,577.52
Difference	0.00

ANALYSIS OF RECOVERY ACTION

Rate accounts greater than 6 months less than 12 months in arrears	609,676.75
Rate accounts greater than 12 months less than 18 months in arrears	38,599.78
Rate accounts greater than 18 months in arrears	15,977.61
TOTAL rates and charges under instruction with Council's agents	\$664,254.14

RATES STATISTICS

No. of documents Issued	July	August	September	October	November	December	January	February	March	April	May	June	Apr-17
Rate Notices	49,616	324		236			595						43,923
Electronic - DoH	5,266									45,513			5,317
Instalment Notices				45,424			45,255			5,282			
Electronic - DoH				5,276			5,168						
Missed Instalment Notices			8,283			6,957			7,232				
- Pensioners > \$15.00			733			675			689				
Notice to new owner	122	83	36	27	30	49	51	17	26	43			49
7-day Letters - Council issued			1,793			1,944			2,262				
- Pensioners > \$500.00			160			246			298				
7-day Letters - Agent Issued			485				601		529				
Statement of Claim	119	19	14	197	17	10	225	13	14	150			208
Judgments	9	68	13	16	65	9	10	46	46	10			22
Writs	10	48	11	5	8	11	8	9	63	17			27
Electronic - eRates & BPAYView Arrangements	3,241	3,454	3,578	3,631	3,736	3,777	3,833	3,944	3,954	4,083			3,033
	303	263	398	431	393	455	402	318	478	302			444

DEBTORS SUMMARY 1 April 2018 to 30 April 2018

DEBTOR TYPE/DESCRIPTION	ARREARS AT 31/03/2018	RAISED THIS PERIOD	RECEIVED THIS PERIOD	BALANCE AT 30/04/2018	% DEBT RATIO
Corporate Administration	82,885	753,260	75,368	760,777	29.49%
Abandoned Items	1,068	0	0	1,068	0.35%
Education and Care Services	18,710	0	0	18,710	0.98%
Community Bus	89	0	0	89	0.01%
Sportsground and Field Hire	41,413	121,884	73,307	89,989	5.46%
Government and other Grants	529,300	53,135	196,000	386,435	12.87%
Public Hall Hire	179,042	82,186	73,532	187,697	1.39%
Health Services	350	0	0	350	0.02%
Land and Building Rentals	68,795	169,305	174,370	63,730	5.63%
Healthy Lifestyles	36,415	41,176	55,282	22,310	0.15%
Library Fines and Costs	0	0	0	0	0.00%
Licence Fees	28,793	21,393	15,557	34,629	1.85%
Pool Hire	5,542	27,105	7,827	24,819	0.39%
Private Works	2,612	0	0	2,612	0.52%
Road and Footpath Restoration	27,143	3,342	23,001	7,483	28.17%
Shop and Office Rentals	31,354	64,374	62,297	33,431	2.17%
Various Sundry Items	100,047	21,293	22,863	98,478	6.42%
Waste Collection Services	38,348	0	29,499	8,849	6.17%
	1,153,228	1,358,454	808,903	1,702,778	100%

AGEING OF SUNDRY DEBTOR ACCOUNTS - 30 April 2018

	Current Charges	Total 30 Days	Total 60 Days	Total 90+ Days	Balance Due	Previous Month 90+ days
Corporate Administration	708,489	2,029	9,620	40,639	760,777	53,775
Abandoned Items	0	0	0	1,068	1,068	1,068
Education and Care Services	18,710	0	0	0	18,710	0
Community Bus	89	0	0	0	89	0
Sportsground and Field Hire	81,724	0	0	8,264	89,989	17,533
Government and other Grants	53,135	330,000	0	3,300	386,435	0
Public Hall Hire	65,748	42,117	23,034	56,799	187,697	52,357
Health Services	0	0	0	350	350	350
Land and Building Rentals	63,725	0	0	6	63,730	0
Healthy Lifestyles	9,714	5,715	4,017	2,864	22,310	2,302
Licence Fees	15,784	6,156	2,072	10,618	34,629	12,032
Pool Hire	21,197	1,901	0	1,722	24,819	1,722
Private Works	1,189	0	0	1,423	2,612	1,423
Road and Footpath Restoration	2,288	2,720	1,627	848	7,483	3,878
Shop and Office Rentals	29,977	1,127	0	2,326	33,431	2,326
Various Sundry Items	12,419	14,893	4,083	67,083	98,478	65,041
Waste Collection Services	-330	9,179	0	0	8,849	0
	1,045,179	415,837	44,452	197,310	1,702,778	213,809

8.14 Reports and Letters Requested

Reporting Officer

Director City Governance
City Governance

Community Strategic Plan

Objective	Strategy
1 Outcome One: A Vibrant, Liveable City	1.3 - Ensure that Campbelltown is an inclusive city

Officer's Recommendation

That the information be noted.

Report

Attached for the information of Councillors is a status list of reports and letters requested from Council as at 8 May 2018.

Attachments

1. Reports and Letters Requested (contained within this report)

Reports Requested as at 8 May 2018

*Date of Decision *Mover *DocSet	Item/Comments	Div. Resp	Comp Date
City Lifestyles			
16.08.16 GB 4976615	NM17.3 - That Council prepare a feasibility report into a possible Vivid Lighting Event or similar event during the Fishers Ghost Festival, with a ghost theme, to assist in promoting a night time economy/entertainment for Campbelltown. Comment: To be considered as part of the events review.	CL	July 2018
26.09.17 BG	NM - 11.2 - That a report be presented to Council outlining the feasibility of contacting the creators of the Pokemon brand with the request to host a Pokemon Go event in the Campbelltown Local Government Area.	CL	July 2018

*Date of Decision *Mover *DocSet	Item/Comments	Div. Resp	Comp Date
City Delivery			
21.06.16 FB 4851108	CW1.3 - 3. - That following completion of the Floodplain Risk Management Study and Plan, a further report be tabled for Council's consideration.	CD	October 2018
08.11.16 MO 5095792	<p>ORD - NM - 11.1</p> <p>1. That a report be presented to Council investigating the potential to establish a Georges River Bush Cycle Track from Glenfield to Wedderburn.</p> <p>2. That this report include:</p> <ul style="list-style-type: none"> possible route and various access points potential and existing sources of funding - Local, State, Federal and Non-Governmental Organisation estimated initial construction costs and ongoing maintenance costs suggested time frame and schedule potential impediments to the development an assessment of environmental issues. <p>Comment: Item presented to Council as part of the Councillor Weekly Bulletin 18 May 2018, with a report to Council to follow.</p>	CD	July 2018
22.11.16 GB 5116854	<p>ORD - 11.1 - That Council seeks a report on the feasibility of creating a BMX track at the St Helens Park skate park and other sites, taking into consideration using the soil from the civil works creating the car park at that location.</p> <p>Comment: Item presented to Council as part of the Councillor Weekly Bulletin 18 May 2018, with a report to Council to follow.</p>	CD	July 2018
18.04.17 GB 5311171	<p>ORD - NM - 11.1</p> <p>1. That a report be presented on the implementation of a roundabout beautification program, which would include at least one large tree and other lower level plantings, on larger roundabouts within the Campbelltown Local Government Area.</p> <p>2. That the report include costings and timeframes.</p> <p>Comment: Item will be presented to Council as part of the Councillor Weekly Bulletin 8 June 2018, with a report to Council to follow.</p>	CD	July 2018
18.04.17 KH 5311169	<p>ORD - NM - 11.3</p> <p>1. That Council identify appropriate park spaces in all sections of the Local Government Area that are suitable for the installation of accessible perimeter pathways for use by residents of all ages.</p> <p>2. That a report be presented on the costs and possible time frame for providing such pathways.</p> <p>Comment: Item will be presented to Council as part of the Councillor Weekly Bulletin 8 June 2018, with a report to Council to follow.</p>	CD	July 2018

*Date of Decision *Mover *DocSet	Item/Comments	Div. Resp	Comp Date
18.04.17 GB 5311166	ORD - NM - 11.6 - That Council seek a report establishing a request line/email for use by residents who wish to have an appropriate tree planted by Council on their immediate nature strip. Comment: Item will be presented to Council as part of the Councillor Weekly Bulletin 8 June 2018, with a report to Council to follow.	CD	July 2018
18.04.17 GB 5311165	ORD - NM - 11.7 - That Council seek to create further avenues of trees in significant locations such as Emerald Drive, Eaglevale Drive, Eagle Vale and Campbelltown Road, Woodbine. That a report be provided on the costs and benefits of Council's annual tree planting program. Comment: Item will be presented to Council as part of the Councillor Weekly Bulletin 8 June 2018, with a report to Council to follow.	CD	July 2018
26.09.17 M. Chowdhury	ORD - NM - 11.1 1. That a report be presented to Council on the feasibility of constructing an open air entertainment space [stage or platform] in the amphitheatre at Redfern Park, Minto. 2. That the report include potential designs, material types, provision for weatherproof 3-phase power access and relevant costings. Comment: Item presented to Council as part of the Councillor Weekly Bulletin 18 May 2018, with a report to Council to follow.	CD	July 2018
12.12.17 RM	ORD - NM - 11.2 1. That a report be presented to Council investigating an area in Campbelltown where Jacaranda trees can be planted contiguously and prominently on both sides of the street or road, including the median strip if possible with a minimum of 45 trees should there be a median strip or 50 trees if just both sides of the road. Comment: Item will be presented to Council as part of the Councillor Weekly Bulletin 8 June 2018, with a report to Council to follow.	CD	July 2018
13.02.18 BM	ORD - NM - 11.2 2. That a report be presented to Council investigating these concerns, in consultation with the residents. Comment: Item will be presented to Council as part of the Councillor Weekly Bulletin 8 June 2018, with a report to Council to follow.	CD	July 2018
13.02.18 WM	ORD - NM - 11.1 3. That a report be presented to Council investigating Council's capacity to secure free or subsidised parking at Campbelltown Hospital for patients, visitors and staff.	CD	July 2018

*Date of Decision *Mover *DocSet	Item/Comments	Div. Resp	Comp Date
12.12.17 PL	<p>ORD - NM - 11.4</p> <ol style="list-style-type: none"> 1. That a report be presented to Council investigating the feasibility of extending the current bus service from Campbelltown Public Hospital through Parkside Crescent past Campbelltown Private Hospital to Macarthur Square. 2. That a further report be presented to Council on the possibility of a new bus service being established to service the businesses along Blaxland Road and that Council Staff survey the individual businesses along Blaxland Road for their input on the benefits of a bus service including the hours and days of service. 3. That Council investigate the feasibility of reintroducing the free bus service with the State Government. 	CD	July 2018
18.04.17 DL 5311167	<p>ORD - NM - 11.5 - That a report be presented on the feasibility of providing a footpath along St Andrews Road from Ballantrae Drive to Midlothian Road, St Andrews.</p> <p>Comment: Listed in the Council Meeting Agenda 12 June 2018</p>	CD	Complete

*Date of Decision *Mover *DocSet	Item/Comments	Div. Resp	Comp Date
City Governance			
14.10.14 RK 4033794	CG2.3 - 4. That a further report will be submitted to Council once a draft VPA/Infrastructure Services Delivery Plan (ISDP) have been finalised which will deal with the compulsory acquisition/land transfer issues concerning the whole of the Claymore Urban Renewal Project. Comment: Still in the process of finalising the VPA/ISDP with Urban Growth. Strategic Property and Urban Release and Engagement currently reviewing.	CG	September 2018
23.05.17 BM	ORD - NM11.1 1. That a report be presented to Council detailing a procedure for Councillors to request that a delegated decision be called up to a meeting of Council. 2. That a report be presented to Council detailing the procedures for: a. Councillors right and responsibility regarding access to administrative information. b. Councillors right and responsibilities regarding the ability to communicate with staff. c. Councillors right and responsibility to review decisions undertaken under delegated authority and the process to call the decisions to be reviewed. Comment: Following the implementation of the Local Planning Panel preparation of the report is now underway.	CG	August 2018

*Date of Decision *Mover *DocSet	Item/Comments	Div. Resp	Comp Date
City Development			
19.04.16 MO 4770730	<p>CS8.1- Old Clinton's development site</p> <p>That a report be presented outlining any action taken by Council with regards to the dead trees on the old Clinton's development site - Queen Street, Campbelltown.</p> <p>Comment: Further discussion currently being organised with development representatives to discuss financial contribution for street tree damage. Estimate of financial contribution prepared for further consideration and consultation.</p>	CDVP (CS)	July 2018
08.11.16 GG 5095788	<p>ORD - 11.5</p> <ol style="list-style-type: none"> 1. That a report and a briefing be presented to Council detailing the cost associated with establishing and running a Design Excellence Panel (DEP) to encourage high quality urban design within the Campbelltown Local Government Area (LGA) including any honorariums, and the feasibility of any other options to ensure the best practice function of the panel. 2. That the report consider establishing a panel to provide an independent and transparent specialist peer review of major urban development and high density dwellings within the Local Government Area based on the following criteria: <ol style="list-style-type: none"> a. The Design Excellence Panel be comprised of five members consisting of, four professionals and one community representative, with membership open to: <ul style="list-style-type: none"> o well-known and respected professionals who are involved in the design of major projects and have extensive expertise in areas of architecture, urban design and/or landscape architecture; and o a community representative with a demonstrated understanding and experience in architecture, urban design, landscape architecture or a related field. o to ensure the panel's independence, a panel member cannot be a Councillor or council employee. b. Expert members must not live or do business in the council area in a related field. Community representatives must live in the area, but not do business in the Campbelltown area in a related field. c. That the panel members' tenure should be limited to two years with an optional extension for another two years. d. That a selection committee be established to undertake the selection of panellists. The selection committee should include the Mayor or his/her Councillor, representative and one other Councillor. Two senior staff members and two distinguished independent people with knowledge of the development assessment system. All members of the selection committee to be approved by a council resolution. e. That the appropriate Policy and Procedure and Code of Conduct be developed in line with ICAC recommendations to ensure the panel demonstrate the highest ethical standards in the exercise of their duties and responsibilities, maintain the integrity of the panel and to provide for fair and transparent dealings in making decisions. <p>Comment: Information currently being compiled.</p>	CDVP	July 2018

*Date of Decision *Mover *DocSet	Item/Comments	Div. Resp	Comp Date
13.12.16 PL 5146315	ORD 8.5 - That a report be provided investigating the use of a drone with heat detecting cameras to track and monitor Koala movement in the Local Government Area. Comment: Investigation will be undertaken and report compiled.	CDVP	July 2018
12.12.17 WM	ORD - NM - 11.1 1. That a report be presented investigating the feasibility and funding options to use the silos known as Vardy's Estate on the eastern side of Menangle Road, Menangle Park for art work associated with the use of Menangle Park by the Defence Forces during the first (Beersheba) and second world wars.	CDVP	July 2018
28.11.17 BM	ORD - NM - 11.1 3. That a report be presented to Council investigating how Council can assist carers in obtaining and disposing of koala food, for example: a. Council staff and contractors identifying and setting aside eucalyptus trees from worksites and tree-clearing activities for carers to access b. Council providing a free green waste drop-off for registered koala carers to dispose of unused or inappropriate leaves.	CDVP	July 2018
13.02.18 BM	ORD - NM - 11.3 1. That a report be presented to Council investigating the implementation of an organic bin program for Campbelltown, including a briefing for Councillors. 2. That the report include the results of Bathurst Regional Council's organic bin program, with the diversion of 4000 tonnes of organic waste from landfill to commercial compost in its first year. Comment: Waiting for this item to be listed at a future briefing evening.	CDVP	July 2018

*Date of Decision *Mover *DocSet	Item/Comments	Div. Resp	Comp Date
City Growth and Economy			

Letters Requested as at 8 May 2018

*Date of Decision *Mover *DocSet	Item/Comments	Div. Resp	Comp Date
City Lifestyles			
*Date of Decision *Mover *DocSet	Item/Comments	Div. Resp	Comp Date
City Delivery			
26.09.17	NM 11.5 - That Council write to the Minister for the Environment, requesting the spraying of noxious weeds (Blackberry Bush and African Olive) along both sides of M31 from Brooks Road to St Andrews Road in the Campbelltown Local Government Area. Comment: Letter sent 10/12/17	CD	COMPLETED
08.05.18 KH	NM 11.2 - 2. That Council write a letter of thanks to the State Member for Campbelltown, Mr Greg Warren MP to acknowledge and endorse his representations to the Minister for Roads, Maritime and Freight, and the Minister for Police to improve road safety at and in the vicinity of the intersection. Comment: Letters have been sent to the Minister for Roads, Maritime and Freight, Mr Greg Warren Minister for Planning and the Minister of Police (18 May 2018). Council is currently awaiting a response.	CD	Pending
*Date of Decision *Mover *DocSet	Item/Comments	Div. Resp	Comp Date
City Governance			
11.07.17 RT	ORD 7.2 - 2. That a letter of thanks be forwarded to Dr Freeland. Comment: Letter sent 28/07/17.	CG	COMPLETED
11.07.17 BM	NM 11.1 1. That Council extends its sincere sympathy to the victims of the Grenfell Tower fire in Kensington, UK. 2. That Council notes the cladding which contributed to the terrible fire has been in use in Australian medium and high-density developments. Comment: Item 1. Noted, Item 2. Noted, Item 3. - transferred to City Development.	CG	COMPLETED

*Date of Decision *Mover *DocSet	Item/Comments	Div. Resp	Comp Date
City Development			
13.06.17 K.H	NM 11.2 - 4. That Council write to the Member for Campbelltown, Mr Greg Warren, seeking his support for additional funding to be allocated for the immediate installation of such fencing and crossing Comment: Letter sent 31/07/17 awaiting a response letter.	DVP	COMPLETED
11.07.17 BM	NM 11.1 3. That Council write to the local members requesting an urgent state government investigation into the use of similar or same cladding in multi-storey developments across NSW and options available to mitigate potential risks. Comment: Letter sent 25/07/17 awaiting a response letter.	DVP	COMPLETED
13.02.18 WM	ORD - NM - 11.1 2. That Council write to the Minister for Health, the Hon. Brad Hazzard MP, stating our objection to the introduction of paid parking for patients, visitors and staff at Campbelltown Hospital, and a copy of this letter be sent to the Member for Campbelltown Mr. Greg Warren MP.	CDVP	Pending

*Date of Decision *Mover *DocSet	Item/Comments	Div. Resp	Comp Date
City Growth and Economy			

9. QUESTIONS WITH NOTICE

9.1 Questions with Notice - Councillor Lake

Councillor Paul Lake has given notice of the following Questions With Notice that will be asked at the Ordinary Meeting of Council held 12 June 2018.

1. Could the General Manager give an update on the “Love Leumeah” Programme which was held Friday 20 April 2018 and a further event that was to be held at the end of May 2018?
2. Could the General Manager provide an update as to whether a response has been received from “Google” about relocating their headquarters to Campbelltown?
3. Could the General Manager provide an update on the investigation carried out at the Campbelltown Arts Centre, during May 2018, regarding combustible cladding?
4. Re-imaging Campbelltown as a City
 - (a) Could the General Manager advise how Council will legally implement the plan for buildings within the CBD to have green rooftops and green vegetation down the side of buildings?
 - (b) What percentage of area, on the outside of each building, will be required to be covered by green vegetation?
 - (c) Has Council, or its’ Consultants, investigated the cost to maintain the green vegetation on the side of buildings?
 - (d) Has Council, or its’ Consultants, investigated the negativity to potential residents by implementing this plan?
5. Could the General Manager advise why she has marked every page in the Council Weekly Bulletin, which goes to Councillors and Staff every Friday, as “Confidential” from 18 May 2018 and not in previous Bulletins?

10. RESCISSION MOTION

Nil

11. NOTICE OF MOTION

Nil

12. URGENT GENERAL BUSINESS

Nil

13. PRESENTATIONS BY COUNCILLORS

14. CONFIDENTIAL REPORTS FROM OFFICERS

14.1 Tender for Lease of Council Property

Reason for Confidentiality

This report is **CONFIDENTIAL** in accordance with Section 10A(2)((c)) of the *Local Government Act 1993*, which permits the meeting to be closed to the public for business relating to the following: -

information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business.

14.2 MACROC

Reason for Confidentiality

This report is **CONFIDENTIAL** in accordance with Section 10A(2)((a)) of the *Local Government Act 1993*, which permits the meeting to be closed to the public for business relating to the following: -

personnel matters concerning particular individuals (other than Councillors).