

ATTACHMENT BOOKLET

ORDINARY COUNCIL MEETING
29 SEPTEMBER 2021

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LIVERPOOL CONTRIBUTIONS PLAN 2008 EDMONDSON PARK



Adopted: 17 December 2007

Amended: **TBC**

Content Manager: 109054.2010



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1. Introduction

Liverpool continues to experience significant new urban development, which creates a need for additional public amenities and services. In order that the existing residents are not burdened with the cost of providing these public services and amenities it is necessary for new urban development to provide these at no cost to existing residents.

Section 94 of the *Environmental Planning and Assessment Act, 1979* enables the Council to require new urban development to provide these public services and amenities at no cost to Council. In particular Section 94 enables the Council to require, as a condition of development consent, that land is dedicated or a cash contribution is made or both, for the provision of public services and amenities. Any such requirement must be in accordance with a contributions plan prepared by the Council.

The *Liverpool Contributions Plan 2006 (Edmondson Park)* provides information on the extent of anticipated new development, the extent of new public services and amenities needed to support the new development and the contributions that the new development must make to fund the public services and amenities.

Section 1 – Schedule of Rates

This provides the monetary contribution rates for development.

Section 2 - Administration of the Contributions Plan

This provides details on the, including a background on S94 of the Act, details on how development will be levied contributions and when the contributions plan was adopted and subsequently amended.

Section 3 – Planning Background and Implementation

This provides details on the background to the planning of Edmondson Park (Liverpool). It provides an outline on how this plan relates to *Liverpool Local Environment Plan 2008* and *Liverpool Development Control Plan 2008*. It also outlines the Development Strategy for Edmondson Park and how this will affect the implementation of the contributions plan.

Sections 4 – 9

These provide details on the actual facilities that contributions will fund, the nexus between development and facilities to be funded by contributions, the formulae for determining the contributions and a general comment on the timing of facilities.

The range of public services and amenities that are funded by developer contributions includes:

- **Community Facilities** - including multi-purpose community centres;
- **Recreation Facilities** – including bushland reserves, outdoor passive and sporting facilities and bike paths;
- **Transport** – including various pedestrian and traffic facilities, public transport facilities, frontage to public land uses and sub arterial roads;
- **Drainage** – including natural creek corridors and basins.

2. Schedule of Rates

2.1 Value of Infrastructure

As a condition of development consent, Council will require payment of money and/or dedication of land as a contribution to the cost of the provision of infrastructure required to enable the development in Edmondson Park (Liverpool). The value of the contributions are based the formulae shown in the contributions plan using the cost of infrastructure and the extent of estimated development also shown in the contributions plan. Table 2.1 provides a summary of cost of infrastructure. The value of works and land is as at September 2006 Quarter.

Table 2.1: Summary of Total Infrastructure Costs (Works and Land Acquisition Costs)

Purpose	Total
Community Facilities - Land	\$3,977,040
Community Facilities - Works	\$11,218,834
Open Space and Recreation - Land	\$48,061,100
Open Space and Recreation - Works	\$27,682,885
Transport and Access - Land	\$30,936,056
Transport and Access - Works	\$28,650,777
Drainage - Land	\$1,713,700
Drainage - Works	\$11,554,210
Technical Study Fees Recoverable	\$537,883
Professional Fees	\$1,755,000
Total	\$166,087,485

2.2 Contribution Rates

The value of the payment will be calculated based on the contributions rates shown in the Table 2.2. Contributions are determined on a "per hectare basis". The various densities shown are based on the Net Site Density Controls in *Liverpool LEP 2008*. These will be updated quarterly based on the adjustment to contributions rates as set out in 3.7.7.

Table 2.2: Contribution Rates

Purpose	Net Site Density Controls in Liverpool LEP 2008				
	38 Dwellings / Ha	28 Dwellings / Ha	21 Dwellings / Ha	17 Dwellings / Ha	14 Dwellings / Ha
	\$ / Ha	\$ / Ha	\$ / Ha	\$ / Ha	\$ / Ha
Community Facilities - Land	\$16,605	\$12,235	\$11,210	\$8,976	\$8,667
Community Facilities - Works	\$46,841	\$34,514	\$31,622	\$25,321	\$24,448
Open Space and Recreation - Land	\$200,665	\$147,859	\$135,468	\$108,474	\$104,733
Open Space and Recreation - Works	\$115,582	\$85,166	\$78,029	\$62,480	\$60,326
Transport and Access - Land	\$129,165	\$95,174	\$87,199	\$69,823	\$67,415
Transport and Access - Works	\$119,623	\$88,143	\$80,757	\$64,665	\$62,435
Drainage - Land	\$5,679	\$5,679	\$4,185	\$4,185	\$3,886
Drainage - Works	\$38,292	\$38,292	\$28,215	\$28,215	\$26,200
Technical Study Fees Recoverable	\$2,246	\$1,655	\$1,516	\$1,214	\$1,172
Professional Fees	\$7,328	\$5,399	\$4,947	\$3,961	\$3,824
Total	\$682,026	\$514,117	\$463,148	\$377,313	\$363,106
Purpose	2 Dwellings / Ha	Non Res in R1 & R3 zones	B6 zones	B2 zones	Non Res in B2 zones
	\$ / Ha	\$ / Ha	\$ / Ha	\$ / Ha	\$ / Ha
Community Facilities - Land	\$1,238	\$9,104	\$3,014	\$24,302	
Community Facilities - Works	\$3,493	\$25,680	\$8,503	\$68,553	
Open Space and Recreation - Land	\$14,962	\$110,014	\$36,428	\$293,677	
Open Space and Recreation - Works	\$8,618	\$63,367	\$20,983	\$169,156	
Transport and Access - Land	\$9,631	\$70,814	\$23,448	\$189,035	
Transport and Access - Works	\$8,919	\$65,583	\$21,716	\$175,070	
Drainage - Land	\$555	\$4,783	\$5,679	\$5,679	\$5,679
Drainage - Works	\$3,743	\$32,246	\$38,292	\$38,292	\$38,292
Technical Study Fees Recoverable	\$167	\$1,231	\$408	\$3,287	
Professional Fees	\$546	\$4,017	\$1,330	\$10,724	
Total	\$51,872	\$386,839	\$159,803	\$977,774	\$43,972

Current Contribution Rates

The monetary contribution rates shown in Table 2.2 will be adjusted in accordance with the provisions set out the contributions plan at the time of imposing a condition on a development consent requiring payment of the monetary contribution and again at the time that the monetary contribution is to be paid pursuant to the condition imposed on the development consent.

The adjusted contribution rates will be shown on Council's Web Page and updated quarterly.

3. Administration of the Plan

3.1 Name of Plan

This plan is called *Liverpool Contributions Plan 2008 (Edmondson Park)*.

This Contributions Plan has been prepared in accordance with the provisions of Section 94 of the *Environmental Planning and Assessment Act 1979* and the *Environmental Planning and Assessment Regulation 2000*.

3.2 Applies to

This Contributions Plan applies to Edmondson Park within the Liverpool LGA, as illustrated below in Figure 3.1.

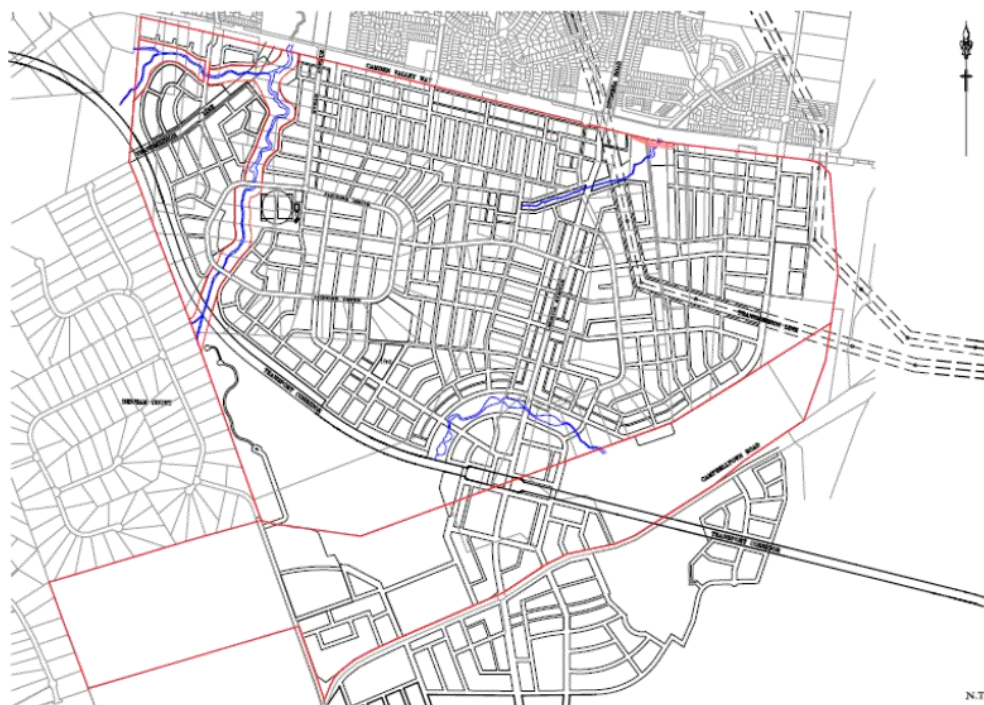


Figure 3.1: Edmondson Park

3.3 Purpose of Plan

The purpose of the Contributions Plan is to:

- (a) Provide an administrative framework under which specific public facilities strategies may be implemented and coordinated,
- (b) Ensure that adequate public facilities are provided for as part of any new development,
- (c) To authorise the council to impose conditions under section 94 of the *Environmental Planning and Assessment Act 1979* when granting consent to development on land to which this plan applies,
- (d) Provide a comprehensive strategy for the assessment, collection, expenditure accounting and review of development contributions on an equitable basis,
- (e) Ensure that the existing community is not burdened by the provision of public amenities and public services required as a result of future development,
- (f) Enable the council to be both publicly and financially accountable in its assessment and administration of the development contributions plan.

3.4 Adoption of Contributions Plan

The plan was adopted by Council on 17 December 2007. The plan originally came into force on 9 January 2008. The value of works and land is as at September 2006 Quarter. The CPI for this quarter was 156.1.

Amendments to Contributions Plan

Liverpool Contributions Plan 2008 has been amended as follows:

<u>No</u>	<u>Adoption date</u>	<u>Amendment date</u>	<u>Description of Amendment</u>
1	10 June 2020	10 June 2020	Enacted Council resolution of 29 April 2020 to implement Covid-19 response.
2	18 December 2020	5 January 2021	Update to include 21 dwellings/hectare.
3	TBC	TBC	Update description for existing development credit.

3.5 Relationship to other Plans

Edmondson Park (Liverpool) is also subject to the following plans:

- *Liverpool Local Environmental Plan 2008*, herein referred to as the LEP;
- *Liverpool Development Control Plan 2008* herein referred to as the DCP.

3.6 Types of Development to be levied

Council will levy all development in the Edmondson Park (Liverpool), which generates the need for additional amenities, facilities and services, which the Council provides. Development includes subdivision, new dwellings and non-residential development, including development within the town centre.

Development approved pursuant to *State Environmental Planning Policy (Seniors Living) 2004* will be levied development contributions in accordance with the Contributions Plan. Self contained dwellings and In-fill care housing (as defined in the policy) will be levied.

3.7 Payment of Contributions

3.7.1 Levying of Contributions

Council will require, as a condition of development consent, the payment of a monetary contribution and/or the dedication of land for the provision of public facilities specified in this Contributions Plan, from development, which it considers will contribute to the need for those facilities. The Contributions Plan applies to development applications determined after the plan comes into force.

Contributions for subdivisions will be calculated according to the number of dwellings proposed on the allotment (with the exclusion of drainage and stormwater, which will be based on site area). Should the ultimate number of dwellings proposed on that allotment increase, post sub-division development consent, then contributions for additional dwellings must be paid to Council.

Council requires contributions to be satisfied in full, as follows:

Development applications involving subdivision only

Monetary contributions are required to be paid prior to the release of the Subdivision Certificate whether by Council or a Private Certifier (in the case of strata subdivision). Any dedication of land to Council, in lieu of a monetary contribution, shall be shown on the plan of subdivision.

Development applications involving building work only

Monetary contributions are required to be paid to Council prior to the issuing of the Construction Certificate, whether by Council or a Private Certifier. Dedication of land to Council, in lieu of monetary contribution, shall be shown on a plan of subdivision, to be registered prior to the issue of an Occupation Certificate.

Development applications involving subdivision and building work (for example, dual occupancy and integrated housing)

Monetary contributions are required to be paid to Council prior to the release of the Construction Certificate or Subdivision Certificate, whichever occurs first, whether by Council or a Private Certifier. Any dedication of land to Council, in lieu of monetary contribution, shall be shown on a plan of subdivision, to be registered prior to issue of an Occupation Certificate.

Development Applications where no building works are proposed

Monetary contributions are required to be paid to Council prior to occupation / commencement of the development. Any dedication of land to Council, in lieu of monetary contribution, shall be shown on a plan of subdivision to be registered prior to issue of an Occupation Certificate.

Landcom

Landcom is not required to submit final subdivision plans to Council for certification. Rather, subdivision plans are deposited directly with the Land Titles Office. Contributions (monetary, material public benefits and land transfer) are therefore required to be paid by Landcom to Council prior to the registration of subdivision plans. Any dedication of land to Council, in lieu of monetary contribution, shall be shown on the plan of subdivision.

Covid-19 Response

For Development Applications lodged or approved between 16 April 2020 and 31 December 2020 and for Section 4.55 modifications lodged in the same period which seek to modify the relevant contributions condition of a development consent for which any contributions have not yet been paid, 50% of the contribution can be paid prior to the issue of a construction certificate with the remaining 50% payable prior to the issue of the first occupation certificate. Any applications during this period that include subdivision must have all contributions paid prior to the issue of the Subdivision Certificate.

For such applications, Council will waive the requirement to have an unconditional bank guarantee in place for the duration of the deferral.

3.7.2 Deferred Payments

Council will allow payment of contributions to be deferred in the following cases only:

- Where the applicant has the intention and ability to dedicate land or provide a material public benefit in part or to full satisfaction of a condition imposed by development consent; or
- In other circumstances, to be outlined in writing by the applicant and determined formally by Council on the merits of the case.

Deferred payments as outlined above are acceptable only where an unconditional bank guarantee is provided for the amount deferred. Bank guarantees will be accepted on the following conditions:

- The guarantee must carry specific wording, for example, "drainage contributions for Stage 3".
- The guarantee will be for the contribution amount plus the estimated amount of compound interest foregone by Council for the anticipated period of deferral. (Refer to formula in section 3.7.3).
- Council may call up the guarantee at any time without reference to the applicant, however, the guarantee will generally be called up only when cash payment has not been received, and land is not dedicated or material public benefit not provided by the end of the period of deferral.
- The period of deferral must be for a limited time only as agreed where land is to be dedicated or a material public benefit is to be provided. In merit cases, the period of deferral will be as approved by Council. The period of deferral may be extended subject to providing a renewed bank guarantee, which includes anticipated future interest.
- Council will discharge the bank guarantee when payment is made in full by cash payment, land transfer or by completion of works in kind.

For Development Applications lodged or approved between 16 April 2020 and 31 December 2020 and for Section 4.55 modifications lodged in the same period which seek to modify the relevant contributions condition of a development consent for which any contributions have not yet been paid, a bank guarantee for the deferred amount is not required.

3.7.3 Formula for Bank Guarantee Amounts

The following formula to be applied to all bank guarantees for contributions is:

Guarantee Amount = $P + P (C \times Y)$, where:

P = Contribution due;

CI = Compound interest rate comprised of Council's estimate over the period plus 3 percent (allowance for fluctuations); and

Y = Period of deferral (years).

3.7.4 Method of Payment

Contributions may be made by one or a combination of the methods described below. All contributions will be offset against the requirements of the schedule within this Plan.

Monetary Contribution

A monetary contribution is the most common method of payment of contributions. However, Council may consider the transfer of land to Council or providing works in kind, but only as detailed in the schedule of facilities in this Contributions Plan. If applicable, and only if acceptable to Council, such a transfer or works in kind may be an offset to the monetary contribution otherwise applicable to the development under this plan. Monetary contributions will be accepted in cash or by bank cheque only.

Transfer of Land

An applicant may transfer land to Council in part or in full satisfaction of a contribution. The land may be for open space, community facilities, drainage or roads and must be land, which is included in a schedule of facilities within this Contributions Plan. The estimated value of the land at the time of transfer, as

agreed by Council, will be offset against the contribution required for the same facility category at the time of transfer. Offsets against other facility categories will be by agreement only.

Where land, which is the subject of a development application contains land identified for acquisition under this Contributions Plan, Council may as a condition of consent require that land to be dedicated free of charge to Council. Monetary contributions will be adjusted accordingly to reflect the value of land to be dedicated in lieu of payment of cash.

Works in Kind

Applicants are encouraged to provide works in kind in part or full satisfaction of a contribution. The works must be included in a schedule of facilities in this Contributions Plan. The value of works will be offset against the contribution required for the same facility category. The value of the offset will be as agreed with Council in accordance with the value of the works identified in the Contribution Plan. Applicants will be required to provide details of the works to be undertaken, financial guarantees, bank guarantees and administration.

Applicants may provide land or works in excess of that required for the development and offset this against contributions for other facilities.

Land Banking

Council will not approve land banking unless Council believes that the development is exceptional and merits the use of land banking. In these cases Council will only consider land banking subject to the requirements below:

- The rate per square metre to be used must be formally agreed between Council and the developer, and must be consistent with this Contributions Plan;
- Development applications against which the open space land bank will be offset are clearly identified in the agreement between Council and the developer;
- On entering the agreement between Council and the developer, the parcels of land subject to the land bank are to be clearly identified, and must be consistent with this Contributions Plan;
- Any agreement would be redeemable for cash at the rate listed in the agreement, subject to Council's cash flow capabilities;
- The full cost of land transfers shall be borne by the applicant;
- Land bank credits may be transferable to other parties with Council approval; and
- Land bank credits shall not be transferable outside the area of the Edmondson Park (Liverpool).

3.7.5 Credit for Land and Works in Kind

An applicant may only transfer land or undertake works in kind, in substitution for a monetary contribution, if the Council approves of it.

Where an applicant dedicates land to Council or provides facilities, which are included in the schedule of facilities in this Contributions Plan, and is in excess of the contribution required, the excess land or value of facilities will be held by Council as credit for future development. The value of the credit will be maintained with interest allocated by Council to the relevant Contributions Plan. The credit is expressed in terms of "number of lots" and will be offset against contributions for the same facility category in any future development by that applicant in the area to which this Contribution Plan applies. The offset will generally be made at the contribution rate at the time of the subsequent development.

If no future development is intended, and only if Council has agreed to such dedication or works in kind being undertaken, Council will reimburse the applicant for the excess land or works, to a value that does not exceed the value attributed to such land or works, as included in the schedule and consistent with the formulae for adjustment of contribution rates in Section 3.7.7. Alternatively, Council may offset the excess value against contributions required for other facility categories.

Applicants should note:

- No credit will be given for land or works, which are not included in this Contributions Plan unless a Planning Agreement is entered into with Council;
- Credit will only be given up to a maximum value of facilities (as listed or provided for in this Contributions Plan) in this Contributions Plan for development levied in accordance with this Contributions Plan; and
- Credits for development, which have been levied in accordance with a previous Contributions Plan for the area, will only be expressed in dollar terms and not in terms of number of lots.

3.7.6 Credit for Existing Development

~~Credit for existing development does not apply to this Contributions Plan. When calculating contributions for a particular development, a contribution credit equivalent of one conventional allotment is given for each allotment, which exists prior to subdivision or development. The basis of this practice is that each existing lot has an existing dwelling (or potential to construct) and no opportunity exists to levy contributions retrospectively. This practice also applies when recently created residential lots are re-subdivided or developed to the same dwelling type. Where an existing dwelling is located over two or more lots, these will be considered as one conventional lot, for the purposes of calculating applicable contributions.~~

3.7.7 Adjustment to Contribution Rates

The monetary contribution rates shown in Section 2 - Schedule of Contributions, are to be adjusted in accordance with the provisions set out below at the time of imposing a condition on a development consent requiring payment of the monetary contribution and again at the time that the monetary contribution is to be paid pursuant to the condition imposed on the development consent.

The adjusted contribution rates will be shown on Council's Web Page and updated quarterly.

This is distinct from Section 3.8, which deals with future reviews of the contributions plan. Future reviews will not affect any consent granted in accordance with this contributions plan.

Works, Administration, Professional and Legal Fees

The works, administration, professional and legal fees components of the monetary contributions rates set out in this plan are adjusted in accordance with the formula below headed **"Contribution at time of development consent"** at the time of imposing a condition on a development consent requiring payment of the monetary contribution to reflect quarterly variations in the *Consumer Price Index (All Groups Index Number for Sydney)* since the quarter year period shown for each Area in Section 2 – Schedule of Contributions.

In addition to the above adjustment, the works, administration, professional and legal fees components of the monetary contributions set out in this plan are adjusted in accordance with the formula below headed **"Contribution at time of payment"** at the time that the monetary contribution is to be paid pursuant to the condition imposed on the development consent to reflect quarterly variations in the *Consumer Price Index (All Groups Index Number for Sydney)* since the date that the consent was granted.

In that regard a condition imposed upon a development consent requiring payment of a monetary contribution set out in this plan that includes a works, administration, professional or legal fees component, shall include a requirement for the amount of the relevant component in the condition to be adjusted at the time that the contribution is to be paid to reflect quarterly variations in the *Consumer Price Index (All Groups Index Number for Sydney)* since the date that the consent was granted in accordance with the formula below headed **"Contribution at time of payment"**.

Contribution at time of development consent

$$C_2 = \frac{C_1 \times C P I_2}{C P I_1}$$

Contribution at time of payment

$$C_3 = \frac{C_2 \times C P I_3}{C P I_2}$$

where	$C_1 =$	Works, administration, professional and legal fees components of the contributions as shown in this contributions plan
	$C_2 =$	Works, administration, professional and legal fees components of the contributions subject of the conditions imposed on the development consent
	$C_3 =$	Works, administration, professional and legal fees components of the contributions at the time that the contribution is to be paid
	$C P I_1 =$	Latest "Consumer Price Index: All Groups Index Number" for Sydney available from the Australian Bureau of Statistics shown in <i>Liverpool Contributions Plan 2008 (Edmondson Park)</i> in Section 2
	$C P I_2 =$	Latest "Consumer Price Index: All Groups Index Number" for Sydney available from the Australian Bureau of Statistics as at the time of granting the relevant development consent
	$C P I_3 =$	Latest "Consumer Price Index: All Groups Index Number" for Sydney available from the Australian Bureau of Statistics at time that the contribution is to be paid

Land

The land components of the monetary contributions rates set out in this plan are adjusted in accordance with the formula below headed "**Contribution at time of development consent**" at the time of imposing a condition on a development consent requiring payment of the monetary contribution to reflect quarterly variations in the **Average Estimated Land Acquisition Cost Per Square Metre** since the quarter year period shown for each Area in Section 2 – Schedule of Contributions.

In addition to the above adjustment, the land components of the monetary contributions set out in this plan are adjusted in accordance with the formula below headed "**Contribution at time of payment**" at the time that the monetary contribution is to be paid pursuant to the condition imposed on the development consent to reflect quarterly variations in the **Average Estimated Land Acquisition Cost Per Square Metre** since the date that the consent was granted.

In that regard a condition imposed upon a development consent requiring payment of a monetary contribution set out in this plan that includes a land component, shall include a requirement for the amount of the land component in the condition to be adjusted at the time that the contribution is to be paid to reflect quarterly variations in the **Average Estimated Land Acquisition Cost Per Square Metre** since the date that the consent was granted in accordance with the formula below headed "**Contribution at time of payment**".

In this clause "**Average Estimated Land Acquisition Cost Per Square Metre**" means the index figure prepared and published by or on behalf of the Council that represents the total costs that would have been incurred by the Council in respect of all land acquired by Council during the previous quarter year period divided by the number of square metres of such land and the phrase "**land**" where used herein means land that is in an englobo state being regular in shape, good average level land with an area of 2 ha with services available in the area for connection, subject to the payment of necessary developer contributions rates and not yet developed.

Contribution at time of development consent

$$C_2 = \frac{C_1 \times L_2}{L_1}$$

Contribution at time of payment

$$C_3 = \frac{C_2 \times L_3}{L_2}$$

where:	C₁ =	Land component of contributions as shown in this contributions plan
	C₂ =	Land component of contributions subject of the conditions imposed on the development consent
	C₃ =	Land component of contributions at the time that the contribution is to be paid
	L₁ =	The latest Average Estimated Land Acquisition Cost Per Square Metre shown in <i>Liverpool Contributions Plan 2008 (Edmondson Park)</i> in Section 2
	L₂ =	The latest Average Estimated Land Acquisition Cost Per Square Metre published by the Council at the time of granting the relevant development consent
	L₃ =	The latest Average Estimated Land Acquisition Cost Per Square Metre published by the Council at time that the contribution is to be paid

3.7.8 Goods and Services Tax

No Goods and Services Tax (GST) is applicable to the payment of contributions made under Section 94 of the *Environmental Planning and Assessment Act 1979*. This exemption applies to both cash contributions and land or works in lieu of contributions.

3.8 Review of Plan and Contributions Rates

Council will review the Contributions Plan on a regular basis. The review process will canvass, where data is available:

- development activity in terms of latest information on net additional dwellings and populations;
- likely total development activity to be experienced in the future;
- progress in the delivery of public facilities and amenities identified in the schedules of facilities;
- modification of facility concepts, changes in anticipated facility costs, facility timing and land values;
- annual contributions received and expenditure information;
- any other factors likely to affect the delivery of works identified in this Contributions Plan.

Any significant reviews of this Plan must be undertaken in accordance with the *EP&A Act* and *EP&A Regulation* and placed on public exhibition for a period of 28 days. The nature of the proposed changes and reasons for these changes would be clearly outlined as part of the exhibition.

Contributions will be adjusted, taking account of more recent information and, where relevant, the following:

- Consumer Price Index;
- annual changes in land values;
- actual costs of completed works;
- reviewed costs yet to be completed works and land acquisition;
- adjustment in projected project management and contingency costs associated with works; and
- Management and legal costs associated with land acquisition.

This section is distinct from Section 3.7.7 Adjustment to Contribution Rates, which deals with future adjustment of contributions granted in accordance with the contributions plan. Future reviews under Section 3.8 will not affect any consent granted under this contributions plan.

4. Planning Background & Implementation

4.1 Background

Edmondson Park is located in south-western Sydney and was identified in May 2000 as part of the 2,500 hectare Hoxton Park Release Area Corridor. The southern portion was added to the Metropolitan Development Program in December 2001. Edmondson Park straddles the Liverpool and Campbelltown Local Government Areas. Both Councils resolved early to undertake a joint planning process for Edmondson Park.

Edmondson Park has a total area of 796 hectares and is bounded by the M5 motorway to the south and east, Camden Valley Way to the north and Zouch Road to the west. The portion of Edmondson Park (referred to as Edmondson Park (Liverpool)) within the Liverpool Local Government Area (LGA) has a total area of 631 hectares. It is estimated that the area will contain an additional 6,706 dwellings and an additional population of approximately 21,843.

Development in Edmondson Park will generate a wide range of infrastructure needs required to support this new population. This will be required to be funded by the private developers. This contributions plan identifies the infrastructure required to ensure Edmondson Park becomes a healthy and vibrant community. The contributions plan will be applied to applications for development which will or are likely to require the provision of additional or upgraded public facilities or works in order to meet the additional demand brought about by the additional population.

This contributions plan applies to that portion Edmondson Park, which is within the Liverpool LGA.

Background Reports

The Contributions Plan draws upon the above plans and on various specialist reports produced to support the preparation of the LEP and DCP. These include:

Civitas partnership, 2004, Edmondson Park – Background Report.

MJ Davis Report, 2005

Civitas partnership, 2004, Edmondson Park – Background Report.

Clouston Associates, 2003, Edmondson Park – Revised Community Planning Study, Part 2 Open Space and Recreation.

Elton Consulting, 2003, Edmondson Park – Revised Community Planning Study Part 1 Social Infrastructure.

GHD, 2003, Edmondson Park – Master Planning Water Cycle Management: Stormwater.

Hill PDA, 2003, Edmondson Park - An Analysis of the Housing Market 2003.

Maunsell, 2003, Edmondson Park – Transport Study.

URS, 2003, Edmondson Park Infrastructure Planning.

Rider Hunt, 2006, Indicative Budget Estimate

J. Wyndham Prince 2007 Edmondson Park – Section 94 Background

Jackson Teece, 2007, Liverpool DCP 61 - Edmondson Park

The estimated costs of infrastructure construction and land acquisition in the Contributions Plan are based on the above specialist reports and Council's own detailed assessment.

4.2 Demographic Profile and Development Trends

In line with market trends identified in *Edmondson Park: An Analysis of the Housing Market 2003* it is proposed that Edmondson Park would have more sustainable densities than that which has been provided in other Liverpool release areas and a larger portion of medium and higher density residential development. It is also intended to provide for a range of dwelling types and sizes to provide housing choice and meet the diverse needs of the future community.

Dwelling Yield and Mix, Occupancy Rate and Population

A variety of housing densities are proposed for Edmondson Park (Liverpool). These range from lower density detached housing to small lot detached and semi-detached dwellings, to townhouses, terraces and apartments. This is based on the *Edmondson Park: An Analysis of the Housing Market 2003* report which concluded that despite the trend for detached housing (chiefly from family households with children), that there is a substantial and increasing acceptance in the community for other types of housing due to population growth, demographic change and social values. The report concludes that there is a substantial and increasing acceptance of medium density housing evidenced by the increasing amount of medium density housing in Liverpool LGA. There has also been an increase in the number of elderly households and single parent families.

The *Edmondson Park Community Planning Study* was undertaken at the beginning of the planning process for the Edmondson Park. Subsequent to this report refinements to the master plan for the precinct have resulted in a slight reduction in the expected dwelling yield. Council also undertook a re-assessment of the development potential. As part of this re-assessment an allowance was made for existing lots such that the estimated number of dwellings and population are "additional" figures. The Occupancy Rates adopted to arrive at an estimated population are based on the *Edmondson Park Community Planning Study*.

The likely dwelling mix and yield, occupancy rate and population across Edmondson Park (Liverpool) are illustrated below in Table 4.1. The proposed dwelling mix and yield was determined using the minimum densities under *Liverpool LEP 2008* with an allowance for the provision of local streets and existing lots.

Table 4.1: Proposed Dwelling Mix and Yield for Edmondson Park (Liverpool)

Dwellings/ha	Ha	Lot Yield	Occupancy Rate	Total Pop
38	33.96	1,290	2.4	3,097
28	33.1	927	2.4	2,224
21	1.553	33	2.9	96
17	127.167	2,162	2.9	6,269
14	162.93	2,281	3.4	7,755
2	9.61	19	3.4	65
				2,355*
		6,713		21,862

* Additional dwellings in the business zones, including the town centre.

Source: Jackson Teece 2007 Liverpool DCP 61 - Edmondson Park

As outlined in the *Edmondson Park Community Planning Study*, it is expected that the development for Edmondson Park will occur over a 16-year period.

Age and Household Characteristics

As outlined in the *Edmondson Park Community Planning Study*, in the initial years of settlement Edmondson Park will experience a comparable proportion of families with children as experienced for new release areas in southwest Sydney. However, as outlined in the Community Planning Study, a greater range of family types in the more expensive detached dwellings, 'second', homebuyers and younger families/smaller families in the medium density dwellings are predicted. The high proportion of small lots

and attached housing relative to detached dwellings is likely to skew the profile towards first home buyers and young renters compared with the 2001 southwest release areas profile resulting in slightly higher proportion of the population in the 0-4 and 25-34 cohorts.

The Community Planning Study anticipates that the proportions of young childless adults, empty nesters and older people will initially be similar to that usually experienced in new release areas. However given the differing housing stock, will rapidly increase to approximate those in the wider district, once services and public transport becomes established.

Over time, the peaks in age distribution associated with a predominance of young families will reduce and the population would become more diverse. The Community Planning Study forecasts that the proportion of adults with young children would decline as the population ages and the proportion of older children with older parents grows. The proportion of the population aged 55 plus will also increase as the area matures. As illustrated in the *Edmondson Park Community Planning Study* the forecast age distribution as a percentage of population over time is indicated in *Table 4.2*.

Table 4.2: Forecast Age Distribution as a Percentage of Population over time in Edmondson Park

Age Cohort	Within 5 Years of Initial Settlement (%)	10 Years After Settlement (%)	15 Years After Settlement (%)
0-4	12	9	7
5-9	9	10	7
10-14	7	8	9
15-19	6	7	8
20-24	7	7	8
25-34	24	18	15
35-44	18	19	17
45-54	10	10	12
55-64	4	6	8
65+	3	6	9

Source: Edmondson Park Community Planning Study

This demographic forecast and population assumptions have provided an important basis for predicting the public infrastructure provisions and services required to be provided in Edmondson Park.

5. Community Facilities

5.1 Background

The *Edmondson Park Background Report* and *Edmondson Park Community Planning Study* outlined the community facilities required is based on the demographic forecasts discussed in Section 4.

It is expected that a population of the size and nature as described in the last chapter would require a wide range of services and facilities in Edmondson Park. This Contributions Plan outlines the local public facilities to be provided.

5.2 Nexus

The provision of appropriate community facilities is an important requirement to ensuring Edmondson Park is developed appropriately. Liverpool and Campbelltown City Councils have provided a variety of community facilities in the areas surrounding Edmondson Park. These include local level facilities, such as, community centres and childcare and district facilities for services to specific target groups in the community. As outlined in the *Edmondson Park Background Report*, Edmondson Park has no existing local public community facilities.

The capacity of existing services and facilities in adjacent areas to meet some of the needs of the future Edmondson Park population was examined in the *Edmondson Park Community Planning Study*. It was concluded that facilities in the adjoining areas could not be extended to service Edmondson Park as they will be at full capacity and are there to service the eventual local community only.

The *Edmondson Park Community Planning Study* examines what community facilities at a local level would be required to service the new population of Edmondson Park (Liverpool). The Study referred to Liverpool City Council's policy of providing local neighbourhood level services for communities of 8-10,000 people. Based on the application of the Council's planning guidelines, and the expected population and demographics discussed in Chapter 4, Table 5.1 indicates the local public community facilities required to meet the needs of the population expected in Edmondson Park (Liverpool).

Table 5.1: Local Community Facilities

Facility Type	Standard	Number Required
Multi-purpose family and children's centre	1 per 8-10,000 people	1
Multi—purpose community centre	1 per 8-10,000 people	2
Childcare service	1 place per 20 children 0-4 years. This generally equates to a 60-place centre for a population of 8-10,000 people.	2

Source: Edmondson Park: Community Planning Study

A multi-purpose community centre would provide a focal point for the community and base for the community development activities, meeting spaces for community groups and space for community programs and events. These will be located within or adjacent to the main neighbourhood nodes.

A multi-purpose family and children's centre is a facility designed to meet the needs of the forthcoming large number of children and families. It would provide a multi-purpose centre accommodating government funded programs and family related services. The proposed centre would be designed for children's activities with appropriate indoor and outdoor play spaces.

The Childcare Service for children aged 0-4 years would be provided on a multi purpose basis to incorporate long day care or preschool or a mix of services depending on the needs of the population in the local area.

A Community Centre, Branch Library and Youth Centre located in the Edmondson Park Town Centre will serve the whole Edmondson Park area.

The location of the community facilities is based on the following:

- clustered or co-located on a single site to provide opportunities for shared and efficient use of resources;
- located in places where people already have cause to congregate rather than stand alone sites;
- located where there is a high level of safety and security;
- adjacent to open space to take advantage of potential outdoor community events; and
- accessible by public transport and have safe and adequate parking provision.

5.3 Apportionment

The local public community facilities will be required to service the additional population of Edmondson Park (Liverpool) and therefore contributions have been apportioned equally across all new development in Edmondson Park (Liverpool). As corresponding facilities are to be provided in the portion of Edmondson Park within the Campbelltown LGA, no apportionment is necessary for residential development south of Campbelltown Road.

5.4 Works Schedule and Costs

Map of Works and Land Acquisition

Refer to the Infrastructure Map No 15, 16 & 19 for the location of each item in Table 5.2.

Works and Land Acquisition Schedule

Table 5.2 identifies the type of facilities to be provided; estimated Works costs of building the facility and estimated land acquisition costs. The site and building specifications are consistent with the Middleton Grange Release Area. The specifications and costings are provided on the basis that the public facilities would be stand-alone facilities. However opportunities may arise for shared and co-located facilities.

Table 5.2: Community Facilities Works and Land Acquisition Costs

Items	Ref No on Fig 5.1	Site Area (sqm)	Built Area (sqm)	Land Cost	Works
Local Multi Purpose Community Centre and 60 space Child Care Facilities	CP1	2,000	1,300	\$438,000	\$2,258,880
Local Multi Purpose Community Centre and 60 space Child Care Facilities	CP2	2,000	1,300	\$438,000	\$2,258,880
Family and Children's Centre	CP3	3,000	1,500	\$657,000	\$2,293,814
Community Centre	CP4		800		\$635,938
Branch Library	CP5		1,000		\$1,821,429
Youth Centre	CP6	11,160	400	\$2,444,040	\$930,000
Sub Totals					\$10,198,940
Contingency 10%					\$1,019,894
Totals				\$3,977,040	\$11,218,834

Explanatory Notes

1. Site and Built area assumed to be as set out in Elton Consulting Report, Community Planning Study Social Infrastructure Oct 2003
2. Works costs as set out in Elton Report, and are noted as 2002 values, indexed to June 05 Quarter. Works costs based on LCC guidelines for construction.
3. Land acquisition costs based on MJ Davis Report, July 2005. All valuations are subject to quarterly review

5.5 Contributions Formulae

Contribution Formula

Contributions for community facilities are calculated as follows:

$$\text{Contribution rate per Ha} = \frac{\text{C} \times \text{Proportion of population the respective dwelling density group}}{\text{Area in hectares of dwelling density group}}$$

or where land is required to be dedicated in lieu of payment of a contribution for land acquisition

$$\text{Area of land to be dedicated} = \frac{\text{A} \times \text{Proportion of total Population of the respective dwelling density group}}{\text{Area in hectares of the respective dwelling density group}}$$

Where:

C = Cost of works or land identified in the contributions plan.

A = Total area of land identified to be acquired in the contributions plan.

Dwelling density group means the minimum dwelling density as specified by *Liverpool LEP 2008*.

Sample of contribution formula

$$\begin{aligned} &\text{Contribution for the works component of} \\ &\text{community facilities for land in the 14 dwellings} \\ &\text{per hectare minimum density} = \frac{\$11,218,834 \times 35.51\%}{162.93 \text{ Ha}} = \$24,448 \text{ per ha} \end{aligned}$$

Table 5.3: Development Details

Dwellings/ha	Area (ha)	Lot Yield	Pop /dw	Total Pop	% of Pop
38 Dwellings / Ha	33.96	1,290	2.4	3,097	14.18%
28 Dwellings / Ha	33.1	927	2.4	2,224	10.18%
21 Dwellings/Ha	1.553	33	2.9	96	0.44%
17 Dwellings / Ha	127.167	2,162	2.9	6,269	28.61%
14 Dwellings / Ha	162.93	2,281	3.4	7,755	35.51%
2 Dwellings / Ha	9.61	19	3.4	65	0.30%
Non Res in R1 & R3 zones	0.1			5	0.02%
B6 zones	3.02			50	0.23%
B2 zones	17.232			2,300	10.53%
Non Res in B2 zones	7.078				
Totals	395.75	6,713		21,862	100.00%

5.6 Staging of Facilities

Council will build most Community Facilities, as the population threshold for their construction is usually much larger than individual developments. These will be provided as funds become available and as land can be acquired from existing owners.

6. Recreation Facilities

6.1 Background

The *Liverpool LEP 2008*, *Edmondson Park Open Space and Recreation Plan* and *Liverpool DCP 2008* outline the public open space and recreation facilities to be provided. These provisions are based on the demographic forecasts discussed previously and also the recommendations of the Liverpool and Campbelltown Open Space and Recreation Studies. The LEP specifically details the land acquisition requirements in order for these facilities to be provided.

It is expected that a population of the size and nature described previously in this plan would require a wide range of open spaces systems to cater for and support the forecast population.

This Contributions Plan outlines the local public open space and recreation facilities to be provided.

6.2 Nexus

The *Edmondson Park, Open Space and Recreation Plan*, forms the basis for the provision of public open space as specified in the *Liverpool DCP 2008*.

Edmondson Park is located immediately to the south of the suburbs of Prestons and Horningsea Park, of which both areas are undergoing significant residential development. Flowing from Edmondson Park to Prestons is Cabramatta Creek and its associated creek areas. Within Prestons this drainage corridor has also been utilised as open space.

A higher proportion of small lot and attached housing is anticipated, which is likely to attract first home buyers, young renters and elderly members of the community, hence a higher proportion of population in 0-4 years, 25-34 year age and an increase in the over 50s age group is predicted. Recreation requirements for the 0-4 year age group are predominately private garden area (which is familiar, safe and secure) or either communal open space or small parks close to the home. For the 25-34 year age and over 50s age group, involvement in organised sports becomes less important and there is a greater emphasis on family orientated activities and watching sports.

In determining the future open space needs of the community of Edmondson Park, the *Edmondson Park, Open Space and Recreation Plan* has taken account of the anticipated demographic population profile examined by the *Community Planning Study* and input from Council. The *Edmondson Park Open Space and Recreation Plan* identifies a number of key issues:

- there is considerable recreation demand in south-western Sydney particularly for active recreation facilities to cater to the needs of young residents;
- there is a need to ensure that the open space and recreation facilities are of a high quality;
- there is a need to provide a significant quantum of open space facilities across a range of passive and active recreation;
- small pocket parks require high maintenance and hence are not favoured by Council; and
- competition grade sporting fields should in general not be located on flood liable land.

The amount of open space required to cater to the needs of the population expected in Edmondson Park (Liverpool) was determined and presented in *Table 6.1*.

Table 6.1: Recreation requirements for Edmondson Park

Open Space Type	Level	Description of Open Space	Open Space (ha) in Edmondson Park (Liverpool & Campbelltown LGAs)
District Park	1	Centrally located and adjacent to the town centre. Incorporates recreation, community and conservation areas.	10
Active Recreation Park and Neighbourhood Park	2	Neighbourhood focus and includes active and passive recreational uses.	10
Passive Park	3	Locally focussed within the creek areas	83
Conservation Area		Significant remnant vegetation, which would be retained. To be owned and managed by National Parks and Wildlife Service.	56
Total			159

The *Edmondson Park, Open Space and Recreation Plan* recommended an amount of 103 ha of local open space to serve an estimated additional population of 26,350. This equated to 3.9 ha per 1,000 people. Following a refinement to the master plan and population estimates for Edmondson Park (Liverpool) an amount of 52.48 ha of open space for an additional population of 21,843 was determined. This equates to 2.4 ha per 1,000 people. Such a reduction is considered reasonable given the extent of bushland elsewhere in the precinct.

The *Edmondson Park, Open Space and Recreation Plan* recommends (indicated in Table 6.1) three levels of open space and a conservation zone to service the recreation and open space needs of the future community. These three levels of public open space are:

District Park Level 1

Level 1 is located adjacent to the town centre and would perform civic functions, while also including competition grade sports fields and gardens serving the local area and beyond. It would also contain areas for passive recreation.

Neighbourhood Park Level 2

Level 2 parks would be destination parks and would have a more neighbourhood focus, serving the local community. They may also include competition grade fields, walking paths and other passive recreational activities.

Passive Parks Level 3

Level 3 parks would be located within creek areas and asset protection zones adjacent to bushland. These areas would be used for passive recreation, such as picnics and walking and would have a local focus. They also provide a stormwater drainage function.

Conservation Areas

These areas have been determined to have significant remnant vegetation, which is to be retained. These areas are not the subjects of contributions. The provision of public open space will provide an environmental amenity that can be utilised to promote the increase residential densities and/or dwelling types.

6.3 Apportionment

The public open space and recreational facilities will be required to service the additional population of Edmondson Park (Liverpool) and therefore contributions have been apportioned equally across all new development in Edmondson Park (Liverpool). As corresponding facilities are to be provided in the portion

of Edmondson Park within the Campbelltown LGA, no apportionment is necessary for residential development south of Campbelltown Road.

6.4 Works Schedule and Costs

Map of Works and Land Acquisition

Refer to Infrastructure Map No 15, 17, 18, & 19 for the location of each item in Table 6.2.

Works and Land Acquisition Schedule

Table 6.2 identifies the proposed location of the public open space system, the Works cost of providing the open space, land acquisition costs and total costs. The site specifications and localities are consistent with the *Edmondson Park Open Space and Recreation Plan* and *Liverpool DCP 2008*. The required open space treatments are detailed in the *Liverpool DCP 2008*.

Table 6.2: Recreational Facilities Works and Land Acquisition Costs

Land Cost / Sqm		\$140	\$113	\$40				
		Land Areas in Ha						
	Items	Above 1% flood	Between 5% & 1% floods	Below 5% Flood	Area	Works Unit Cost (per Ha)	Land	Works
(1)	Cabramatta Creek west arm							
	Passive Area	0.5	0.19	2.58	3.27	\$130,750	\$1,946,700	\$427,553
(2)	Cabramatta Creek							
	Passive Area	0.47	1.08	5.54	7.09	\$130,750	\$4,094,400	\$927,018
	Children play area							\$51,500
(3)	Cabramatta Creek							
	Passive Area	0.32	0.47	2.21	3.00	\$130,750	\$1,863,100	\$392,250
(4)	Cabramatta Creek							
	Passive Area	0.12	0.04	0.91	1.07	\$130,750	\$577,200	\$139,903
(5)	Cabramatta Creek							
	Passive Area	0.08	0.05	0.67	0.80	\$130,750	\$436,500	\$104,600
(A)	Land under Road							
RCC1	Culvert	0.04	0.05	0.1	0.19		\$152,500	
(B)	Land under Road							
RCC2	Culvert	0	0	0.16	0.16		\$64,000	
	Basin Wall			0.36	0.36		\$144,000	\$1,300,000
	Additional Cost for Dam Safety							\$1,800,000
(C)	Land under Road							
RCC3	Culvert	0	0	0.14	0.14		\$56,000	
	Sub Total						\$9,334,400	\$5,142,823
(6)	Maxwells Creek							
	Passive Area	0.39	0.37	1.3	2.06	\$280,550	\$1,484,100	\$577,933
	Children play area							\$51,500
(7)	Maxwells Creek							
	Passive Area	0.07	0.2	1.71	1.98	\$280,550	\$1,008,000	\$555,489
(8)	Maxwells Creek							
	Passive Area	0.87	0.26	1.91	3.04	\$280,550	\$2,275,800	\$852,872
	Children play area							\$51,500

Land Cost / Sqm		\$140	\$113	\$40				
		Land Areas in Ha						
	Items	Above 1% flood	Between 5% & 1% floods	Below 5% Flood	Area	Works Unit Cost (per Ha)	Land	Works
(9)	Maxwells Creek							
	Passive Area	0.22	0.04	1.1	1.36	\$280,550	\$793,200	\$381,548
(E)	Land under Road							
RCC7	Culvert	0	0.08	0.16	0.24		\$154,400	
(F)	Land under Road							
RCC5	Culvert	0.05	0	0.15	0.20		\$130,000	
(G)	Land under Road							
RCC6	Culvert	0	0.05	0.19	0.24		\$132,500	
	Sub Total						\$5,978,000	\$2,470,842
(10)	Maxwell Tributary North							
	Passive Area	0.99	0	0	0.99	\$130,750	\$1,386,000	\$129,443
(11)	Maxwell Tributary North							
	Passive Area	1.39	0.12	2.98	4.49	\$130,750	\$3,273,600	\$587,068
	Children play area x 2							\$103,000
(D)	Land under Road							
RCC4	Culvert	0.02	0	0.1	0.12		\$68,000	
	Sub Total						\$4,727,600	\$819,510
(OS1)	Open Space							
	Western side Playing Field/Active area	1.85	0.67	1.75	4.27	\$723,217	\$4,047,100	\$3,088,135
	Children play area							\$51,500
(OS2)	Open Space							
	Passive area	0.99	0	0	0.99	\$280,550	\$1,386,000	\$277,745
	Children play area							\$51,500
(OS3)	Open Space							
	Passive area	0.26	0	0.4	0.66	\$280,550	\$524,000	\$185,163
	Children play area							\$51,500
(OS4)	Open Space							
	Passive area	0.75	0	0	0.75	\$280,550	\$1,050,000	\$210,413
	Children play area							\$51,500
(OS5)	Open Space							
	Eastern side Playing Field/Active area	3.63	0	0	3.63	\$723,217	\$5,082,000	\$2,625,277
	Children play area							\$51,500
(OS6)	Open Space							
	Passive area	1.72	0	0	1.72	\$280,550	\$2,408,000	\$482,546
(OS7)	Open Space							
	Active area	5.08	0	0	5.08	\$723,217	\$7,112,000	\$3,673,941
	Children play area							\$51,500
(OS8)	Open Space							

Land Cost / Sqm		\$140	\$113	\$40			
Land Areas in Ha							
Items	Above 1% flood	Between 5% & 1% floods	Below 5% Flood	Area	Works Unit Cost (per Ha)	Land	Works
Active area	4.58	0	0	4.58	\$723,217	\$6,412,000	\$3,312,332
Sub Total						\$28,021,100	\$14,164,551
9% Design Cost							\$2,033,795
10% Contingencies							\$3,051,365
Total				52.48		\$48,061,100	\$27,682,885

6.5 Contributions Formulae

Contribution formula

Contributions for recreation facilities are calculated as follows:

$$\text{Contribution rate per Ha} = \frac{\text{C} \times \text{Proportion of population in dwelling density group}}{\text{Area in hectares of dwelling density group}}$$

or where land is required to be dedicated in lieu of payment of a contribution for land acquisition

$$\text{Area of land to be dedicated} = \frac{\text{A x Proportion of total Population of the respective dwelling density group}}{\text{Area in hectares of the respective dwelling density group}}$$

Where:

C = Cost of works or land identified in the contributions plan.

A = Total area of land identified to be acquired in the contributions plan.

Dwelling density group means the minimum dwelling density as specified by *Liverpool LEP 2008*.

Sample of contribution formula

Contribution for the works component of recreation facilities for land in the 14 dwellings per hectare minimum density = $\frac{\$27,682,885 \times 35.51\%}{162.93 \text{ Ha}}$ = 60,326 per ha

Table 6.3: Development Details

Dwellings/ha	Total	Lot Yield	Pop /dw	Total Pop	% of Pop
38 Dwellings / Ha	33.96	1,290	2.4	3,097	14.18%
28 Dwellings / Ha	33.1	927	2.4	2,224	10.18%
21 Dwellings / Ha	1.553	33	2.9	96	0.44%
17 Dwellings / Ha	127.167	2,162	2.9	6,269	28.61%
14 Dwellings / Ha	162.93	2,281	3.4	7,755	35.51%
2 Dwellings / Ha	9.61	19	3.4	65	0.30%
Non Res in R1 & R3 zones	0.1			5	0.02%
B6 zones	3.02			50	0.23%
B2 zones	17.232			2,300	10.53%
Non Res in B2 zones	7.078				
Totals	395.75	6,713		21,862	100.00%

6.6 Staging of Facilities

Some small parks and recreation facilities are likely to be provided as works in kind by developers and as such are provided at the beginning of a development. Council will build larger recreation facilities such as playing fields as the population threshold for their construction is usually much larger than individual developments. These will be provided as funds become available and as land can be acquired from existing owners.

7. Transport and Access Facilities

7.1 Background

The *Edmondson Park Transport Study (Transport Management and Accessibility Plan)* identifies the transport measures which would be required to service and link the future community of Edmondson Park (Liverpool). The ultimate road and transport network was generated by an integrated design process focused on access and servicing considerations to ensure a high quality public domain and pedestrian accessibility. Accessibility and circulation are central to the efficient functioning of the town centre, the villages and surrounding neighbourhoods and the specific design principles underpinning the plan for Edmondson Park (Liverpool). The *Liverpool DCP 2008* outlines the key objectives for access. This includes:

- to integrate public transport opportunities into the planning process;
- to ensure vehicular, pedestrian and cycle ways link efficiently within and between residential areas, employment areas and civic and cultural facilities; and
- to accommodate people with disabilities throughout Edmondson Park.

The *Liverpool DCP 2008* outlines the required regional traffic connections, local street network, cycle way and bus priority corridor to be delivered.

7.2 Nexus

The *Liverpool DCP 2008* proposes a network and hierarchy of roads that link the various areas of Edmondson Park with the surrounding urban areas (and their networks). The *Liverpool DCP 2008* provides a cross section of the various street types (for example, neighbourhood connectors, town centre secondary streets, typical residential streets) illustrating the level of design detail required. The street cross section designs are based on the various objectives and functions of the street and the relationship with the building forms proposed in Edmondson Park (that is, reflective of density, height, and role of the street).

The location of the train line and the link to the Parramatta to Liverpool Bus Transit Way provide the opportunity to increase the access of Edmondson Park through a public transport system with feeder buses.

A cycle and pedestrian network outlined in the *Liverpool DCP 2008* link the residential areas, villages and town centre and assists to reduce the reliance on the private vehicle.

The *Liverpool DCP 2008* outlines the key strategies for road and transport provision:

Road Network

Two main streets link the town centre with Camden Valley Way. The extension of Bernera Road along a realigned Croatia Avenue will provide the main transport access and will have a bus priority corridor that links with the proposed train station interchange. Bardia Avenue a diagonal northwest spine road links to the western end of Edmondson Park. This road becomes the main street into the town centre.

To the north of the site a secondary system of east-west street link Camden Way with the ridge top neighbourhood centres and the town centre. In addition, a secondary east west link connects the gully neighbourhood centres and the hilltop active recreation areas. Asset protection streets follow the boundary of the conservation areas.

In the southern area of the town centre a system of secondary streets is formed by parallel streets located 200 m from the main street.

Intersections

Five signalised intersections with right in and right out turns are provided along Camden Valley Way.

Fixed Roads

Fixed roads are identified in the *Liverpool DCP 2008* and are those roads identified as essential to link the town centre with the northern and southern areas of Edmondson Park. Future development must ensure that these linkages are provided and consistent with the cross sections and treatments provided in the *Liverpool DCP 2008*.

Bus Priority Corridor

The Bus Priority Corridor (along with the proposed train station) will provide an opportunity to integrate public transport into the residential development. Bus stops will be located where there is a concentration of retail, commercial, medium density development, schools and community centres. It is proposed to link two feeder bus routes from the residential areas to the proposed train station (one at the eastern part of Edmondson Park and the other at the north of Edmondson Park).

7.3 Apportionment

The local road network (fixed) and bus priority corridor will be required to service the additional population of Edmondson Park (Liverpool) and therefore contributions have been apportioned equally across all new development in Edmondson Park (Liverpool).

There is no apportionment for road works within Campbelltown LGA as all road works will be provided separately by each Council.

7.4 Works Schedule and Costs

Map of Works and Land Acquisition

Refer to Infrastructure Map No 15, 17, 18 & 19 for the location of each item in Table 7.2.

Works and Land Acquisition Schedule

Table 7.2 identifies the fixed local road network and bus priority corridor to be funded through the Contributions Plan, which is in addition to that which will be provided and funded through other means such as, the State Levy and possible Planning Agreements (for regional level facilities and non traditional measures such as workplace travel plans).

The location and level of treatment is clearly specified in the *Liverpool DCP 2008*.

Composition of the works and land component

The composition of works and land component for streets fronting a public facility is identified in Table 7.1.

Table 7.1 Composition of the works and land component

Item	Land component		Works component	
Bus Priority Corridor (junction with CVW)	(35.4 - 15) =	20.4 m	(26.4 - 7.2) =	19.2 m
Bus Priority Corridor (1 park frontage)	(28.4 - 7.5) =	20.9 m	(19.4 - 3.6) =	15.8 m
Bus Priority Corridor (2 park frontages)	(28.4 - 0) =	28.4 m	(19.4 - 0) =	19.4 m
Bus Priority Corridor	(28.4 - 15) =	13.4 m	(19.4 - 7.2) =	12.2 m
Neighbourhood Connector	(19 - 15) =	4 m	(11 - 7.2) =	3.8 m
Neighbourhood Connector (facility on one frontage)	(19 - 7.5) =	11.5 m	(11 - 3.6) =	7.4 m
Neighbourhood Connector (facility on both frontages)	(19 - 0) =	19 m	(11 - 0) =	11 m
Local Street (7.2 m width)	(15 - 15) =	0 m	(7.2 - 7.2) =	0 m
Local Streets (facility on one frontage)	(15 - 7.5) =	7.5 m	(7.2 - 5.5) =	1.7 m
Local Street Park (facility on both frontages)	(15 - 0) =	15 m	(7.2 - 0) =	7.2 m
Park Street	(20.4 - 15) =	5.4 m	(11 - 7.2) =	3.8 m
Park Street (facility on one frontage)	(20.4 - 7.5) =	12.9 m	(11 - 1.7) =	9.3 m
Main Town Centre Street	(27.4 - 15) =	12.4 m	(15.6 - 7.2) =	8.4 m
Main Town Centre Street (park frontage)	(27.4 - 7.5) =	19.9 m	(15.6 - 3.6) =	12 m
Main Town Centre Street (junction with Campbelltown Rd)	(36.2 - 15) =	21.2 m	(24.4 - 7.2) =	17.2 m
Secondary Town Centre	(23.4 - 15) =	15.9 m	(14.6 - 7.2) =	7.4 m
Secondary Town Centre (facility on one frontage)	(23.4 - 7.5) =	8.4 m	(14.6 - 3.6) =	11 m
Asset Protection (bushland frontage)	(22 - 7.5) =	14.5 m	(6 - 1.7) =	4.3 m
Asset Protection (bushland frontage School)	(22 - 0) =	22 m	(6 - 0) =	6 m

Table 7.2: Transport and Access Facilities Works and Land Acquisition Costs

Ref	Items	Length / No. of items m	Street width m	Pavement width m	Works Unit Cost \$/m	Total Land Cost (\$140 / sqm) \$	Total Works Cost \$
RC2	Neighbourhood Connector	705	4.0	4	\$320	\$394,800	\$225,733
RC3	Neighbourhood Connector	323	11.5	4	\$704	\$520,030	\$227,238
RLR5a	Local (park frontage)	692	7.5	1.7	\$194	\$726,600	\$134,309
RLR5b	Local (park frontage)	85	7.5	1.7	\$194	\$89,250	\$16,498
RMN6	Main Neighbourhood	688	16.1	8.4	\$708	\$1,550,752	\$486,955
RMN7	Main Neighbourhood	944	16.1	8.4	\$708	\$2,127,776	\$668,148
RMN8	Main Neighbourhood (park frontage)	56	16.1	12.0	\$1,091	\$126,224	\$61,103
RMN9	Main Neighbourhood	687	16.1	8.4	\$708	\$1,548,498	\$486,248
RBC10	Bus Priority Corridor	1236	13.4	12.2	\$1,449	\$2,318,736	\$1,791,450
RBC10a	Bus Priority Corridor (CVW Intersection)	30	20.4	19.2	\$2,189	\$85,680	\$65,676
RBC10b	Main Town Centre Street (Campbelltown Rd Intersection)	60	21.2	17.2	\$1,978	\$178,080	\$118,670
RBC10c	Bus Priority Corridor	60	13.4	12.2	\$1,449	\$112,560	\$86,964
RC11	Neighbourhood Connector (rail frontage)	70	11.5	11.0	\$779	\$112,700	\$54,497
RC12	Neighbourhood Connector (park frontage)	499	11.5	11.0	\$704	\$803,390	\$351,058
RC13	Neighbourhood Connector (park frontage)	578	11.5	7.4	\$704	\$930,580	\$406,637
RAP14a	Neighbourhood Connector (bushland frontage APZ)	700	14.5	4.3	\$442	\$1,421,000	\$309,623
RAP14b	Neighbourhood Connector (park frontage)	60	22.0	6.0	\$816	\$184,800	\$48,934
RC17a	Neighbourhood Connector (park frontage)	257	11.5	7.4	\$704	\$413,770	\$180,806
RC17b	Neighbourhood Connector	366	4.0	3.8	\$320	\$204,960	\$117,189
RLR18a	Local (park frontage)	142	7.5	1.7	\$194	\$149,100	\$27,561
RLR18b	Local (school frontage)	237	7.5	1.7	\$269	\$248,850	\$63,774
RLR19	Local (school / park frontage)	100	15.0	7.2	\$793	\$210,000	\$79,320
RPS20	Local (park frontage)	180	7.5	1.7	\$194	\$189,000	\$34,936
RLR21	Local (park frontage)	70	7.5	1.7	\$194	\$73,500	\$13,586
RC22a	Neighbourhood Connector (park frontage)	25	11.5	7.4	\$704	\$40,250	\$17,588
RC22b	Neighbourhood Connector (park frontage both sides)	50	19.0	11.0	\$1,007	\$133,000	\$50,343
RC22c	Neighbourhood Connector (park frontage)	25	11.5	7.4	\$704	\$40,250	\$17,588
RLR23	Local (park frontage)	303	7.5	1.7	\$194	\$318,150	\$58,809
RLR24	Local (park frontage)	64	7.5	1.7	\$194	\$67,200	\$12,422
RLR25	Local (park frontage)	269	7.5	1.7	\$194	\$282,450	\$52,210
RLR26	Local (park frontage)	303	7.5	1.7	\$194	\$318,150	\$58,809

Ref	Items	Length / No. of items m	Street width m	Pavement width m	Works Unit Cost \$/m	Total Land Cost (\$140 / sqm) \$	Total Works Cost \$
RLR27	Local (park frontage)	267	7.5	1.7	\$194	\$280,350	\$51,822
RLR28	Local (park frontage)	148	7.5	1.7	\$194	\$155,400	\$28,725
RLR30	Local (park frontage)	540	7.5	1.7	\$194	\$567,000	\$104,808
RLR31	Local (park frontage)	303	7.5	1.7	\$194	\$318,150	\$58,809
RLR32	Local (park frontage)	572	7.5	1.7	\$194	\$600,600	\$111,019
RLR33	Local (park frontage)	72	7.5	1.7	\$194	\$75,600	\$13,974
RLR34	Local (park frontage)	374	7.5	1.7	\$194	\$392,700	\$72,589
RLR35a	Local (park frontage)	184	7.5	1.7	\$194	\$193,200	\$35,712
RLR35b	Park Street (park frontage / bus route)	76	12.9	0.0	\$939	\$137,256	\$71,335
RLR35c	Park Street (school frontage / bus route)	192	12.9	9.3	\$939	\$346,752	\$180,215
RPS34	Local (school / park frontage)	175	15.0	7.2	\$793	\$367,500	\$138,810
RC36	Main St Town Centre (park frontage)	118	19.9	12.0	\$1,348	\$328,748	\$159,094
RC37	Main St Town Centre (park frontage)	707	19.9	12.0	\$1,348	\$1,969,702	\$953,217
RTC38	Main St Town Centre (park frontage / community centre)	227	19.9	12.0	\$1,348	\$632,422	\$306,054
RAP41	Neighbourhood Connector (bushland frontage APZ)	221	14.5	4.3	\$442	\$448,630	\$97,752
RAP42a	Neighbourhood Connector (bushland frontage APZ / School)	346	22.0	6.0	\$816	\$1,065,680	\$282,184
RAP42b	Neighbourhood Connector (bushland frontage APZ)	220	14.5	4.3	\$442	\$446,600	\$97,310
RLR43a	Local (park frontage both sides)	279	15.0	7.2	\$643	\$585,900	\$179,451
RLR43b	Local (park frontage)	380.4	7.5	1.7	\$194	\$399,420	\$73,831
RTC44	Main St Town Centre (school frontage)	202.7	19.9	12.0	\$1,348	\$564,722	\$273,291
RLR45	Main St Town Centre (park frontage)	410	19.9	12.0	\$1,348	\$1,142,260	\$552,785
RAP46	Main St Town Centre (bushland frontage APZ)	155	14.5	12.0	\$1,348	\$314,650	\$208,980
RBC51	Main St Town Centre	753	13.4	12.2	\$1,449	\$1,412,628	\$1,091,393
RLR52a	Local (bushland frontage APZ)	506	14.5	4.3	\$442	\$1,027,180	\$223,813
RLR52b	Local (bushland frontage APZ)	500	14.5	4.3	\$442	\$1,015,000	\$221,159
RAP54	Neighbourhood Connector (school frontage)	207	11.5	7.4	\$779		
RC55	Neighbourhood Connector (school frontage)	72	11.5	7.4	\$779	\$115,920	\$56,054
RCCA	Horningsea Park Dr Culvert		15.0				\$396,500

Ref	Items	Length / No. of items m	Street width m	Pavement width m	Works Unit Cost \$/m	Total Land Cost (\$140 / sqm) \$	Total Works Cost \$
RCCB	Neighbourhood Connector Culvert		15.0				\$100,000
RCCC	Neighbourhood Connector Culvert		15.0				\$395,300
RCCD	Bus Corridor Culvert		36.0				\$487,700
RCCE	Bus Corridor Culvert		36.0				\$1,154,200
RCCF	Neighbourhood Connector Culvert		15.0				\$758,200
RCCG	Neighbourhood Connector Culvert		15.0				\$695,600
RCB90	Rail Pedestrian Bridge	60	5.0		\$1,000		\$300,000
RCB91	Neighbourhood Connector (rail bridge)	60	19.0		\$1,700		\$1,938,000
RCB92	Main St Town Centre (rail bridge)	60	27.4		\$1,700		\$2,794,800
RCB93	Neighbourhood Connector (rail bridge)	60	19.0		\$1,700		\$1,938,000
	Contingency						\$2,292,717
	Share of CVW traffic facilities						\$500,000
	Sub Total					\$30,824,056	\$25,719,882
	Bus Stops / shelters	6			\$13,575		\$81,450
	Bus Stops / seats	33			\$1,000		\$33,000
RTP100	Asset Protection Ethane Pipeline (Horningssea Park Rd)	20			\$5,000		\$100,000
RTP101	Asset Protection Ethane Pipeline (Corfield Rd)	20			\$5,000		\$100,000
RTP102	Asset Protection Ethane Pipeline (Ash Rd)	20			\$5,000		\$100,000
RTP103	Asset Protection Ethane Pipeline (Croatia Ave)	20			\$5,000		\$100,000
RTP104	Asset Protection Ethane Pipeline (Rynan Ave)	20			\$5,000		\$100,000
RTCS109	Signals	1			\$350,000		\$350,000
RTCS110	Signals	1			\$350,000		\$350,000
RTCS111	Signals	1			\$350,000		\$350,000
RTCS112	Signals	1			\$350,000		\$350,000
RTCS113	Signals	1			\$175,000		\$175,000
RTCS114	Signals	1			\$175,000		\$175,000
RRB115	Roundabout	1	400		\$150,000	\$56,000	\$150,000
RRB116	Roundabout	1	400		\$150,000	\$56,000	\$150,000
	Contingency						\$266,445
	Sub Total					\$112,000	\$2,930,895
	Total					\$30,936,056	\$28,650,777

7.5 Contributions Formulae

Contributions Formula

Contributions for traffic facilities are calculated as follows:

$$\text{Contribution rate per Ha} = \frac{\text{C} \times \text{Proportion of population the respective dwelling density group}}{\text{Area in hectares of dwelling density group}}$$

or where land is required to be dedicated in lieu of payment of a contribution for land acquisition

$$\text{Area of land to be dedicated} = \frac{\text{A} \times \text{Proportion of total Population of the respective dwelling density group}}{\text{Area in hectares of the respective dwelling density group}}$$

Where,

C = Cost of works or land identified in the contributions plan.

A = Total area of land identified to be acquired in the contributions plan.

Dwelling density group means the minimum dwelling density as specified by *Liverpool LEP 2008*.

Proportion of population and Area in hectares of respective dwelling density groups are as follows:

Table 7.3: Development Details

Dwellings/ha	Total	Lot Yield	Pop /dw	Total Pop	% of Pop
38 Dwellings / Ha	33.96	1,290	2.4	3,097	14.18%
28 Dwellings / Ha	33.1	927	2.4	2,224	10.18%
21 Dwellings / Ha	1.553	33	2.9	96	0.44%
17 Dwellings / Ha	127.167	2,162	2.9	6,269	28.61%
14 Dwellings / Ha	162.93	2,281	3.4	7,755	35.51%
2 Dwellings / Ha	9.61	19	3.4	65	0.30%
Non Res in R1 & R3 zones	0.1			5	0.02%
B6 zones	3.02			50	0.23%
B2 zones	17.232			2,300	10.53%
Non Res in B2 zones	7.078				
Totals	395.75	6,713		21,862	100.00%

Sample of contribution formula

Contribution for the works component of traffic facilities for land in the 14 dwellings per hectare minimum density =

$$\frac{\$28,650,777 \times 35.51\%}{162.93 \text{ Ha}} = \$62,435$$

7.6 Staging of Facilities

Most transport facilities are expected to be provided as works in kind by developers. The timing of these will depend on where development takes place. Certain higher order facilities may be provided by Council and these will be provided as funds become available and as land can be acquired from existing owners.

8. Stormwater Management

8.1 Background

The *Edmondson Park Water Cycle Management: Stormwater* identifies the stormwater management measured required to service the future population of the Edmondson Park.

Three Creeks and their tributaries dissect Edmondson Park and drain in a northerly direction, discharging under the Camden Valley Way. The southern corner drains in a southerly direction to Bunbury Curran Creek. The *Edmondson Park Water Cycle Management: Stormwater* report recognises that the hydrological catchment areas are larger than Edmondson Park, resulting in runoff entering the site at the upstream site boundaries and discharging through the site.

The *Edmondson Park Water Cycle Management: Stormwater* report undertook hydrological simulations for 20, 50 and 100 year average recurrence intervals. The report identified the guiding principles for future drainage management in broad terms which are aimed at retaining as much stormwater as possible to minimise impacts on receiving waters by losing stormwater along the transport chain, thereby minimising transportation of gross and sediment borne pollutants.

8.2 Nexus

The *Edmondson Park Water Cycle Management: Stormwater* report details the approach to be taken for stormwater management in Edmondson Park. The report identifies works needed and these have been incorporated into the design framework for Edmondson Park (Liverpool) and detailed in the *Liverpool DCP 2008*. The aim of the stormwater quantity and quality management is to reduce the impact of rapid stormwater conveyance to streams and wetlands, remove pollutants to improve water quality, retain habitats, conserve water and integrate landscape and recreational opportunities. These aims clearly form the basis of the stormwater quality and quantity management objectives outlined in the *Liverpool DCP 2008*.

The stormwater management system includes:

- flood management through provision of five extended detention wet/dry basins, to be located offline where possible and drainage corridors/easement/bio engineered;
- flow attenuation through retarding basins, lakes/ponds, wetlands, rehabilitated creeks, vegetated swales, buffer strips and water re-use schemes;
- flow volume reduction through water re-use and other techniques such as rainwater tanks; and
- water quality management through wetlands, extended detention wet/dry basins and primary/secondary stormwater treatment processes including sediment, litter, nutrient and bacteria treatment.

8.3 Apportionment

There is no apportionment for drainage for areas upstream in Denham Court as the proposed drainage works are only intended to mitigate the impact of development in Edmondson Park (Liverpool). There is no development outside of the precinct in Denham Court expected to take place which requires the provision of the proposed drainage. There is no apportionment for drainage within Campbelltown LGA as all drainage works will be provided separately by each Council.

8.4 Works Schedule and Costs

Map of Works and Land Acquisition

Refer to Infrastructure Map No 15 & 19 for the location of each item in Table 8.1.

Works and Land Acquisition Schedule

Table 8.1 identifies the drainage elements required and associated costs. The detailed works and costings are provided in the *Edmondson Park Water Management: Stormwater* report and from additional background work undertaken by Liverpool City Council.

Table 8.1: Stormwater Management Facilities Works and Land Acquisition Costs

Land Cost / Sqm		\$140	\$113	\$40				
		Land Areas in Ha						
	Items	Above 1% flood	Between 5% & 1% floods	Below 5% Flood	Area	Land	Works	GPT Works cost
	Western Arm Cabramatta Creek							
1	Raingarden	0	0	0.22	0.22	\$88,000	\$113,820	\$45,000
	Western Arm Cabramatta Creek							
2	Raingarden	0	0.01	0.63	0.64	\$263,300	\$528,640	\$180,000
	Cabramatta Creek							
3	Raingarden	0.05	0	0.09	0.14	\$106,000	\$134,120	\$45,000
	Within Open Space OS1							
4	Raingarden						\$988,120	\$240,000
	Maxwells Creek							
5	Raingarden						\$301,560	\$84,000
	Cabramatta Creek							
6	Raingarden	0.21	0.04	0.23	0.48	\$431,200	\$467,600	\$240,000
	Maxwell Tributary North							
7	Raingarden						\$1,008,560	\$240,000
	Maxwell Tributary North							
8	Raingarden						\$737,240	\$240,000
	Maxwells Creek							
9	Raingarden	0.17	0.04	0.62	0.83	\$531,200	\$685,580	\$180,000
	Maxwells Creek							
10	Raingarden	0.21	0	0	0.21	\$294,000	\$157,080	\$56,000
	Within Open Space OS5							
11	Raingarden						\$108,080	\$45,000
	Maxwell Tributary North							
12	Raingarden						\$443,520	\$12,000
	Maxwells Creek							
13	Raingarden						\$252,000	\$66,500
	Maxwells Creek							
14	Raingarden						\$490,000	\$120,000
	Maxwell Tributary North							
	Detention basin weir/culvert						\$1,500,000	
	Sub Total					\$1,713,700	\$7,915,920	\$1,793,500
9%	Design Cost						\$712,433	\$161,415
10%	Contingencies						\$791,592	\$179,350
							\$9,419,945	\$2,134,265
	Total					\$1,713,700	\$11,554,210	

8.5 Contributions Formulae

Contribution Formula

Contributions for water basins are calculated as follows:

$$\text{Contribution rate per hectare (\$)} = \frac{\text{C x Proportion of total Runoff of the respective dwelling density group}}{\text{Area in hectares of the respective dwelling density group}}$$

or where land is required to be dedicated in lieu of payment of a contributions for land acquisition

$$\text{Area of land to be dedicated (Ha)} = \frac{\text{A x Proportion of total Runoff of the respective dwelling density group}}{\text{Area in hectares of the respective dwelling density group}}$$

Where:

C = Cost of works or land identified in the contributions plan.

A = Total area of land identified to be acquired in the contributions plan.

Dwelling density group means the minimum dwelling density as specified by *Liverpool LEP 2008*.

Table 8.2 gives the relative impacts of alternative types of development on runoff generation.

Table 8.2: Development Details

Dwellings/ha	Total	Lot Yield	Run-off Coeffs	% of Runoff
38 Dwellings / Ha	33.96	1,290	0.95	11.25%
28 Dwellings / Ha	33.1	927	0.95	10.97%
17 Dwellings / Ha & 21 Dwellings / Ha	128.72	2,195	0.7	31.43%
14 Dwellings / Ha	162.93	2,281	0.65	36.95%
2 Dwellings / Ha	9.61	19	0.09	0.31%
Non Res in R1 & R3 zones	0.1		0.8	0.03%
B6 zones	3.02		0.95	1.00%
B2 zones	17.232		0.95	5.71%
Non Res in B2 zones	7.078		0.95	2.35%
Totals	395.75	6,706	286.65	100.00%

Sample of contribution formula

Contribution (per ha) for the works component of drainage facilities for land in the 14 dwellings per hectare minimum density =

$$\frac{\$11,554,210 \times 36.95\%}{162.93} = \$26,200$$

8.6 Staging of Facilities

Some drainage facilities are expected to be provided as works in kind by developers. The timing of these will depend on where development takes place. Much of the drainage is expected to be provided by Council and these will be provided as funds become available and as land can be acquired from existing owners.

9. Plan Management

9.1 Background

Liverpool City Council requires a contribution to manage and administer this Contributions Plan given the significant costs associated with managing development and funds of this magnitude. Council considers that the cost involved with administering a Contributions Plan are an integral and essential component of the efficient provision of facilities generated by the incoming population of Edmondson Park. It is reasonable that the costs associated with managing and reviewing the Contributions Plan be recouped from development contributions. Costs associated with ongoing administration and management of the Contributions Plan will be levied on all applications

9.2 Nexus

Implementation of this plan will require ongoing administration. A contribution is required for the costs associated with administration, such as:

- preparing this Contributions Plan;
- executing legal documents for works-in-kind agreements;
- ongoing land valuations, to review this Contribution Plan depending on movements in the property market; and
- research and investigation to amend or modify parts of this Contributions Plan

The administration of contributions funds carries significant associated costs. Professional officers within Council are required to prepare, review and implement the Contributions Plan throughout its life. They are assisted by a team which provides support in coordinating the process, preparing status reports, reviewing relevant data, and liaising with other Council staff, external consultants and other external authorities.

In accordance, with the requirements of the *NSW Department of Planning*, the administration costs contributed under this Contributions Plan consists only of the expenses for personnel directly involved in the preparation and administration of this Contributions Plan. It is considered appropriate that a pool of funds be available to meet these costs. These costs are indicated in Table 9.1.

In addition, any specialist reports prepared to determine the infrastructure requirements and costing for Edmondson Park (Liverpool) will also be recouped through this Contributions Plan. These costs are indicated in Table 9.2.

In addition, any specialist reports prepared to determine the infrastructure requirements and costing for Edmondson Park (Liverpool) will also be recouped through this Contributions Plan. The specialist reports that have been included in the Contributions Plan are also shown in Table 9.2.

9.3 Apportionment

The proportion of the cost of the above studies is apportioned between Liverpool and Campbelltown City Councils on the basis of the council's proportion of development in the overall Edmondson Park Precinct.

9.4 Costs

The estimated costs associated with plan preparation and implementing this Contributions Plan and also for professional service fees are shown in Tables 9.1 and 9.2. These will be reviewed and adjusted on an annual basis.

Table 9.1: Professional Services

Item	Cost
Contamination Studies (for future public open space)	\$130,000
Aboriginal Archaeological Studies (for future public open space)	\$190,000
Land valuations and reviews	\$285,000
Water Cycle Concept Plans	\$510,000
Transport and Street Layout Concept Plans	\$640,000
Total	\$1,755,000

Table 9.2: Recoverable Plan Preparation Costs

Technical Studies, Project Management and Masterplanning	Cost	% Recoverable	Recoverable
Transport	\$100,000	100%	\$100,000
Drainage	\$80,000	100%	\$80,000
Infrastructure	\$90,000	0%	\$0
Ecology	\$100,000	5%	\$5,000
Social and S94	\$110,000	100%	\$110,000
Statutory Planning	\$42,000	0%	\$0
Retail	\$10,000	0%	\$0
Economic Feasibility	\$33,000	0%	\$0
Land Capability	\$62,000	35%	\$21,700
Aboriginal Heritage	\$47,000	0%	\$0
Aboriginal Land Council fees	\$20,000	0%	\$0
European Heritage	\$40,000	0%	\$0
Surveying	\$35,000	0%	\$0
Legal Advice	\$5,000	0%	\$0
Project Management (APP)	\$770,000		\$315,063
Master planning (Rohan Dickson and Associates)	\$120,000		\$49,101
Total			\$680,864
Liverpool City Council Portion		79%	\$537,883

Explanatory Notes

Fees as spent at July 2005

Recoverable cost to be split between CCC and LCC according to developable land area.

LCC = 332ha (79%) and CCC = 88ha (21%) according to Background Report, Nov 2004

9.5 Contributions Formulae

Contribution Formulae

Contributions for Plan Management and Recoverable Plan Preparation Costs are calculated as follows:

$$\text{Contribution rate per Ha} = \frac{\text{C} \times \text{Proportion of population in respective dwelling density group}}{\text{Area in hectares of respective dwelling density group}}$$

Where,

C = Cost of works or land identified for the catchment area in the contributions plan.

Dwelling density group means the minimum dwelling density as specified by *Liverpool LEP 2008*.

Proportion of population and Area in hectares of respective dwelling density groups are as follows:

Table 9.3 Development Details

Dwellings/ha	Total	Lot Yield	Pop /dw	Total Pop	% of Pop
38 Dwellings / Ha	33.96	1,290	2.4	3,097	14.18%
28 Dwellings / Ha	33.1	927	2.4	2,224	10.18%
21 Dwellings/Ha	1.553	33	2.9	96	0.44%
17 Dwellings / Ha	127.167	2,162	2.9	6,269	28.61%
14 Dwellings / Ha	162.93	2,281	3.4	7,755	35.51%
2 Dwellings / Ha	9.61	19	3.4	65	0.30%
Non Res in R1 & R3 zones	0.1			5	0.02%
B6 zones	3.02			50	0.23%
B2 zones	17.232			2,300	10.53%
Non Res in B2 zones	7.078				
Totals	395.75	6,713		21,862	100.00%

Sample of contribution formula

Contribution (per ha) for Plan Professional Fees in the
14 dwellings per hectare minimum density =

$$\frac{\$1,755,000 \times 5.51\%}{162.93} = \$3,824$$

Contribution (per ha) for Recoverable Plan Preparation
Costs in the 14 dwellings per hectare minimum density
=

$$\frac{\$537,883 \times 35.51\%}{162.93} = \$1,172$$

References

- Civitas partnership, 2004, Edmondson Park – Background Report.*
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- Rider Hunt, 2006, Indicative Budget Estimate*
- J. Wyndham Prince 2007 Edmondson Park – Section 94 Background*
- Jackson Teece, 2007, Liverpool DCP 61 - Edmondson Park*
- Liverpool LEP 2008*
- Liverpool DCP 2008*

Planning Proposal

10 Orange Grove Road & 5 Viscount Place, Warwick Farm (The Grove)

Draft Amendment 91 of Liverpool Local Environmental Plan 2008 to amend provisions contained within Clauses 21 and 24 of Schedule 1 of the Liverpool Local Environmental Plan 2008 to facilitate the expansion of The Grove, Warwick Farm

5 July 2021

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Foreword

This report has been based on a Planning Proposal Report that was prepared by Ethos Urban on behalf of Gazcorp (the Proponent) to initiate an amendment to the Liverpool Local Environmental Plan 2008 (LLEP 2008).

The planning proposal request was received by Liverpool City Council (LCC) on 7 September 2020. Advice was sought from the Liverpool Local Planning Panel (LPP) at its meeting on 6 April 2021. After considering the assessment report, the LPP provided their advice, that the proposal has both strategic and site-specific merit, and supported the planning proposal proceeding to a Gateway determination. The planning proposal was then considered at Council's Ordinary Meeting on 28 April 2021 where it received in principle support to be forwarded to the Department of Planning, Industry and Environment (DPIE) seeking a Gateway determination.

Introduction

A planning proposal was received from the proponent, Gazcorp, to rezone land at The Grove being 10 Orange Grove Road (Lot 101 DP 1043160) and 5 Viscount Place, Warwick Farm (Lot 23 DP 1190437). The planning proposal prepared by Ethos Urban on behalf of the proponent seeks to expand permissible uses across the two sites.

The planning proposal thus proposes to amend the Liverpool Local Environmental Plan (LLEP) 2008 in the following way -

- Amend Schedule 1, Clause 21 to increase the current cap on retail premises from 19,000m² to 21,000m² and update the legal description so that the subject clause would apply to 5 Viscount Place, Warwick Farm (Lot 23 DP 1190437).
- Amend Schedule 1, Clause 24 to include *business premises* as an additional permitted use and update the address so that the subject clause would apply to 10 Orange Grove Road, Warwick Farm (Lot 101 DP 1043160).

This proposal identifies the potential for the site to further develop as a stand-alone centre within the broader 'mixed industry/retail precinct' of the Liverpool Collaboration Area.

Background

Zoning History

The Grove was previously zoned 4(b) Industrial under the Liverpool Local Environmental Plan 1997 (LLEP 1997). In September 2001, Council approved a Development Application (DA) for a warehouse retail outlet on the Fashion Spree site. In December 2003, this consent was challenged by Westfield in the Land and Environment Court. Subsequently, in January 2004, the Court found that a warehouse retail outlet could not operate under the applicable 4(b) Industrial zone under the LLEP 1997, and the outlet was ordered to close.

On 28 August 2008, the Liverpool Local Environmental Plan 2008 (LLEP 2008) was gazetted and The Grove was zoned B5 Business Development due to the presence of specialised retail on the site. In December 2008, Council approved a DA for the vacant warehouse retail outlet building to be used for the purposes of 'weekend markets' only.

In May 2011, Gazcorp submitted a planning proposal to rezone the 'Fashion Spree' site at 5 Viscount Place, Warwick Farm to B6 Enterprise Corridor to "facilitate a reuse of the existing weekend markets building as a factory outlet retail centre trading seven days per week". However, on 29 July 2011, the planning proposal was amended to ensure that the 'weekend markets' would be facilitated via an additional permitted use under Schedule 1 of the LLEP 2008 instead (see below):

- (1) This clause applies to Lot 121 DP 876962 in Zone B5 Business Development at Orange Grove Road, Warwick Farm.
- (2) Development for the purpose of a single building comprising retail premises having a maximum Gross Floor Area (GFA) of 19,000m² is permitted with consent.

- (3) No single retail tenancy shall be greater than 1200m².

In this instance, the B5 Business Development zone was retained to ensure that bulky goods retailing would be maintained on the site. The amended planning proposal proceeded to public exhibition and a post-exhibition report was presented to Council on 5 November 2012. Amendment 22 was gazetted on 21 June 2013.

In April 2015, Gazcorp submitted a planning proposal to rezone the 'Homemaker Centre' at 5 Orange Grove Road, Warwick Farm from B5 Business Development to B2 Local Centre. The planning proposal also proposed to place a limit of 21,000m² GFA for 'shops' on this site. In September 2015, a letter was sent to the proponent recommending the planning proposal be amended to seek an additional permitted use of 'shops' with a maximum GFA of 21,000m² for the site, rather than rezone the site to B2 Local Centre. A revised planning proposal was submitted accordingly (see below).

- (1) This clause applies to part of Lot 101, DP 1043160, 10 Viscount Place, Warwick Farm, as shown coloured green on the Key Sites Map.
- (2) Development for the purpose of shops is permitted with consent if the total GFA of shops on the site does not exceed 21,000m².

At its Ordinary Meeting on 16 December 2015, Council resolved to forward the planning proposal to DPIE for a Gateway Determination and public exhibition. The amended planning proposal proceeded to public exhibition, and a post-exhibition report was presented to Council on 28 February 2018. Amendment 61 was gazetted on 2 August 2019.

Planning Proposal

The subject planning proposal request was lodged in September 2020. The planning proposal as lodged in its original form sought to amend Schedule 1 of the LLEP 2008 as follows:

Schedule 1, Clause 21 (Fashion Spree)

- Update legal description of the site;
- Add 'business premises' as a permissible use;
- Remove the 19,000m² GFA cap applying to all 'retail premises' and apply a 21,000m² GFA cap to 'shops' and 'business premises' only (the maximum individual premises of 1,200m² is retained for 'shops' and 'business premises').

Schedule 1, Clause 24 (Homemaker Centre)

- Add 'business premises' as a permissible use.

A peer review of the planning proposal was undertaken by SGS, specifically for the economic impacts of the planning proposal (**Attachment A**). SGS supported the proposed changes to *Schedule 1 Clause 24*, however concerns were raised regarding the amendments to *Schedule 1, Clause 21* as follows:

- Adding 'business premises' as a permissible use would lead to the potential development of a larger traditional retail centre, thereby undermining the centres hierarchy.
- Increasing the GFA cap for 'shops' and 'business premises' by 2000m² is unlikely to have a substantial impact on the centres hierarchy, however the increase can be only supported if it is for

additional outlet retailing and if it does not result in harmonising the separate functions of the Fashion Spree and Homemaker sites. .

- Removal of the GFA cap for 'retail premises' (apart from 'shops') is supported. However, there are concerns that removing the GFA cap would could potentially result in a large dining precinct being developed on the site as 'food and drink premises' would effectively be uncapped, thereby potentially undermining the centres hierarchy and conflicting with the site's function as a stand-alone centre.

Given the concerns raised in the peer review, Council officers drafted a Local Planning Panel (LPP) report recommending that Schedule 1 of the LLEP 2008 be amended as follows:

Schedule 1, Clause 21 (Fashion Spree)

- Update legal description of the site;
- Remove the 19,000m² GFA cap applying to all 'retail premises', and apply the GFA cap to 'shops' only (the maximum individual premises of 1,200m² is retained for 'shops').

Schedule 1, Clause 24 (Homemaker Centre)

- Add 'business premises' as a permissible use.

The proponent prepared responses (**Attachments B & C**) to the peer review and LPP report before a memorandum prepared by Council staff (**Attachment D**) was attached to the LPP report recommending that Schedule 1 of the LLEP 2008 be amended as follows:

Schedule 1, Clause 21 (Fashion Spree)

- Update legal description of the site;
- Increase the 19,000m² GFA cap applying to all 'retail premises' to 21,000m².

Schedule 1, Clause 24 (Homemaker Centre)

- Add 'business premises' as a permissible use.

Report Structure

This Planning proposal has been prepared in accordance with Section 3.33 of the EP&A Act with consideration of DPIE's (formerly DPE's) 'A Guide to Preparing Planning Proposals' (December 2018). Accordingly, the proposal is discussed in the following parts:

- Site Description
- Statutory Planning Framework
- Part 1 – A Statement of the Objectives and Intended Outcome
- Part 2 – Explanation of Provisions
- Part 3 – Justification
- Part 4 – Mapping
- Part 5 – Community Consultation
- Part 6 – Project timeline

Site Description

The site has an area of approximately 156,000m² and has a frontage to Orange Grove Road/Cumberland Highway and Viscount Place. An aerial photo of the site is shown at Figure 1.



Figure 1: Aerial view of subject site (outlined in red)

The Grove is made up of four land parcels comprising:

- Lot 101 in DP1043160 (Homemaker Centre);
- Lot 23 in DP1190437 (Fashion Spree);
- Lot 22 in DP1190437; and
- Lot 100 in DP1043160

Lot 22 in DP1190437 and Lot 100 in DP1043160 include a variety of other retail uses that are currently contained within a few one storey large format warehouses.

Directly to the north of the site is Cabramatta Creek and associated riparian corridor. On the northern side of this corridor is the suburb of Cabramatta, which is characterised by one and two storey detached residential dwellings. Beyond this are similar suburbs such as Fairfield, Canley Heights, and Wetherill Park, as well as the Western Sydney Parklands.

Directly to the south of the site is large format warehouses and bulky goods retailing. Further to the south is the Liverpool City Centre, which includes Westfield, the Liverpool City Library and Liverpool Hospital.

Cabramatta Creek and Dwyer Oval are located to the east of the site, which make up a larger open space corridor that extends approximately two kilometres to the Hume Highway. Further east is the Georges River and Chipping Norton Lake, the surrounding suburbs of which are characterised by low density one and two storey detached dwellings.

Orange Grove Road and Cumberland Highway is located directly west of the site. Beyond this is the extension of Cabramatta Creek and the southern portion of the Cabramatta Golf Club. Also, to the west are the suburbs of Liverpool, Mount Pritchard and Ashcroft, which are again characterised by low density residential dwellings.



Figure 2: Locality map (site outlined in red)

Statutory Planning Framework

Liverpool Local Environmental Plan 2008

The subject site is zoned B6 - Enterprise Corridor and B5 - Business Development in accordance with the zoning map of the LLEP 2008 (refer to Figure 3).

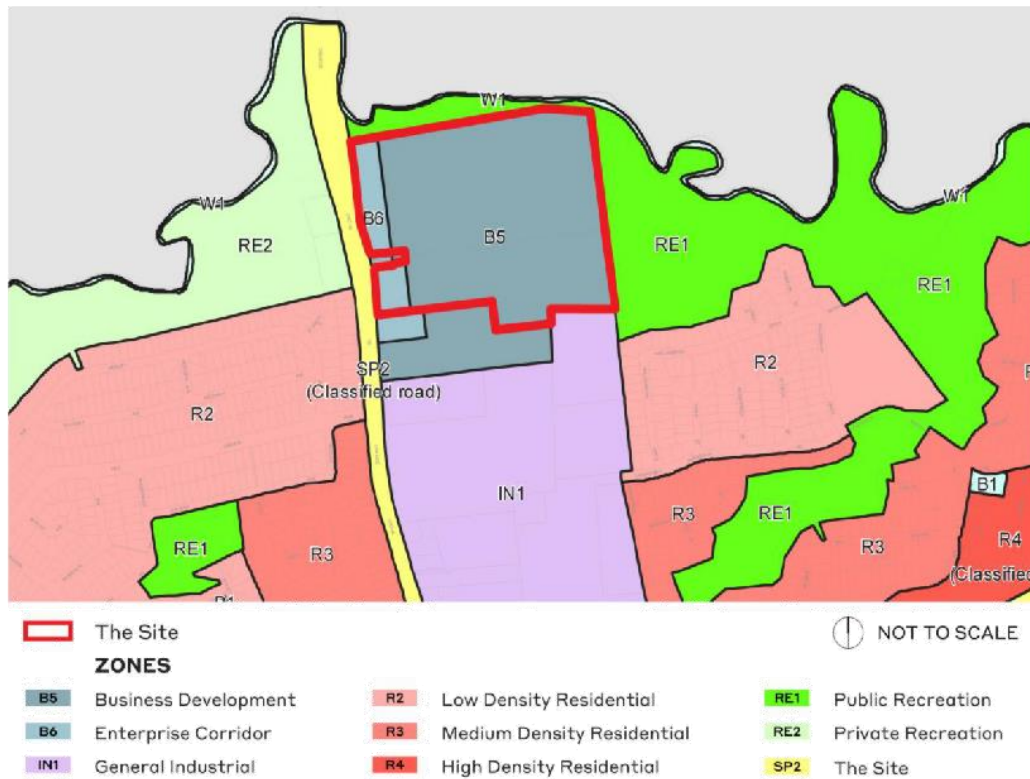


Figure 3: Existing land use zoning in the LLEP2008 (subject site outlined in red)

The objectives of the B5 Business Development zone are:

- To enable a mix of business and warehouse uses, and specialised retail premises that require a large floor area, in locations that are close to, and that support the viability of, centres.
- To maintain the economic strength of centres by limiting the retailing of food and clothing.
- To provide for a larger regionally significant business development centre in a location that is highly accessible to the region.
- To ensure a reasonable concentration of business activity.

The B5 zone facilitates a reasonable concentration of business activity. The intended future development (retail and business premises) of the site is consistent with the objectives of the B5 Business Development zone.

The objectives of the B6 Enterprise Corridor zone are:

- To promote businesses along main roads and to encourage a mix of compatible uses.
- To provide a range of employment uses (including business, office, retail and light industrial uses).
- To maintain the economic strength of centres by limiting the retailing activity.
- To provide primarily for businesses along key corridors entering Liverpool city centre, major local centres or retail centres.
- To ensure residential development is limited to land where it does not undermine the viability or operation of businesses.
- To provide for residential uses, but only as part of a mixed use development.

The proposal does not apply to any land in the B6 zone.

The Homemaker Centre (Lot 101 in DP 1043160) and the Fashion Spree retail outlet (Lot 23 in DP 1190437) are also identified on the Key Sites Map as having additional permitted uses under Schedule 1 (being shops and retail premises respectively) (as identified in Figure 4).

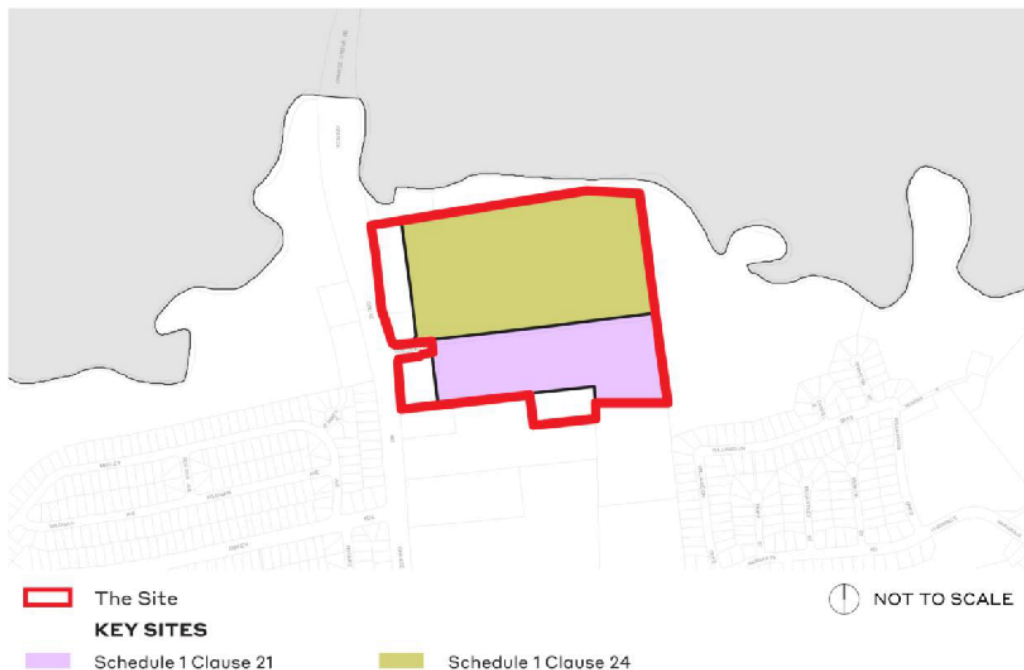


Figure 4 LLEP 2008 Key Site Map Extract (subject site outlined in red)

Delegation of plan making functions

This planning proposal seeks to make a relatively minor amendment to the Liverpool Local Environmental Plan 2008. As such, Council is seeking authority of plan making functions pursuant to Section 3.36 of the Environmental Planning and Assessment Act 1979 ("EP&A Act").

Part 1 – Objectives and Intended Outcomes

The prevailing objective in seeking amendments to Clauses 21 and 24 in Schedule 1 of the LLEP 2008 is to provide greater flexibility in the permissible uses and realise the full development potential of The Grove. Specifically, the following amendments are sought:

Table 1 - Proposed amendments

Fashion Spree site (Schedule 1, Clause 21)	Homemaker Centre site (Schedule 1, Clause 24)
<p>Schedule 1, Clause 21 – Use of certain land at Warwick Farm</p> <ol style="list-style-type: none"> 1. This clause applies to part of Lot 121, DP 876962 and part of Lot 101, DP1043160 and part of Lot 23 in DP1190437, 5 Viscount Place, Warwick Farm, as shown coloured light purple on the Key Sites Map. 2. Development for the purposes of retail premises is permitted with consent if – <ol style="list-style-type: none"> a) The total gross floor area of all retail premises on the site does not exceed 19,000m² 21,000m² and b) The gross floor area of any individual retail premises does not exceed 1,200m² 	<p>Schedule 1, Clause 24 – Use of certain land at 10 Viscount Place Orange Grove Road, Warwick Farm</p> <ol style="list-style-type: none"> 1. This clause applies to part of Lot 101, DP1043160, 10 Viscount Place Orange Grove Road, Warwick Farm, as shown coloured green on the Key Sites Map. 2. Development for the purpose of shops and business premises is permitted with consent if the total gross floor area of shops and business premises on the site does not exceed 21,000m².

The intended outcomes of the proposed changes are summarised as follows:

- The legal description of the land has been amended; therefore, the proponent seeks that Clauses 21 and 24 are updated to reference the current Lot, DP and addresses.
- The proposed 2,000m² increase to the Fashion Spree site's maximum permitted floorspace is sought to help provide a greater experience for shoppers and a better urban design outcome. The additional floorspace will be beneficial to the entire site as it will:
 - Increase the amount of outlet retail premises floorspace whilst ensuring that food and drink retailing on the site continues to be provided in accordance with the centre hierarchy and role of the centre; and
 - Enable the sleeving of the northern side of Fashion Spree centre with additional tenancies, thereby activating the public domain and creating a better shopping experience for customers and workers.
- The introduction of 'business premises' into Clause 24 in Schedule 1 as an additional permitted use to enable the provision of ancillary and complementary services for the convenience of the visitor and working population on the Homemaker Centre site. Business premises at the Homemaker Centre site will be subject to the proposed 21,000m². In their peer review, SGS has confirmed that this element of the proposal is unlikely to have adverse impacts on the Liverpool City Centre.
- Other matters, including pedestrian safety, amenity and traffic effects will be addressed with further scrutiny during consultation with Transport for New South Wales (TfNSW) and through the DA process.

Part 2 – Explanation of provisions

The objectives and intended outcomes of the proposal will be achieved by amending Clauses 21 and 24 of Schedule 1 of the LLEP 2008 as indicated in Table 1 of this report.

A detailed justification for each of the proposed amendments is provided under the following subheadings:

The update of the legal description at the Fashion Spree site

Since the gazettal of Amendment 22, the legal description of the land has been amended. The proponent has therefore sought that Clause 21 is updated to reference the current Lot and DP reference.

The update of the address for the Homemaker Centre site

Since the gazettal of Amendment 61, the address has been amended. It is therefore sought that Clause 24 is updated to reference the current address.

Increasing the existing cap from 19,000m² to 21,000m²

The Grove will provide a higher degree of amenity for shoppers, a greater shopping experience and an improved urban design outcome. The indicative plan in the Traffic Impact Statement (**Attachment E**) shows that the proposed new layout will include the establishment of tenancies on the northern fringe of the Fashion Spree building that are integrated with the landscaping and future refurbishment and development on The Grove Homemaker Centre site. These tenancies are intended to sleeve the building façade and to create an inviting and activated frontage to the Fashion Spree centre, as opposed to the internally facing tenancies that currently exists.

As such, the proposed increase in maximum permitted floorspace to 21,000m² is sought to help realise this vision.

Over the last 10 years, The Grove, has been the subject of numerous independent economic impact assessments to measure the potential impact of the growth of the centre anticipated under both Amendments 22 and 61.

All the research to date has found that the future retailing at The Grove will have 'very low' impacts of between - 3.2% and -5.3% on surrounding Regional Centres such as Liverpool CBD, Westfield Liverpool, Fairfield Town Centre and Stockland Wetherill Park, as well as smaller Sub-Regional Centres of Casula Mall, Bonnyrigg Plaza and Carnes Hill Marketplace. This level of impact is considerably less than the impacts of 10% and 15% that the Land & Environment Court of NSW has in the past noted as being sufficient enough to cause decline in the viability and range of services offered in an existing centre.

Technical studies highlight that the volume of floorspace which can be developed for the purposes of 'shop' development can be increased by 2,000m² without significant impact upon any other surrounding Regional and Sub-Regional centres.

Additional permitted use for Homemaker Site: Business Premises

In order to cater for increasing customer demand for a broader range of uses and for The Grove Homemaker Centre to continue to be competitive, viable and realise its full development potential, the proposal seeks to introduce Business Premises as an additional permitted use for the Homemaker Site. Business premises will be subject to the proposed total floorspace cap of 21,000m² on the Homemaker site.

The site is identified as being a 'stand-alone centre' in the Liverpool Centres and Corridors Study (April 2020) as it specifically defines the role that The Grove (along with other stand-alone centres) should play in the Liverpool LGA retail hierarchy. Notably, the 'stand-alone centres' at Chipping Norton, Hoxton Park Road, Prestons and Casula include 'business premises' as a permitted use.

By virtue of this 'stand-alone centre' classification, and the uses permitted in other stand-alone centres, it is evident that The Grove should be differentiated from other sites with B5 and B6 zoning under the LLEP 2008 as it plays a distinct and separate role to out-of-centre sites or bulky goods clusters.

Furthermore, the introduction of additional 'business premises' uses into the existing developments on the Homemaker site would not convert the site into a 'mixed-use' or 'local' centre in the traditional sense. The provision of a proportion of 'business premises' uses, such as shoe repairs, dry cleaners, tailors, nail salons, hairdressers or banks would also reinforce its ability to provide everyday services for the convenience of the visitor and working population on the site.

In support, the Economic analysis report, prepared by Deep End Services (**Attachment F**) considers that the small-scale businesses would rely on the visitation generated by the centre and would have a complementary or ancillary function that would improve the amenity for visitors and enable them and employees on site to obtain a limited range of personal or business services while experiencing the retail offer.

By providing these small-scale services at The Grove, important economic and environmental benefits in terms of reduced travel costs and emissions, as well as providing convenience for shoppers and staff would be generated. Importantly, Deep End also consider that as ancillary uses that rely on a customer base already present in the centre, there is little chance of a multiplicity of such uses being established. Floorspace benchmarks for centres that contain Discount Department Store (DDS) show that the ancillary and complementary 'business premises' uses make up a small fraction of the available floorspace within each centre.

In Deep End Service's opinion, the minor role that 'business premises' play in the functioning of shopping centres is acknowledged by the fact that economic impact assessments specifically exclude such uses when considering trading impacts on other centres, concentrating on the primary retail components which define the function of the centres.

On this basis, Deep End Services consider that the inclusion of 'business premises' as a permitted use within Clause 24, and therefore within the Homemaker Site of The Grove, would have no effect on the role of the operation of the centre, would generate benefits to local shoppers and workers, would be immaterial to the classification of the centre within the hierarchy and would not adversely impact any other centres.

Part 3 – Justification

Section A – Need for the planning proposal

3.1 *Is the planning proposal a result of an endorsed local strategic planning statement, strategic study or report?*

The planning proposal is not a result of any strategic planning statement, strategic study or report. However, the planning proposal aligns with state and regional strategic documents that set out goals seeking to protect, increase and enhance industrial and urban services land. Additionally, the proposal is aligned with Council strategies and studies. These documents include the following:

- Greater Sydney Regional Plan – A Metropolis of Three Cities
- Western City District Plan
- Local Strategic Planning Statement - Connected Liverpool 2040

Further detail in respect of the alignment with these documents is set out in Section B (Relationship to strategic planning framework).

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

The planning proposal is considered the best means of achieving the objectives and intended outcomes as indicated in Part 1 of this planning proposal. There are no alternative processes to achieve the intent of this Planning Proposal due to the current planning controls that apply to the site under the LLEP 2008.

Section B – Relationship to strategic planning framework.

DPIE's Planning Circular (PS 16-004) notes that a key factor in determining whether a proposal should proceed to Gateway determination should be its strategic merit and site-specific merit. It is considered that the planning proposal meets these tests as outlined in the following sections.

3.3 Will the planning proposal give effect to the objectives and actions of the applicable regional, or district plan or strategy (including any exhibited draft plans or strategies)?

a. Strategic Merit

The planning proposal is consistent with relevant regional, sub-regional or district plan or strategies. The most relevant State and District plans that guide the land use direction for the site, are

- Greater Sydney Regional Plan – A Metropolis of Three Cities
- Western City District Plan

Greater Sydney Regional Plan – A Metropolis of Three Cities

The current metropolitan strategy applicable to the site is the NSW Government's Greater Sydney Region Plan (2018). Relevant directions from the metropolitan strategy are noted at Table 2 below.

Table 2 – Consistency with Greater Sydney Regional Plan

Objective	Comment
<i>Objective 12: Great places that bring people together</i>	The Planning Proposal will enable an improved urban outcome that will provide a greater shopping and working experience for residents, destination visitors and workers, in a centre that will comprise a mix of different forms of retail, community and business uses. It is considered that there should not be a 'one-size-fits-all' approach to the evolution of great places that provide opportunities for social interaction and places that people enjoy. Accordingly, this Planning Proposal along with the future planned development will facilitate the creation of a high-quality retail destination and shopping experience, that incorporates open space and streets.

Objective	Comment
<i>Objective 14: A Metropolis of Three Cities – integrated land use and transport creates walkable and 30-minute cities</i>	<p>The Grove is within a walkable catchment, being 1.5km north of Liverpool Town Centre, 1km from Warwick Farm Town Centre, 60-100m west of Dwyer Oval, 500m from Warwick Farm Public School, 100m-150m of the nearest residential dwelling located to the east and 50m-100m of the nearest residential dwelling located to the west, the Planning Proposal will therefore provide an improved shopping facility for the local resident and worker catchment.</p> <p>Furthermore, the site has a good level of existing pedestrian, public transport access and vehicular access. This level of access is also to be improved through the imminent Development Application which will seek to provide a new public thoroughfare to the east of the site in conjunction with the purchase, upgrade, and dedication of Homepride Avenue. Furthermore, the proponent is currently in discussions with Transit Systems (TfNSW private operator) regarding the potential for additional services within the existing bus network.</p>

Western City District Plan (WCDP)

The site is located within the Western City District and the applicable District Plan is the Western City District Plan (2018), as established by the Greater Sydney Commission in March 2018. Relevant directions from the Western City District Plan are noted at Table 3 below.

Table 3 – Consistency with Western City District Plan

Criteria	Comment
<i>Planning Priority W6 – Creating and renewing great places and local centres and respecting the District's heritage.</i>	<p>The Grove is a 'stand-alone centre' that has provisions included within the LLEP 2008 that enables for a mix of specialised retail, traditional retail and factory outlet retail uses over approximately 15.6 hectares of land. Whilst not considered to be a 'local centre' in the true sense, the vision for The Grove, which will be realised through this Planning Proposal and the forthcoming development application is consistent with many of the place-based planning principles for centres, in particular:</p> <ul style="list-style-type: none"> • provide public realm and open space focus; • improve walking, cycling and public transport connections; • expand retail floorspace; and • expand employment opportunities
<i>Planning Priority W11 – Growing investment, business opportunities and jobs in strategic centres</i>	<p>This Planning Proposal will enable over 1815 jobs within the site and demonstrates commitment to investing in the site to provide additional ancillary and complementary business uses to the range of existing and planned retail development as well as an improved urban outcome and greater shopping and working experience for residents, destination visitors and workers.</p> <p>Further as noted above, The Grove has a sufficient level of existing pedestrian, public transport access and vehicular access. This level of access is also to be improved through an imminent DA which will seek to provide a new public thoroughfare to the east of the site in conjunction with the purchase, upgrade and dedication of Homepride Avenue. Furthermore, the proponent is currently in</p>

Criteria	Comment
	discussions with Transit Systems (TfNSW private operator) regarding the potential for additional services within the existing bus network.

Local Strategy

Assessment of the proposal with regards to the Local Strategic Planning Statement (LSPS) is detailed in Section 3.4.

b. Site Specific Merit

In addition to meeting at least one of the strategic merit criteria, a Planning proposal is required to demonstrate site-specific merit against the following criteria in Table 4 below.

Table 4 - Site Specific Merit

Criteria	Planning Proposal Response
<i>Does the planning proposal have site specific merit with regard to: the natural environment (including known significant environmental values, resources or hazards)?</i>	Yes, the proposal accounts for the bushfire, flooding and environmentally significant land constraints on the site. See further details under Section C (Environmental, social, and economic impact) of this document.
<i>The existing uses, approved uses and likely future uses of land in the vicinity of the land subject to a proposal?</i>	<p>The site is identified under the Liverpool Place Strategy being as part of a 'mixed industry/retail precinct' within the Liverpool Collaboration Area. This Planning Proposal will reinforce the retail status of The Grove and its importance in providing a broad range of types of retail and business uses that maximise the employment potential of the site.</p> <p>Additionally, the Grove has been identified as being a 'stand-alone centre' under the Liverpool Centres and Corridors Study (April 2020). The study notes that 'business premises' are permitted in similar 'stand-alone centres' at Chipping Norton, Prestons and Casula.</p> <p>Given the range of uses permitted in other stand-alone centres, the introduction of additional 'business premises' uses onto the subject site, would provide opportunities for shoe repairers, dry cleaners, tailors or hairdressers to provide everyday services for the convenience of the visitors to the site.</p>
<i>The services and infrastructure that are or will be available to meet the demands arising from the proposal and any proposed financial</i>	<p>The sites are within an established urban area. The proposed amendments do not seek to intensify the use of the site beyond what is currently permissible under the Floor Space Ratio of the LLEP 2008, rather it seeks to alter the types and extent of uses permissible across the sites.</p> <p>It is noted that an existing Voluntary Planning Agreement (VPA) applies to the subject site. A letter of offer has been provided by the applicant to</p>

Criteria	Planning Proposal Response
<i>arrangements for infrastructure provision?</i>	ensure the monetary contribution towards public infrastructure which is payable subject to Clause 6 of the existing VPA will be applicable to both shop and business premises uses on the Fashion Spree site and the Homemaker Centre site as well as the additional 2,000m ² of shop and business premises that is being requested on the Fashion Spree site.

3.4 Will the planning proposal give effect to a council's endorsed local strategic planning statement, or another endorsed local strategy or strategic plan?

Liverpool Local Strategic Planning Statement (LSPS)

Liverpool's Local Strategic Planning Statement (LSPS) 'Connected Liverpool 2040' gives effect to the Greater Sydney Region Plan, the Western City District Plan and guides the future content of Liverpool LEP. It sets the land use vision and planning principles, priorities, and actions for the Liverpool LGA for the next 20 years.

The Grove is identified as a 'bulky goods and retail precinct' on the LSPS Structure Plan within the 'rationale' of *Local Planning Priority 11 - An attractive environment for local jobs, business, tourism and investment*, states that:

"The concentration of retail within centres plays an important role, yet the function of centres extends beyond providing for the day to day and specialised retail needs. Centres act as important focal points for the local community, especially when co-located and well-integrated with gathering places such as cafés, restaurants and social infrastructure. In turn, the increase in foot traffic from these other uses contributes to the vibrancy of the centre and supports retail uses.

The Liverpool LGA also has 'stand-alone centres' that contain either a supermarket or another large retail role, such as bulky goods retailing. Whilst these stand-alone centres meet the retail needs of the community, they do not provide multi-function community gathering places. As there is limited demand for new centres within the LGA, Council will prioritise the future expansion of retail within local or town centres rather than stand-alone centres."

The Grove is a 'stand-alone centre' that provides a diverse mix of types of retail uses and a range of gathering places (especially once the Fashion Spree and Homemaker Centre expansion developments are complete). The Planning Proposal provides only a greater flexibility in the operation of the existing site, which will not compromise the retail hierarchy or generate significant impacts on other centres.

Liverpool Economic Development Strategy 2019-2029

Liverpool Council's Economic Development Strategy 2019-2029 identified The Grove, Liverpool as an important retailing precinct. Within the accompanying retail profile, the site is identified as the third largest retail centre within the Liverpool LGA with 44,500m² of floor space. With the delivery of an additional 21,000m² (as proposed under Amendment 61) The Grove will become the second largest retailer in the Liverpool LGA. Accordingly, the proposed changes to Clauses 21 and 24 in Schedule 1 of the LLEP 2008 encourage the orderly economic development of the site and demonstrates the importance of preserving and utilising existing and appropriately sited land.

Liverpool Centres and Corridors Strategy

The Liverpool Centres and Corridors Strategy was adopted by Council on 26th August 2020. The Grove is identified as a stand-alone centre under the strategy which outlines a set of guiding criteria to assist in the assessment of future planning proposals. The Planning Proposal's consistency with this set of guiding criteria is provided in Table 7 below.

Table 5 - Consistency with the Liverpool Centres and Corridors Strategy

Guiding Criteria	Planning Proposal Consistency
<i>Proposals must not have a significant negative impact on the retail operation of the Liverpool City Centre, town centres and local centres (including planned future centres).</i>	The Planning Proposal will not result in any significant negative impact on the retail operation of the Liverpool City Centre, or any other town and local centres.
<i>The creation of new out of centre retail developments are not encouraged</i>	The Grove has been a 'stand-alone centre' since 2012 and remains so. This Planning Proposal does not seek to create any new out of centre retail developments. It only seeks minor amendments to the existing site-specific development controls that relate to The Grove.
<i>In all centres (except neighbourhood centres), proposals must retain the existing amount of retail and commercial floorspace as part of a mixed-use development.</i>	This Planning Proposal does not seek to reduce the volume of retail floorspace that can be developed on the site.
<i>Proposals for redevelopment or expansion of town centres and local centres must demonstrate improved integration with the public domain and with nearby open space, social infrastructure and other services.</i>	This Planning Proposal along with the future development application will help facilitate an outcome on the site that provides a better urban design outcome, and a greater shopping experience which improves its integration with the public domain, nearby open spaces, public transport infrastructure and other services.
<i>Allow additional retail uses in the B5 zone if it can be demonstrated they could not reasonably locate in another centre and they constitute a small proportion of the total retail floorspace.</i>	An additional 2,000m ² of floorspace for shops on the Fashion Spree site will not make a significant change to the overall structure of the centre and the impact on other centres.

3.5 Is the planning proposal consistent with applicable State Environmental Planning Policies?

Several State Environmental Planning Policies (SEPPs) apply to the land. The consistency of the planning proposal with pertinent SEPPs has been provided in Table 6 below. SEPPs which the planning proposal will not materially impact nor undermine, where it is deemed that the planning proposal is consistent or not inconsistent with the SEPP objectives are omitted from Table 6.

Table 6 – Consistency with State Environmental Planning Policies

State Environmental Planning Policy	Comment / Consistency
<i>SEPP (Infrastructure) 2007</i>	<p>The aim of the Infrastructure SEPP is to facilitate the effective delivery of infrastructure across the State. Under Clause 104, TfNSW must be referred particular traffic generating development.</p> <p>Clause 104 however only relates to development applications, therefore whilst a future development application may be required to be referred to TfNSW, this Planning Proposal is not required to be referred to TfNSW under the Infrastructure SEPP.</p>
<i>SEPP (State and Regional Development) 2011</i>	<p>The SRD SEPP specifies amongst other things, that where a development is classified as 'regional development', a regional panel may exercise the functions of the consent authority. Whilst not relevant to the proposed LEP amendment, any future development over \$30 million on the site will be required to be referred to the Sydney Western City Planning Panel for determination. However, the SRD SEPP does not apply to the determination of Planning Proposals.</p>

3.6 Is the planning proposal consistent with applicable Ministerial Directions (Section 9.1 directions)?

Table 7 – Consistency with Ministerial Directions

Ministerial Direction	Justification
<i>1.1 Business and Industrial Zones</i>	<p>This Direction applies to business or industrial zoned land. This Planning Proposal does not reduce the available land zoned for business use. It does not propose to amend the existing zoning on the site, rather it will allow for greater flexibility in the permissible uses on the site, remove the existing restriction on the use of the land for specialised retail premises, and facilitate a minimal amount of additional retail or business use floorspace on the Fashion Spree site.</p> <p>As established, the development facilitated by the Planning Proposal will not have an unacceptable impact on the economic viability of the Liverpool City Centre or other surrounding centres.</p>
<i>2.1 Environmental Protection Zones</i>	<p>The northern edge of the site is identified as Environmentally Significant Land in the LEP 2008. The Planning Proposal does not seek to remove this overlay or amend Clause 7.6 of the LLEP 2008 which applies specific controls to land identified as being Environmentally Significant.</p> <p>The Planning Proposal seeks to allow an additional 2000m² of floorspace on the Fashion Spree site which is not identified as Environmentally Significant Land and also seeks administrative amendments and an additional permissible use. It is therefore considered that the Planning Proposal would not facilitate any adverse impacts on the environmental significance of land along the northern edge of the site.</p>

2.6 Remediation of Contaminated Land	<p>The site is not known to have been used for any contaminating uses in the past and the proposal only seeks minor amendments to permissible land uses, minor administrative amendments and a minimal amount of additional floorspace. It does not seek to facilitate the redevelopment of the site or the use of the site for more sensitive uses, such as educational, recreational or childcare purposes, or for the purpose of a hospital.</p>
3.4 Integrating Land Use and Transport	<p>The Grove has good access to a main arterial road network, bus services are provided and the proponent is in discussions with Transit Systems (TfNSW private operator) in regard to the provision of addition bus services within the existing bus network, as required under the provisions of Amendment 61. The development facilitated by this Planning Proposal will only provide a greater level of flexibility in regard to the uses and services provided within the site and enable a better urban design outcome.</p> <p>This Direction requires a Planning Proposal to locate in zones for urban purposes and include provisions that give effect to and are consistent with the aims, objectives and principles of the following documents:</p> <ul style="list-style-type: none"> • Improving Transport Choice – Guidelines for planning and development (DUAP 2001), and • The Right Place for Business and Services – Planning Policy (DUAP 2001). <p>It is noted that the above policies were formally abandoned as a matter for consideration in the assessment of DAs in accordance with planning Circular 08-013 which was issued by the Department on 13th November 2008. They are draft policies and have not been finalised.</p> <p>Despite this, the Planning Proposal is considered to be consistent with their objectives and principles as it does not seek to create a new zone for urban purposes.</p>
4.3 Flood Prone Land	<p>The site is identified as being flood prone and it is considered that the Planning Proposal is consistent with the relevant requirements of this Direction for the following reasons:</p> <ul style="list-style-type: none"> • Any additional floorspace facilitated by this Planning Proposal will be supported by a Flood Assessment that will confirm that all future development will be located above the flood planning level; • The site is not currently zoned Special Uses, Recreation, Rural or Environmental Protection and the Planning Proposal does not seek to rezone the land; • Any development facilitated by the Planning Proposal will: <ul style="list-style-type: none"> ○ not result in development within floodway areas; ○ not result in significant flood impacts to other properties; ○ not facilitate a significant increase in the amount of development on the Site;

	<ul style="list-style-type: none"> not increase the requirement for government spending on flood mitigation measures, infrastructure or services; and will not permit development to be carried out without development consent
<i>4.4 Planning for Bushfire Protection</i>	The northern part of the site mapped as being vegetation buffer within the bushfire prone land classifications. However, the additional 2000m ² of floorspace proposed in this Planning Proposal relates to the Fashion Spree site which is not mapped as being bushfire prone. Notwithstanding this, consultation with the NSW Rural Fire Service can occur once a Gateway Determination has been issued for the Planning Proposal.
<i>5.10 Implementation of Regional Plans</i>	Consistency with Greater Sydney Region Plan - A Metropolis of Three Cities is demonstrated in Section 3.3 of this report.
<i>6.1 Approval and Referral Requirements</i>	The Planning Proposal does not contravene the objectives of this direction.
<i>6.2 Reserving Land for Public Purposes</i>	The Planning Proposal does not propose to create, alter or reduce any existing zoning or reservation on the land for public purposes
<i>6.3 Site Specific Provisions</i>	<p>The Direction states that a Planning Proposal that will amend another environmental planning instrument in order to allow a particular development proposal to be carried out, must either:</p> <ol style="list-style-type: none"> Allow that land use to be carried out in the zone the land is situated on, or Rezone the site to an existing zone already applying in the environmental planning instrument that allows that land use without imposing any development standards or requirements in addition to those already contained in that zone, or Allow that land use on the relevant land without imposing any development standards or requirements in addition to those already contained in the principal environmental planning instrument being amended, <p>This Planning Proposal seeks an additional 2000m² of floorspace on the Fashion Spree site and an additional permitted use within Clause 24 under Schedule 1. The additional permitted use relates to 'business premises' and will be limited under the floorspace caps. This is considered to be a minor administrative amendment.</p> <p>The intention of this Planning Proposal is to expand the permissible uses on the site and not to narrow them. Furthermore, the proposed minor amendments to Clauses 21 and 24 in Schedule 1 does not affect the consistency of the Planning Proposal with the B5 Business Development zone objectives.</p>

Section C – Environmental, social, and economic impact

3.7 *Is there any likelihood that critical habitat or threatened species, populations or ecological communities, or their habitats, will be adversely affected as a result of the proposal?*

No. Whilst a small portion of land within the northern portion of the site is mapped as being environmentally significant, the additional 2,000m² of floorspace proposed within the Planning Proposal is to be located on the Fashion Spree site which is not mapped as being environmentally significant. Other proposed amendments to the LLEP 2008 contained within this Planning Proposal have an administrative nature or will enable a greater flexibility in the permissible uses on the site. It is therefore considered that the Planning Proposal will not have any impact upon the site's environmental significance or any critical habitat, threatened species populations, or ecological communities.

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

The site is identified in the LLEP 2008 as flood prone land and its northern and eastern edges are located within the Flood Planning Area, as identified in Figure 5. Clause 7.8 of the LLEP 2008 sets out relevant flood planning controls and as part of any future development application, the flood planning controls will be considered. Furthermore, given that any future development resulting from this Planning Proposal will be minimal, it is considered that the additional development will be able to be designed in a way that will ensure that the flood planning controls are complied with and no adverse flooding impacts are generated.

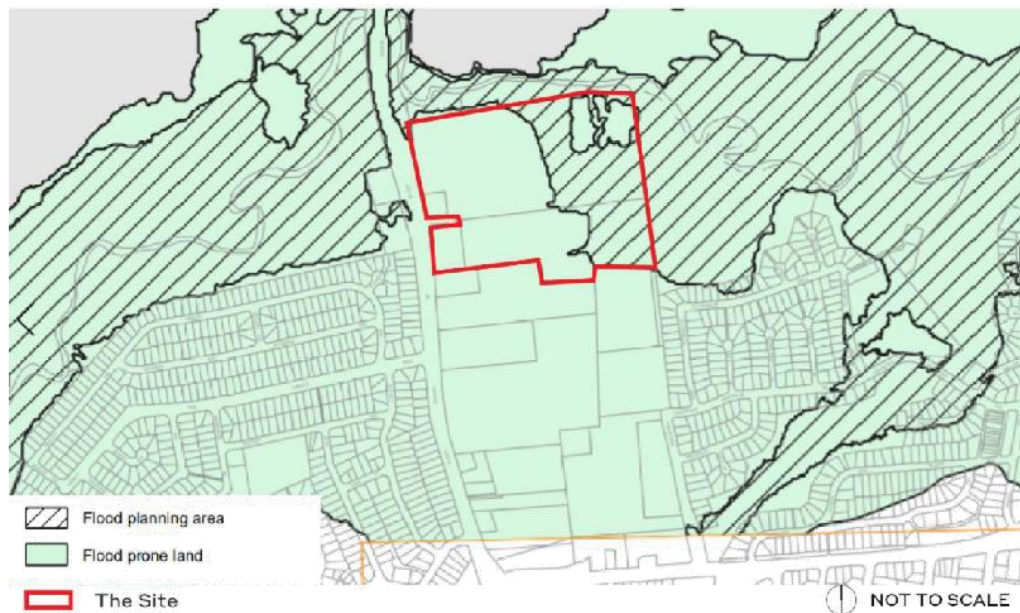


Figure 5 - Flood Planning Area Map Extract

The northern portion of the site is also partly identified in the LLEP 2008 as Vegetation Buffer within the Bushfire Prone Land classifications (as shown in Figure 6). The additional 2000m² of floorspace proposed in this Planning Proposal however relates to the Fashion Spree site which is not mapped as being bushfire prone. If required, as part of any future development application, appropriate built form measures will be

incorporated into the design of any future development on the site to address any bushfire risk resulting from the bushfire prone land classification on the site.

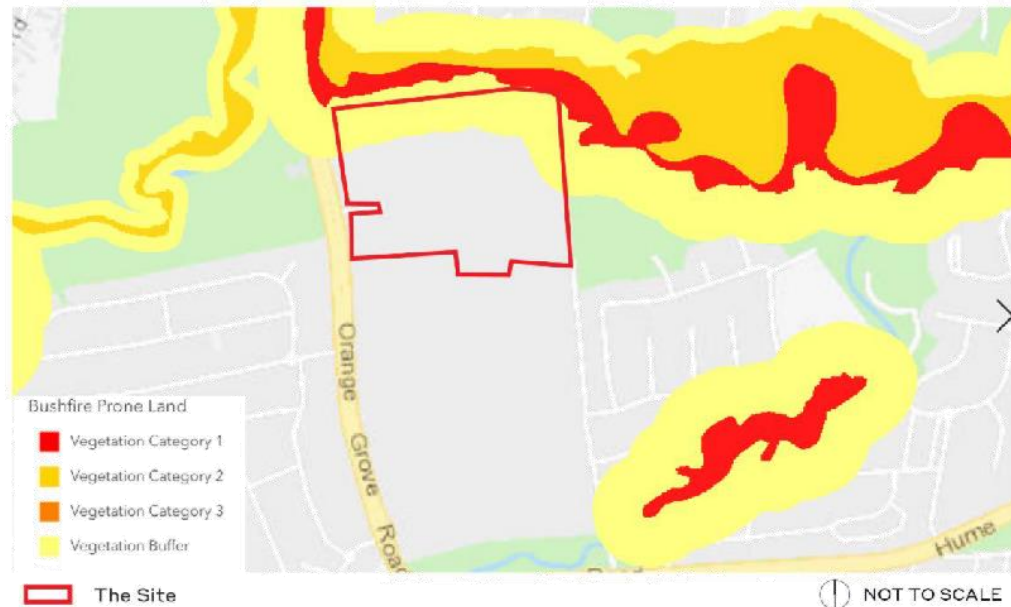


Figure 6 - Bushfire Prone Land

3.9 Has the planning proposal adequately addressed any social and economic effects?

Increase in permitted floorspace

An Economic Analysis has been prepared by Deep End Services (**Attachment F**) for the purposes of this Planning Proposal. In assessing the proposed increase in permitted floorspace for retail premises on the Fashion Spree site by 2000m², Deep End Services' comment that the proposed increase represents an approximate 10% increase for the Fashion Spree site and a 2.5% increase in terms of all permitted development at The Grove.

The Deep End Services report also provides a synopsis of the findings of the previous Economic Impact Assessments, as listed below and considers that in the context of these findings, the proposed minor increase in floorspace of 2,000m² would have commensurately low trading effects:

- the original Economic Impact Assessment (EIA) by Leyshon Consulting (dated 2011) that was prepared to accompany the Planning Proposal for Amendment 22;
- the peer review of the 2011 Leyshon Consulting EIA undertaken by HillPDA on behalf of Liverpool City Council;
- the additional peer review by SGS Planning & Economics on behalf of the (former) Department of Planning & Infrastructure;
- a submission by Urbis on the economic impacts on behalf of Westfield; and

- the EIA by Leyshon Consulting (dated December 2016) that accompanied the development application for the expansion of Fashion Spree.

In addition, Deep End Services consider that by applying similar parameters in terms of performance and trading patterns, the additional floorspace would have a -0.5% impact on sales achieved at Westfield Liverpool, which is a minimal impact that would not be noticed given typical fluctuations in sales activity year by year.

The proposed increase in permissible floorspace for the purpose of shop premises use is therefore estimated to have an insignificant effect on the role and operation of existing centres such as Westfield Liverpool.

Inclusion of Business Premises as an additional permitted use

The implication of introducing 'Business Premises' as an additional permissible use at the Homemaker Centre site and including it within the existing cap on 'shop' floorspace has also been examined by Deep End Services.

Deep End Services consider that the inclusion of business premises as an additional permitted use would have the effect of enabling small service-type uses to be accommodated to service the needs of customers that are already shopping at The Grove and enable them to combine trips for shopping and accessing local services. This then generates important economic and environmental benefits in terms of reduced travel costs and emissions, as well as providing convenience for shoppers and workers.

Deep End Services also note that the minor role that business premises play in the functioning of shopping centres is acknowledged by the fact that economic impact assessments specifically exclude such uses when considering trading impacts on other centres, concentrating on the primary retail components which define the function of centres. The proposed inclusion of business premises as an additional permissible use therefore would have no effect on the role or operation of The Grove and would not adversely impact any other centres.

Section D – State and Commonwealth interests

3.10 Is there adequate public infrastructure for the planning proposal?

The site is in an established urban area and has access to a range of existing services. The proposal facilitates minor administrative changes, additional permitted uses and only a small amount of additional floorspace, which will not result in any significant changes to the site and its operation. Therefore, no significant changes to public infrastructure will be required to accommodate it.

An existing planning agreement applies to the subject site to enable necessary road upgrades to occur in support of The Grove. A letter of offer has been provided by the land owner to ensure that any monetary contribution towards public infrastructure under the existing planning agreement will be applicable to both 'shop' and 'business premises' land uses on both the Fashion Spree site and the Homemaker site, as well as the additional 2,000sqm of retail premises that is being requested on the Fashion Spree site.

If necessary, further investigations will be undertaken as part of the preparation of any future development applications to determine whether any upgrade of existing facilities is required.

3.11 What are the views of state and Commonwealth public authorities consulted in accordance with the Gateway determination?

As a part of the Gateway determination, the relevant public authorities will be identified who are to be consulted in relation to the planning proposal. The referral advice provided by the public authorities will be considered, following consultation in the public exhibition period.

Part 4 – Mapping

This Planning Proposal does not require any amendments to the LEP Maps.

Part 5 – Community Consultation

Schedule 1, Clause 4 of the EP&A Act requires the relevant planning authority to consult with the community in accordance with the Gateway determination. The planning proposal will be publicly exhibited for at least 28 days in accordance with DPIE's A Guide to Preparing Local Environmental Plans. The planning proposal exhibition will also be carried out in accordance with Council's Community Participation Plan.

Part 6 – Project Timeline

An anticipated project timeline is shown in Table 8.

Table 8 – Anticipated Project Timeline

Timeframe	Action
April 2021	Presented to the Local Planning Panel
April 2021	Presented to Liverpool City Council
May 2021	Submission of Planning Proposal to DPIE
June 2021	Gateway Determination issued
July 2021	Community and public agency consultation
August 2021	Consideration of submissions and proposal post-exhibition
August 2021	Post-exhibition report to Council
September 2021	Legal drafting and making of the plan

Attachments

- A. SGS Peer Review
- B. Proponent Response Letter to SGS Peer Review
- C. Proponent Response Letter to Local Planning Panel Assessment Report
- D. Council Staff Memorandum
- E. Traffic Impact Statement
- F. Economic Analysis Report

GAZCORP

13 April 2021

Mr David Smith
Acting Chief Executive Officer
Liverpool City Council
Locked Bag 7064
Liverpool BC
NSW 1871

By Email – C/O Michael Midson

Dear David,

RE: Public benefit offer to Liverpool City Council for RZ-8/2020, 10 Orange Grove Road, Warwick Farm.

Following on from the finalisation of advice from the Liverpool Local Planning Panel, we are pleased to update our previous offer from 30 October 2020.

It is still our intention to provide the benefit via a formal amendment to the existing Planning Agreement that is in force between LCC and Gazcorp covering the MegaCenta Site, the Grove Liverpool, Orange Grove Road, Warwick Farm (VPA); in connection with Amendment 61 to the Liverpool LEP 2008.

Gazcorp proposes to update the following:

- Include Lot 23 DP 1190437 together with the whole of Lot 101 DP 1043160 as land that is subject to the VPA.
- Replace the use of the definition 'Shop' with 'Shop and Business Premises' throughout the VPA as it relates to Lot 101 DP 1043160, and insert a new definition for 'Business Premises' drawn from the Dictionary of the LEP.
- Update all relevant definitions and clauses to ensure that a 3% Monetary Contribution applies to the additional 2,000 square metres of 'Retail Premises' that is proposed on Lot 23 DP 1190437. It is important that a new definition for 'Retail Premises' drawn from the Dictionary of the LEP only relates to Lot 23 DP 1190437.

For the avoidance of doubt, the intention of the three amendments listed above is to ensure that the 3% monetary contribution that is payable subject to Clause 6 of the VPA, will now apply to both the Shop and Business Premises uses on Lot 101 DP 1043160, as well as the additional 2,000 square metres of Retail Premises being requested on Lot 23 DP 1190437.

Please let us know if this proposed updated offer is, in principle, acceptable to LCC.

We look forward to working closely with LCC in achieving a well-considered Retail Centre Precinct that adds to the character and vibrancy of the Liverpool City area.

Yours Sincerely,



Nicholas Gazal
Director

Explanatory Memorandum – Planning Agreement
MegaCenta Site
Orange Grove Road, Warwick Farm

Explanatory Note - Environmental Planning and Assessment Regulation 2000 (Clause 25E)

1. Introduction

Clause 25E of the *Environmental Planning and Assessment Regulation 2000* (NSW) (the **Regulation**) requires a planning authority proposing to enter into a voluntary planning agreement under Section 93F of the *Environmental Planning and Assessment Act 1979* (NSW) (the **Act**) to prepare an Explanatory Note about the Planning Agreement.

This Explanatory Note relates to the Planning Agreement proposed to be entered into by the parties described below in respect of land located at Orange Grove Road at Warwick Farm.

This Explanatory Note has been prepared jointly by the parties as required by clause 25E of the Regulation.

This Explanatory Note is not to be used to assist in construing the Planning Agreement.

2. Parties

The parties to the Planning Agreement are:

- (a) Liverpool City Council (**Council**); and
- (b) Gazcorp Pty Ltd (ABN 41 001 696 073) (the **Developer**).

3. Background

The Planning Agreement relates to Lots 101 DP 1043160 and Lot 23 DP 1190437 (**Land**).

The registered proprietors of the Land are:

- Lot 101 DP1043160 - The Grove Investments Pty Ltd ATF The Grove Liverpool Unit Trust, ABN 57 620 787 715; and
- Lot 23 DP1190437 - Fashion Spree Investments Pty Ltd ATF Fashion Spree Unit Trust, ABN 55 620 787 326.

The registered proprietors of the Land are wholly owned entities of the Developer.

Initial Planning Proposal

In March 2015, the Developer lodged the initial Planning Proposal with respect to the Land with Council.

On 16 December 2015, Council resolved to:

- (a) support the Planning Proposal to permit shops as an additional permitted use within the Liverpool Local Environmental Plan 2008 (**LEP**) up to a maximum GFA of 21,000 square metres on the Land.
- (b) forward the Planning Proposal to the Department of Planning and Environment seeking Gateway pursuant to section 56 of the Act.

On 18 November 2016, the Department of Planning and Environment determined that the Planning Proposal should proceed, subject to the conditions in the Gateway Determination.

Explanatory Memorandum – Planning Agreement
 MegaCenta Site
 Orange Grove Road, Warwick Farm

An updated Planning Proposal was lodged with Council in February 2017 to in accordance with the Gateway Determination (**Updated Planning Proposal**).

At its Ordinary Meeting on 16 December 2015, Council resolved to forward the Updated Planning Proposal to the Department of Industry and Environment (**DPIE**) for a Gateway Determination and public exhibition. The Updated Planning Proposal proceeded to public exhibition, and a post-exhibition report was presented to Council on 28 February 2018. Amendment 61 to the LEP was gazetted on 2 August 2019. On 8 February 2017, the Developer offered to enter into a Planning Agreement with Council to ensure an appropriate contribution is made towards public infrastructure if the Updated Planning Proposal is approved and the LEP is amended accordingly. This offer was further clarified in a letter from JBA on behalf of the Developer to Council dated 22 June 2017.

The Planning Agreement between Council and the Developer was prepared executed in relation to Amendment 61 to the LEP. It anticipated that any development subsequently carried out after that amendment was likely to increase the demand for the provision of public facilities. Accordingly, the Developer offered to make development contributions by way of a monetary contribution and to undertake substantial road upgrade works to ensure that the Warwick Farm area benefits from the increased demand and is not burdened by it.

Further Planning Proposal

On 7 September 2020, Council received a request to prepare a planning proposal on behalf of the Developer for the Land. An updated planning proposal request with supporting documentation was submitted to Council on 5 November 2020 following a request for additional information.

Following receipt of the updated planning proposal request, on 20 May 2021 Council lodged a planning proposal with DPIE which sought to amend the LEP to:

- a. include business premises as an additional permitted use under Schedule 1, Clause 24 as it applies to the 'Homemaker Centre' site at 10 Orange Grove Road, Warwick Farm (Lot 101 DP 1043160); and
- b. increase the current cap on retail premises under Schedule 1, Clause 21 from 19,000sqm to 21,000sqm and change the legal description so that the subject clause would apply to the 'Fashion Spree' site at 5 Viscount Place, Warwick Farm (Lot 23 DP 1190437),

(Further Planning Proposal)

On 1 July 2021, a Gateway Determination was issued in relation to the Further Planning Proposal.

If the Further Planning Proposal is approved and the LEP is amended as anticipated, the Developer has offered to make development contributions by way of a monetary contribution to continue ensuring that the Warwick Farm area benefits from the increased demand and is not burdened by it.

On 13 April 2021, the Developer offered to amend the Planning Agreement if the amendments sought to the LEP in accordance with the Further Planning Proposal are made.

This explanatory memorandum sets out the terms of the Planning Agreement as it will operate following the proposed amendment.

4. Land and Development to which the Planning Agreement will apply

The Planning Agreement applies to the Land, being part of Lot 101 DP 1043160 and part of Lot 23 DP1190437.

Explanatory Memorandum – Planning Agreement
MegaCenta Site
Orange Grove Road, Warwick Farm



Figure 1

The Planning Agreement will apply to:

- (a) The development of the identified part of Lot 101 DP 1043160 for the purposes of Shops and Business Premises having an aggregate of 21,000 square metres (**Development**); and
- (b) the development of the identified part of Lot 23 DP 1190437 for the purposes of additional Retail Premises up to 2000 square metres GFA (beyond the 19,000 square metres of GFA permissible prior to the Further Planning Proposal) (**Further Development**).

5. Summary of Objectives, Nature and Effect of the Planning Agreement

Objective

The objective of the Planning Agreement is for the Developer to deliver the following Development Contributions:

- (c) monetary contributions:
 - (i) in relation to development for Shops and Business Premises on part of Lot 101 DP 1043160, equal to the greater of 3% of the capital investment value of the development or \$100 x 21,000 (**Monetary Contribution for the Development**); and

Explanatory Memorandum – Planning Agreement
 MegaCenta Site
 Orange Grove Road, Warwick Farm

- (ii) in relation to development for Retail Premises on the part of Lot 101 DP 1043160 and the part of Lot 23 in DP1190437, equal to the greater of 3% of the capital investment value of that part of the development or \$100 x 2,000 (**Monetary Contribution for the Further Development**).
- (d) a monetary contribution to Council to reimburse Council for the acquisition of land north of the intersection of Homepride Avenue and Lawrence Hargrave Road (**Homepride Avenue Land**), which is to be acquired for a public purpose (**Homepride Monetary Contribution**).
- (e) roadworks comprising:
 - (i) rehabilitation of the road surface and construction of a pedestrian access on the Homepride Avenue Land;
 - (ii) construction of a slip lane on the north approach to the signalised intersection of Orange Grove Road and Viscount Place, including the dedication to RMS at no cost any land required to accommodate the provision of this slip lane;
 - (iii) an extension of the dual right turn lanes on the south approach to the signalised intersection of Orange Grove Road and Viscount Place to 120 (adjacent median) and 180 metres (adjacent through lane); and
 - (iv) extension of the existing right turn storage bay on the east approach to Homepride Avenue within the constraints of the existing Hume Highway corridor,
 (collectively referred to as the **Access Upgrades**).

Under the Planning Agreement, the Developer agrees to pay Monetary Contribution for the Development and the Monetary Contribution for the Further Development to Council, in accordance with Clause 6 of the Planning Agreement, prior to the release of an Occupation Certificate for the relevant part of the development.

Under the Planning Agreement, the Developer agrees to pay Homepride Monetary Contribution as follows:

- (a) If Council acquires the Homepride Avenue Land by private treaty, then the Developer must pay Homepride Monetary Contribution on the later of:
 - (i) completion of that acquisition by Council; and
 - (ii) five (5) business days after Council provides written notice to the Developer of the amount required to be paid.
- (b) If Council acquires the Homepride Avenue Land by Compulsory Acquisition, then the Developer must pay Homepride Monetary Contribution on the later of:
 - (i) the date on which Council is required to make payment of compensation on account of that acquisition; and
 - (ii) five (5) business days after Council provides written notice to the Developer of the amount required to be paid.

Homepride Monetary Contribution will not be required to be made by the Developer if the Homepride Avenue Land is dedicated to Council as a public road (by the Developer or otherwise) without any obligation on Council to make any payments contained within the definition of *Homepride Avenue Land Payment* contained in Schedule 3 of the Planning Agreement.

The Developer agrees to provide Council with a bank guarantee as security for payment of all monetary contributions in accordance with clause 7.3 and clause 11.2 of the Planning Agreement.

Explanatory Memorandum – Planning Agreement
 MegaCenta Site
 Orange Grove Road, Warwick Farm

Nature

The Planning Agreement excludes the application of section 7.11 and section 7.12 of the Act to the Development and the Further Development and no further development contributions will be levied on that development under those sections of the Act, including in the circumstances where a section 7.11, or 7.12, plan is adopted by Council at a future time.

The Planning Agreement does not exclude the application of section 7.24 of the Act to the Development or the Further Development.

The Planning Agreement does not apply to, and therefore does not require contributions in relation to, the fitout of shops, business premises or retail premises on the Land or any redevelopment of the bulky goods premises or other uses currently permissible in the B5 zoned areas of the Land. The B5 zoned areas of the Land will be subject to any applicable plan prepared pursuant to Section 7.11 or 7.12 of the Act.

Effect

Council will use the Monetary Contribution for the Development and the Monetary Contribution for the Further Development to contribute to the upgrade of roads in the Warwick Farm area. The Homepride Monetary Contribution is to compensate Council for any costs incurred by Council in relation to the acquisition of the Homepride Avenue Land, at such a time when the acquisition takes place. The Developer will undertake the Access Upgrades at no cost to Council, by the times specified in Schedule 5 of the Planning Agreement.

These contributions will result in not only greater public amenity in the general Liverpool area, but will allow for safer access for vehicles and pedestrians on the roads around the Land, assisting many members of the public, including people who live in the area, people visiting the proposed development, or people who travel through the area to other destinations. This is particularly the case along Homepride Avenue where a large section of the road does not currently contain a pedestrian path and is therefore unsafe for pedestrians. The purchase of the Homepride Avenue Land and the subsequent Access Upgrades will also ensure that the public has unfettered access to Dwyer Oval to the east of the Land.

An important object of the Act is to encourage the promotion and co-ordination of the orderly and economic use and development of land. This Planning Agreement, the Monetary Contributions it allows for and the Access Upgrades which will be carried out promote this object by ensuring that:

- (a) the retail opportunities provided by the development are accessible by the people who will require access, which will not only include the customers but also the business owners;
- (b) access to the development is safe and efficient to all visitors;
- (c) access around the development is safe and efficient to all vehicles and pedestrians; and
- (d) the existing character the suburb will not be negatively impacted by the increased road and foot traffic around the development.

6. Assessment of the Merits of the Planning Agreement

The Planning Purposes Served by the Draft Planning Agreement

In accordance with section 7.4(2) of the Environmental Planning and Assessment Act 1979, the Planning Agreement facilitates the following public purposes:

- (a) the provision of (or the recoupment of the cost of providing) public amenities or public services;

Explanatory Memorandum – Planning Agreement
 MegaCenta Site
 Orange Grove Road, Warwick Farm

- (b) the provision of (or the recoupment of the cost of providing) transport or other infrastructure relating to land;
- (c) the funding of recurrent expenditure relating to the provision of public amenities or public services, affordable housing or transport or other infrastructure; and
- (d) the monitoring of the planning impacts of development.

The Planning Agreement is in line with acceptability test in clause 5.2 of Councils Planning Agreement Policy 2019 in that it:

- (a) allows for the proper planning purposes of upgrading a public road and associated footpath;
- (b) provides for public benefits in relation to the development, in that the Homepride Avenue Land on which the Access Upgrades will be carried out are adjacent to the development;
- (c) produces outcomes that meet the general values and expectations of the public and protect the overall public interest in ensuring that public thoroughfare safety is improved and is not negatively impacted by the development, and that the public are able to safely access the development and Dwyer Oval;
- (d) provides for a reasonable means of achieving and securing the benefits proposed in that:
 - (i) Monetary Contribution for the Development and the Monetary Contribution for the Further Development can be used by Council as it sees fit to improve public infrastructure in the Liverpool area;
 - (ii) Homepride Monetary Contribution ensures that Gazcorp will compensate Council for the monies paid to purchase land necessary for the provision of a public road; and
 - (iii) The Access Upgrades will ensure that the Homepride Avenue is upgraded in such a way that public will have safe and easy access to and around the Land; and
- (e) protects the public against unreasonable, adverse environmental or amenity impacts by ensuring public thoroughfare is not negatively impacted by the development, and that the public is able to access the development safely.

How the Draft Planning Agreement Promotes the Public Interest

The public interest is promoted by the provision to Council of funds which it will apply toward the upgrade of local and regional roads in the Warwick Farm area and the purchase of the Homepride Avenue Land on which the Developer will carry out part of the Access Upgrades.

The development will operate to provide increased retail opportunities for businesses and consumers in the Warwick Farm area, which is a matter of public interest and provides a significant public benefit.

This increased road and foot traffic as a result of the development would be better serviced by the Access Upgrade, which will:

- (a) ensure that access to the development is quick, safe and easy for vehicles and pedestrians;
- (b) ensure traffic travelling past the site is not negatively impacted by the increase in visitors to the area, and that travelling past the development is quick, safe and easy for vehicles and pedestrians; and
- (c) encourage business within the development due to ease of access.

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The Monetary Contributions proposed to be made and Access Upgrade works proposed to be conducted by the Developer are intended to positively affect the economic and social wellbeing and provide a public benefit to the suburb of Warwick Farm and the wider Liverpool area.

Both residents and visitors will benefit from the Monetary Contributions and Access Upgrades under this Planning Agreement, ensuring that the Warwick Farm and greater Liverpool area is an active, vibrant community.

How the Draft Planning Agreement Promotes the Objects of the Environmental Planning and Assessment Act, 1979 (EP&A Act)

The provision of the Monetary Contributions and the Access Upgrade works required under the Planning Agreement will promote the objects of the Act, in particular:

- (a) (5) (a) (i) "the proper management, development and conservation of natural and artificial resources, including agricultural land, natural areas, forests, minerals, water, cities, towns and villages for the purpose of promoting the social and economic welfare of the community and a better environment"; and
- (b) (5) (a) (ii) "the promotion and co-ordination of the orderly and economic use and development of land".

How the Planning Agreement promotes elements of the Council's charter under section 8 of the Local Government Act, 1993

The Planning Agreement promotes a number of the Guiding Principles for Councils under section 8A of the Local Government Act 1993 (NSW), as follows:

- (a) This Explanatory Note is prepared for the purposes of keeping the local community and the State government (and through it, the wider community) informed about its activities and to ensure that its decision-making is transparent.
- (b) To manage lands and other assets so that current and future local community needs can be met in an affordable way which provides the best possible value for residents and ratepayers.
- (c) To act fairly, ethically and without bias in the interests of the local community
- (d) To provide directly or on behalf of other levels of government, after due consultation, adequate, equitable and appropriate services and facilities for the community and to ensure that those services and facilities are managed efficiently and effectively.
- (e) To recognise diverse local community needs and interests.
- (f) To have regard to the long term and cumulative effects of its decisions on future generations.
- (g) To bear in mind that it is the custodian and trustee of public assets and to effectively plan for, account for and manage the assets for which it is responsible.
- (h) To engage in long-term strategic planning on behalf of the local community.
- (i) To promote the public interest by committing the Developer to make contribution towards local infrastructure.

Conformity with the Council's Capital Works Program for 2017- 2022

The Planning Agreement is not inconsistent with the Council's Capital Works Program, contained in the Delivery Program 2017 – 2022 & Operational Plan 2021 – 2022.

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 MegaCenta Site
 Orange Grove Road, Warwick Farm

Whether the Agreement specifies that certain requirements of the Agreement must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued

An Occupation Certificate for the development on the part of Lot 101 DP 1043160 as shown coloured green on Key Sites Map 10 of the LEP (**Development Land**) may not be issued unless and until the following has occurred:

- (a) If Homepride Monetary Contribution is required to be paid, Homepride Monetary Contribution has been made; and
- (b) Monetary Contribution for the Development has been paid.

An Occupation Certificate for the development on the part of Lot 101 DP 1043160 and the part of Lot 23 in DP1190437 as shown coloured light purple on Key Sites Map 10 of the LEP (**Further Development Land**) may not be issued unless and until the Monetary Contribution for the Further Development has been paid.

In addition, prior to the issue of an Occupation Certificate for the development on the Development Land, the Developer must complete part of the Access Upgrades being the:

- (a) construction of a slip lane on the north approach to the signalised intersection of Orange Grove Road and Viscount Place and an extension of the dual right turn lanes on the south approach; and
- (b) extension of the existing right turn storage bay on the east approach to Homepride Avenue within the constraints of the existing Hume Highway corridor.

Prior to the issue of a Construction Certificate for the Development on the Development Land, the Developer must provide to Council two (2) bank guarantees as follows:

- (a) For an amount equal to Monetary Contribution for the Development; and
- (b) For an amount equal to the sum of the Contribution Values specified for the Access Upgrades in Schedule 5 of the Planning Agreement.

A bank guarantee for the Monetary Contribution for the Further Development is required prior to the issue of a Construction Certificate for that development.

THIS EXPLANATORY NOTE IS NOT TO BE USED TO ASSIST IN CONSTRUING THE PLANNING AGREEMENT

Planning Agreement

MegaCenta Site, Orange Grove Road, Warwick Farm

Liverpool City Council (ABN 84 181 182 471) (**Council**)

Gazcorp Pty Ltd (ABN 41 001 696 073) (**Developer**)

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Planning Agreement

MegaCenta Site, the Grove Liverpool

Orange Grove Road, Warwick Farm

Parties

Council	Name	Liverpool City Council
	Address	Ground Floor 33 Moore Street LIVERPOOL NSW 2170
	ABN	84 181 182 471
	Telephone	(02) 9821 9222
	Facsimile	(02) 9821 9333
	Email	gm@liverpool.nsw.gov.au
	Representative / Contact	General Manager
Developer	Name	Gazcorp Pty Ltd
	Address	Level 10, 60 Park Street, Sydney NSW 2000
	ABN	41 001 696 073
	Telephone	02 9817 7488
	Facsimile	02 9879 0341
	Email	nicholas@gazcorp.com
	Representative / Contact	Nicholas Gazal

Background

- A** The registered proprietors of the Land are:
- a. Lot 101 DP 1043160 - The Grove Investments Pty Ltd ATF The Grove Liverpool Unit Trust, ABN 57 620 787 715; and
 - b. Lot 23 DP 1190437 - Fashion Spree Investments Pty Ltd ATF Fashion Spree Unit Trust, ABN 55 620 787 326.
- B** The registered proprietors of the Land are wholly owned subsidiaries of the Developer.
- C** In March 2015, the Developer lodged the Initial Planning Proposal with Council.
- D** On 18 November 2016, the Department of Planning and Environment determined the planning proposal should proceed, subject to the conditions in the Gateway Determination.
- E** The Updated Planning Proposal was lodged with Council in February 2017 in accordance with the Gateway Determination.
- F** LEP Amendment 61 was published on 2 August 2019 to give effect to the Updated Planning Proposal.
- G** On 5 November 2020 the Developer lodged the Further Planning Proposal with Council.
- H** On 13 April 2021, the Developer sent to Council an amended public benefit offer in relation to amendments sought to the LEP pursuant to the Further Planning Proposal.
- I** On 1 July 2021, a gateway determination was issued in relation to the Further Planning Proposal, allowing the LEP to be amended as follows:
- a. include Business Premises as an additional permitted use under Schedule 1, Clause 24 as it applies to the 'Homemaker Centre' site at 10 Orange Grove Road, Warwick Farm (Lot 101 DP 1043160).
 - b. increase the current cap on Retail Premises under Schedule 1, Clause 21 from 19,000sqm to 21,000sqm and change the legal description so that the subject clause would apply to the 'Fashion Spree' site at 5 Viscount Place, Warwick Farm (Lot 23 DP 1190437).
- J** If the Instrument Change occurs, any development subsequently carried out is likely to increase the demand for the provision of public facilities.
- K** As a consequence of the matters set out above, the Developer has offered to provide the Development Contributions on, and subject to, the terms set out in this Planning Agreement if the Instrument Change occurs.

Operative provisions

1 Agreement

The agreement of the parties is set out in the Operative Provisions of this Planning Agreement, in consideration of, among other things, the mutual promises contained in this Planning Agreement.

2 Definitions and interpretation

2.1 Defined terms

In this Planning Agreement, words beginning with a capital letter that are defined in Part 1 of Schedule 4 have the meaning ascribed to them in that schedule.

2.2 Interpretation

The interpretational rules contained in Part 2 of Schedule 4 apply in the interpretation of this Planning Agreement.

3 Application and operation of Planning Agreement

3.1 Application

This Planning Agreement applies to both the Land, the Development and the Further Development.

3.2 Planning Agreement

This Planning Agreement is a planning agreement:

- (1) within the meaning set out in s7.4 of the Act; and
- (2) governed by Subdivision 2 of Division 7.1 of Part 7 of the Act.

3.3 Commencement

The Planning Agreement operates, and becomes legally binding on both parties if:

- (1) the Planning Agreement is entered into as required by clause 25C(1) of the Regulation; and
- (2) the Council executes this Deed.

4 Application of s7.11 & s7.12 & 7.24

4.1 Application

- (a) This Planning Agreement excludes the application of section 7.11 and section 7.12 of the Act to the Development and the Further Development.
- (b) For the avoidance of doubt, section 7.11 and section 7.12 of the Act continue to apply to all development of the Land, other than the Development and the Further Development.
- (c) Planning Agreement does not exclude the application of section 7.24 of the Act to the Development or the Further Development.

4.2 Consideration of Benefits

Section 7.11(6) of the Act does not apply to any contributions that are to be carried out or provided pursuant to this Planning Agreement.

5 Registration of this Planning Agreement

5.1 Registration of this Planning Agreement

The Developer acknowledges and agrees that:

- (1) this Planning Agreement must be registered on the title to the Land pursuant to section 7.6 of the Act; and
- (2) subject to clause 5.2, Council will undertake that registration at the cost of the Developer.

5.2 Obligations of Developers

- (1) The Developer, at its own expense, will promptly after this Planning Agreement comes into operation, take all practical steps, and otherwise do anything that the Council reasonably requires, to procure:
 - (a) the consent of each person who:
 - (i) has an estate or interest in the Land; or

- (ii) is seized or possessed of an estate or interest in the Land; and
- (b) the execution of any documents; and
- (c) the production of the relevant duplicate certificates of title,

to enable the registration of this Planning Agreement in accordance with clause 4.1.

- (2) The Developer, at its own expense, will take all practical steps, and otherwise do anything that the Council reasonably requires:
 - (a) to allow the lodgement of this Planning Agreement with the Registrar-General as soon as reasonably practicable after this Planning Agreement comes into operation but in any event, no later than sixty (60) business days after that date; and
 - (b) to allow the registration of this Planning Agreement by the Registrar-General in the relevant folios of the Register for the Land as soon as reasonably practicable after this Planning Agreement is lodged for registration.

5.3 Caveat

- (1) The Developer acknowledges and agree that:
 - (a) when this Planning Agreement is executed by the Developer, the Council is deemed to have acquired, and the Developer is deemed to have granted, an equitable estate and interest in the Land for the purposes of s74F(1) of the *Real Property Act 1900* (NSW) and consequently the Council will have a sufficient interest in the Land in respect of which to lodge with the LPI a caveat notifying that interest; and
 - (b) it will not object to the Council lodging a caveat in the relevant folio of the Register for the Land nor will it seek to remove any caveat lodged by the Council provided the caveat does not prevent registration of any dealing or plan other than a transfer.
- (2) The Council must, at the Developer's cost, register at the LPI a withdrawal of any caveat in respect of the Land within five (5) business days after this Planning Agreement is registered on the title of the Land and must not lodge any other caveats on the titles to any of the Land, providing the withdrawal of the caveat will only apply in respect of such parts of the Land in respect of which registration of this Planning Agreement is procured.

5.4 Discharge from the Register

The Council will provide a release and discharge of this Planning Agreement so that it may be removed from the folios of the Register for the Land (or any part of it) when the obligations under this Planning Agreement have been satisfied or terminated, or if the Planning Agreement is terminated or rescinded.

6 Monetary Contributions

6.1 Monetary Contribution

- (1) Prior to the issue of the first Occupation Certificate for the Development or any part of the Development, the Developer must pay to Council a Monetary Contribution for the Development calculated as the greater of the following:
 - (a) $MC = CIV \times 3\%$
where:
MC = the Monetary Contribution; and
CIV = Agreed Capital Investment Value for the whole of the Development (regardless of whether Development Consents have been granted for all of the

- Development) agreed between the parties or determined in accordance with this clause 6.1; and
- (b) $MC = SQMF \times \$100$
where
MC = the Monetary Contribution; and
SQMF = 21,000 sqm.
- (2) Prior to the issue of the first Occupation Certificate for the Further Development or any part of the Further Development, the Developer must pay to Council a Monetary Contribution for the Further Development calculated as the greater of the following:
- (a) $MC = CIV \times 3\%$
where:
MC = the Monetary Contribution; and
CIV = Agreed Capital Investment Value for the whole of the Further Development (regardless of whether Development Consents have been granted for all of the Further Development) agreed between the parties or determined in accordance with this clause 6.1; and
- (b) $MC = SQMF \times \$100$
where
MC = the Monetary Contribution; and
SQMF = 2,000 sqm.
- (3) For the purpose of determining the Agreed Capital Investment Value of the Development and the Further Development, respectively, the Developer must submit to Council:
- (a) the Capital Investment Value it proposes; and
(b) a report from a Quantity Surveyor supporting that value.
- (4) Within twenty (20) business days of receiving the Capital Investment Value proposed by the Developer under paragraph (3) of this clause Council may advise the Developer in writing:
- (a) that it accepts the proposed Capital Investment Value, in which case that will be the Agreed Capital Investment Value; or
(b) that it does not accept the proposed Capital Investment Value.
- (5) If Council fails to advise the Developer in accordance with paragraph (4) of this clause, then it is deemed to have accepted the Capital Investment Value proposed by the Developer as the Agreed Capital Investment Value.
- (6) If Council does not agree with the proposed Capital Investment Value submitted by the Developer under paragraph (3) of this clause it may commission a Quantity Surveyor to determine the Capital Investment Value. Council must provide its proposed Capital Investment Value to the Developer as soon as possible.
- (7) After receiving the Capital Investment Value proposed by Council, the Developer may:
- (a) advise Council that it accepts the proposed Capital Investment Value, in which case that will be the Agreed Capital Investment Value; or

- (b) refer the determination of the Capital Investment Value for dispute resolution under this Planning Agreement.
- (8) For the avoidance of any doubt:
 - (a) the Agreed Capital Investment Value of the Development and the Agreed Capital Investment Value of the Further Development are to be determined separately in accordance with the process outlined in paragraphs (3) – (7) of clause 6.1; and
 - (b) once the Monetary Contribution is paid in connection with the first Occupation Certificate for the Development in accordance with clause 6.1(1), no further Monetary Contribution is required to be paid under this agreement in connection with subsequent Occupation Certificates for the Development; and
 - (c) once the Monetary Contribution is paid in connection with the first Occupation Certificate for the Further Development in accordance with clause 6.1(2), no further Monetary Contribution is required to be paid under this agreement in connection with subsequent Occupation Certificates for the Further Development.
- (9) Council agrees that the Monetary Contribution made pursuant to clause 6.1 will be applied by Council towards works and amenities within the Liverpool City Centre and/or Warwick Farm precinct.

6.2 Monetary Contribution (Homepride Avenue Land Acquisition)

The Developer must make the Homepride Avenue Land Acquisition Payment to Council on and subject to the provisions of clause 7.

7 Homepride Avenue Land Acquisition

7.1 Acquisition of the Homepride Avenue Land

- (1) The Developer acknowledges that Council is under no obligation to acquire the Homepride Avenue Land; however it may choose to do so at its absolute discretion.
- (2) If Council acquires the Homepride Avenue Land by Compulsory Acquisition or private treaty, Council must serve a notice on the Developer to confirm that the acquisition has occurred.

7.2 Dedication of the Homepride Avenue Land

The Homepride Avenue Land Payment will not be required to be made if the Homepride Avenue Land is dedicated to Council as a public road (by the Developer or otherwise) without any obligation on Council to make any payments contained within the definition of *Homepride Avenue Land Payment* contained in **Schedule 4**.

7.3 Security

- (1) The Developer must provide Council with a bank guarantee from an Australian bank on account of the Homepride Avenue Land Payment in accordance with this clause 7.3.
- (2) If Council proposes to acquire the Homepride Avenue Land by private treaty, then it may serve notice on the Developer requiring the Developer to provide Council with a bank guarantee in an amount equal to the Council's then reasonable estimate of the Homepride Avenue Land Payment.
- (3) If Council proposes to acquire the Homepride Avenue Land by Compulsory Acquisition then, provided it has obtained the consent of the Minister and the Governor to publish an acquisition notice with respect to that land, it may serve notice on the Developer requiring the Developer to provide Council with a bank guarantee in an amount equal to the aggregate of:

- (a) one hundred and twenty per cent (120%) of the amount Council believes (supported by an independent valuer) it will be required to pay on account of the acquisition; and
 - (b) any reasonable costs likely to be incurred by Council in undertaking that acquisition.
- (4) The Developer must provide Council with a bank guarantee in accordance with this clause 7.3 within three (3) months of receiving a notice from Council under clause 7.3(2) or 7.3(3). In any event, the Developer must provide the bank guarantee required by this clause 7.3 prior to the grant of the Occupation Certificate for the Development.
 - (5) Council may immediately call on any bank guarantee provided under this clause 7.3 if the Developer fails to pay the Homepride Avenue Land Payment by the time required under this clause.
 - (6) If Council does not acquire the Homepride Avenue Land by Compulsory Acquisition or private treaty within five (5) years of the date on which the Developer provides the bank guarantee pursuant to clause 7.3(4), Council must return the bank guarantee. If however Council proceeds to acquire the Homepride Avenue Land by Compulsory Acquisition or private treaty following the return of the bank guarantee, the Developer agrees to provide Council with the security as outlined in clause 7.3(3) within three (3) months of receiving a notice from Council under clause 7.3(2) or 7.3(3).

7.4 Timing of payment

- (1) If Council acquires the Homepride Avenue Land by private treaty, then the Developer must pay the Homepride Avenue Land Payment on the later of:
 - (a) completion of that acquisition by Council; and
 - (b) five (5) business days after Council provides written notice to the Developer of the amount required to be paid.
- (2) If Council acquires the Homepride Avenue Land by Compulsory Acquisition, then the Developer must pay the Homepride Avenue Land Payment on the later of:
 - (a) the date on which Council is required to make payment of compensation to any relevant interested party on account of that acquisition; and
 - (b) five (5) business days after Council provides written notice to the Developer of the amount required to be paid.

8 Provision of Works

8.1 Obligations of the Developer

Subject to this Planning Agreement, the Developer, at its cost:

- (1) must Complete the Works in accordance with the table in **Schedule 5**;
- (2) must obtain any form of consent required by a relevant Authority for the construction and use of the Works;
- (3) must submit to Council a concept design for the Works, and obtain the approval of Council to that concept design, prior to the issue of a Construction Certificate for the Development; and
- (4) at the time of submitting the concept design for the Works to Council, must submit the proposed costing of the Works to Council. If Council does not agree with the proposed costing of the Works put forward by the Developer it must issue a notice stating the reasons why Council does not accept the Developer's proposed costing and must

propose alternative costing within 14 days of receiving the proposed costing of the Works from the Developer. The Developer within 14 days of receiving Council's notice, must either accept Council's alternative costing or provide a notice to Council that Council's alternative costing is not accepted. If the Developer issues a notice that Council's alternative costing is not accepted, the parties agree to refer the matter for expert determination pursuant to clause 13.6.

8.2 Commencement of Works

The obligation to undertake the Works will commence as outlined in Schedule 5.

8.3 Deferral of Works

- (1) This clause only applies after the date on which the obligation to undertake the Works has commenced pursuant to clause 8.2.
- (2) Notwithstanding any other provision of this Planning Agreement, if the Developer forms the view at any time, that it is unable to Complete the Works (**Deferred Works**) by the time required under this Planning Agreement, then the Developer may seek Council's approval to defer the Works by providing written notice to the Council:
 - (a) identifying why it is unable to complete those Works; and
 - (b) identifying the anticipated time for Completion of the Works.
- (3) The Council, acting reasonably, must give the Developer a written notice within twenty (20) business days of the date upon which the Developer serves written notice upon Council in accordance with paragraph (1) of this clause stating:
 - (a) whether or not it consents to the deferral of the Deferred Works;
 - (b) the revised date for Completion required by Council; and
 - (c) any reasonable conditions Council requires with respect to the deferral (including any requirement for additional Security on account of that deferral, to the extent necessary to ensure that Council holds adequate security based on the then estimated cost to complete the relevant Works).
- (4) If the Council consents to the deferral of the Deferred Works, then the following applies:
 - (a) The Developer must comply with any conditions required by Council under paragraph (3) of this clause above.
 - (b) Provided the Developer satisfies those conditions, the Developer will not be considered to be in breach of this Planning Agreement as a result of a failure to achieve Completion of the relevant Deferred Works by the time for Completion specified in this Planning Agreement.
 - (c) The time for completion of the Deferred Works under this Planning Agreement is the revised date for Completion approved by Council.

8.4 Works-As-Executed-Plan

No later than forty (40) business days after the Works are Completed, the Developer must provide the Council with:

- (1) a full Works-As-Executed-Plan in respect of the Works; and
- (2) all appropriate certificates to verify that the Works have been carried out in accordance with relevant standards.

8.5 Failure to Complete the Works

- (1) The Developer must complete the Works outlined in **Schedule 5**.

- (2) If the Developer fails to comply with paragraph (1) of this clause, Council, without limiting any other avenues available to it, may complete the Works in which case all costs incurred by it in doing so are a liquidated debt owed to Council by the Developer.

8.6 Contribution Values

If the Developer's actual cost of carrying out the Works, including any costs incurred pursuant to this Planning Agreement, differs from the relevant Contribution Value, neither party is entitled to claim credit or reimbursement, as the case may be, for the difference.

8.7 Standard of Construction of Works

The Developer must construct and complete the Works:

- (1) in accordance with the requirements of, or consents issued by, any Authority;
- (2) in accordance with any Australian Standards applicable to works of the same nature as the Works; and
- (3) in a proper and workmanlike manner complying with current industry practice and standards relating to the Works.

8.8 Acceptance of Risk

Council accepts ownership, possession and control of the Works, upon the last to occur of:

- (1) completion of the Works in accordance with clause 9; and
- (2) Council becoming the owner of the land upon which the Works are undertaken.

9 Completion of Works

9.1 Completion Notice

The Developer must provide a Completion Notice to the Council when it considers it has completed the Works.

9.2 Council must inspect

The Council must inspect the Work set out in a Completion Notice within ten (10) business days of the receipt of that notice.

9.3 Notice by Council

Within the earlier of:

- (1) ten (10) business days of inspecting the Item of Work set out in a Completion Notice; and
 - (2) 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:
- (3) have been Completed; or
 - (4) have not been Completed (in Council's reasonable opinion), in which case the notice must also detail:
 - (a) those aspects of the relevant item which have not be Completed; and
 - (b) the work the Council requires the Developer to carry out in order to Complete the Works.

9.4 Deemed Completion

If the Council does not provide the Developer with notice in accordance with clause 9.3, the Work set out in the Completion Notice will be deemed to have been Completed on the date nominated in the Completion Notice.

9.5 Effect of Council notice

- (1) Where the Council serves notice on the Developer pursuant to clause 9.3(4) the Developer must:
 - (a) Complete that item in accordance with that notice within two (2) months from the date it is issued by the Council (or within such other time as is reasonable in the circumstances); or
 - (b) serve a notice on the Council that it disputes the matters set out in the notice.
- (2) Where the Developer:
 - (a) serves notice on the Council in accordance with paragraph (1)(b) of this clause the dispute resolution provisions of this Planning Agreement apply; or
 - (b) completes the Work in accordance with paragraph (1)(a) of this clause it must serve upon the Council a new Completion Notice for the Work it has Completed (**New Completion Notice**).
- (3) The provisions of clauses 9.2 to 9.5 (inclusive) apply to any New Completion Notice issued by the Developer.

10 Defects liability

10.1 Defects Notice

- (1) Where the Works are Complete but contain a material defect which:
 - (a) adversely affects the ordinary use and/or enjoyment of the Works; or
 - (b) will require maintenance or rectification works to be performed on it at some time in the future as a result of the existence of the defect,

(**Defect**) Council may, during the Defects Liability Period, issue a notice to the Developer (**Defects Notice**) concerning the Works.
- (2) A Defects Notice must contain the following information:
 - (a) the nature and extent of the Defect;
 - (b) the reasonable work Council requires the Developer to carry out in order to rectify the Defect; and
 - (c) the time within which the Defect must be rectified (which must be a reasonable time and not less than fourteen (14) days).

10.2 Developer to Rectify Defects

- (1) The Developer must rectify the Defects contained within a Defects Notice within the time set out in the Defects Notice as referred to in clause 10.1(2)(c).
- (2) The Developer must follow the procedure set out in clause 9 in respect of the completion of the rectification of any Defect.

10.3 Right of Council to Step-In

Council, at its absolute discretion, may enter upon any land which the Works are located for the purpose of rectifying a Defect set out in the Defects Notice where the Developer has failed to

comply with a Defects Notice but only after giving the Developer seven (7) days written notice of its intention to do so.

10.4 Consequence of Step-In

If Council elects to exercise the step-in rights granted to it under clause 10.3 then:

- (1) Council may:
 - (a) enter upon any part of the Land; and
 - (b) rectify the relevant Defects in accordance with the Defects Notice; and
- (2) the Developer must not impede or interfere with the Council in exercising those rights.

10.5 Costs of Council

Where Council exercises its step-in rights under clause 10.3 all costs incurred by Council in rectifying the relevant Defects may be claimed by Council as a liquidated debt owed by the Developer, except to the extent that such costs result from the negligence or mismanagement of Council in rectifying the relevant Defects and Council may also call on the Defects Security under clause 11 to the extent necessary to recover any such costs

11 Provision of Security

11.1 Restriction on the issue of an Occupation Certificate

- (1) An Occupation Certificate for the Development may not be issued unless and until the following has occurred:
 - (a) If the Homepride Avenue Land Payment is required to be paid, the Homepride Avenue Land Payment has been made.
 - (b) Monetary Contribution for the Development has been paid.
- (2) An Occupation Certificate for the Further Development may not be issued unless and until the Monetary Contribution for the Further Development has been paid.

11.2 Provision of Security for the Development

- (1) Subject to clause 11.4, the Developer must deliver to Council separate bank guarantees from an Australian Bank in favour of Council:
 - (a) prior to the issue of a Construction Certificate for the Development, for an amount equivalent to 100% of the sum of the Monetary Contribution for the Development as outlined in clause 6.1(a) of this Planning Agreement ;
 - (b) prior to the issue of a Construction Certificate for the Development, for the amount equivalent to 100% of the sum of the Contribution Value specified for the Works (**Works Security**); and
 - (c) security as outlined in clause 7.3,

(collectively referred to as the **Security**).
- (2) Council may retain 5% of the Works Security for the duration Defects Liability Period (**Defects Security**).

11.3 Provision of Security for the Further Development

- (1) Subject to clause 11.4, the Developer must deliver to Council separate bank guarantees from an Australian Bank in favour of Council prior to the issue of a Construction Certificate for the Further Development, for an amount equivalent to 100% of the sum of the Monetary Contribution for the Further Development as

outlined in clause 6.1(b) of this Planning Agreement (**Further Development Security**).

11.4 Replacement of Security

- (1) The Developer may replace any Security or Further Development Security provided by it at any time, provided that the amount of that replacement is not less than that which is required to be provided under this Planning Agreement.
- (2) On receipt of a replacement Security or Further Development Security, Council must immediately release the Security or Further Development Security being replaced and return it to the Developer.

11.5 Council may call on Security

- (1) If the Developer commits an Event of Default, Council, without limiting any other remedies available to it, may call on the Security or the Further Development Security provided by the Developer.
- (2) If Council calls on the Security or the Further Development Security, it may use the amount so paid to it in satisfaction of any costs incurred by it in remedying the relevant Event of Default.

11.6 Top up of Security

If Council calls on the Security or the Further Development 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 Council is entitled to hold at that time under this Planning Agreement.

11.7 Release of Works Security and Monetary Securities

Unless:

- (1) Council has made or intends to make a demand against any Security or Further Development Security provided by the Developer;
- (2) the Development Contributions on account of which that Security or Further Development Security was provided have not been made; or
- (3) the Developer is in breach of this Planning Agreement at the relevant time,

Council, upon a written request being made by the Developer, must return the Security and the Further Development Security (as the case may be) within ten (10) business days of such a request being made.

11.8 Release of Defects Security

Unless:

- (1) Council has made or intends to make a demand against the Defects Security provided by the Developer;
- (2) the relevant Defects Liability Period has not expired; or
- (3) the Developer is in breach of this Planning Agreement at the relevant time,

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.

11.9 Provision of Security

If the Developer is required to provide security to Council:

(1) under this Planning Agreement; and

(2) under a development consent,

with respect to the same Works, then the provision of security under the relevant development consent is deemed to be held under this Planning Agreement as well.

12 Indexation of value of Monetary Contribution

- (1) The Monetary Contribution required to be paid pursuant to clause 6.1 for the Development or the Further Development, as applicable, is to be increased (with the calculation to be made as from the date any such amount is determined under this Planning Agreement) in accordance with the following formula:

$$A = B \times \frac{C}{D}$$

D

where:

A = the indexed amount;

B = the relevant Monetary Contribution as set out in clause 6.1 of this Planning Agreement;

C = the Index most recently published before the date that the relevant payment or the calculation with respect to the Monetary Contribution is to be made; and

D = the Index most recently published before the date that the amount of that Monetary Contribution is determined.

If **A** is less than **B**, then the amount of the relevant Contribution Value and Monetary Contributions will not change.

- (2) The Developer, if requested to do so by Council from time to time, must ensure that any security held by Council in accordance with clause 11.2 and 11.3 at all times equals the indexed amount of the Monetary Contribution required to be paid by clause 6.1 from time to time.

13 Dispute Resolution

13.1 Notice of dispute

If a dispute or lack of certainty between the parties arises in connection with this Planning Agreement or its subject matter (a **dispute**), then either party (the **First Party**) must give to the other (the **Second Party**) a notice of dispute in writing adequately identifying and providing details of the dispute and designating as its representative a person to negotiate the dispute. The Second Party must, within five (5) Business Days of service of the notice of dispute, provide a notice to the First Party designating as its representative a person to negotiate the dispute (the representatives designated by the Parties being together, the **Representatives**).

13.2 Conduct pending resolution

The parties must continue to perform their respective obligations under this Planning Agreement if there is a dispute but will not be required to complete the matter the subject of the dispute, unless the appropriate party indemnifies the other relevant parties against costs, damages and all losses suffered in completing the disputed matter if the dispute is not resolved in favour of the indemnifying party.

13.3 Further steps required before proceedings

Subject to clauses 13.14 and 13.15 and except as otherwise expressly provided in this Planning Agreement, any dispute between the parties arising in connection with this Planning Agreement

or its subject matter must, as a condition precedent to the commencement of litigation, mediation under clause 13.5 or determination by an expert under clause 13.6, first be referred to the Representatives. The Representatives must endeavour to resolve the dispute within five (5) Business Days.

13.4 Disputes for mediation or expert determination

If the Representatives have not been able to resolve the dispute, then the parties must agree within five (5) Business Days to either refer the matter to mediation under clause 13.5 or expert resolution under clause 13.6.

13.5 Disputes for mediation

- (1) If the parties agree in accordance with clause 13.4 to refer the dispute to mediation, the mediation must be conducted by a mediator agreed by the parties and, if the parties cannot agree within five (5) Business Days, then by a mediator appointed by LEADR.
- (2) If the mediation referred to in paragraph (1) of this clause has not resulted in settlement of the dispute and has been terminated, the parties may agree to have the matter determined by expert determination under clause 13.10.

13.6 Choice of expert

- (1) If the parties agree to have the matter determined by expert determination, this clause 13.6 applies.
- (2) The dispute must be determined by an independent expert in the relevant field:
 - (a) agreed between and appointed jointly by the parties; or
 - (b) in the absence of agreement within five (5) Business Days after the date that the parties agree to have the matter determined by expert determination, appointed by the President or other senior officer for the time being of the body administering or expert in the relevant field.
- (3) If the parties fail to agree as to the relevant field within five (5) Business Days after the parties agree to have the matter determined by expert determination, either party may at any time refer the matter to the President of the New South Wales Bar Association (or the President's nominee) whose decision as to the relevant field is final and binding on the parties.
- (4) The expert appointed to determine a dispute must:
 - (a) have a technical understanding of the issues in dispute;
 - (b) not have a significantly greater understanding of one party's business, functions or operations which might allow the other side to construe this greater understanding as a bias; and
 - (c) inform the Parties before being appointed of the extent of the expert's understanding of each party's business or operations and, if that information indicates a possible bias, then that expert must not be appointed except with the written approval of the parties.
- (5) The parties must promptly enter into an agreement with the expert appointed under this clause 13.6 setting out the terms of the expert's determination and the fees payable to the expert.

13.7 Directions to expert

- (1) In reaching a determination in respect of a dispute under clause 13.6, the independent expert must give effect to the intent of the parties entering into this Planning Agreement and the purposes of this Planning Agreement.

- (2) The expert must:
- (a) act as an expert and not as an arbitrator;
 - (b) proceed in any manner as the expert thinks fit without being bound to observe the rules of natural justice or the rules of evidence;
 - (c) not accept verbal submissions unless both parties are present;
 - (d) on receipt of a written submission from one party, ensure that a copy of that submission is given promptly to the other party;
 - (e) take into consideration all documents, information and other material which the parties give the expert which the expert in its absolute discretion considers relevant to the determination of the dispute;
 - (f) not be expected or required to obtain or refer to any other documents, information or material (but may do so if the expert so wishes);
 - (g) issue a draft certificate stating the expert's intended determination (together with written reasons), giving each party ten (10) Business Days to make further submissions;
 - (h) issue a final certificate stating the expert's determination (together with written reasons); and
 - (i) act with expedition with a view to issuing the final certificate as soon as practicable.
- (3) The parties must comply with all directions given by the expert in relation to the resolution of the dispute and must within the time period specified by the expert, give the expert:
- (a) a short statement of facts;
 - (b) a description of the dispute; and
 - (c) any other documents, records or information which the expert requests.

13.8 Expert may commission reports

- (1) Subject to paragraph (2) of this clause:
- (a) the expert may commission the expert's own advisers or consultants (including lawyers, accountants, bankers, engineers, surveyors or other technical consultants) to provide information to assist the expert in making a determination; and
 - (b) the parties must indemnify the expert for the cost of those advisers or consultants in accordance with clause 13.6(5) of this agreement.
- (2) The parties must approve the costs of those advisers or consultants in writing prior to the expert engaging those advisers or consultants.

13.9 Expert may convene meetings

- (1) The expert must hold a meeting with all of the parties present to discuss the dispute. The meeting must be conducted in a manner which the expert considers appropriate. The meeting may be adjourned to, and resumed at, a later time in the expert's discretion.
- (2) The parties agree that a meeting under paragraph (1) of this clause is not a hearing and is not an arbitration.

13.10 Other courses of action

If:

- (1) the parties cannot agree in accordance with clause 13.4 to refer the matter to mediation or determination by an expert; or
- (2) the mediation referred to in clause 13.5 has not resulted in settlement of the dispute and has been terminated and the parties have not agreed to refer the matter to expert determination within five (5) Business Days after termination of the mediation;

then either party may take whatever course of action it deems appropriate for the purpose of resolving the dispute.

13.11 Confidentiality of information provided in dispute resolution process

- (1) The parties agree, and must procure that the mediator and the expert agrees as a condition of his or her appointment:
 - (a) subject to paragraph (b) of this clause, to keep confidential all documents, information and other material disclosed to them during or in relation to the mediation or expert determination;
 - (b) not to disclose any confidential documents, information and other material except:
 - (i) to a party or adviser or consultant who has signed a confidentiality undertaking; or
 - (ii) if required by Law to do so or State Government policy or local government policy or any listing rule; and
 - (c) not to use confidential documents, information or other material disclosed to them during or in relation to the mediation or expert determination for a purpose other than the mediation or expert determination.
- (2) The parties must keep confidential and must not disclose or rely upon or make the subject of a subpoena to give evidence or produce documents in any arbitral, judicial or other proceedings:
 - (a) views expressed or proposals or suggestions made by a party or the mediator or the expert during the expert determination or mediation relating to a possible settlement of the dispute;
 - (b) admissions or concessions made by a party during the mediation or expert determination in relation to the dispute; and
 - (c) information, documents or other material concerning the dispute which are disclosed by a party during the mediation or expert determination unless such information, documents or facts would be discoverable in judicial or arbitral proceedings.

13.12 Final determination of expert

The parties agree that the final determination by an expert will be final and binding upon them except in the case of fraud or misfeasance by the expert.

13.13 Costs

If any independent expert does not award costs, each party must contribute equally to the expert's costs in making the determination.

13.14 Remedies available under the Act

This clause 13 does not operate to limit the availability of any remedies available to Council under sections 123, 124 and 125 of the Act.

13.15 Urgent relief

This clause 13 does not prevent a party from seeking urgent injunctive or declaratory relief.

14 Breach

14.1 Breach Notice

If the Developer breaches this Planning Agreement, Council may serve a notice on the Developer (**Breach Notice**) specifying:

- (1) the nature and extent of the alleged breach;
- (2) if:
 - (a) the breach is capable of being rectified other than by the payment of compensation, what Council requires the Developer to do in order to rectify the breach; or
 - (b) the breach is not capable of being rectified other than by payment of compensation, the amount of compensation Council requires the Developer to pay in order to rectify the breach, and
- (3) the time within which Council requires the breach to be rectified, which must be a reasonable time of not less than forty (40) business days.

14.2 Events of Default

The Developer commits an "**Event of Default**" if it:

- (1) fails to comply with a Breach Notice; or
- (2) becomes subject to an Insolvency Event.

14.3 Consequences of Events of default

Where the Developer commits an Event of Default, Council may, in addition to any rights it has at Law or under this Planning Agreement, call on the Security to the extent of any compensation claimed in a Breach Notice and not paid by the Developer.

15 Termination, Rescission or Determination

15.1 Termination

- (1) This Planning Agreement terminates in the following events:
 - (a) The parties agree in writing to terminate the operation of this Planning Agreement at any time;
 - (b) Council serves notice on the Developer terminating this Planning Agreement where the Developer has failed to comply with a notice issued in accordance with clause 14.1.

15.2 Consequence of termination

Upon termination of this Planning Agreement:

- (1) all future rights and obligations of the parties are discharged; and
- (2) all pre-existing rights and obligations of the parties continue to subsist.

15.3 Determination

This Planning Agreement will determine upon the Developer satisfying all of the obligations imposed on it in full (including any contingent obligations and any obligations under clause 10).

15.4 Rescission

In the event that a change to the LEP or other environmental planning instrument is made so that Shops and/or Business Premises are no longer permissible on the Development Land or so that Retail Premises are no longer permissible on the Further Development Land prior to a Development Consent for the Development or Further Development being approved, either party may rescind this Planning Agreement by written notice to the other party to that effect.

16 Assignment and Dealings

9.1. Prohibition

The Developer must not Assign its rights under this Planning Agreement without the prior written consent of the Council.

9.2. Assignment of Land

The Developer must not transfer, assign or dispose of the whole or any part of its right, title or interest in the Land (present or future) or in the Development or Further Development to another person (Transferee), unless before it sells, transfers or disposes of that right, title or interest:

- (1) The Developer satisfies the Council, acting reasonably:
 - (a) that the proposed Transferee is financially capable of complying with the Developers' obligations under this Planning Agreement; and
 - (b) the Council's interests will not be diminished or fettered in any way;
- (2) The Transferee delivers to the Council a novation deed signed by the Transferee in a form and of such substance as is acceptable to the Council, containing provisions under which the Transferee agrees to comply with all the outstanding obligations of the Developer under this Planning Agreement;
- (3) Any default by the Developer under any provisions of this Planning Agreement have been remedied by the Developer or waived by the Council on such conditions as the Council may determine; and
- (4) The Developer and the Transferee pay the Council's reasonable costs in relation to the assignment.

17 Review and amendment of this Planning Agreement

17.1 Review

If either party requests a review of the whole or any part of this Planning Agreement then the parties must use their best endeavours, acting in good faith, to review the agreement in accordance with that request.

17.2 Amendment

If the parties agree to amend this Planning Agreement as a result of a review conducted under this clause 17.1 then any such amendment must be made:

- (1) in writing signed by all parties; and
- (2) subject to the provisions of the Act.

18 Administrative provisions

18.1 Planning Agreement not Confidential

The terms of this Planning Agreement are not confidential and this Planning Agreement may be treated as a public document and exhibited or reported without restriction by any party.

18.2 Approvals and Consent

The Parties acknowledge that:

- (1) except as otherwise set out in this Planning Agreement, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this Planning Agreement in that Party's absolute discretion and subject to any conditions determined by the Party;
- (2) a Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions;
- (3) this Planning Agreement does not impose any obligation on a consent authority to:
 - (a) grant development consent; or
 - (b) exercise any function under the Act in relation to a change in an environmental planning instrument.

18.3 Confidential information

- (1) Subject to clause 18.1 the parties acknowledge that:
 - (a) Confidential Information may have been supplied to some or all of the parties in the negotiations leading up to the making of this Planning Agreement; and
 - (b) the parties may disclose to each other further Confidential Information in connection with the subject matter of this Planning Agreement.
 - (c) subject to paragraphs (1) and (2) of this clause, each party agrees:
 - (A) not to disclose any Confidential Information received before or after the making of this Planning 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 Planning Agreement is kept confidential and protected against unauthorised use and access.
- (2) A party may disclose Confidential Information in the following circumstances:
 - (a) in order to comply with the Law, or the requirements of any Authority; or
 - (b) 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.
- (3) 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.

18.4 Cooperation

Each party must sign, execute and deliver all agreements, documents, instruments and act reasonably and effectively to carry out and give full effect to this Planning Agreement and the rights and obligations of the parties under it.

18.5 Counterparts

This Planning Agreement may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

18.6 Enforcement and Security

- (1) The obligation to pay the Monetary Contribution for the Development must be satisfied prior to the issue of an Occupation Certificate for any part of the Development.

- (2) The obligation to pay the Monetary Contribution for the Further Development must be satisfied prior to the issue of an Occupation Certificate for any part of the Further Development.
- (3) Without limiting any other remedies available to the Parties, this Planning Agreement may be enforced by any Party in any Court of competent jurisdiction.
- (4) Nothing in this Planning Agreement prevents:
 - (a) a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Planning Agreement or any matter to which this Planning Agreement relates; and
 - (b) the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Planning Agreement or any matter to which this Planning Agreement relates.

18.7 Entire agreement

This Planning Agreement is the entire agreement of the parties on the subject matter. All representations, communications and prior agreements in relation to the subject matter are merged in and superseded by this Planning Agreement.

18.8 Goods and Services Tax

- (1) Words and expressions which are not defined in this Planning Agreement but which have a defined meaning in the GST Law have the same meaning as in the GST Law.
- (2) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Planning Agreement are exclusive of GST.
- (3) If GST is imposed on any supply made under or in accordance with this Planning Agreement, the Developers must pay the GST or pay to the Council an amount equal to the GST payable on or for the taxable supply, whichever is appropriate in the circumstances.

18.9 Governing law

The law in force in the State of New South Wales governs this Planning Agreement. The parties:

- (1) submit to the exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeal from those courts in respect of any proceedings in connection with this Planning Agreement; and
- (2) may not seek to have any proceedings removed from the jurisdiction of New South Wales on the grounds of *forum non conveniens*.

18.10 Indemnity

The Developer indemnifies the Council, its employees, officers, agents, contractors and workmen from and against all Claims arising from the Developer performing any obligation under this Planning Agreement, except to the extent that the Claim is caused or occasioned by the Council or its employees, officers, agents, contractors and workmen.

18.11 Legal costs

- (1) The Developer agrees to pay or reimburse the reasonable legal costs and disbursements of Council of the negotiation, preparation, execution, and stamping of this Planning Agreement to an aggregate of fifteen thousand dollars (\$15,000.00) plus GST, within fourteen (14) days of receipt of a tax invoice from Council.
- (2) The Developer agrees to pay or reimburse the legal costs and disbursements of Council arising from the ongoing administration and enforcement of this agreement including any breach or default by the Developer of its obligations under this Planning Agreement.

- (3) The Developer agrees to pay or reimburse the advertising and exhibition costs of this Planning Agreement (carried out in accordance with the Act), within three business days after receipt of a notice from the Council as to the amount of those costs.

18.12 No fetter

Nothing in this Planning Agreement shall be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

18.13 No obligations

Nothing in this Planning Agreement will be deemed to impose any obligation on the Council to exercise any of its functions under the Act, in a particular manner or at all, in relation to the LEP Amendment 61, Further Draft LEP, the Land or the Development or Further Development.

18.14 Non merger

The warranties, conditions, covenants and other obligations in this Planning Agreement (and all other instruments annexed to, referred to, or executed in accordance with this Planning Agreement) which remain to be performed or a capable of having effect do not merge on and remain in full force and effect after this Planning Agreement ends unless expressly stated otherwise in this agreement.

18.15 Notices

- (1) Any notice, consent or other communication under this Planning Agreement must be in writing and signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and:
 - (a) delivered to that person's address;
 - (b) sent by pre-paid mail to that person's address;
 - (c) transmitted by facsimile to that person's address; or
 - (d) emailed to the person's email address.
- (2) The address details are to match that as given in this Planning Agreement.
- (3) A notice given to a person in accordance with this clause is treated as having been given and received:
 - (a) if delivered to a person's address, on the day of delivery if a Business Day, otherwise on the next Business Day;
 - (b) if sent by pre-paid mail, on the third Business Day after posting;
 - (c) if transmitted by facsimile to a person's address and a correct and complete transmission report is received, on the day of transmission if a Business Day, otherwise on the next Business Day; and
 - (d) if sent by email to a person's email address before close of a business day, the on the day of delivery at that person's email address if a Business Day, otherwise on the next Business Day.
- (4) For the purpose of this clause the address of a person is the address set out in this Planning Agreement or another address of which that person may from time to time give notice to each other person.

18.16 Obligation to act in good faith

The parties must at all times:

- (1) cooperate and use their best endeavours to profitably and professionally give effect to the rights and obligations of the parties set out in this Planning Agreement;

- (2) not unreasonably delay any action, approval, direction, determination or decision which is required of it;
- (3) make decisions that are required of it in good faith and in a manner consistent with the completion of the transactions set out in this Planning Agreement; and
- (4) be just and faithful in its activities and dealings with the other parties.

18.17 Power of Attorney

Each attorney who executes this Planning Agreement on behalf of a party declares that the attorney has no notice of:

- (1) the revocation or suspension of the power of attorney by the grantor; or
- (2) the death of the grantor.

18.18 Severability

- (1) The Parties acknowledge that under and by virtue of 7.4(4) of the Act, any provision of this Planning Agreement is not invalid by reason only that there is no connection between the Development and/or the Further Development and the object of the expenditure of any money required to be paid by that provision.
- (2) The Parties agree that to the extent permitted by Law, this Planning Agreement prevails to the extent of its inconsistency with any Law.
- (3) If a clause or part of a clause of this Planning Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.
- (4) If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Planning Agreement, but the rest of this Planning Agreement is not affected.
- (5) No provision of this Planning Agreement is intended to, or does, constitute any unlawful fetter on Council's powers as a statutory authority. If, contrary to the operation of this clause, any provision of this Planning Agreement is held by a court of competent jurisdiction to constitute an unlawful fetter on Council's powers, the parties agree:
 - (a) they will take all practical steps, including the execution of any further documents, to ensure the objective of this **clause 18.18** is substantially satisfied; and
 - (b) in the event that paragraph (a) of this clause cannot be achieved without giving rise to an unlawful fetter on Council's powers, the relevant provision is to be severed and the remainder of this agreement has full force and effect.
- (6) Where the Law permits the Council to contract out of a provision of that Law or gives the Council power to exercise a statutory or other power at Law, then if the Council has in this Planning Agreement contracted out of a provision or exercised that power under this Planning Agreement, then to that extent this Planning Agreement is not to be taken to be inconsistent with the Law.

18.19 Unenforceability

Any provision of this Planning Agreement which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid or enforceable, and is otherwise capable of being severed to the extent of the invalidity or enforceability, without affecting the remaining provisions of this Planning Agreement or affecting the validity or enforceability of that provision in any other jurisdiction.

18.20 Waiver

The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the parties to be bound by the waiver.

18.21 Warranties

The Developer warrants that:

- (1) the execution and delivery of this Planning Agreement and any instrument referred or annexed to it has been properly authorised by all necessary action;
 - (2) it has full power and lawful authority to execute and deliver this Planning Agreement and to consummate and perform or cause to be performed their obligations under this Planning Agreement;
 - (3) this Planning Agreement constitutes a legal, valid and binding obligation on it;
 - (4) it is able to fully comply with its obligations under this Planning Agreement;
 - (5) it has full capacity to enter into this Planning Agreement; and
 - (6) there is no legal impediment to it entering into this Planning Agreement, or performing the obligations imposed under it.
-

Schedule 1: Commercial details

Land	That part of Lot 101 DP 1043160 and part of Lot 23 DP 1190437 shown outlined in red in the plan attached as Annexure 1 .
LEP Amendment 61	<p>Amendment to the LEP which amends Schedule 1 of the LEP to permit Shops as an additional use up to a maximum GFA of 21,000 square metres on the Land as follows:</p> <p>(1) Inserting Clause 24 in Schedule 1 of the LEP</p> <p>24 Use of certain land at 10 Viscount Place, Warwick Farm</p> <p><i>(1) This clause applies to part of Lot 101, DP 1043160, 10 Viscount Place, Warwick Farm, as shown coloured green on the Key Sites Map.</i></p> <p><i>(2) Development for the purpose of shops is permitted with consent if the total gross floor area of shops on the site does not exceed 21,000m2.</i></p> <p>”, and</p> <p>(2) Amending the Key Site Map as shown in Figure 13 of the Updated Planning Proposal.</p>
Further Draft LEP	<p>Proposed amendment to the LEP to:</p> <ul style="list-style-type: none"> include <i>Business Premises</i> as an additional permitted use under Schedule 1, Clause 24 as it applies to the ‘Homemaker Centre’ site at 10 Orange Grove Road, Warwick Farm (Lot 101 DP 1043160). increase the current cap on <i>Retail Premises</i> under Schedule 1, Clause 21 from 19,000sqm to 21,000sqm and change the legal description so that the subject clause would apply to the ‘Fashion Spree’ site at 5 Viscount Place, Warwick Farm (Lot 23 DP 1190437).

Schedule 2:
Requirements under Section 7.4 of the Act

REQUIREMENT UNDER THE ACT	THIS PLANNING AGREEMENT
<p>Planning instrument and/or development application – (Section 7.4(1))</p> <p>The Developer has:</p> <p>(a) sought a change to an environmental planning instrument;</p> <p>(b) made, or proposes to make, a Development Application; or</p> <p>(c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.</p>	<p>(a) Yes</p> <p>(b) Yes</p> <p>(c) No</p>
<p>Description of land to which this Planning Agreement applies – (Section 7.4(3)(a))</p>	<p>That part of Lot 101 DP 1043160 and part of Lot 23 DP 1190437 as shown outlined in red in the plan attached as Annexure 1.</p>
<p>Description of change to the environmental planning instrument to which Planning Agreement applies – (Section 7.4(3)(b))</p>	<p>Amendment to the LEP which amends Schedule 1 of the LEP to permit Shops as an additional use up to a maximum GFA of 21,000 square metres on the Land as follows:</p> <p>(1) Inserting Clause 24 in Schedule 1 of the LEP:</p> <p>“24 Use of certain land at 10 Viscount Place, Warwick Farm</p> <p>(1) <i>This clause applies to part of Lot 101, DP 1043160, 10 Viscount Place, Warwick Farm, as shown coloured green on the Key Sites Map.</i></p> <p>(2) <i>Development for the purpose of shops is permitted with consent if the total gross floor area of shops on the site does not exceed 21,000m².</i>”</p> <p>(2) Amending the Key Site Map as shown in Figure 13 of the Updated Planning Proposal;</p> <p>and</p> <p>Proposed amendment to the LEP to:</p> <ul style="list-style-type: none"> include <i>business premises</i> as an additional permitted use under Schedule 1, Clause 24 as it applies to the ‘Homemaker Centre’ site at 10 Orange Grove Road, Warwick Farm (Lot 101 DP 1043160). increase the current cap on <i>retail premises</i> under Schedule 1, Clause 21 from 19,000sqm to 21,000sqm and change the legal description so

	that the subject clause would apply to the 'Fashion Spree' site at 5 Viscount Place, Warwick Farm (Lot 23 DP 1190437).
Application of section 7.11 of the Act – (Section 7.4(3)(d))	Section 7.11 is excluded from the Development and Further Development to the extent set out in clause 4.
Applicability of section 7.12 of the Act – (Section 7.4(3)(d))	Section 7.12 is excluded from the Development and Further Development to the extent set out in clause 4.
Applicability of section 7.24 of the Act – (Section 7.4(3)(d))	Section 7.24 is not excluded from the Development and the Further Development (see clause 4).
Mechanism for Dispute resolution – (Section 7.4(3)(f))	See clause 13 Dispute Resolution
Enforcement of this Planning Agreement (Section 7.4(3)(g))	See clauses 5 Registration and 11 Security
No obligation to grant consent or exercise functions – (Section 7.4(9))	See clause 18 Administrative Provisions

Schedule 3: Defined Terms and Interpretation

Part 1 - Definitions

Act	means the <i>Environmental Planning & Assessment Act 1979</i> (NSW).
Agreed Capital Investment Value	means the Capital Investment Value for the Development or the Further Development as agreed between the parties or determined pursuant to clause 6.1(1) and/or 6.1(2)
Assign	as the context requires refers to any assignment, sale, transfer, disposition, declaration of trust over or other assignment of a legal and/or beneficial interest.
Authority	means (as appropriate) any: <ol style="list-style-type: none"> (1) federal, state or local government; (2) department of any federal, state or local government; (3) any court or administrative tribunal; or (4) statutory corporation or regulatory body.
Business Premises	has the same meaning ascribed to that term in the LEP.
Capital Investment Value	means the capital investment value at the time of lodgement of a development application including the costs and expenses listed in sub-clause 25J(1) of the Regulation but excluding the costs and expenses listed in sub-clause 25J(3) of the Regulation.
Claim	against any person 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	with respect to the Works means that they have been completed to the standard required under this Planning Agreement to the satisfaction of Council, and Completed and Completion have a commensurate meaning.
Compulsory Acquisition	has the same meaning ascribed to that term in the <i>Land Acquisition (Just Terms Compensation) Act 1991</i> .
Completion Notice	means a notice setting out the Works that the Developer believes are complete and which is: <ol style="list-style-type: none"> (1) in writing; (2) issued by an Independent Engineer; and (3) contains an acknowledgement from the Independent Engineer that it is recognised that the Council relies upon the certification provided by that Engineer.
Confidential Information	means any information and all other knowledge at any time disclosed (whether in writing and orally) by the parties to each other, or acquired by the parties in relation to the other's activities or services which is not already in the public domain and which: <ol style="list-style-type: none"> (1) is by its nature confidential; (2) is designated, or marked, or stipulated by either party as confidential (whether in writing or otherwise); (3) any party knows or ought to know is confidential; or

	(4) is information which may be reasonably considered to be of a confidential nature.
Construction Certificate	has the same meaning ascribed to that term in the Act.
Contribution Value	means the "Contribution Value" specified in Schedule 5 .
Event of Default	has the meaning ascribed to it in clause 14.2.
Dealing, in relation to the Land	means, without limitation, selling, transferring, assigning, mortgaging, charging, encumbering or otherwise dealing with the Land.
Defects Liability Period	means twelve (12) months after the Works are Complete.
Development	<p>Means:</p> <p>the development of premises on the Development Land to be used for Shops and Business Premises having an aggregate GFA of up to 21,000 square metres.</p> <p>Development excludes:</p> <ol style="list-style-type: none"> (1) the fitout of Shops and Business Premises (the fitout of Shops and Business Premises will be subject to separate development applications); and (2) any redevelopment of the specialist retail premises or other uses currently permissible in the B5 zoned areas of the Land
Development Consent	has the same meaning as in the Act.
Development Contributions	means the payment of the Monetary Contributions and the completion of the Works.
Development Land	means the part of Lot 101 DP 1043160 as shown coloured green on Key Sites Map 10 of the LEP.
Further Development	<p>Means the development of additional Retail Premises of up to 2000 square metres GFA (beyond the 19,000 square metres of GFA permissible prior to the Further Planning Proposal) on the Further Development Land.</p> <p>Further Development excludes:</p> <ol style="list-style-type: none"> (1) the fitout of Retail Premises (the Retail Premises will be subject to separate development applications); and (2) any redevelopment of other uses currently permissible in the B5 zoned areas of the Land. <p>Note: as at the date of this agreement clause 21 of the LEP permits Retail Premises on the Further Development Land of up to 19,000 square metres of GFA.</p>

Further Development Land	Means the part of Lot 101 DP 1043160 and the part of Lot 23 in DP1190437 as shown coloured light purple on Key Sites Map 10 of the LEP.
Further Draft LEP	means the "Further Draft LEP" set out in Schedule 1 .
Further Planning Proposal	means planning proposal ref PP-2021- 3686 lodged by Council with DPIE on 20 May 2021 which seeks to amend the LEP to: <ol style="list-style-type: none"> a. include Business Premises as an additional permitted use under Schedule 1, Clause 24 as it applies to the 'Homemaker Centre' site at 10 Orange Grove Road, Warwick Farm (Lot 101 DP 1043160); and b. increase the current cap on Retail Premises under Schedule 1, Clause 21 from 19,000sqm to 21,000sqm and change the legal description so that the subject clause would apply to the 'Fashion Spree' site at 5 Viscount Place, Warwick Farm (Lot 23 DP 1190437),
Gateway Determination	means the gateway determination attached to a letter sent to Council from the Department of Planning and Environment dated 18 November 2016.
GST	has the same meaning as in the GST Law
GFA	means gross floor area as defined in the LEP.
GST Law	means the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) and any other act or regulation relating to the imposition or administration of the GST.
Homepride Avenue Land	means the section of land running along the eastern boundary of Lots 1 and 2 in DP 1088280 which are subject of an easement for access, which is located north of the intersection of Lawrence Hargrave Road and Homepride Avenue and which is shown as highlighted in yellow on the plan attached as Annexure 2 .
Homepride Avenue Land Payment	means: <ol style="list-style-type: none"> (1) if Council acquires the Homepride Avenue Land by private treaty, the aggregate of: <ol style="list-style-type: none"> (a) the purchase price for that land being an amount in accordance with the assessment of the market value of the Homepride Avenue Land provided by a Certified Practising Valuer within 6 months of the date of acquisition; (b) any stamp duty payable on the contract for the acquisition of that land; (c) any reasonable costs incurred by Council in undertaking that acquisition (including the cost of obtaining a valuation of the Homepride Avenue Land); and (d) any other amount Council is required to be paid to the relevant owner of that land in conjunction with and on account of, the acquisition; or (2) if Council acquires the Homepride Avenue Land by Compulsory Acquisition the aggregate of: <ol style="list-style-type: none"> (a) the compensation Council is required to pay under the <i>Land Acquisition (Just Terms Compensation) Act 1991</i> (NSW) on account of that acquisition, including for the avoidance of doubt any amount required to be paid by Council as a result

of an order in any proceedings commenced by the relevant interested parties against Council on account of that acquisition; and

- (b) any reasonable costs likely to be incurred by Council in undertaking that acquisition including for the avoidance of doubt any legal or other costs incurred by Council in defending any proceedings commenced by the relevant interested parties in Class 3 of the Land and Environment Court but excluding any other fees associated with any other type of legal proceedings against Council on account of that acquisition.

Independent Engineer

means an appropriately qualified and experienced civil engineer who is a member of the Institute of Engineers Australia (now known as ENGINEERS AUSTRALIA) or the Association of Professional Engineers, Scientists and Managers, Australia that is approved by the Council (which approval must not be unreasonably withheld).

Index

means the Consumer Price Index (All Groups - Sydney) as provided by the Australian Bureau of Statistics

Initial Planning Proposal

means the updated Planning Proposal dated and lodged with Council in March 2015 which sought to:

- (1) rezone part of the Land to B2 Local Centre; and
- (2) amend Schedule 1 of the LEP to permit "shops" as an additional permitted use up to a maximum GFA of 21,000m2 on the Land.

Insolvency Event

means the happening of any of these events:

- (1) Application which is not withdrawn or dismissed within fourteen (14) days is made to a court for an order or an order is made that a body corporate be wound up.
- (2) An application which is not withdrawn or dismissed within fourteen (14) days is made to a court for an order appointing a liquidator or provisional liquidator in respect of a body corporate or one of them is appointed, whether or not under an order.
- (3) Except to reconstruct or amalgamate while solvent, a body corporate enters into, or resolves to enter into, a scheme of arrangement, agreement of company arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them.
- (4) A body corporate resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent or is otherwise wound up or dissolved.
- (5) A body corporate is or states that it is insolvent.
- (6) As a result of the operation of section 459F(1) of the *Corporations Act 2001* (Cth) (**Corporations Act**), a body corporate is taken to have failed to comply with a statutory demand;
- (7) A body corporate is or makes a statement from which it may be reasonably deduced that the body corporate is, the subject of an event described in section 459C(2)(b) or section 585 of the *Corporations Act*.
- (8) A body corporate takes any step to obtain protection or is granted protection from its creditors, under any applicable legislation or an administrator is appointed to a body corporate.

- (9) A person becomes an insolvent under administration as defined in section 9 of the Corporations Act or action is taken which could result in that event.
- (10) A receiver, manager or receiver and manager is appointed to the Company.
- (11) A claim is filed in a court against a person that is not defended, released or otherwise settled within twenty eight (28) days of the date of its filing at the court.
- (12) Anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

Instrument Change	means the making of the Further Draft LEP.
Item of Work	means an individual item of the Works as set out in Schedule 5 .
Land	means the "Land" set out in Schedule 1 .
Law	means all legislation, regulations, by-laws, common law and other binding order made by any Authority.
LEADR	means LEADR - Association of Dispute Resolvers (see www.leadr.com.au).
Legislation	means the Act, the <i>Local Government Act 1993</i> (NSW) and the <i>Roads Act 1993</i> (NSW).
LEP	means Liverpool City Local Environment Plan 2008.
LEP Amendment 61	means amendment 61 to the LEP published on 2 August 2019 and as described in Clause 24 of Schedule 1 of the LEP.
LPI	means Land and Property Information NSW or any similar department established from time to time.
Monetary Contribution	means a monetary contribution to be paid by the Developer to the Council in accordance with this Planning Agreement.
Occupation Certificate	means any occupation certificate as defined under s6.3 of the Act, including an interim Occupation Certificate or a final Occupation Certificate.
Party	means a party to this Planning Agreement, including their successors and assigns.
Public Purpose	has the same meaning as in s7.4(2) of the Act.
Representatives	means the Representative/Contact nominated in "Parties" in this Planning Agreement.
Register	means the Torrens Title register maintained under the <i>Real Property Act 1900</i> (NSW).
Regulation	means the <i>Environmental Planning and Assessment Regulation 2000</i> (NSW).
Retail Premises	has the same meaning ascribed to that term in the LEP.
Security	has the meaning ascribed to it in clause 11.2 and 11.3.
Shop	has the same meaning as in the Dictionary of the LEP.
Updated Planning Proposal	means the updated Planning Proposal dated and lodged with Council February 2017 seeking to amend Schedule 1 of the LEP to permit "shops" as an additional permitted use up to a maximum GFA of 21,000m2 on the Land.
Works	means the works specified in Schedule 5 (including any design, project management and advice from consultants in relation to the provision of those works).

Part 2 - Interpretational Rules

In this Planning Agreement the following interpretation rules apply:

- (1) a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this Planning Agreement.
- (2) a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- (3) the singular includes the plural and vice versa.
- (4) the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association or any government agency.
- (5) a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns.
- (6) Australian dollars, dollars, \$ or A\$ is a reference to the lawful currency of Australia.
- (7) if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.
- (8) a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.
- (9) an accounting term is a reference to that term as it is used in accounting standards under the Corporations Act or, if not inconsistent with those standards, in accounting principles and practices generally accepted in Australia.
- (10) a group of persons or things is a reference to any two or more of them jointly and to each of them individually.
- (11) the words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.
- (12) if an act under this Planning Agreement to be done by a party on or by a given day is done after 4.30pm on that day, it is taken to be done on the next day.
- (13) if an event must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day.
- (14) time is a reference to Sydney time.
- (15) headings (including those in brackets at the beginning of clauses) are for convenience only and do not affect the interpretation of this Planning Agreement
- (16) a reference to any agreement, deed or instrument includes the same as varied, supplemented, novated or replaced from time to time.
- (17) a reference to one gender extends and applies to the other and neuter gender.
- (18) a reference to anything (including, without limitation, any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (19) if a Party is required to do something, that includes a requirement to cause that thing to be done. If a Party is prohibited from doing anything, it is also prohibited from doing or omitting to do anything which allows or causes that thing to be done;
- (20) a reference to a statute, ordinance, code or law includes a state ordinance code or law of the Commonwealth of Australia;
- (21) a reference to a body, whether statutory or not which ceases to exist or whose powers or functions are transferred to another body is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (22) no rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of this Planning Agreement;

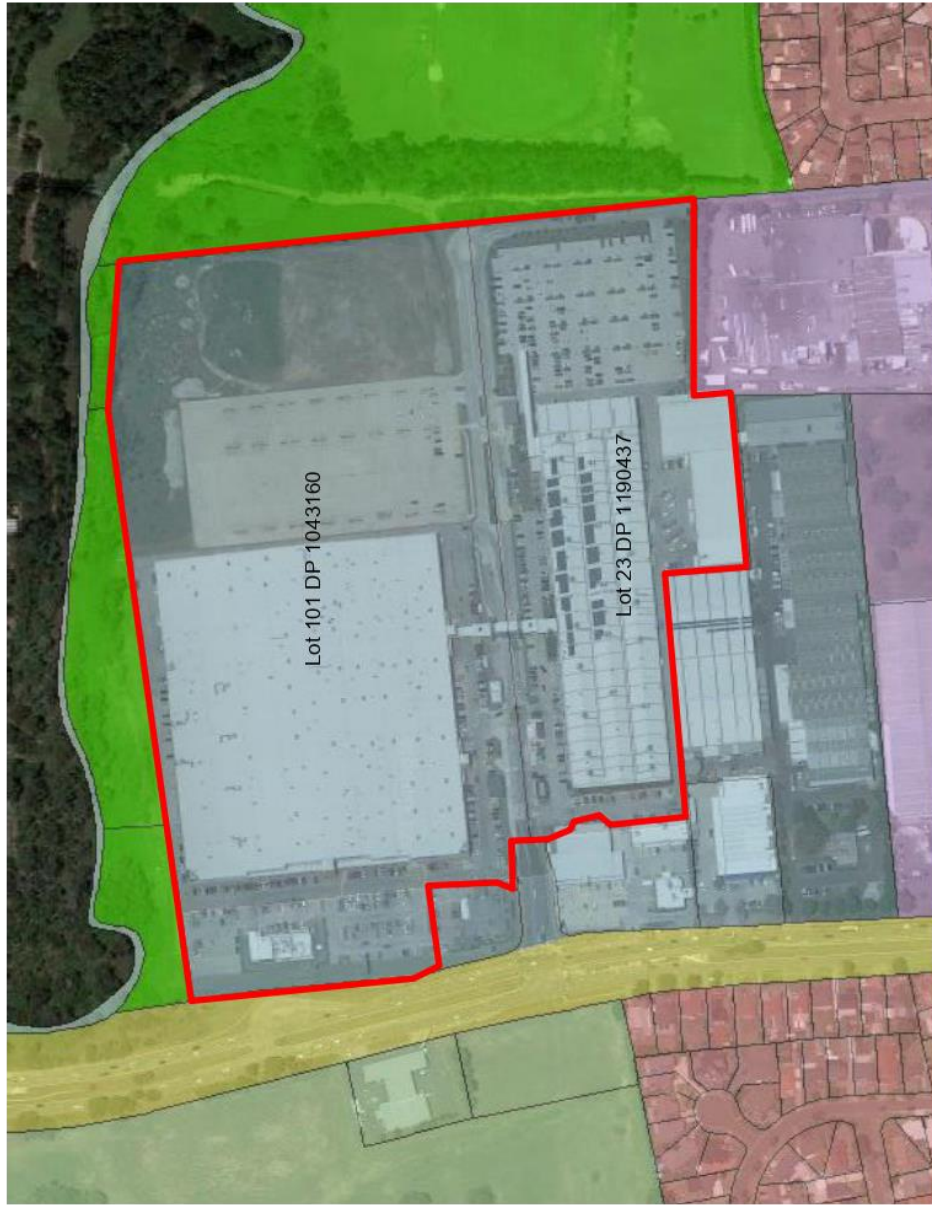
- (23) any capitalised term used, but not defined in this Planning Agreement, will have the meaning ascribed to it under, and by virtue of, the Act;
 - (24) a reference in this Planning Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney;
 - (25) a reference in this Planning Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced;
 - (26) a reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Planning Agreement, unless otherwise stated;
 - (27) a reference to this Planning Agreement includes the agreement recorded in this Planning Agreement; and
 - (28) any schedules and attachments form part of this Planning Agreement
-

Schedule 4: Description of the Works, Values and Timing

Item of Work	Description of Work	Indicative Contribution Value	Timing of Work
1. Homepride Avenue Roadworks	Roadworks which will include the rehabilitation of the road surface and construction of a pedestrian access on the Homepride Avenue Land as shown in Annexure 2 .	\$975,425	<p>Commencement The obligation to undertake this Item of Work will commence on the earlier of:</p> <p>(1) three (3) months after the receipt of a notice under clause 7.1(2); or</p> <p>(2) on the date the Developer enters into an agreement or other transaction which enables it to undertake the Works.</p> <p>Completion The Developer must Complete the Works in accordance with this Planning Agreement within six (6) months of commencement of work.</p>
2. RMS Roadworks - Orange Grove Road/ Viscount Place Intersection	<p>Roadworks which will include:</p> <p>(a) Construction of a 90 metre long left turn slip lane on the north approach to the signalised intersection of Orange Grove Road and Viscount Place. Any land components required for the provision of the slip lane will be dedicated to RMS by the Developer as public road at no cost to RMS; and</p> <p>(b) Extend dual right turn lanes on the south approach to 120 (adjacent median) and 180 metres (adjacent through lane); and</p> <p>(note – the above road works shall be designed and constructed in accordance with Austroads and RMS supplements)</p>	<p>Works: \$720,000</p> <p>Land: \$441,000</p>	<p>Commencement The obligation to undertake this Item of Work will commence following the granting of the Construction Certificate for the Development.</p> <p>Completion The Developer must Complete the Works in accordance with this Planning Agreement prior to the issue of an Occupation Certificate for the Development.</p>

Item of Work	Description of Work	Indicative Contribution Value	Timing of Work
3. RMS Roadworks – Hume Highway/ Homepride Avenue Intersection	<p>A geometric road design concept plan of the roadworks outlined in this Item of Work below on either a scaled aerial photograph and/or survey plan.</p> <p>Roadworks which will include an extension of the existing right turn storage bay on the east approach to Homepride Avenue within the constraints of the existing Hume Highway corridor.</p>	\$443,000	<p>The geometric road concept plan is to be submitted to RMS for review and “in principle” endorsement prior to the granting of Development Consent for the Development.</p> <p>Roadwork Commencement</p> <p>The obligation to undertake this Item of Work will commence following the granting of the Construction Certificate for the Development.</p> <p>Roadwork Completion</p> <p>The Developer must Complete the Works in accordance with this Planning Agreement prior to the issue of an Occupation Certificate for the Development.</p>
Total Works Value		\$2,579,425	

Annexure 1 - Land to which this Planning Agreement applies



PLAN FORM 2

PLAN Drawing may or may not appear in this space

Signature: **ANIL K. CHANDRA**

The System: **TORRENS**

Purpose: **SUBDIVISION**

Prop: **Map U/145-72**

Lot: **DP 410089**

PLAN: **OF SUBDIVISION OF LOT 8 DP 410089**

Length as in notes. Section 56: 1:1000

Subdividing: **LIVERPOOL**

Parish: **St. Luke**

County: **CAMBERLAND**

Notes: (a) to (n) as in notes. Section 56: 1:1000

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Parish: **St. Luke**

County: **CAMBERLAND**

Notes: (a) to (n) as in notes. Section 56: 1:1000

Execution page

Executed as an agreement

Dated:

Executed by **Liverpool City Council** by its Attorney pursuant to Power of Attorney registered Book 4756 Number 447 in the presence of:

Witness (Signature)

Attorney (Signature)

Name of Witness (Print Name)

Name of Attorney (Print Name)

Position of Attorney

Executed by **Gazcorp Pty Limited** in accordance with section 127(1) of the *Corporations Act 2001 (Cth)* by authority of its directors:

Director/ Secretary (Signature)

Director (Signature)

Name of Director/ Secretary (Print Name)

Name of Director (Print Name)



GRANTS, DONATIONS, AND CORPORATE SPONSORSHIP POLICY

Adopted: 29 May 2019

TRIM: 2016/2682, 091748.2019



GRANTS, DONATIONS, AND CORPORATE SPONSORSHIP POLICY**1. LEGISLATIVE REQUIREMENTS**

Local Government Act 1993, Section 356

2. OBJECTIVE

Council is committed to building strong and resilient communities within the Liverpool Local Government Area (LGA) and to increase social wellbeing for all residents. One way of achieving these goals is to provide financial assistance in the form of grants, donations, and sponsorships to individuals and groups to develop leadership skills, increase participation in community life and address identified social issues. Council seeks to support programs that can build or enhance the reputation and brand of Liverpool City in accordance with Council's Community Strategic Plan.

3. DEFINITIONS

Acquittal	Reporting on the activities of a project as set out in the funding agreement. This could take the form of providing financial reports, written reports, evidence of activity performance and where funding was spent
Auspice	An agreement where an incorporated organisation agrees to apply for funding or resources on behalf of an applicant that is not incorporated. If the application is successful, the auspicing organisation then administers the resources on behalf of the applicant, and is legally responsible for ensuring that the terms of the agreement are met
Charity	Listed on the Australian Charities and Not-for-profit Commission (ACNC) website as a registered charity
Community Capacity Building	Involves the provision of community activities that contribute to people developing their own capacity and resilience to maintain and build on their own resources and to manage future challenges
Incorporated Association	A legal entity (organisation) that provides legal protection to its members in legal transactions

4. GRANT PRIORITIES

- 4.1** Council seeks to enhance the use of public funds through effective and efficient grant processes. Clear grant program objectives are linked to the organisation's strategic goals, outlined in Council's Community Strategic Plan. Council's grants and sponsorship programs provide a coordinated and integrated approach to growing Liverpool socially, culturally, economically and environmentally.

Council grants, donations and sponsorships may be provided to individuals who reside in the LGA, or to community-based groups, organisations and services that operate within the Liverpool LGA and/or for the benefit of Liverpool residents. Council facilitates nine programs for the allocation of grants, donations, and sponsorship:

1. Kick-Starter Grants
2. Small Grants
3. Liverpool Young Achievers Awards
4. Community Grants
5. Sustainable Environment Grants
6. Matching Grants
7. Corporate Sponsorship
8. Sporting Grants
9. Sporting Donations

GRANTS, DONATIONS, AND CORPORATE SPONSORSHIP POLICY**4.2 GRANT MAKING PRINCIPLES**

The key principles that inform grant making by Council are:

- Council's Community Strategic Plan. All grants align with Council's Community Strategic Plan, and other social, economic and environmental policies and plans;
- Partnerships and collaboration. Develop and maintain partnerships between Council and the community to achieve Council's strategic directions based on mutual respect and transparency;
- Capacity building. Support community groups and organisations to function positively, develop skills and increase community participation;
- Social inclusion. Liverpool is a diverse community and our grant making process encourages directing resources to specific needs of disadvantaged groups;
- Leveraging value. Council seeks to leverage community expertise, capacity, networks and resources to provide the best suite of grant programs to meet the needs of and maximise positive outcomes for the community and business. Council supports projects that represent good value for the level of cash or in-kind support requested. Through effective and efficient grant management processes, Council seeks to ensure costs for administration by the Council and grant applicants are minimised;
- Good governance. Council is committed to demonstrating integrity, professionalism and transparency in our decision making and have strong governance structures in place to support this. Council will ensure that grant processes are transparent and fair. Applications are assessed objectively against the assessment criteria. All conflicts of interests are addressed and declared as part of this process; and
- Reflection and learning. As part of Council's commitment to continuous improvement, Council will ensure there are evaluation mechanisms in place and opportunities for feedback on grant processes.

5. GENERAL ELIGIBILITY AND EXCLUSIONS**5.1 GENERAL ELIGIBILITY**

To be eligible for funding an applicant must:

- a) Acquit previous Council grants, donations or sponsorship and have no outstanding debts to Council;
- b) Be a resident of the LGA, or an organisation located in the LGA and/or principally providing services to the residents of Liverpool; and
- c) Include all required supporting documentation with their application.

5.2 APPLICATIONS THAT ARE INELIGIBLE FOR FUNDING INCLUDE:

- a) Projects that duplicate existing Council services or programs.
- b) Projects that directly contravene existing Council policy.
- c) Projects that do not meet the identified priority needs of Liverpool as set out in Council's Community Strategic Plan.
- d) Applications from government departments, political parties, or commercial/profit-making/private organisations (excluding Corporate Sponsorship which accepts applications from private organisations).
- e) Applications from charities for general donations.
- f) Applications for general fundraising activities, general operational expenditure (e.g. administration, insurance, office equipment, car parking, IT costs/equipment), shortfalls in funding by government departments, or completed/retrospective projects.
- g) For employee salaries/wages or any direct employment costs.
- h) Projects that will rely on recurrent funding from Council.

GRANTS, DONATIONS, AND CORPORATE SPONSORSHIP POLICY

- i) Identical projects that have previously been funded by Council (excluding Corporate Sponsorship).
- j) Projects or programs that charge people for participation, including charges to participants through an individual's NDIS funding plan.

5.3 FURTHER CONDITIONS

- 5.3.1 Council will not:
- a) Provide in-house design, printing and distribution services (organisations may apply for funding to undertake these activities themselves).
 - b) Provide cleansing and waste services for events (organisations may apply for cash funding to undertake these activities themselves).
 - c) Support political activities or activities that could be perceived as benefiting a political party or political campaign.
 - d) Support religious activities that could be perceived as divisive within the community.
 - e) Support activities that deliberately exclude any individuals or groups from participating or attending.
 - f) Provide in-kind support of any nature (eg: the provision of chairs or portable toilets for events).
- 5.3.2 For specific eligibility requirements and exclusions for each program, refer to Section 7 of this policy.

5.4 ETHICS FRAMEWORK

Council will not support any activities or entities that:

- a) Pollute land, air or water, or destroy or waste non-recurring resources.
- b) Market or promote products/services in a misleading or deceitful manner.
- c) Produce, promote or distribute products/services likely to be harmful to the community.
- d) Acquire land or commodities primarily for speculative gain.
- e) Create or encourage militarism or engage in the manufacture of armaments.
- f) Entice people into financial over-commitment
- g) Exploit people through the payment of below award wages or poor working conditions.
- h) Discriminate by way of race, religion, or sex in employment, marketing or advertising.
- i) Contribute to the inhibition of human rights generally.

5.5 CONFLICTS OF INTEREST

- 5.5.1 Council staff assessing and determining applications should identify and manage any potential conflicts of interest in accordance with Council's Code of Conduct and Ethical Governance: Conflicts of Interest Policy.
- 5.5.2 Members of Council staff and Councillors must ensure that any affiliation between them and the applicant is appropriately managed when assessing and determining applications for grants and donations.

6. GRANTS MANAGEMENT PROCESS

6.1 APPLICATIONS

All applicants must register with Council's online grants management system before applying. Applications must be submitted using the approved online application form on Council's online grants management system. Council will not accept any hard copy or emailed submissions, or any submissions after any applicable closing date or time.

GRANTS, DONATIONS, AND CORPORATE SPONSORSHIP POLICY**6.2 ASSESSMENT AND RECOMMENDATIONS**

- 6.2.1 All applications received by Council will be assessed by relevant Council staff members. Sporting Grants and Donations will be sent to the Sports Committee for review. Recommendations for funding of \$1,000 or less may be approved by the CEO or their delegate, provided the funding is in accordance with sections 356(3), 377(1A), and 378 of the Local Government Act 1993. Council will be notified of funded projects by Council report as soon as appropriately possible. Recommendations for funding over \$1,000 will be made to Council for endorsement in accordance with Section 356 of the Local Government Act 1993.
- 6.2.2 For grant programs that are open for applications all year, recommendations will be made to the next available Council Meeting. For grant programs with specific funding rounds, recommendations will be made within three months of the closing date.
- 6.2.3 Unsuccessful applicants are encouraged to seek feedback from relevant Council staff on their application. Programs are highly competitive and even though an application may meet the program criteria it may not be competitive against other applications.
- 6.2.4 Council uses the Australian Business Register (ABN) as its sole source of truth to confirm an applicant's operating status as an incorporated not-for-profit or charitable organisation <http://www.abr.business.gov.au/>.
- 6.2.5 Council values and recognises the importance of applicant financial and in-kind contributions. Applicants that demonstrate a commitment to the project through either financial or volunteer support are considered favourably.

6.3 APPROVAL

- 6.3.1 The elected Council has authority to approve grants, donations, and sponsorship. In some circumstances, specific delegation for this purpose is given to the CEO.
- 6.3.2 Approval of a grant, donation or sponsorship does not imply that Council has given any other consent. Applicants should note that events or any capital works require approvals and consents from Council, NSW Police and other state government agencies.

6.4 FUNDING AGREEMENTS

All successful applicants are required to enter into a funding agreement before funds are released and before a project can commence.

Council's support must be acknowledged on all promotional material. The Council logo should be used with the text "proudly supported by Liverpool City Council". All promotional material must be approved by Council prior to publication. Council also reserves the right to receive the following: joint media release opportunities, opportunity for Mayor to speak at the event or occasion, space at the event (table or marquee stall), and tickets to attend the event or occasion.

6.5 REPORTING

All grant recipients are required to acquit their project as detailed in their funding agreement. Reports are to be submitted using the approved online grants management system. Reports provide feedback on the success of the project in terms of the agreed outputs and outcomes, relevant data, and any lessons learnt. Funding recipients are required to submit detailed financial reports and may be requested to provide further documentation and evidence of expenditure. Council may audit recipients at any time. Previously funded applicants must receive an acknowledgement of a successful acquittal

GRANTS, DONATIONS, AND CORPORATE SPONSORSHIP POLICY

prior to applying for further funding. No further funding will be granted to any organisation who has failed to submit an acquittal report for previous funding from Council.

6.6 MINOR CHANGES TO THIS POLICY

Council authorises the CEO to make minor changes to this policy to reflect changes in legislation, expiry of or changes to grant programs, and changes in Council structure.

GRANTS, DONATIONS, AND CORPORATE SPONSORSHIP POLICY**7. FUNDING PROGRAMS****7.1 KICK-STARTER GRANTS | UP TO \$500 | OPEN ALL YEAR**

This program supports individuals or unincorporated community groups to establish a social enterprise aimed at addressing priorities in Council's Community Strategic Plan or a project which promotes social inclusion and increased community participation. Applications can be made for funding of up to \$500 per financial year. Repeated applications of the same project in subsequent years will not be accepted. Applications for events are not eligible under this program.

Project outcomes must meet at least one of the below priorities:

- a) Improve connections and social networks within the community.
- b) Increase participation in community activities, including by those experiencing social disadvantage.
- c) Facilitate access to education, training, or employment opportunities.
- d) Improve collaboration and coordination of community support and services.
- e) Improve social and physical wellbeing through prevention and early intervention approaches.

7.1.1 Program timeframe

Applications can be made all year. Grants must be spent within 12 months of receiving them.

7.1.2 Eligibility

To be eligible for funding applicants must:

- a) Be an individual resident or unincorporated community group based within the Liverpool LGA.
- b) Be 100% volunteer run or operate as a not-for-profit.
- c) Must update Council's Community Development Worker (Funding and Support) during the delivery of the project or initiative.

For more information on eligibility and exclusions refer to Section 5: General Eligibility and Exclusions.

Assessment criteria

To be considered for a grant, applicants should clearly describe the proposed project and how it will meet the following criteria:

Evidence provided to support the need for the project, including addressing at least one of the strategic directions in Council's Community Strategic Plan
The anticipated number of individuals that will benefit from the proposed project
Timeframe and budget are realistic and align with project objectives
Evidence of collaboration and partnership to maximise the use of existing community resources and to avoid duplication
Evidence that project strategies are innovative or practical to meeting the project need
Appropriate project evaluation method
Sustainability of project post funding

GRANTS, DONATIONS, AND CORPORATE SPONSORSHIP POLICY**7.2 SMALL GRANTS | UP TO \$1,000 | OPEN ALL YEAR**

This program supports a range of small-scale community initiatives and is for community groups who may not have experience with grants programs. It aims to provide more intensive support and build the capacity of less established groups to familiarise themselves with grants programs and Council processes.

7.2.1 Expected program outcomes

Initiatives and projects can contribute to one or more of the following outcomes:

- a) Develop trial community capacity building programs or facilitate small-scale community awareness events.
- b) Increase engagement of individuals in academic, cultural, and environmental fields.
- c) Improve relative equality, resilience and adaptive capacity of Liverpool's diverse communities.
- d) Enhance positive social, cultural, or sustainability outcomes for local communities related to Council's strategic priorities.

7.2.2 Available funding

Applications can be made for funding of up to \$1,000 per project. Repeated applications of the same project or initiative in subsequent years will not be accepted.

7.2.3 Program timeframe

Grants must be spent within 12 months of receiving them.

7.2.4 Eligibility

To be eligible for funding applicants must:

- a) Be incorporated or auspiced by an incorporated organisation;
- b) A non-profit community service organisation or group providing programs/services to the residents of Liverpool; and
- c) Supply a copy of their most recent annual report and/or financial statements.

For more information on eligibility and exclusions refer to Section 5: General Eligibility and Exclusions.

7.2.5 Assessment criteria

To be considered for a grant, applicants should clearly describe the proposed project and how it will meet the following criteria:

Evidence that the organisation has capacity to deliver the project
Evidence provided to support the need for the project, including addressing at least one of the strategic directions in Council's Community Strategic Plan
The anticipated number of individuals that will participate in and benefit from the proposed project
Timeframe and budget are realistic and align with project objectives
Evidence of collaboration and partnership to maximise the use of existing community resources and to avoid duplication
Evidence that project strategies are innovative or practical to meeting the project need
Appropriate project evaluation method
Sustainability of project after funding ceases

GRANTS, DONATIONS, AND CORPORATE SPONSORSHIP POLICY**7.3 LIVERPOOL YOUNG ACHIEVERS AWARDS | OPEN ALL YEAR**

The Liverpool Young Achiever Awards are given as a prize to a student who has excelled in citizenship, academic studies, artistic endeavors, or sporting proficiency.

7.3.1 Available funding

Under each applicable category there will be two prizes as follows:

<u>Citizenship:</u>	<u>Artistic Endeavours:</u>
1x \$1,000 for a high school student	1x \$1,000 for a high school student
1x \$500 for a primary school student	1x \$500 for a primary school student
<u>Academic Studies:</u>	<u>Sporting Proficiency:</u>
1x \$1,000 for a high school student	1x \$1,000 for a high school student
1x \$500 for a primary school student	1x \$500 for a primary school student

Highly Commended:

All eligible nominees who are not selected for the major prize will be awarded a \$200 student donation.

Each high school and primary school are only eligible to submit one student nomination per year.

7.3.2 Program timeframe

Applications will be accepted from the beginning of school Term 1 until the end of Term 3. A presentation ceremony will be held during Term 4.

7.3.3 Eligibility

To be eligible for this award applicants must:

- Be a high school or primary school based in the Liverpool Local Government Area (LGA);
- Be nominating a student attending either a high school or primary school based in the Liverpool LGA; and
- Supply a letter of support from the principal of the applying school for the nominated student.

For more information on eligibility and exclusions refer to Section 5: General Eligibility and Exclusions.

GRANTS, DONATIONS, AND CORPORATE SPONSORSHIP POLICY**7.4 COMMUNITY GRANTS | UP TO \$5,000 | TWO ROUNDS PER YEAR**

This program provides financial assistance to community groups, organisations and services for projects that foster partnerships and collaboration, build capacity, promote social inclusion and increase community participation. The program assists in developing pilot or trialling innovative services or programs that address the needs of residents, workers and visitors. The program will support projects that:

- a) Improve connections and build social networks within the community.
- b) Increase participation of people in community activities and programs, including members of the community who are experiencing social disadvantage.
- c) Facilitate access to education, training and employment opportunities.
- d) Improve opportunities for people to build confidence and develop their skills.
- e) Facilitate inclusion and access to facilities, services, open spaces and activities.
- f) Improve collaboration and coordination of community support and services.
- g) Improve social or physical wellbeing through prevention and early intervention.
- h) Strengthen governance and accountability in community organisations.

7.4.1 Expected program outcomes

Initiatives and projects can contribute to one or more of the following outcomes:

- a) Increased involvement and engagement by communities in social activities.
- b) Increased number of people feeling a strong sense of social wellbeing.
- c) Strengthened maintenance, management or improvement of physical and mental health and wellbeing.
- d) Improved access to information and development of new skills.
- e) Increased numbers of people undertaking educational courses and gaining sustainable employment.
- f) Reduced financial hardship and social disadvantage, including food insecurity and homelessness.

7.4.2 Available funding

Applications can be made for funding of up to \$5,000 per year.

7.4.3 Program timeframe

This grant program has two rounds per year. Round dates will be advised on Council's website. Grants must be spent within 12 months of receiving them.

7.4.4 Program eligibility and exclusions

To be eligible for funding through the Community Grants Program applicants must:

- a) Be incorporated or auspiced by an incorporated organisation.
- b) A non-profit community service organisation or group providing programs/services to the residents of Liverpool.
- c) Have public liability insurance of at least \$10 million (must be active during the period of funding).
- d) Supply a copy of their most recent annual report and/or financial statements.

For more information on eligibility and exclusions refer to Section 5: General Eligibility and Conditions.

7.4.5 Assessment criteria

To be considered for a grant, applicants should clearly describe the proposed project and how it will meet the following criteria:

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Evidence that the organisation has capacity to deliver the project
Evidence provided to support the need for the project, including addressing at least one of the strategic directions in Council's Community Strategic Plan
Anticipated number of individuals participating in and benefiting from the proposed project
Timeframe and budget are realistic and align with project objectives
Evidence of collaboration and partnership to maximise the use of existing community resources and to avoid duplication
Evidence that project strategies are innovative or practical to meeting the project need
Appropriate project evaluation method
Sustainability of project after funding ceases

GRANTS, DONATIONS, AND CORPORATE SPONSORSHIP POLICY

7.5 SUSTAINABLE ENVIRONMENT GRANTS | UP TO \$5,000 | TWO ROUNDS PER YEAR

The Sustainable Environment Grants program provides financial assistance to support schools and community groups to play an active role in reducing their impact on the environment and implementing environmentally sustainable actions. The program seeks projects focused on environmental improvement, sustainability education, awareness-raising and the promotion of sustainable living as a way of life that provide benefit to the natural environment and local community. Projects can include:

- **Waste Minimisation** – including reuse, recycling, litter reduction, composting and worm farming, waste education projects.
- **Sustainable Water Use** – including water efficiency, stormwater harvesting and water reuse, rain gardens and water quality improvements, and sustainable water use education programs.
- **Environmental Improvement** – including protection and enhancement of natural areas, habitat creation for native fauna, and natural environment education programs.
- **Sustainable Living** – including establishment of vegetable or native display gardens, bush tucker or community gardens, and the keeping of chickens or native bees.

7.5.1 Expected program outcomes

Grants from this program can contribute to one or more of the following outcomes:

- a) Build the capacity of schools and community groups to promote efficient resource use and improve the quality of the local environment.
- b) Encourage community members to become involved and take initiative in improving their behaviours for a more sustainable future.
- c) Encourage schools and community groups to identify and implement innovative approaches and positive solutions that protect and enhance Liverpool's unique natural environment.
- d) Improve the health of vegetation, water quality and healthy ecosystems contributing to cleaner waterways, air and healthier native vegetation.
- e) Raise awareness and promote sustainable living as a way of life, including actively participating in Council's environmental programs and activities.
- f) Generate positive community engagement (e.g. involvement of local businesses, environmental education centres or botanic gardens).

7.5.2 Available funding

Applications can be made for funding of up to \$5,000 per year by a school or an incorporated community group.

7.5.3 Program timeframe

This grants program has two rounds per year. Round dates will be advised on Council's website. Grants must be spent within 12 months of receiving them.

7.5.4 Program eligibility and exclusions

To be eligible for the Sustainable Environment Grants program applicants must have not received funding under this or another program for the same project (separate and additional stages of a previous project are eligible), and:

- a) Be a registered NSW school, not-for profit pre-school or child care centre; or
- b) An incorporated, non-profit, community service, welfare or charitable organisation or group providing programs or services to the residents of Liverpool; or
- c) Community group auspiced by an incorporated organisation.

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Applications will not be accepted for:

- a) For profit organisations
- b) Overall project coordination
- c) Capital works for major infrastructure or construction of buildings
- d) Work being completed on land not owned by the applicant without evidence of approval from the landowner.

For more information on eligibility and exclusions refer to Section 5: General Eligibility and Conditions.

7.5.5 Assessment criteria

To be considered for a grant, applicants should clearly describe the proposed project and how it will meet the following criteria:

Demonstrate the capacity to deliver the project or activity and subsequent sustainability of the project beyond initial funding
Evidence provided to support the need for the project, including addressing at least one of the strategic directions in Council's Community Strategic Plan
Demonstrate tangible and measurable environmental outcomes
The anticipated number of individuals that will participate in and benefit from the project
Demonstrate measurable student learning and/or increase teacher capacity to deliver environmental education
Value for money

GRANTS, DONATIONS, AND CORPORATE SPONSORSHIP POLICY**7.6 MATCHING GRANTS | UP TO \$20,000 | TWO ROUNDS PER YEAR**

This program is designed to provide financial support to projects and activities that build or strengthen communities within Liverpool. These projects will focus on supporting the development and implementation of community capacity building activities and providing opportunities for a broader cross section of the community to be involved in community and recreational activities. Funding will support projects that address one of the following categories:

Arts	Contribute community art to a neighbourhood or work to increase the participation of residents within art-based programs/projects.
Community capacity building	Bring residents together and enhance participation in the community, including those who are experiencing social disadvantage, or provide benefits to address an identified community need. This could be a community event or community-based capacity building project.
Youth engagement	Focus on increasing the ability of young people to obtain skills and qualifications or increase their active participation within the community.
Accessibility	Enhance and improve access options for the community, either through education, transport, disability access or connectivity.
Environmental	Address environmental issues and concerns or contribute to environmental education and awareness.
Community safety/public space activation	Address community safety and security issues such as activities that activate or diversify the night time economy including pop up entertainment and night time performances in public spaces. These projects can also include addressing perceptions of community safety.
Sports development	Contribute to the development of sporting groups or enhance participation in sporting and recreational activities.

7.6.1 Expected program outcomes

Grants from this program can contribute to one or more of the following outcomes:

- Develop social connections and partnerships within communities, or reinforcement of those that already exist.
- Increased participation in community activities and organisations by improving collaboration and coordination of community support and services.
- Strengthened opportunities for community members and others to build personal creativity and self-expression.
- Increased opportunities for community members to acquire or develop new skills and/or employment.
- Create, renew or revitalise places and spaces within the community.
- Strengthened community members' feelings of safety and sense of belonging within public spaces.

7.6.2 Available funding

The matching grants program recognises community contribution towards a project and can offer up to \$20,000 support to match this contribution. The program supports projects that involve genuine community participation. By 'matching' what the community contributes, Council is building a sense of community and strengthening partnerships as people work together on the project. Contributions from the community or Council can be made in cash or value-in-kind. Recognised in-kind community contributions include:

- Design services, professional services, trade services (such as plumbing), provision of trucks and plant, concreting and painting, donated supplies, materials or venues.
- Volunteer time such as labour, set up and pack down, and meeting time to identify, plan and implement projects. The rate of volunteer time is calculated as \$20 per hour. For professional or contracted services, the rate is \$75 per hour.
- Direct cash input to the project through donations or income generated.

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The value of in-kind contributions should be verified by an independent quote, and where the value is in question, Council's assessment of the value of in-kind contributions will take precedence in the assessment of the matching grant given. The costs of Council and other approvals required by government agencies/authorities must also be considered when applying under this grants program.

7.6.3 Program timeframe

This program accepts applications twice per year. Grants must be spent within 12 months of receiving them.

7.6.4 Program eligibility and conditions

To be eligible for the Matching Grants program applicants must:

- a) Be incorporated or auspiced by an incorporated organisation.
- b) A non-profit community service organisation or group providing programs/services to the residents of Liverpool.
- c) Have public liability insurance of at least \$20 million (must be active during the period of funding).
- d) Supply a copy of their most recent annual report and/or financial statements.

Organisations are only eligible to receive funding through this program once each financial year. Council reserves the right to defer consideration of a Matching Grant application where planning, leasing or ownership, statutory approvals, or appropriate development issues are raised by a project.

For more information on eligibility and exclusions refer to Section 5: General Eligibility and Exclusions.

7.6.5 Assessment criteria

Matched contribution (financial or in-kind)
Consulted with Council staff prior to submitting application
Project is considered an appropriate development on the proposed site
Project meets Council's construction and safety standards
Evidence that the organisation has capacity to deliver the project
Evidence provided to support the need for the project, including the degree to which the project addresses at least one of the strategic directions in Council's Community Strategic Plan
The anticipated number of individuals that will participate in and benefit from the proposed project
Timeframe and budget are realistic and align with project objectives
Evidence of collaboration and partnership to maximise the use of existing community resources and to avoid duplication
Proposed project evaluation method including sustainability of project

GRANTS, DONATIONS, AND CORPORATE SPONSORSHIP POLICY**7.7 CORPORATE SPONSORSHIP | UP TO \$10,000 | OPEN ALL YEAR**

Council may provide financial contributions of up to \$10,000 through its Corporate Sponsorship Program to organisations, groups, or individuals for programs that can build or enhance Council's reputation. These include but are not limited to providing appropriate branding benefits and opportunities for Council, and/or providing cross-promotional opportunities for Council's services or facilities.

Applications to Council for sponsorship must address at least one of the following:

1. Economic benefit

- a) Delivers significant economic benefit to the Liverpool LGA.
- b) Delivers benefit to tourism, hospitality and retail sectors through the attendance of regional, national, or international delegates at events.
- c) Provides a platform for research, trade, and/or investment opportunities.
- d) Attracts national or international attention to Liverpool as a place to reside, visit, work and/or invest.
- e) Creates employment opportunities within the Liverpool LGA.

2. Community, cultural, and social benefit

- a) Provides an innovative opportunity to meet community needs and promote Liverpool's cultural diversity and celebrate our City's uniqueness.
- b) Enhances Liverpool's profile and reputation as an outward looking, creative and connected city.
- c) Creates opportunities for education and information exchange between Council, the community and the sector.
- d) To support the organisation and activation of a charity event with the Liverpool LGA. Sponsorship funds are not to be used for direct fundraising, including but not limited to the purchase of tickets or tables at a fundraising event.
- e) Attracts a major program to Liverpool that has South West-Sydney region, state or national significance.

3. Environmental benefit

- a) Enhances Liverpool's reputation as a sustainable city through leadership in waste and environment management.

7.7.1 Expected program outcomes

Projects must contribute to one or more of the following outcomes:

- a) Provide an opportunity for measurable economic, social, environmental and/or cultural benefits to Council and the Liverpool LGA.
- b) Provide opportunities for the community to participate and contribute in activities/events in the Liverpool LGA.
- c) Create a valuable strategic alliance for Council.
- d) Provide extensive coverage and promotional/publicity opportunities across a range of media outlets.
- e) Promote Liverpool's reputation as a great place to live, visit, work, and invest.

7.7.2 Program timeframe

- This program accepts applications all year.
- Applications must be submitted at least three months prior to an event taking place. Applications submitted with less than three months lead time will be deemed ineligible.

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- Activities should take place within 12 months of successful sponsorship funding being received.

7.7.3 Program eligibility and conditions:

To be eligible for the Corporate Sponsorship program applicants must:

- Be incorporated or auspiced by an incorporated organisation and hold a current ABN.
- A non-profit community service organisation or group providing programs/services to the residents of Liverpool.
- Have public liability insurance of at least \$10 million (must be current during the period of funding).
- Supply a copy of their most recent annual report and/or financial statements.
- Must apply for sponsorship towards an event or activity in the Liverpool LGA that attracts a significantly high level of attendance from the community and provides direct benefits for Liverpool based organisations and/ or Liverpool residents.
- Must ensure that attendance and participation is free where sponsorship is sought for a community event.
- Must be registered with the Australian Charities and Not-for-profits Commission if an application is for a local charity event.

7.7.4 Funding will not be provided to:

- Projects that do not address the identified directions of the Liverpool LGA as set out in Council's Community Strategic Plan.
- Charities for general donations including the purchase of tickets or fundraising tables at an event.
- Projects that will rely on recurrent funding from Council.
- More than one event within the Liverpool area in a two-month period that celebrates or marks a specific occasion or activity.
- Organisations whose activities are not aligned with the City's ethical framework.
- Previous recipients who have not fulfilled the conditions of a sponsorship.
- Organisations that are not registered in Australia.
- Activities or events that do not benefit the Liverpool LGA or its residents.
- Underwrite events, programs or projects.

For more information on eligibility and exclusions refer to Section 5: General Eligibility and Exclusions.

7.7.5 Council's current standing sponsorship resolution:

Sponsorship Activity	Amount	Council Resolution
Police Officer of the Year	\$1,000	27/06/2011

- 7.7.6 Approval of sponsorship does not imply that Council has given any other consent. Applicants should note that many festivals and events require approvals and consents from Council, NSW Police and other NSW Government agencies. For guidelines on applying to host an event in Liverpool, visit www.liverpool.nsw.gov.au/whats-on/events/event-organisers-information-kit-guidelines

GRANTS, DONATIONS, AND CORPORATE SPONSORSHIP POLICY**7.8 SPORTING GRANTS | UP TO \$5,000 | ONE ROUND PER YEAR**

This program offers funding to sporting clubs and junior disability sporting clubs to assist with the development of young people and encourage participation of the broader community in local sporting and recreational activities. Grants can also be used towards the purchase or maintenance of sporting equipment.

Funding will support applications by recreation and sporting organisations/clubs under one of six categories:

- a) **Sports development** – Coaching clinics, sports camps, or training/development
- b) **Ground development** – Minor capital improvements
- c) **Maintenance Equipment** – Line marking equipment or ground maintenance equipment (to be eligible, equipment must remain the property of the club)
- d) **Sporting Equipment** – Kits, bags, first aid supplies, safety equipment (to be eligible, equipment must remain the property of the club)
- e) **Education** – First aid training, coaching programs or safe play
- f) **Club diversity** – Introduction of additional sports or expansion of club to encourage greater community involvement

7.8.1 Expected program outcomes

Projects must contribute to one or more of the following outcomes:

- a) Increased opportunities for participation of the broader community in sporting and recreational activities.
- b) Improved condition and functionality of sporting equipment.
- c) Enhanced awareness of emerging trends in sports development and demonstrated best practice.
- d) Strengthened maintenance, management or improvement of physical and mental health and wellbeing by improving opportunities for physical activity.

7.8.2 Available funding

Grants of up to \$5,000 per sporting club are available. Clubs may submit applications for more than one project. Within the funding pool, \$5,000 is reserved to fund applications that support participants with a disability. Where eligible applications that support participants with a disability are less than \$5,000 the remaining funds are returned to the main pool of funding for distribution.

7.8.3 Program timeframe

This program accepts applications once per year. Grants must be spent within 12 months of receiving them.

7.8.4 Program eligibility and exclusions

To be eligible for the Sporting Grants Program applicants must:

- a) Be incorporated or auspiced, a non-profit recreation or sporting organisation/club, providing programs/services to the residents of Liverpool.
- b) Have public liability insurance of up to \$10 million.
- c) Supply a copy of most recent annual report and/or financial statements.
- d) Have not received funds from the Sporting Grants program in the previous year.

For more information on eligibility and exclusions refer to Section 5: General Eligibility and Exclusions.

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7.8.5 Assessment criteria

An independent panel consisting of members from the Liverpool Sports Committee will assess applications based on set criteria. To be considered for a grant, applicants should clearly describe the proposed project and how it will meet the following criteria:

Application received prior to the closing date
Proof of costs provided
Grant able to be spent within 12 months
Applications signed by Club Office bearers
Project meets Council's construction and safety standards
Demonstrate improvements to the delivery of junior sport in Liverpool
Demonstrate meeting an identified community need including access opportunities for specific special needs groups or individuals
Timeframe and budget are realistic and align with project objectives
Contribution from club (financial or in-kind)
Demonstrate benefit to the broader community
Proposed project evaluation method including sustainability of project

7.9 SPORTING DONATIONS | UP TO \$500 | OPEN ALL YEAR

This program enables Council to provide small amounts of funding to assist community members in their efforts to achieve excellence in sport at a regional, state or national representative level. Individuals and teams based in the Liverpool LGA are eligible to apply for donations towards the cost of participating in representative sporting events for which they have qualified. Donations are based on the level of representation achieved and where events will be held. Participation at school sport events is also eligible for consideration.

7.9.1 Expected program outcomes

Donations from this program can contribute to one or more of the following outcomes:

- Increased participation of individuals/teams in representative sporting events.
- Improved accessibility to participation in representative sporting events.
- Improved confidence and capacity of local individuals and teams by acknowledging and supporting participation at a representative level.
- Enhanced positive social outcomes and opportunities for local communities.

7.9.2 Available funding

Donations are available for the following amounts:

- \$100 for regional representation (competitor only), or for coach/referee/umpire/official representation at a regional, state or national event more than 100km from Liverpool.
- \$200 for state representation (competitor only).
- \$300 for Australian national representation at an event within New South Wales, Australian Capital Territory, Queensland and Victoria (competitor only).
- \$400 for Australian national representation at an event within Tasmania, South Australia, Northern Territory and Western Australia (competitor only).
- \$500 for Australian national representation at an overseas event (competitor only).
- \$500 for team representation.

7.9.3 Program timeframe

This program accepts applications all year and applicants are required to submit their application prior to the event taking place. Activities must take place within 12 months from when the application was submitted. Information must be provided on the costs associated with participating in the representative events.

GRANTS, DONATIONS, AND CORPORATE SPONSORSHIP POLICY

7.9.4 Program eligibility and exclusions

To be eligible for funding through the Sporting Donations Program the following criteria applies:

- a) Individual applicants must be a resident of the Liverpool LGA.
- b) Applicants must provide proof of selection for the event.
- c) Applications from students at state, private or independent schools or for participation at school sport events, are eligible for consideration.
- d) Team applications – must have a minimum of 75% of the team residing in the Liverpool LGA, club must be based in the Liverpool LGA, and a maximum of three teams per club can be funded in a financial year.

For more information on eligibility and exclusions refer to Section 5: General Eligibility and Exclusions.

7.9.5 Assessment criteria

To be considered for a grant, applicants should meet the following criteria:

Evidence the individual/team qualified for a representative sporting event
Information provided on costs associated with participating in the representative event
Evidence that the individual or 75% of the team resides in the Liverpool LGA

AUTHORISED BY

Council Resolution

EFFECTIVE FROM

XXXX 2019

DEPARTMENT RESPONSIBLE

City Community and Culture (Community Development and Planning)

REVIEW DATE

The policy will be reviewed every two years.

VERSION	AMENDED BY	DATE	TRIM NUMBER
1	Council Resolution	18 October 2010	158320.2014
2	Council Resolution	29 May 2013	097264.2013
3	Council Resolution	31 July 2013	150967.2014
4	Council Resolution	25 February 2014	026269.2014
5	Council Resolution	28 May 2014	126057.2014
6	Council Resolution	30 September 2015	227843.2015
7	Minor changes approved by CEO	12 July 2016	185151.2016
8	Council Resolution	26 April 2017	026648.2017
9	Council Resolution	26 April 2019	

THIS POLICY WAS DEVELOPED AFTER CONSULTATION WITH

City Community and Culture, Corporate Services (Governance, Legal and Procurement), Infrastructure and Environment.

REFERENCES

Australian Institute of Grants Management: Grant making Manifesto (2011)
 Liverpool City Council: Council's Community Strategic Plan
 Liverpool City Council: Code of Conduct Procedures
 Liverpool City Council: Social Justice Policy and Ethical Governance, Conflicts of Interest Policy
 Services: Community Builders Program Guideline (2012)



4 YEAR STRATEGIC INTERNAL AUDIT PLAN 2021/22- 2025

**LIVERPOOL
CITY
COUNCIL**

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1. INTRODUCTION

The 4-Year Strategic Internal Audit Plan for the period 1 July 2021 to 30 June 2025 is prepared in accordance with Liverpool City Council's Internal Audit Charter.

2. OBJECTIVES

This Plan of Internal Audit Activity aims to communicate the process for determining the focus of Internal Audit activity. In order to retain relevance and ensure value-add to Council this plan will be revised subject to emerging risks and executive requests.

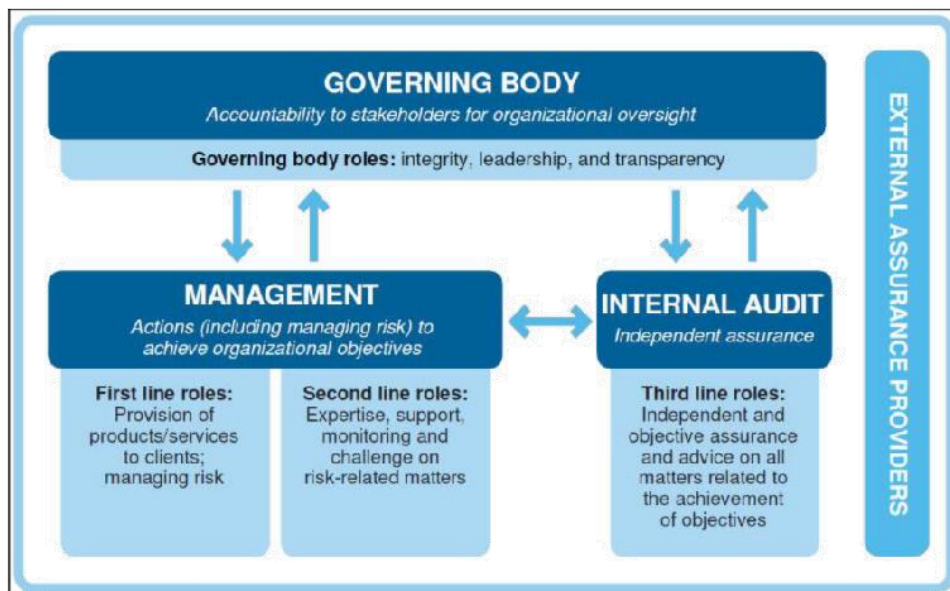
The objectives of this Plan are to:

- Identify a Four-Year Rolling Plan to guide the activities of Council's Internal Audit function from 1 July 2021 to 30 June 2025.
- Provide a risk-based Annual Internal Audit Plan for the year 1 July 2021 to 30 June 2022.
- Allocate appropriate resources to the audits identified for each year based on estimated Internal Audit resources available.
- The budget has factored in a 17.5% contingency in order to allocate time to respond to emerging risks/business needs.

3. THREE LINES MODEL

The Three Lines Model clearly delineates roles and responsibilities of the governing body, as well as executive management, and internal audit. These roles are not limited to risk management but focus on the overall governance of the organisation.

While not a governance model, the increased focus on governance supports both value creation and protection and deals with both the offensive and defensive aspects of managing risk.



4. INTERNAL AUDIT

Internal auditing is an independent, objective assurance and consulting activity designed to add value and improve LCC's operations. It helps LCC accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control and governance processes.

The objective of Internal Audit is to add value to the organisation and improve Council's overall performance by:

- providing independent and reasonable assurance on the effectiveness of Council's risk management, control and governance processes, and act as a catalyst for improvement;
- providing an independent and unbiased assessment of Council's, decision-making, financial management, operations, fraud and corruption, assets, policies, processes and systems;
- assessing compliance with legislation; and
- providing outcomes that will generally improve practices across Council.

Audits are undertaken in accordance with all relevant requirements of the approved Internal Audit Charter, which includes the requirements of the Institute of Internal Auditors' International Standards for the Professional Practice of Internal Auditing.

Internal Audit will continue to support LCC achieve its strategic initiatives and key projects through the design and delivery of audit reports and insights. Internal Audit has identified seven critical objectives that it seeks to achieve in 2019/20 and beyond. This is indicated in the table below.

5. ENTERPRISE RISK MANAGEMENT

LCC's Enterprise Risk Management (ERM) framework aims to support the achievement of organisational objectives and considers all types of strategic, financial, regulatory, reputation, compliance and other operational risks.

Council's Enterprise Risk Management (ERM) Framework provides a consistent and structured approach to risk management. A comprehensive review of Council's risk registers was undertaken by the executive in January 2021.

Emerging risks are continuously added to Council's ERM register with risk owners reviewing and signing-off on strategic risks on a quarterly basis. Compliance and operational risks are reviewed and signed off on a bi-annual basis.

ERM MATURITY

Council's ERM framework maturity has evolved significantly since 2015, when the first Continuous Risk Improvement Program (CRIP) commissioned through Westpool was performed on Council. In order to mature risk management and embed a culture of risk management in the organisation an Annual Risk Management Plan is prepared with key initiatives to drive continuous improvement.

The executive management team recently performed its second Annual Risk Management Self-Assessment on the quality of Council's Risk Management Framework on a scale of 1-5. The operation of LCC's risk management framework was assessed as an overall 4.6/5. The results and feedback from the

survey was embedded into the 2021/22 Annual Risk Management Plan. The draft plan will be tabled to the LCC ARIC at its August 2021 meeting.

Overall, Council's ERM Maturity is assessed against the NSW Audit Office, Risk Management Maturity tool as a blended; consistent-implemented / optimised.

Consistent-implemented: Enterprise risk management is fully implemented across the business, consistently applied and used in decision making and day to day management. Risk management processes are measured, evaluated and fed back into continuous improvement. Principles and policies are implemented, and aggregated reports are prepared and reported to those charged with governance. Risk management is proactive. Key Risk indicators are collected and monitored consistently.

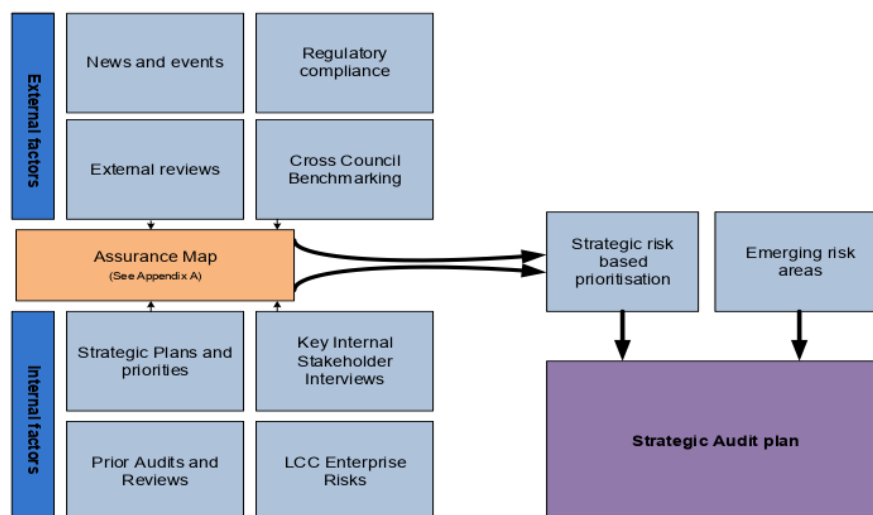
Optimised: Risk management is fully addressed and embedded into day to day management. Sophisticated and advanced risk management processes are used for all major risk types. Risk management is used as a key value driver supporting decision making and pursuit of opportunities. Risks, including emerging risks are proactively identified and monitored through key risk indicators and predictive risk analytics

The **Continuous Risk Improvement Program (CRIP) Audit** of Liverpool City Council on behalf of the CivicRisk Mutual during May 2021 assessed Council's ERM Framework as "Proficient" using the scale below. Liverpool City Council has a comprehensive Risk Management Framework in place which appears to be effectively utilised by staff. Regular reports on the status of strategic and operational risks are provided to the Executive Management Team and the Audit Risk and Improvement Committee.



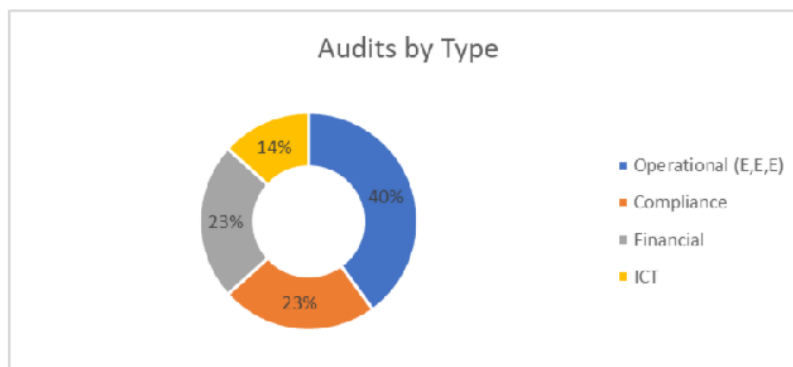
6. APPROACH

Effective use of Internal Audit resources is to ensure that they are focused on the areas of highest priority and concern for the business. The following chart depicts a summary of the planning process.



STRATEGIC COVERAGE

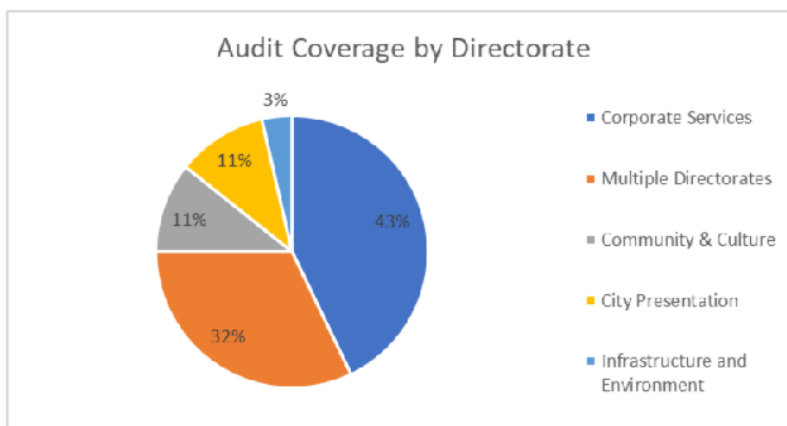
The Strategic Internal Audit Plan shows a diversified coverage of Internal Audits from operational (Efficiency, effectiveness and Economy), compliance, financial, integrated, ICT audits and the likes. Data Analytics will be used to perform a number of these audits where practical. The following graph outlines the types of audits that is scheduled over the 4-year period.



Type	Activity
Operational	Operational audits focus on the key processes, procedures, systems, as well as internal controls with the objective of improving efficiency, effectiveness, economy of the area being audited.
Compliance	Compliance against internal policies, procedures and legislative requirements.
Financial	An analysis and evaluation of raw financial data to ensure accuracy of data, identify anomalies and identify areas for improving efficiency, effectiveness, economy.

Type	Activity
ICT	Assesses the reliability of the security system, information security structure, and integrity of the system so that the output that the system produces is reliable.

A graphical representation of planned audits across council reflects that a large proportion of audit time is allocated to City Corporate. The reason being that the area owns a number of high residual risks, is highly transactional and heavily reliant on controls i.e. payroll, finance and Human Resources.



PRIORITISING AUDITABLE AREAS

Auditable areas were evaluated and prioritised according to the following criteria:

Criterion	Weight (%)	Evaluation method
A. Strategic projects, executive concern and emerging risks	10%	Low to High
B. Enterprise Risk Management	50%	Low to High
C. Compliance and periodic reporting requirements	10%	Low to High
D. Time since last audit	10%	Close to distant
E. Integrated assurance	20%	Control Effectiveness

MANAGING UNCERTAINTY

Western Sydney City Deal

Audit will continue to monitor the evolution of the Western Sydney Planning Partnership and the Western Sydney City Deal to determine if LCC is the risk owner of any emerging strategic risks. The requirement for independent review of a strategic risk area in this space may be required and if so, a request will be made to the Committee for a reprioritisation/addition of audits planned.

Conditional Assumptions

The Strategic Internal Audit Plan assumes that the environment in which LCC operates is ever changing and that risks (& their severity) facing Council are also in a constant state of change. This strategy requires a continuous review of the relevancy of the audits included in the plan. Significant changes to the plan will be communicated via the Audit, Risk and Improvement Committee

CONSULTATIVE APPROACH

Members of LCC Executive (listed below) were consulted during the formulation of this plan and provided an opportunity to raise emerging issues and concerns for inclusion in the plan.

1. Chief Executive Officer
2. Acting Director, Corporate Services
3. Director Infrastructure and Environment
4. Acting Director City Presentation
5. Acting Director Planning & Compliance
6. Acting Director Community and Culture
7. Director Economy & Commercial Development
8. Chief Financial Officer

7. 2021/22 ANNUAL INTERNAL AUDIT PLAN

The 2021/22 Internal Audit Plan is derived directly from the 4-year Strategic Internal Audit Plan. The specific objectives, scope and approach for each Internal Audit shall be agreed with Management responsible for the process or area subject to Internal Audit prior to commencement.

Ref	Audit Topic	Indicative Scope	Audit Type	Directorate	Timing (Est Days)	Sourcing	2021/22
	Compliance						
C.4	Heavy Vehicle Safety and Compliance	To assess Council's Heavy Vehicle and Safety Compliance and adequacy of actions implemented to address previously identified gaps.	Compliance	City Presentation	15	CP	Ongoing
C.6	RMS Drives	To assess council's compliance with the RMS DRIVES24 user agreement.	Compliance	Planning & Compliance, City Presentation	5	In house	Q4
	Financial						
F.3	Overtime & Leave Liabilities	To monitor the effectiveness of process to manage the long term overtime trends, and payroll liabilities through continued reporting.	Financial	All Directorates	8	In house	Q3
	ICT						
ICT.4	Super User Access	To enhance accountability, regular monitoring of all superuser sessions will be audited.	ICT	Corporate Services	5	In house	Quarterly
ICT.1	Cyber Security	To evaluate the adequacy and effectiveness of Council's cybersecurity practices against malicious attacks through penetration and vulnerability tests. Evaluate the effectiveness of response and recovery programs.	ICT	Corporate Services	15	IT	Bi-Annual
	Operational (E,E,E)						

Ref	Audit Topic	Indicative Scope	Audit Type	Directorate	Timing (Est Days)	Sourcing	2021/22
0.10	Climate Change	To review the adequacy and effectiveness of existing processes to manage risks associated with climate change. This may include Development Controls for future developments such as energy efficiency, tree planting, emission targets for the new Aerropolis etc. Energy efficiency and emission reduction targets for Council buildings, facilities and fleet. Floodplain Risk Management Plans (FRMP).	Operational (E,E,E)	All Directorates	15	Co-sourced	Q1
0.2	Conflicts of Interest Program	Conflict of interest disclosures and potential red flags in process associated and initiated by staff and suppliers, with a focus on property acquisitions, development assessments and council's procurement processes.	Operational (E,E,E)	Corporate Services	15	In house	Q2
0.5	Implementation of Audit & Risk Actions (Follow-up Audits)	To assess the adequacy of the implementation of both closed-off audit actions and risk treatments.	Operational (E,E,E)	All Directorates	15	Co-sourced	Q4
0.6	Infrastructure Delivery	To assess the adequacy and effectiveness of the infrastructure delivery and governance processes, including infrastructure delays, budgeting and variations.	Operational (E,E,E)	Infrastructure and Environment	20	Co-sourced	Q2
0.7	Integrated Planning & Reporting (Performance)	To assess the accuracy and completeness of performance information against indicators and metrics reported through the Integrated Planning and Reporting process.	Operational (E,E,E)	All Directorates	15	Co-sourced	Q1
0.8	Online Booking System Effectiveness	To assess the effectiveness and adequacy of the new online booking system and process to achieve the desired efficiencies planned.	Operational (E,E,E)	Community & Culture	15	Co-sourced	Q4

Ref	Audit Topic	Indicative Scope	Audit Type	Directorate	Timing (Est Days)	Sourcing	2021/22
O.12	Waste Management	To assess the adequacy and effectiveness of Council's waste management processes and systems.	Operational (E,E,E)	City Presentation	20	Co-sourced	Q2
	Quality Assurance & Improvement Program						
QAIP	Quality Assurance & Improvement Program	To implement a QAIP program aligned to the Institute of Internal Auditors	N/A	Internal Audit	5	In house	

8. 4 YEAR STRATEGIC INTERNAL AUDIT PLAN 2021 - 2025

The 4-year Strategic Internal Audit Plan and the 2021/22 Annual Internal Audit Plan are based on the inputs, assumptions and audit universe / assurance map detailed in this document. This plan assumes that as LCC evolves in its priority areas, the assessments of risks may change materially. As such, this plan will be subject to continual review.

Ref	Audit Topic	Indicative Scope	Directorate	2021/22	2022/23	2023/24	2024/25
	Compliance						
C.1	Annual Fire Safety Compliance	To assess the adequacy and effectiveness of process in place to ensure all council buildings and facilities are compliant with fire safety regulations.	Economy & Commercial Development			✓	
C.2	Building & Regulatory Compliance	To assess the effectiveness and adequacy of building and regulatory compliance processes.	Planning & Compliance			✓	
C.3	Delegations	Adequacy and completeness of financial delegations relating to procurement activities.	Corporate Services			✓	
C.4	Heavy Vehicle Safety and Compliance	To assess Council's Heavy Vehicle and Safety Compliance and adequacy of actions implemented to address previously identified gaps.	City Presentation	✓	✓		
C.5	Legislative compliance	To assess legislative compliance processes and processes for escalating non-compliance and potential breaches.	Corporate Services				✓
C.6	RMS Drives	To assess council's compliance with the RMS DRIVES24 user agreement.	Planning & Compliance, City Presentation	✓	✓	✓	✓
C.7	Work Health & Safety	To assess the adequacy, effectiveness and value add of councils WH&S systems including compliance, incident management, reporting, aging workforce, and implementation of corrective actions.	Corporate Services / City Presentation		✓		
	Financial						

Ref	Audit Topic	Indicative Scope	Directorate	2021/22	2022/23	2023/24	2024/25
F.1	Accounts Receivable	Determine whether there are adequate controls and procedures to ensure the proper recording of accounts receivable.	Corporate Services		✓		
F.2	Contract Management	To assess the adequacy and effectiveness of processes to monitor vendor performance, third party insurance, safety systems.	Corporate Services		✓		
F.3	Overtime & Leave Liabilities	To monitor the effectiveness of process to manage the long-term overtime trends, and payroll liabilities through continued reporting.	All Directorates	✓	✓	✓	✓
F.4	Procurement	To assess the effectiveness and adequacy of processes associated with the risks of key contractor liquidation, event suppliers, contract management, exemptions and spend analysis.	Corporate Services		✓		✓
F.5	Purchase Cards	Adequacy and effectiveness of purchase card policies and procedures to ensure purchase tools are not abused and used in accordance with council's current practices.	Corporate Services		✓		✓
F.6	Rates	To assess the efficiency and effectiveness of Council's processes to calculate, levy, collection and rate exceptions processes.	Community & Culture			✓	
F.7	Vehicle Accidents & Claims	To assess the effectiveness and efficiency of processes over vehicle accident and claims.	Corporate Services				✓
	ICT						
ICT.1	Cyber Security	To evaluate the adequacy and effectiveness of Council's cybersecurity practices against malicious attacks. Evaluate the effectiveness of response and recovery programs.	Corporate Services		✓		✓

Ref	Audit Topic	Indicative Scope	Directorate	2021/22	2022/23	2023/24	2024/25
ICT.2	Digital Maturity & Manual Workflows	To assess the effectiveness and progress of council's roadmap to implement an enterprise solution, and progress towards achieving digital maturity and automating workflows.	All Directorates			✓	
ICT.3	Open Data	To provide assurance that processes for the release of open data is adequate, efficient and effective.	Economy & Commercial Development		✓		
ICT.4	Super User Access	To enhance accountability, regular monitoring of all superuser sessions will be audited.	Corporate Services	✓	✓	✓	✓
	Operational (E,E,E)						
O.1	Climate Change	To review the adequacy and effectiveness of existing processes to manage risks associated with climate change. This may include Development Controls for future developments such as energy efficiency, tree planting, emission targets for the new Aerropolis etc. Energy efficiency and emission reduction targets for Council buildings, facilities and fleet. Floodplain Risk Management Plans (FRMP).	All Directorates	✓			
O.2	Conflicts of Interest Program	Conflict of interest disclosures and potential red flags in process associated and initiated by staff and suppliers, with a focus on property acquisitions, development assessments and council's procurement processes.	Corporate Services	✓		✓	
O.3	Council Resolutions	To ensure processes for resolving and reporting on council resolutions are efficient, effective and economical.	Corporate Services				✓
O.4	Illegal Dumping	To assess the effectiveness, efficiency and economy of illegal dumping processes, including proactive monitoring and investigations.	City Presentation				✓

Ref	Audit Topic	Indicative Scope	Directorate	2021/22	2022/23	2023/24	2024/25
0.5	Implementation of Audit & Risk Actions (Follow-up Audits)	To assess the adequacy of the implementation of both closed-off audit actions and risk treatments.	All Directorates	✓	✓	✓	✓
0.6	Infrastructure Delivery	To assess the adequacy and effectiveness of the infrastructure delivery process including, governance, budgeting, infrastructure delays, variations and project monitoring.	Infrastructure and Environment	✓			
0.7	Integrated Planning & Reporting (Performance)	To assess the accuracy and completeness of performance information against indicators and metrics reported through the Integrated Planning and Reporting process.	All Directorates	✓		✓	
0.8	Online Booking System Effectiveness	To assess the effectiveness and adequacy of the new online booking system and process to achieve the desired efficiencies planned.	Community & Culture	✓			
0.9	Records Management	To assess compliance with the State Records Management Act, efficiency, effectiveness and economy of the service as a whole.	Community & Culture				✓
0.10	Recruitment, Staff Retention & Turnover	To assess the effectiveness and adequacy of recruitment, staff development process and staff retention strategies including succession planning.	Corporate Services			✓	
0.11	Strategic Property Projects / Liverpool Civic Place	To assess the adequacy and transparency over strategic project management frameworks including probity and reporting.	Economy & Commercial Development		✓		
0.12	Waste Management	To assess the adequacy and effectiveness of Council's waste management processes and systems.	City Presentation	✓			
	Quality Assurance & Improvement Program						
QAIP	Quality Assurance & Improvement Program	To implement a QAIP program aligned to the Institute of Internal Auditors	Internal Audit	✓			

9. 2020/21 AUDIT CARRY OVERS

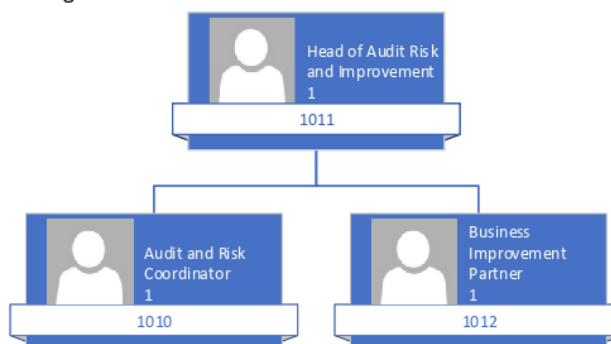
The following projects from the 2020/21 projects are carried over to 2021/22. These audit reports are currently in draft and awaiting management actions before finalising. Additional details are included in the Audit Projects and Activities report.

Ref	Audit Topic	Indicative Scope	Audit Type	Directorate	Timing (Est Days)	Sourcing	2020/21
A.2	Cyber Security	The overall objective of the Cyber Security Internal Audit is to provide assurance that Liverpool City Council's approach to managing cyber security risks aligns with the enterprise risk appetite, including a framework that considers policies, controls, education, incident management, insurance etc.	ICT	Corporate Services	15	Co-sourced	Q4
I.4	WFH Timesheets (Payroll)	The objective of this audit is to provide assurance that controls are adequate and effective in managing timesheet fraud whilst working from home.	Integrated	Corporate Services	20	Co-sourced	Q4

10. RESOURCING

LCC operates an inhouse Internal Audit which is led by the Acting Head of Audit, Risk and Improvement (HARI) with CIA, CCSA and CFE certifications, a degree in internal audit and a post graduate diploma in Accounting Science, with more than 10 years of audit, risk and investigation experience within the public sector. Executive for the NSW Local Government Internal Audit Network, advocating and supporting Internal Auditing and governance in local government.

Internal Audit Organisational Chart



The Audit and Risk Coordinator is currently vacant and will remain vacant for the next few months. Due to the vacancy in this position the number of co-sourced audits have increased for the 2021/22 financial year. The co-sourced audits will be funded through salary savings within the unit.

Internal Audit co-sources a number of projects where there is a knowledge gap and better value is achievable through the engagement of a subject matter expert; or where the independence of internal audit can be enhanced by outsourcing projects, such as the implementation of closed off audit recommendations. Internal Audit is provided a consulting budget of approximately \$50,000 per annum.

The Business Improvement Partner has extensive governance and compliance experience and supports improvement projects across the organisation and Councils Quality Management System (Process Mapping).

The estimated available working days for the Head of Audit, Risk and Improvement and Audit & Risk Coordinator (calculated on an annual basis) is as follows:

	Acting Head of Audit, Risk and Improvement	Audit and Risk Coordinator (Vacant)	Total
Workdays for a financial year (52 weeks x 5 workdays)	260	260	520
Deduct for the following:			
Public Holidays	9	9	18
Annual Leave	20	20	40
Sick Leave	5	5	10
Other Activities / Duties*	156	80	225
Total number of available days in the financial year before contingency	70	146	216
Contingency @ 17.5%			38
Total number of available days in the financial year			178

* Other activities / duties include but not limited to:

- a. Audit, Risk and Improvement Committee preparation, facilitation and assistance;
- b. consulting, advice, assistance and presentations;
- c. Internal Audit Plan preparation;
- d. management requests;
- e. service reviews;
- f. organisation, supervisions and liaison with external and contract auditors;
- g. quality self-assessment, annual report and performance assessment;
- h. recommendations (updating and monitoring);
- i. review of charters, manual and website;
- j. Council's Risk Register and the Annual Risk Management Plan;
- k. Promapp Process Improvement System and training of staff;
- l. monitoring of overtime trends;
- m. business improvement initiatives
- n. training and professional development;

Over the next few years, there will be an emphasis on reducing the amount of time spent on administration and other activities through the phasing of responsibilities over to the Business Improvement Partner where applicable, improved utilisation of supporting technologies, further developed standard audit programs and self-assessments and enhanced processes to streamline audit and related processes.

11. REVIEW AND MONITORING

This Plan will be reviewed annually, in consultation with the relevant stakeholders to retain relevance and to respond to emerging risks and/or business needs. The reviewed plan will be tabled to the Audit and Risk & Improvement Committee annually. This Plan and any reviews are subject to the endorsement of the Audit and Risk & Improvement Committee.

Internal Audit will provide a quarterly report to the Audit, Risk and Improvement Committee on the following:

- Year to date progress against the Plan;
- Significant variations that have occurred from the Plan;
- Acceptance and implementation of Internal Audit recommendations by the management; and
- Any issues likely to affect Internal Audit's performance in the coming quarter.

APPENDIX A

12. ASSURANCE MAP

Assurance mapping is a technique that uses a visual representation of assurance activities to demonstrate how they apply to a specific risk. In this instance the risks which were rated high or greater at an inherent level or moderate or greater at a residual level had assurance activities mapped against it.

This assurance map is aligned to the Three Lines Model in order to detail assurance provided at all levels. The aim of this exercise is to have a full understanding of any gaps in assurance. The assurance map allows Internal Audit to focus its resources on audit topics that provide the most value-add. The assurance map also assists Council in minimising duplication of efforts.

Business Area	Portfolios	Audit Topic	Audit Type	Risk Title	Residual Rating	1st Line Provision of services, managing risks	2nd Line Expertise, support, monitor and challenge risks	3rd Line Independent Assurance	EXTERNAL ASSURANCE PROVIDERS
Finance	Corporate Services	Accounts Receivable	Financial		Medium	✓		✓	
Insurance & Claims	Corporate Services	Aging Workforce	Operational	Inadequate planning for aging workforce	Medium	✓	✓		
Finance	Corporate Services	Annual Financial Statements	External Audit	Unqualified Statutory Financial Statements	Low	✓	✓		✓
Property	Economy and Commercial Development	Annual Fire Safety Compliance	Compliance	N/A	High	✓			
City Environment	Infrastructure and Environment	Asbestos and Contaminated Waste	Operational	Contaminated lands	High	✓	✓	✓	
City Environment	Infrastructure and Environment	Asbestos and Contaminated Waste	Operational	Surface fibro/asbestos	High	✓	✓	✓	
City Works	City Presentation	Asset Management	Operational	Unsafe public domains. (Civil Maintenance)	Low	✓	✓		
City Works	City Presentation	Asset Management	Operational	Failure of drainage infrastructure	Low	✓	✓		
Operational Facilities	City Presentation	Asset Management	Operational	Failure of equipment	Low	✓	✓		

Business Area	Portfolios	Audit Topic	Audit Type	Risk Title	Residual Rating	1st Line Provision of services, managing risks	2nd Line Expertise, support, monitor and challenge risks	3rd Line Independent Assurance	EXTERNAL ASSURANCE PROVIDERS
Operational Facilities	City Presentation	Asset Management	Operational	Inadequate maintenance of Council parks and public domains (Recreation, CBD and Cleansing Services)	Low	✓	✓		
Property	Economy and Commercial Development	Asset Management	Operational	Lease & Licence Management	Low	✓	✓	✓	✓
Technical Support	Infrastructure and Environment	Asset Management	Operational	Inaccurate gap funding of infrastructure	Medium	✓	✓		
Technical Support	Infrastructure and Environment	Asset Management	Operational	Inaccurate data	Low	✓	✓		
Technical Support	Infrastructure and Environment	Asset Management	Operational	Inefficient budgets	Medium	✓	✓		
Technical Support	Infrastructure and Environment	Asset Management	Operational	Asset failure	Low	✓	✓		
Technical Support	Infrastructure and Environment	Asset Management	Operational	Fair value assessment of infrastructure, property, plant, equipment and investment property	Low	✓	✓	✓	✓
Technical Support	Infrastructure and Environment	Asset Management	Operational	Inadequate asset management	Medium	✓	✓	✓	✓
Technical Support	Infrastructure and Environment	Asset Management	Operational	Inadequate corporate asset register	Low	✓	✓		
Customer Experience	Community and Culture	BCP / DRP	Operational	Inadequate backup communications procedures (e.g. Phones)	Low	✓	✓		
Information Management (IT)	Corporate Services	BCP / DRP	Operational	Significant service disruption to service delivery	Medium	✓	✓		
Insurance & Claims	Corporate Services	BCP / DRP	Operational	Outbreak of a major Health Pandemic	High	✓	✓	✓	
Community Standards	Planning & Compliance	Building & Regulatory Compliance	Compliance	Failure to comply with regulatory requirements	Low	✓	✓	✓	
Community Standards	Planning & Compliance	Building & Regulatory Compliance	Compliance	Non-compliant building works performed within the Moorebank	Medium	✓	✓	✓	

Business Area	Portfolios	Audit Topic	Audit Type	Risk Title	Residual Rating	1st Line Provision of services, managing risks	2nd Line Expertise, support, monitor and challenge risks	3rd Line Independent Assurance	EXTERNAL ASSURANCE PROVIDERS
				Voluntary Acquisition Scheme Area					
Community Standards Finance	Planning & Compliance	Building & Regulatory Compliance	Compliance	Unsafe and Non-Compliant Cladding	Medium	✓	✓		
Customer Experience	Corporate Services	Capital Expenditure	External Audit	Inappropriate treatment of capital expenditure	Low	✓	✓		✓
Information Management (IT)	Community and Culture	Cash Handling	Operational	Misappropriation of cash by cashiers	Low	✓	✓		
Children's Services	Corporate Services	CCTV	Compliance	Failure of CCTV	Medium	✓	✓	✓	
Corporate Strategy	Community and Culture	Children's Services	Operational	Inadequate management of childcare operations	Low	✓	✓	✓	
Office of the CEO	Corporate Services	City Deals	Operational	Western Sydney City Deals	High	✓	✓		
	Office of the CEO	City Deals	External Audit	Unfavourable outcomes from Western Sydney Airport & associated infrastructure development	Medium	✓	✓		✓
City Works	City Presentation	City Works	Compliance	Damage to the environment from Council operations	Low	✓	✓		
All	Planning & Compliance, City Infrastructure & Environment	Climate Change	Integrated		Low	✓			
Technical Support	Infrastructure and Environment	Climate Change	Integrated	Climate change	Low	✓	✓	✓	
Technical Support	Infrastructure and Environment	Climate Change	Integrated	Understated or inaccurate flood levels	Low	✓	✓		
Technical Support	Infrastructure and Environment	Climate Change	Integrated	Failure to plan and respond to major flood event	Low	✓	✓	✓	
Community Development & Planning	Community and Culture	Community Engagement	Operational	Provision of incorrect information to the community	Medium	✓	✓		

Business Area	Portfolios	Audit Topic	Audit Type	Risk Title	Residual Rating	1st Line Provision of services, managing risks	2nd Line Expertise, support, monitor and challenge risks	3rd Line Independent Assurance	EXTERNAL ASSURANCE PROVIDERS
Community Development & Planning	Community and Culture	Community Engagement	Operational	Inadequate community engagement	Low	✓	✓		
Community Development & Planning	Community and Culture	Community Facilities	Operational	Inadequate community facilities	Low	✓	✓		
Community Development & Planning	Community and Culture	Community Planning & Engagement	Operational	Lack of community planning in areas of high socio-economic disadvantage	Medium	✓	✓		
Internal Ombudsman	Office of the CEO	Complaint Handling	Compliance	Inappropriate handling of customer and internal complaints	Low	✓	✓		
Internal Ombudsman	Office of the CEO	Complaint Handling	Compliance	Breaches of privacy	Medium	✓	✓		
Infrastructure Planning	Planning & Compliance	Contaminated Lands	Compliance	Incorrect information relating to contamination on planning certificate	Low	✓	✓		
Infrastructure Delivery	Infrastructure and Environment	Contract Management	Integrated	Failure to manage contracts and projects appropriately	Low	✓	✓	✓	
Procurement	Corporate Services	Contract Management	Integrated	Lack of procurement and contract management	Low	✓	✓		
Procurement	Corporate Services	Contract Management	Integrated	Failure of third-party vendor performance	Low	✓	✓		
Procurement	Corporate Services	Contract Management	Integrated	Lack of monitoring supplier performance	Medium	✓	✓		
Procurement	Corporate Services	Contract Management	Integrated	Inadequate contractor insurance and safety systems	Low	✓	✓		
Council & Executive Services	Office of the CEO	Council Resolutions	Operational	Lack of Council resolutions and decisions	Medium	✓	✓		
CPAC	Community and Culture	CPAC Financial Sustainability	Operational	Lack of funding for CPAC	Low	✓	✓		
Information Management (IT)	Corporate Services	Cyber Security	ICT	Inadequate cyber security	Medium	✓	✓		

Business Area	Portfolios	Audit Topic	Audit Type	Risk Title	Residual Rating	1st Line Provision of services, managing risks	2nd Line Expertise, support, monitor and challenge risks	3rd Line Independent Assurance	EXTERNAL ASSURANCE PROVIDERS
Governance	Corporate Services	Delegations	Compliance	Lack of Delegations	Low	✓	✓		
Infrastructure Planning	Planning & Compliance	Developer Contributions	Operational	Infrastructure delivery (maintenance and renewal) uncoordinated or does not support community needs	Medium	✓	✓	✓	
Infrastructure Planning	Planning & Compliance	Developer Contributions	Operational	Failure to spend developer contributions	High	✓	✓	✓	
Infrastructure Planning	Planning & Compliance	Developer Contributions	Operational	Calculation error or failure to apply condition of consent on levying of Section 7.11 (s94) contribution	Low	✓	✓	✓	
Infrastructure Planning	Planning & Compliance	Developer Contributions	Operational	Contribution Shortfall / Unfunded Infrastructure	Medium	✓	✓	✓	
Development Assessment	Planning & Compliance	Development Applications	Integrated	Adverse changes in economic conditions	Medium	✓	✓	✓	
Development Assessment	Planning & Compliance	Development Applications	Integrated	Corrupt development application determinations	Low	✓	✓	✓	
Development Assessment	Planning & Compliance	Development Applications	Integrated	Human error on development application determinations	Medium	✓	✓	✓	
Development Assessment	Planning & Compliance	Development Applications	Integrated	Managing risk associated with Development Applications during development growth	Low	✓	✓	✓	
Information Management (IT)	Corporate Services	Digital Maturity & Manual Workflows	ICT		Medium	✓		✓	
City Economy	Economy and Commercial Development	Economic Development Plans	Operational	Inadequate economic development plans	Low	✓	✓		
City Environment	Infrastructure and Environment	Environment Restoration Plan	Compliance	Increase of pest species	Low	✓	✓		
City Environment	Infrastructure and Environment	Environment Restoration Plan	Compliance	Loss of threatened species/plants	Low	✓	✓		
City Environment	Infrastructure and Environment	Environment Restoration Plan	Compliance	Non-compliance with environmental legislation	Low	✓	✓		

Business Area	Portfolios	Audit Topic	Audit Type	Risk Title	Residual Rating	1st Line Provision of services, managing risks	2nd Line Expertise, support, monitor and challenge risks	3rd Line Independent Assurance	EXTERNAL ASSURANCE PROVIDERS
City Environment	Infrastructure and Environment	Environment Restoration Plan	Compliance	Systemic environmental degradation	Medium	✓	✓		
CPAC	Community and Culture	Events	Operational	Ineffective marketing strategy	Low	✓	✓		
CPAC	Community and Culture	Events	Operational	Failure of events	Low	✓	✓		
Finance	Corporate Services	Financial Considerations	Financial	Lack of financial consideration in committees	Low	✓	✓		
All	Corporate Services	Financial Sustainability	Operational	Unauthorised expenditure of Council funds	Medium	✓	✓	✓	
Finance	Corporate Services	Financial Sustainability	Financial	Inability to maintain financial sustainability & stability	Medium	✓	✓		
Traffic & Transport	Planning & Compliance	Fire Safety	Compliance	Car park fire safety	Low	✓	✓		
Finance	Corporate Services	Fraud & Corruption Program	Operational	Non-compliance with related parties' regulation	Low	✓	✓	✓	
Governance	Corporate Services	Fraud & Corruption Program	Operational	Systemic fraud and corruption	Low	✓	✓	✓	
Governance	Corporate Services	Fraud & Corruption Program	Operational	Lack of disclosure of any conflict of interest	Low	✓	✓		
Procurement	Corporate Services	Fraud & Corruption Program	Operational	Corruption between private entities and Council staff	Low	✓	✓		
Property	Economy and Commercial Development	Fraud & Corruption Program	Operational	Fraud or corruption in the buying or selling of properties	Low	✓	✓		
Children's Services	Community and Culture	Grant Funding	Compliance	Failure to maintain government funding	Low	✓	✓	✓	
Community Development & Planning	Community and Culture	Grant Funding	Compliance	Failure to maintain government funding	Medium	✓	✓		
POD	Corporate Services	Grievance Processes	Operational	Industrial unrest	Medium	✓	✓		
All	Corporate Services / City Presentation	Heavy Vehicle Safety and Compliance	Compliance	Heavy Vehicle Safety and Compliance	Medium	✓	✓	✓	✓

Business Area	Portfolios	Audit Topic	Audit Type	Risk Title	Residual Rating	1st Line Provision of services, managing risks	2nd Line Expertise, support, monitor and challenge risks	3rd Line Independent Assurance	EXTERNAL ASSURANCE PROVIDERS
Waste & Cleansing Office of the CEO	City Presentation	Illegal Dumping	Operational	Illegal Dumping	Low	✓	✓		
	Office of the CEO	Implementation of action items	Operational	Council fails to adopt or implement process improvements	Medium	✓	✓	✓	
Infrastructure Delivery	Infrastructure and Environment	Infrastructure Delivery	Operational	Environmental damage during capital works	Medium	✓	✓		
Infrastructure Delivery	Infrastructure and Environment	Infrastructure Delivery	Operational	Lack of defined project scope	Low	✓	✓	✓	
Insurance & Claims	Corporate Services	Insurance	Operational	Under-insurance / Increased Premiums	High	✓	✓	✓	
Insurance & Claims	Corporate Services	Insurance	Operational	Inadequate insurance coverage	Low	✓	✓	✓	
Insurance & Claims	Corporate Services	Insurance	Operational	Non-disclosure of matters or circumstances to an insurer	Low	✓	✓	✓	
Insurance & Claims	Corporate Services	Insurance	Operational	Fraudulent insurance claims	Low	✓	✓		
Corporate Strategy	Office of the CEO	Integrated Planning & Reporting	Operational	Poor community engagement	Medium	✓	✓		
Corporate Strategy	Office of the CEO	Integrated Planning & Reporting	Operational	Incorrect or incomplete action plans and strategies	Medium	✓	✓		
Corporate Strategy	Office of the CEO	Integrated Planning & Reporting	Operational	Failure to meet Council's legislative integrated planning and reporting requirements and deadlines.	Low	✓	✓		
Corporate Strategy	Office of the CEO	Integrated Planning & Reporting	Operational	Inaccurate data published in Council's reports, in particular Annual Report	Medium	✓	✓	✓	
Corporate Strategy	Office of the CEO	Integrated Planning & Reporting	Operational	Misalignment of Council's Resourcing Strategy to the Community Strategic Plan and/or Delivery Program and Operational Plan.	Medium	✓	✓		

Business Area	Portfolios	Audit Topic	Audit Type	Risk Title	Residual Rating	1st Line Provision of services, managing risks	2nd Line Expertise, support, monitor and challenge risks	3rd Line Independent Assurance	EXTERNAL ASSURANCE PROVIDERS
Finance	Corporate Services	Investment Returns	External Audit	Inadequate return on investments	Low	✓	✓	✓	✓
Information Management (IT)	Corporate Services	IT Software	ICT	Failure to deliver IT services	Medium	✓	✓	✓	
Information Management (IT)	Corporate Services	IT Software	ICT	Unsupported operating system	Medium	✓	✓	✓	
Children's Services	Community and Culture	Legislative compliance	Compliance	Breach of Child Protection legislation	Low	✓	✓		
Customer Experience	Community and Culture	Legislative compliance	Compliance	Failure to communicate changes in legislation, policy, procedures and processes	Low	✓	✓		
Development Assessment	Planning & Compliance	Legislative compliance	Compliance	Adverse change in legislation	Medium	✓	✓	✓	
Governance	Corporate Services	Legislative Compliance	Compliance	Non-compliance with legislative and regulatory requirements	Low	✓	✓		✓
Community Recreation	Community and Culture	Leisure Centre Management	Operational	Injury to staff / contractors / public at community facilities	Low	✓	✓		
Community Recreation	Community and Culture	Leisure Centre Management	Operational	Inadequate operations and maintenance of assets and infrastructure	Medium	✓	✓		
Library & Museum Services	Community and Culture	Library Strategy	Operational	Ineffective Library Strategy (LGA Development)	Low	✓	✓	✓	
Customer Experience	Community and Culture	Mail Contamination	Operational	Lack of mail checks for contamination	Low	✓	✓		
Customer Experience	Community and Culture	Mail Handling	Operational	Incorrect processing/ destruction/ delivery of mail	Low	✓	✓		
City Economy	Economy and Commercial Development	N/A	Operational	Not exploiting business and development opportunities	Medium	✓	✓		
City Economy	Economy and Commercial Development	N/A	N/A	Loss of market opportunities	Medium	✓	✓		
City Economy	Economy and Commercial Development	N/A	N/A	Failure to realise project partnerships opportunities	Medium	✓	✓		

Business Area	Portfolios	Audit Topic	Audit Type	Risk Title	Residual Rating	1st Line Provision of services, managing risks	2nd Line Expertise, support, monitor and challenge risks	3rd Line Independent Assurance	EXTERNAL ASSURANCE PROVIDERS
City Works	City Presentation	N/A	N/A	Failure of Classified Dams	Low	✓	✓		
Community Recreation	Community and Culture	N/A	N/A	Damage to or loss of buildings	Low	✓	✓		
Community Recreation	Community and Culture	N/A	N/A	Anti-social behaviour by patrons	Low	✓	✓		
Community Recreation	Community and Culture	N/A	N/A	Armed hold up or robbery	Low	✓	✓		
Community Standards	Planning & Compliance	N/A	N/A	Loss of Council Pound Facility	Low	✓	✓		
Community Standards	Planning & Compliance	N/A	N/A	Incorrect building advice	Medium	✓	✓		
Community Standards	Planning & Compliance	N/A	N/A	Attacks on Parking Officers and Rangers	Medium	✓	✓		
Council & Executive Services	Office of the CEO	N/A	N/A	Disruption to council meeting equipment	Low	✓	✓		
Council & Executive Services	Office of the CEO	N/A	N/A	Leakage of confidential records/reports to public or media	Medium	✓	✓		
CPAC	Community and Culture	N/A	N/A	Inappropriate storage and collection of artwork	Low	✓	✓		
CPAC	Community and Culture	N/A	N/A	Damage to Casula Powerhouse Art Centre	Low	✓	✓		
Customer Experience	Community and Culture	N/A	N/A	Physical security controls in customer service area	Low	✓	✓		
Customer Experience	Community and Culture	N/A	N/A	Failure to manage internal / external aggressive threats	Low	✓	✓		
Customer Experience	Community and Culture	N/A	N/A	Inadequate information provided to customers	Low	✓	✓		
Customer Experience	Community and Culture	N/A	N/A	Software failure	Low	✓	✓		
Governance	Corporate Services	N/A	N/A	Leaking of confidential or personal information	Medium	✓	✓		

Business Area	Portfolios	Audit Topic	Audit Type	Risk Title	Residual Rating	1st Line Provision of services, managing risks	2nd Line Expertise, support, monitor and challenge risks	3rd Line Independent Assurance	EXTERNAL ASSURANCE PROVIDERS
Legal Services	Corporate Services	N/A	N/A	Waiver of Legal Professional Privilege	Medium	✓	✓		
Legal Services	Corporate Services	N/A	N/A	Inadequate legal advice and representation	Low	✓	✓		
Legal Services	Corporate Services	N/A	N/A	Failure to performance monitor external legal service providers	Low	✓	✓		
Legal Services	Corporate Services	N/A	N/A	Lack of Case Management	Low	✓	✓		
Legal Services	Corporate Services	N/A	N/A	Failure of internal legal advice/services	Low	✓	✓		
Library & Museum Services	Community and Culture	N/A	N/A	Loss or theft of physical historical records	Low	✓	✓		
Library & Museum Services	Community and Culture	N/A	N/A	Theft or misplacement of library materials	Low	✓	✓		
Library & Museum Services	Community and Culture	N/A	N/A	Ineffective Library Design	Low	✓	✓		
Office of the CEO	Office of the CEO	N/A	Operational	Dysfunctional Council	Medium	✓	✓		
Office of the CEO	Office of the CEO	N/A	Operational	Adverse state and federal government decisions on Council	High	✓	✓		
Planning & Transport Strategy	Planning & Compliance	N/A	N/A	Failure of land use planning	Low	✓	✓		
Property	Economy and Commercial Development	N/A	Operational	Conflict of interest in Council development	Medium	✓	✓		
Property	Economy and Commercial Development	Native Title Claims	Compliance	Failure to identify and manage native titles on Crown Lands	Low	✓	✓		
Various	Corporate Services / Community & Culture	Online Booking System Effectiveness	Operational		Low	✓			
City Economy	Economy and Commercial Development	Open Data	ICT	City Deals Open Data Portal	Low	✓	✓		
POD	Corporate Services	Overtime & Leave Liabilities	Financial		Low	✓			

Business Area	Portfolios	Audit Topic	Audit Type	Risk Title	Residual Rating	1st Line Provision of services, managing risks	2nd Line Expertise, support, monitor and challenge risks	3rd Line Independent Assurance	EXTERNAL ASSURANCE PROVIDERS
Traffic & Transport	Planning & Compliance	Parking System	Operational	Damage to parking meters	Low	✓	✓		
Traffic & Transport	Planning & Compliance	Parking System	Operational	Car park payment system failure	Low	✓	✓		
POD	Corporate Services	Payroll	Integrated	Loss of funds due to Payroll fraud or error	Low	✓	✓	✓	
Infrastructure Planning	Planning & Compliance	Planning Certificates	Operational	Incorrect Section 8.25, 10.7 (£149) certificate	Low	✓	✓		
Operational Facilities	City Presentation	Playground Injuries	Compliance	Injuries at Council playgrounds	Medium	✓	✓		
Procurement	Corporate Services	Procurement	Integrated	Unavailability of external expertise when required	Medium	✓	✓		
CPAC	Community and Culture	Procurement	Integrated	Inappropriate approvals for event suppliers	Low	✓	✓		
Infrastructure Delivery	Infrastructure and Environment	Procurement	Integrated	Liquidation of key contractors	Low	✓	✓	✓	
Procurement	Corporate Services	Procurement	Integrated	Negligence of procurement exemptions	Medium	✓	✓	✓	
Procurement	Corporate Services	Procurement	Integrated	Non-compliance with tendering legislation or other requirements	Low	✓	✓	✓	
Procurement	Corporate Services	Procurement	Integrated	Lack of segregation controls in Procurement	Medium	✓	✓		
Procurement	Corporate Services	Procurement	Integrated	Lack of visibility of spend	Medium	✓	✓		
Procurement	Corporate Services	Procurement	Integrated	Enclosure of contract for supply document	Medium	✓	✓		
Property	Economy and Commercial Development	Property Management	Operational	Shortfall of acquisitions funding	Medium	✓	✓		
Property	Economy and Commercial Development	Property Management	Operational	Damage to Council buildings and facilities	Medium	✓	✓		
Finance	Corporate Services	Purchase Cards	Financial		Low	✓		✓	
Customer Experience	Community and Culture	Rates	Operational	Business failure to recover debt	Low	✓	✓		

Business Area	Portfolios	Audit Topic	Audit Type	Risk Title	Residual Rating	1st Line Provision of services, managing risks	2nd Line Expertise, support, monitor and challenge risks	3rd Line Independent Assurance	EXTERNAL ASSURANCE PROVIDERS
Customer Experience	Community and Culture	Rates	Operational	Inappropriate levying and assessment of rates	Low	✓	✓	✓	
Children's Services	Community and Culture	Record Keeping	Operational	Failure to maintain appropriate children's records	Low	✓	✓		
Customer Experience	Community and Culture	Records Management	Operational	Loss of critical paper records	Low	✓	✓		
Customer Experience	Community and Culture	Records Management	Operational	Lack of corporate records management	Medium	✓	✓		
Library & Museum Services	Community and Culture	Recruitment & Screening	Operational	Inappropriate Staff Skill Levels	Medium	✓	✓		
POD	Corporate Services	Recruitment & Screening	Operational	Non-compliance with HR policies and procedures for hiring staff	Low	✓	✓	✓	
Community Standards	Planning & Compliance	RMS Drives	Compliance		Low	✓		✓	
Illegal Waste	City Presentation	RMS Drives	Compliance		Low	✓			
Traffic & Transport	Planning & Compliance	Road Occupancy	Operational	Failure in responding to Pathway Traffic & Transport Customer Safety Service Requests	Low	✓	✓	✓	
Traffic & Transport	Planning & Compliance	Road Occupancy	Operational	Delays in Issuing Road Occupancy Certificates	Low	✓	✓	✓	
Technical Support	Infrastructure and Environment	Safety in Design (SID)	Operational	Negligence of Safety in Design (SID)	Low	✓	✓		
CPAC	Community and Culture	Security	Operational	Theft of or damage to exhibited artworks	Medium	✓	✓		
Operational Facilities	City Presentation	Security	Operational	Theft or vandalism at depot property	Low	✓	✓		
Communications	Office of the CEO	Social Media	Operational	Failure to monitor social media	Low	✓	✓	✓	
Communications	Office of the CEO	Social Media	Operational	Inappropriate use of social media	Low	✓	✓	✓	
POD	Corporate Services	Staff Retention & Turnover	Operational	Inability to attract and retain staff with required skills and qualifications	Medium	✓	✓		

Business Area	Portfolios	Audit Topic	Audit Type	Risk Title	Residual Rating	1st Line Provision of services, managing risks	2nd Line Expertise, support, monitor and challenge risks	3rd Line Independent Assurance	EXTERNAL ASSURANCE PROVIDERS
POD	Corporate Services	Staff Retention & Turnover	Operational	Ineffective processes for staff development and talent retention	Low	✓	✓		
POD	Corporate Services	Staff Retention & Turnover	Operational	CEO Succession and Transition	Medium	✓	✓		
Infrastructure Planning	Planning & Compliance	Strategic Planning	Operational	Voluntary Planning Agreements (VPA) not in the interest of Council or community	Medium	✓	✓	✓	
Planning & Transport Strategy	Planning & Compliance	Strategic Planning	Operational	Inconsistency in development controls	Low	✓	✓		
Planning & Transport Strategy	Planning & Compliance	Strategic Planning	Operational	Outdated and invalid planning instrument	Low	✓	✓		
Property	Economy and Commercial Development	Strategic Property Projects / Liverpool Civic Place	Operational	Failure to deliver Property Services for Council and the community	Low	✓	✓		
Property	Economy and Commercial Development	Strategic Property Projects / Liverpool Civic Place	Operational	Delays in strategic projects	Low	✓	✓		
Property	Economy and Commercial Development	Strategic Property Projects / Liverpool Civic Place	Operational	Liverpool Civic Place Tenancy and Financial Sustainability	Low	✓	✓	✓	
Information Management (IT) Finance	Corporate Services	Super User Access	ICT		Low	✓		✓	
Finance	Corporate Services	Superannuation	Financial	Inadequate review of superannuation expenses	Medium	✓	✓		✓
Finance	Corporate Services	Tax Compliance	Financial	Non-compliance with tax obligations	Low	✓	✓		✓
	City Presentation / Infrastructure & Environment	Tree Management	Operational		Low	✓		✓	
Operational Facilities Finance	City Presentation	Vehicle Accidents & Claims	Operational	Inability to operate Motor vehicle	Low	✓	✓		
	Corporate Services	Vendor Accounts	Financial	Fraud, Misappropriation and/or Theft of financial accounts	Medium	✓	✓		

Business Area	Portfolios	Audit Topic	Audit Type	Risk Title	Residual Rating	1st Line Provision of services, managing risks	2nd Line Expertise, support, monitor and challenge risks	3rd Line Independent Assurance	EXTERNAL ASSURANCE PROVIDERS
Operational Facilities	City Presentation	Volunteer Programs	Compliance	Non-compliance with legal and safety requirements	Low	✓	✓		
Waste & Cleansing	City Presentation	Waste Management	Operational	Wide scale failure of waste & recyclable collection services	High	✓	✓		
Waste & Cleansing	City Presentation	Waste Management	Operational	Lack of maintenance for Council waste management	Low	✓	✓		
Waste & Cleansing	City Presentation	Waste Management	Operational	Wide scale failure of waste disposal /processing services	Low	✓	✓		
Waste & Cleansing	City Presentation	Waste Management	Operational	Significant change in the Waste Industry	High	✓	✓		
All	Corporate Services	Work Health & Safety	Integrated	Workplace Harassment and Intimidation	Low	✓	✓	✓	
Children's Services	Community and Culture	Work Health & Safety	Integrated	Inadequate planning for aging workforce	Low	✓	✓		
Children's Services	Community and Culture	Work Health & Safety	Integrated	Injury to childcare staff	Low	✓	✓		
Children's Services	Community and Culture	Work Health & Safety	Integrated	Injury to child	Low	✓	✓		
City Environment	Infrastructure and Environment	Work Health & Safety	Integrated	Injury to volunteers	Low	✓	✓		
City Presentation	City Presentation	Work Health & Safety	Integrated	Major workforce, safety, health and wellbeing incident	High	✓	✓		
City Works	City Presentation	Work Health & Safety	Integrated	Unsafe construction works areas	Low	✓	✓		
Community Development & Planning	Community and Culture	Work Health & Safety	Integrated	Injury and illness to public at Council events	Low	✓	✓		
Community Development & Planning	Community and Culture	Work Health & Safety	Integrated	Injury to staff by public	Low	✓	✓		
Community Recreation	Community and Culture	Work Health & Safety	Integrated	WHS procedures for pool management staff, contractors and patrons	Low	✓	✓		

Business Area	Portfolios	Audit Topic	Audit Type	Risk Title	Residual Rating	1st Line Provision of services, managing risks	2nd Line Expertise, support, monitor and challenge risks	3rd Line Independent Assurance	EXTERNAL ASSURANCE PROVIDERS
Community Recreation	Community and Culture	Work Health & Safety	Integrated	Lack of compliance with health standards illness to patrons of Council's aquatic facilities	Low	✓	✓		
CPAC	Community and Culture	Work Health & Safety	Integrated	Lack of public and staff health and safety management at major outdoor events	Low	✓	✓	✓	
Insurance & Claims	Corporate Services	Work Health & Safety	Integrated	Major workforce, safety, health and wellbeing incident	Low	✓	✓		
Insurance & Claims	Corporate Services	Work Health & Safety	Integrated	Loss of self-insurers licence	Medium	✓	✓		
Insurance & Claims	Corporate Services	Work Health & Safety	Integrated	Non-compliance of WHS legislation	Low	✓	✓		
Library & Museum Services	Community & Culture	Work Health & Safety	Integrated	Anti-social behaviour by patrons	Low	✓	✓		
Operational Facilities	City Presentation	Work Health & Safety	Integrated	Lack of site inspections	Low	✓	✓		
Traffic & Transport	Planning & Compliance	Work Health & Safety	Integrated	Breach of building safety procedures	Low	✓	✓		
Development Assessment	Planning & Compliance	Works in Kind	Operational	Incorrect Works In Kind Payments or Credits to S94 contributions by developers	Low	✓	✓	✓	
Development Assessment	Planning & Compliance	Works in Kind	Operational	Substandard Works In Kind payments	Low	✓	✓	✓	
Development Assessment	Planning & Compliance	Works in Kind	Operational	Inadequate inspections	Low	✓	✓	✓	
Development Assessment	Planning & Compliance	Works in Kind	Operational	Inadequate oversight by technical engineering	Low	✓	✓	✓	

13. COUNCIL SERVICES / PROCESS UNIVERSE

Corporate Services	Community & Culture	Planning & Compliance	City Presentation	Infrastructure & Environment
<ul style="list-style-type: none">Accounts ReceivableAgeing WorkforceAnnual Financial StatementsAnnual Fire Safety ComplianceAsset ManagementBCP / DRPCapital ExpenditureCash HandlingCCTVContract ManagementCyber SecurityDelegationsDigital Maturity & Manual WorkflowsFinancial ConsiderationsFinancial SustainabilityFraud & Corruption ProgramGrievance ProcessesInsuranceInvestment ReturnsIT SoftwareLegislative compliance	<ul style="list-style-type: none">Overtime & Leave LiabilitiesProcurementPurchase CardsRecruitment & ScreeningStaff Retention & TurnoverSuper User AccessSuperannuationTax ComplianceVendor AccountsWork Health & SafetyPayroll	<ul style="list-style-type: none">Children's ServicesCommunity EngagementCommunity FacilitiesCommunity Planning & EngagementCPAC Financial SustainabilityData Storage & BackupsEventsGrant FundingLegislative complianceLeisure CentreManagementLibrary StrategyProcurementRecord KeepingSecurityRatesRecords ManagementMail ContaminationMail HandlingCustomer Experience	<ul style="list-style-type: none">Contaminated LandsDeveloper ContributionsDevelopment ApplicationsFire SafetyLegislative complianceParking SystemPlanning CertificatesRoad OccupancyStrategic PlanningWorks in KindBuilding & Regulatory ComplianceRMS Drives <div>Office of the CEO</div> <ul style="list-style-type: none">City DealsComplaint HandlingCouncil ResolutionsImplementation of action itemsIntegrated Planning & ReportingSocial Media <div>Emerging Issues</div> <ul style="list-style-type: none">Online Booking SystemClimate ChangeChain of ResponsibilityWork Health & SafetyCity Presentation	<ul style="list-style-type: none">Asset ManagementCity WorksIllegal DumpingPlayground InjuriesRMS DrivesSecurityTree ManagementVehicle Accidents & ClaimsVolunteer ProgramsWaste Management <div>Office of the CEO</div> <ul style="list-style-type: none">City DealsComplaint HandlingCouncil ResolutionsImplementation of action itemsIntegrated Planning & ReportingSocial Media <div>Emerging Issues</div> <ul style="list-style-type: none">Online Booking SystemClimate ChangeChain of ResponsibilityWork Health & SafetyCity Presentation



HERITAGE ADVISORY COMMITTEE CHARTER

Adopted: [September 2021](#)

TRIM: 044928.2019



HERITAGE ADVISORY COMMITTEE CHARTER**1. NAME**

Heritage Advisory Committee Charter

2. INTERPRETATION

2.1 For the purpose of this charter:

"Council" means the Liverpool City Council and
"Member" means a member of the Committee

3. PURPOSE

3.1 The Heritage Advisory Committee has been established primarily to support the conservation and promotion of heritage within the Liverpool Local Government Area by providing relevant community based advice and assistance.

4. FUNCTIONS

4.1 The Heritage Advisory Committee shall:

- a) Provide Council with advice on the management of heritage within the Liverpool area. This includes reviewing and commenting on Council and State Government policies and strategies that affect heritage within the LGA and making recommendations on conservation objectives, policies and overall direction where appropriate.
- b) Advise and make recommendations to Council in relation to the nomination and deletion of Heritage Listed items from the Local Environmental Plan (LEP) and State Heritage Register. This includes the undertaking of historical research and provision of evidence in support of recommendations.
- c) Advise and assist Council and work with the community to increase awareness of heritage matters through education and promotion, such as "Heritage Week" events, publications, seminars, public displays and workshops.
- d) Act as a conduit between Council and the community in relation to heritage matters.
- e) Act as a reference and peer review body as required for heritage surveys, conservation reports, planning studies and other heritage related bodies of work.

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- f) Undertake historical research projects to assist Council in building its knowledge of existing heritage items and to support proposed heritage items.
- g) Advise and make recommendations in relation to the management of the heritage collection at the Liverpool Regional Museum and Casula Powerhouse Arts Centre; and
- h) Advise and assist Council in the seeking of external funding through third party grants, such as grants through the Heritage Council of NSW or other available sources.

5. OUTCOMES**5.1** The outcomes of the Committee are to:

- a) Provide a forum for input from the community and the professional heritage sector on matters of heritage significance to the Liverpool Local Government Area;
- b) Promote the natural and cultural heritage of the Liverpool Local Government Area by increasing community awareness and understanding of heritage conservation;
- c) Advocate for the conservation of local heritage as a contributor to a sense of place and local identity;
- d) Support Council in advancing the aims of the Heritage Strategy;
- e) Support Council in the development and implementation of strategies, policies and programs related to heritage conservation;
- f) Provide input to Council on heritage programming, exhibitions, education and events; and
- g) Support Council in the conservation and promotion of Liverpool City Council's movable heritage collection.

6. COMMITTEE DELEGATIONS**6.1** The Committee shall not have the power to incur expenditure.**6.2** The Committee does not have the power to bind the Council.**6.3** Recommendations made by the Committee which are determined by the CEO to be substantially operational in nature will be dealt with by the relevant Director, and any action or decision not to act will be reported to the Committee on a regular basis.

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- 6.4 Employees of the Council are not bound to the direction of the advisory Committee or any of its members.

7. MEMBERSHIP

Note: the Committee does not have the authority to co-opt anyone to its membership.

The Committee shall comprise 10 members, consisting of:

7.1 COUNCILLOR REPRESENTATION

Two (2) Councillors approved by Council, one to act as Chairperson.

7.2 MEMBERSHIP

The Committee shall include eight (8) community representatives either:

- From the Liverpool Local Government Area; or
- With a strong connection with Liverpool; or
- With demonstrated understanding of Liverpool's history and heritage; or
- A demonstrated understanding of the NSW Heritage management system.

Committee members should have a demonstrated skillset/knowledge in one of the following:

- Indigenous Cultural Heritage;
- Local Heritage;
- Historical Research;
- Heritage Architecture;
- Collections Management;
- Heritage Tourism;
- Heritage Interpretation and Public Art; and
- Museum Exhibition Design and Development.

Applications for membership will take place through a publically advertised expression of interest process, after which a recommendation will be

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submitted to the elected Council for approval of the membership of the committee.

Membership with a local Heritage Group is not necessary but will be considered where it can be demonstrated as facilitating a defined skillset.

7.3 NOMINATION AND SELECTION

Expressions of interest to participate in the Committee will be called for through the Council notices posted in the local media and Council's website.

The membership criteria for the Committee include the following:

- a) Demonstrated interest in and knowledge of the heritage and history of Liverpool;
- b) Demonstrated skill/knowledge in one of the defined skillsets.
- c) Demonstrated interest in and knowledge of the challenges and opportunities affecting local heritage management;
- d) A willingness to commit time to be actively involved in the Heritage Advisory Committee and to perform tasks related to Committee business;
- e) Resident; ratepayer; or a strong association with the Liverpool Local Government Area, including a strong interest and understanding of the local heritage and history;
- f) Demonstrated practical experience in the advocacy, promotion and protection of heritage within the Liverpool Local Government Area; and
- g) The ability to effectively listen, cooperate and constructively participate as a member of the Liverpool Heritage Advisory Committee.

7.4 COUNCIL SUPPORT

- a) Councillors other than those appointed to the Committee may attend and observe and contribute, but not move or second motions or vote on motions.
- b) Council's Heritage Officer will attend Committee meetings as an ex-officio member and will provide professional advice to the Committee;
- c) A Council staff member will attend meetings to provide administrative and other support to the Committee. Administrative support is provided for the preparation of the agenda, recording of the minutes and distribution of the agenda and business paper.

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- d) Other Council staff may attend Committee meetings to observe or to address the Committee where a matter has been included in the agenda.
- e) The Chairperson can invite Council staff, present in the meeting, to participate in the discussion if their input is deemed to be necessary.
- f) Council staff do not have any voting rights on the Committee.

7.5 CHAIRPERSON AND DEPUTY CHAIRPERSON

- a) The nominated Councillor will act as the Chairperson, with the second Councillor to act as Deputy Chairperson.
- b) The role of the Chairperson is to preside at a meeting of the Committee. The Chairperson requires the skills to be able to facilitate the effective functioning of the Committee. In the absence of the Chairperson, the Deputy Chairperson shall preside at the meeting.
- c) The Deputy Chairperson, assumes all the rights and obligations of the Chairperson for that meeting.
- d) The Chairperson has the ability to invite external subject matter experts to participate in meetings from time to time as non-voting members.

8 QUORUM AND DECISION MAKING

- 8.1 The quorum to enable business to be transacted at meetings shall be half the membership plus one, including at least one Councillor to act as Chairperson.
- 8.2 Observers or visitors at the meeting do not form part of the quorum.
- 8.3 In the absence of a quorum 15 minutes after the scheduled start of the meeting, the Committee members present may discuss the agenda items although any recommendations made will not become formalised until they have been ratified at the next Committee meeting with a quorum present.
- 8.4 The Committee is to conduct business in accordance with Council's resolution of 24 March 2015 as follows:
 - a) Record all motions formally moved;

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- b) Record the identity of the mover and seconder of each such motion together with the voting outcome, and such other information as may be referred to under the *Local Government (General) Regulation 2005*;
 - c) No longer record 'action items' (where it is not possible to identify the promoters (and dissenters) with respect to such items);
 - d) Record that declarations of conflicts of interest were called for at the commencement of each Committee meeting and the result of such call (even where no conflicts of interest were disclosed); and
 - e) Ensure the minutes of all Committee meetings are consistent with the format of Council meetings.
- 8.5 Committee recommendations are not binding on Council. To obtain Council endorsement, a Committee recommendation must be reported to the Council for their decision.

9 TERM OF OFFICE

A person appointed to the Committee will continue as a member for four years. The Committee will dissolve at the commencement of any new Council term, with Expressions of Interest for the next Committee commencing after the first meeting of the new Council.

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9.1 Casual Vacancy

- a) Should a vacancy occur during the term of appointment it will be filled by following the normal process for appointments (refer Section 7 Membership).
- b) A member's position becomes vacant:
 - i. If the member dies;
 - ii. If the member resigns membership by notice in writing to the Committee Chairperson;
 - iii. If the member is absent for more than three consecutive meetings without the leave of the Chairperson and the Committee votes to declare the member's position vacant;
 - iv. If the member misuses information or breaches confidentiality and Council resolves to remove the member;
 - v. If the members is determined to be aggressive or uncooperative with Council staff or other members of the committee and Council resolves to remove the member;
 - vi. If Council otherwise resolves to remove the member.

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Where a vacancy occurs within eight months of the end of the term of the current membership, the vacancy will not be filled.

9.2 Non-Attendance at Meetings

Ongoing membership of the Committee is subject to regular attendance and reasonable apologies. A Committee member should notify the Committee Chairperson of their planned absence from a meeting.

Any Committee member knowing that they will be absent for three or more consecutive meetings should notify the Committee Chairperson in writing of the planned absence.

In the event of a member being absent for three or more consecutive meetings without apology and without the approval of the Committee, the Committee can vote on whether to declare the member's position vacant, inform the member of the outcome and fill the position as a casual vacancy.

9.3 Resignation from Committee

Any Committee member wishing to resign from the Committee shall do so in writing to the Committee Chairperson.

10 GENERAL PUBLIC

10.1 The Committee meetings will be open to members of the general public who may participate in discussion with the permission of the Chairperson. Voting rights are maintained by only those appointed to the Committee.

10.2 Representatives of organisations or the general community may be invited to address the Committee on matters on the agenda.

11 TIMETABLE FOR MEETINGS

11.1 Meetings will be held quarterly, subject to confirmation two weeks prior to each meeting of agenda items requiring Committee discussion.

11.2 A meeting will be limited to a maximum of one and a half hours duration unless the Committee resolves to extend the length of the meeting to a particular time or the completion of business.

11.3 Extra-ordinary meetings may be called by the Chairperson of the Committee in consultation with the CEO (or his/her delegate).

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11.4 A schedule for Committee meetings confirming the location, date and starting time for meetings will be distributed to Committee members.

11.5 Changes to scheduled Committee meetings can only be made if five ordinary days' notice has been given to all members.

12. MEETING PRACTICE AND PROCEDURES

12.1 Committee meetings must be conducted in accordance with Council's Code of Meeting Practice.

12.2 The Committee must observe the provisions of any other relevant Council policies and procedures.

12.3 Minutes of meetings must be kept in accordance with the procedures set out in Council's Code of Meeting Practice.

12.4 The minutes of each Committee meeting will be submitted to the next available meeting of Council.

13. INSURANCE COVER

13.1 Committee members are covered by Council's personal accident insurance only for attendance at meetings and other activities formally endorsed by the Committee.

14. OBSERVING THE CODE OF CONDUCT AND RELEVANT COUNCIL POLICIES

14.1 All members of the Committee are required to observe the provisions of Council's Code of Conduct and any other relevant Council policy applicable to the proper functioning of the Committee.

14.2 Should a member of the Committee breach Council's Code of Conduct or any other relevant Council policy, the matter will be referred to the CEO to be dealt with in accordance with Council's Code of Conduct Procedures.

14.3 A breach of the Code of Conduct may result in the particular Committee member concerned being excluded from membership of the Committee.

14.4 If a Committee member has a pecuniary interest in any matter with which the Committee is concerned and is present at a meeting of the Committee at which the matter is being considered, they must disclose the interest to

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the meeting and must not be present during any discussion or decision making relating to that matter. Leaving the room is necessary because to remain in the presence of the meeting but refrain from voting is taken to be a vote against the motion.

- 14.5 A member of the Committee who has a non-pecuniary conflict of interest in any matter with which the Committee is concerned and is present at a meeting of the Committee at which the matter is being considered must disclose the interest to the meeting as soon as practicable. If a member of the Committee has declared a non-pecuniary conflict of interest, there exists a range of options for managing the conflict of interest. The option chosen will depend on an assessment of the circumstances of the matter, the nature of the interest and the significance of the issue being dealt with.
- 14.6 A Committee member will deal with a non-pecuniary conflict of interest in at least one of these ways:
- a) Where the potential for conflict is deemed minimal, take no action. However, the Councillor or Committee member should consider providing an explanation as to why it is considered that only a minimal or non-existent conflict exists;
 - b) Where the potential for conflict is more significant, take no part in the matter by leaving the room in which the meeting is taking place and take no part in any debate or vote on the issue, as if the provisions in clause 4.29 of the Code of Conduct applied.
- 14.7 Committee members declaring a conflict of interest, whether pecuniary or non-pecuniary, should complete a Declaration of Interest Form which is to be signed by the CEO and retained by Council in accordance with Council's Code of Conduct and its Ethical Governance: Conflicts of Interest Policy.

15 CONFIDENTIALITY AND MANAGING PRIVACY

- 15.1 Committee members, through their involvement on the Committee, may come in contact with confidential or personal information retained by Council. Committee members are required to maintain confidentiality and security in relation to any such information and not access, use or remove that information, unless authorised to do so.
- 15.2 The *Privacy and Personal Information Protection Act 1998* and Council's Privacy Management Plan deal with the collection, holding, use, correction, disclosure and transfer of personal information.

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- 15.3 Should a Committee member become aware of any breach of security, or misuse of Council's confidential or personal information, they should inform the CEO immediately.

16 MEDIA PROTOCOL

- 16.1 The Mayor is the only person permitted to speak to the media on behalf of the Committee.
- 16.2 No other member of the Committee is permitted to speak to the media in their capacity as a Committee member.

17 REVIEW OF THE COMMITTEE AND THIS CHARTER

- 17.1 Council will review the work of the Committee and this charter every four years.

HERITAGE ADVISORY COMMITTEE CHARTER**AUTHORISED BY**

Council Resolution

EFFECTIVE FROM**DIRECTORATE RESPONSIBLE**

Planning and Compliance

REVIEW DATE**VERSION**

Version	Amended by	Changes Made	Date	TRIM Number
1	Council Resolution	Minor changes	26 August 2015	207351.2015
2	Council Resolution	Minor changes	16 December 2015	339482.2015
3	Council Resolution	Amendment to Functions, Membership, Quorum and Decision Making and General Public,	30 August 2017	242312.2017
4	Council Resolution	Amendment to functions, membership and nomination and selection criteria.	6 February 2019	044928.2019
5	Council Resolution	Increase term of Community Membership from 2 to 4 years	15 September 2021	297556.2021

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REFERENCES

Liverpool City Council: Code of Conduct
 Liverpool City Council: Code of Conduct Procedures

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Liverpool City Council: Code of Meeting Practice
Liverpool City Council: Conflicts of Interest Policy
Liverpool City Council: Privacy Management Plan