BUSINESS PAPER

Penrith Mayor Todd Carney is joined by Member for Penrith Karen McKeown MP OAM, founder of Penrith Community Kitchen Cathy Craig and students from Penrith Selective High School at the Penrith Community Kitchen Thank You Morning Tea.

Ordinary Meeting

23 March 2026

PENRITH CITY COUNCIL

penrithcity.nsw.gov.au

PENRITH CITY COUNCIL

17 March 2026

Dear Councillor,

In pursuance of the provisions of the Local Government Act, 1993 and the Regulations thereunder, notice is hereby given that an **ORDINARY MEETING** of Penrith City Council is to be held remotely using audio visual links, video streamed and in the Council Chambers, Civic Centre, 601 High Street, Penrith on Monday 23 March 2026 at 7:00 PM.

Attention is directed to the statement accompanying this notice of the business proposed to be transacted at the meeting.

Yours faithfully

Andrew Moore
General Manager

BUSINESS

1. LEAVE OF ABSENCE

Leave of absence has been granted to:
Councillor Sue Day - 23 March 2026 to 27 March 2026 inclusive.

2. APOLOGIES

3. CONFIRMATION OF MINUTES

Ordinary Meeting - 23 February 2026.

4. DECLARATIONS OF INTEREST

Pecuniary Interest *(The Act requires Councillors who declare a pecuniary interest in an item to leave the meeting during discussion of that item)*
Non-Pecuniary Conflict of Interest – Significant and Less than Significant
(The Code of Conduct requires Councillors who declare a significant non-pecuniary conflict of interest in an item to leave the meeting during discussion of that item)

5. MAYORAL MINUTES

6. NOTICES OF MOTION TO RESCIND A RESOLUTION

7. NOTICES OF MOTION AND QUESTIONS ON NOTICE

Bill smoothing on rates and animal register payments.

8. ADOPTION OF REPORTS AND RECOMMENDATION OF COMMITTEES

Heritage Advisory Committee Meeting - 25 February 2026.
Policy and Strategy Committee Meeting - 9 March 2026.

9. DELIVERY PROGRAM REPORTS

10. URGENT BUSINESS

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ORDINARY MEETING

MONDAY 23 MARCH 2026

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ADVANCE AUSTRALIA FAIR

Australians all let us rejoice,
For we are one and free;
We've golden soil and wealth for toil;
Our home is girt by sea;
Our land abounds in nature's gifts
Of beauty rich and rare;
In history's page, let every stage
Advance Australia Fair.

In joyful strains then let us sing,
Advance Australia Fair.

WEBCASTING NOTICE

Please note that tonight's meeting other than the confidential sessions are being recorded and will be placed on Council's website.
Council takes all care when maintaining privacy. However, all in attendance should refrain from making defamatory statements and be aware that you may be recorded.

Acknowledgement of Country

We acknowledge and pay respect to the Darug and Gundungarra people who are the traditional owners in which Penrith Local Government Area is situated.

We also pay our respect to elders past, present and emerging, and to the First Nations people living in our community today.

PRAYER

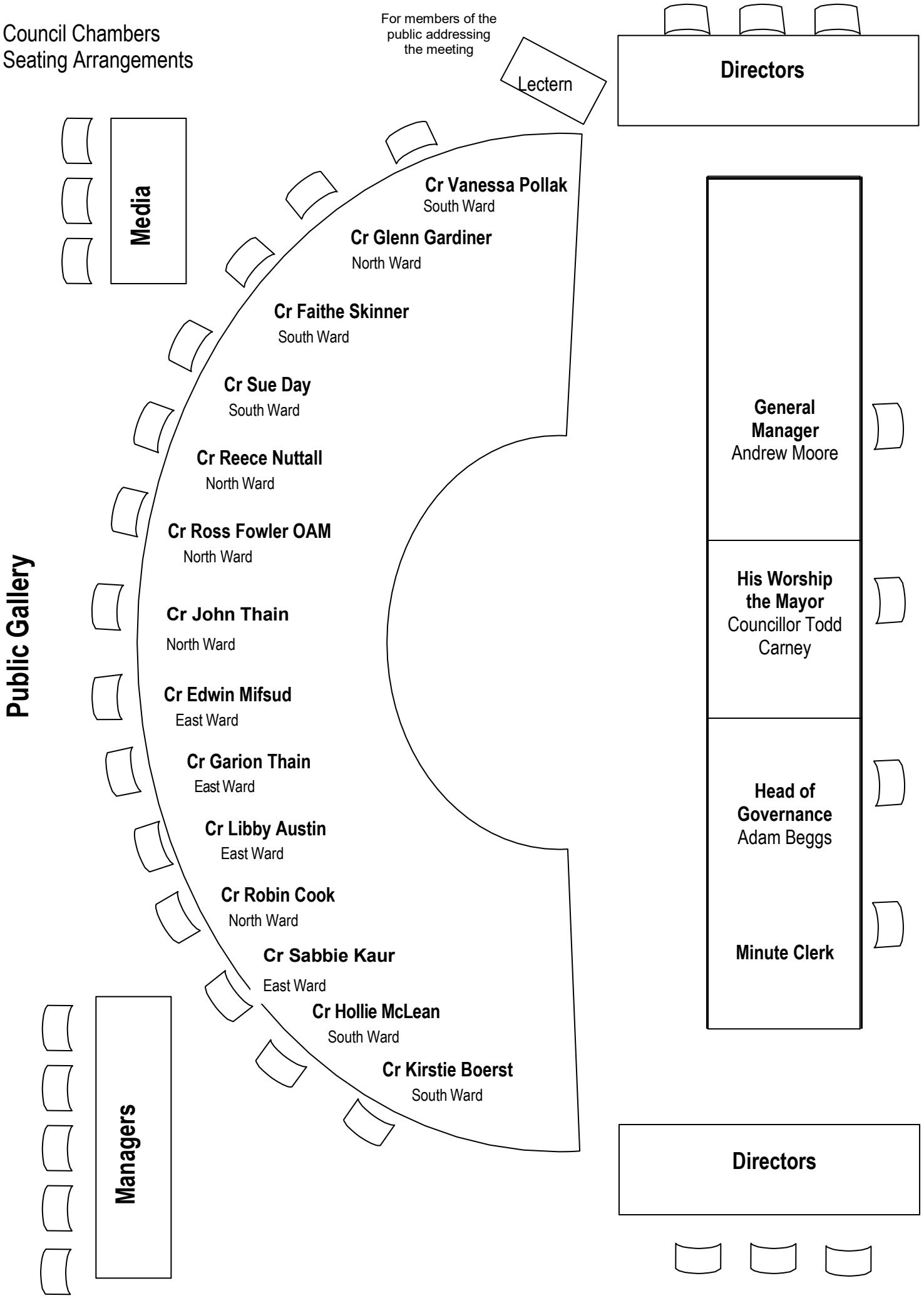
“Sovereign God, tonight as we gather together as a Council we affirm that you are the giver and sustainer of life. We come together as representatives of our community to make decisions that will benefit this city and the people within it.

We come not in a spirit of competition, not as adversaries, but as colleagues. Help us to treat each other with respect, with dignity, with interest and with honesty. Help us not just to hear the words we say, but also to hear each others hearts. We seek to be wise in all that we say and do.

As we meet, our concern is for this city. Grant us wisdom, courage and strength.

Lord, help us. We pray this in the name of Jesus Christ our Lord. Amen.”

Council Chambers
Seating Arrangements



Oath of Office

I swear that I will undertake the duties of the office of Councillor in the best interests of the people of Penrith and the Penrith City Council and that I will faithfully and impartially carry out the functions, powers, authorities and discretions vested in me under the Local Government Act 1993 or any other Act to the best of my ability and judgment.

Affirmation of Office

I solemnly and sincerely declare and affirm that I will undertake the duties of the office of Councillor in the best interests of the people of Penrith and the Penrith City Council and that I will faithfully and impartially carry out the functions, powers, authorities and discretions vested in me under the Local Government Act 1993 or any other Act to the best of my ability and judgment.

Local Government Act 1993, Section 233A

PENRITH CITY COUNCIL

2026 MEETING CALENDAR

January 2026 - December 2026

(Adopted by Council – 2 February 2026)

	TIME	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
		Mon	Mon	Mon	Mon	Mon	Mon	Mon	Mon	Mon	Mon	Mon	Mon
Ordinary Council Meeting	**7:00pm**		2 23@	23	20 -	25 #	29*	27	24@	28^	26✓	30∞#+	14
Policy & Strategy Committee	**7:00pm**		9	9>	13	11	1	13	10	14	12	9	7

- Meeting at which the draft corporate planning documents (Delivery Program and Operational Plan) are endorsed for exhibition

* Meeting at which the draft corporate planning documents (Delivery Program and Operational Plan) are adopted

Meetings at which the Operational Plan quarterly reviews (March and September) are presented

@ Meetings at which the Delivery Program progress reports (including the Operational Plan quarterly reviews for December and June) are presented

^ Election of Mayor and/or Deputy Mayor

✓ Meeting at which the 2025-26 Financial Statements are signed and referred to auditors

∞ Meeting at which the 2025-26 Financial Statements are presented

+ Meeting at which the Annual Report is presented

> To consider Budget, draft fees & charges and corporate document

Δ

- Extraordinary Meetings are held as required.
- Members of the public are invited to observe meetings of the Council (Ordinary and Policy & Strategy Committee).
- Should you wish to address Council, please contact the Head of Governance, Adam Beggs on 4732 7597.

UNCONFIRMED MINUTES
OF THE ORDINARY MEETING OF PENRITH CITY COUNCIL
HELD REMOTELY USING AUDIO VISUAL LINKS, VIDEO STREAMED
ON THE COUNCIL WEBSITE AND IN THE COUNCIL CHAMBERS
ON MONDAY 23 FEBRUARY 2026 AT 7:00 PM

NATIONAL ANTHEM

The meeting opened with the National Anthem.

WEBCASTING STATEMENT

His Worship the Mayor, Councillor Todd Carney read a statement advising that Council Meetings are recorded and webcast.

ACKNOWLEDGEMENT OF COUNTRY

His Worship the Mayor, Councillor Todd Carney read an Acknowledgement of Country.

PRAYER

The Council Prayer was read by Rev. Christine Bayliss Kelly.

PRESENT

His Worship the Mayor, Councillor Todd Carney, Deputy Mayor, Councillor Garion Thain and Councillors Libby Austin, Kirstie Boerst, Robin Cook, Sue Day, Ross Fowler OAM, Glenn Gardiner, Sabbie Kaur, Hollie McLean, Edwin Mifsud, Reece Nuttall, Vanessa Pollak, Faithe Skinner and John Thain.

LEAVE OF ABSENCE

24 RESOLVED on the MOTION of Councillor Faithe Skinner seconded Councillor Vanessa Pollak that Councillor Sue Day be granted Leave of Absence for the period 23 March 2026 to 28 March 2026 inclusive.

25 RESOLVED on the MOTION of Councillor Libby Austin seconded Councillor Robin Cook that Councillor Garion Thain be granted Leave of Absence for the period 1 April 2026 to 21 April 2026 inclusive.

APOLOGIES

There were no apologies.

CONFIRMATION OF MINUTES - Ordinary Meeting - 2 February 2026

26 RESOLVED on the MOTION of Councillor Garion Thain seconded Councillor Libby Austin that the minutes of the Ordinary Meeting of 2 February 2026 be confirmed, subject to the following corrections:

- On pages 16 and 17, Edward Mifsud be amended to Edwin Mifsud,
- On page 20, Pruce Car be amended to Prue Car, and
  Workship be amended to Worship.

DECLARATIONS OF INTEREST

Councillor Sue Day declared a Non-Pecuniary Conflict of Interest – Significant in *Item 4 - Children's Services Management Agreement* and *Confidential Business Item 3 - Review of*

Children Services Centres, as she is on the Children's Services Cooperative Board as Council's representative. Councillor Sue Day stated that she would leave the meeting during consideration of this item and would not take part in voting or discussion on this item.

Councillor Vanessa Pollak declared a Non-Pecuniary Conflict of Interest – Significant in *Item 4 - Children's Services Management Agreement* and *Confidential Business Item 3 - Review of Children Services Centres,* as she is on the Children's Services Cooperative Board as Council's representative. Councillor Vanessa Pollak stated that she would leave the meeting during consideration of this item and would not take part in voting or discussion on this item.

Councillor Ross Fowler OAM declared a Non-Pecuniary Conflict of Interest – Significant in *Item 4 - Children's Services Management Agreement* and *Confidential Business Item 3 - Review of Children Services Centres,* as he is on the Children's Services Cooperative Board as Council's representative. Councillor Ross Fowler OAM stated that he would leave the meeting during consideration of this item and would not take part in voting or discussion on this item.

Procedural Motion

27 RESOLVED on the MOTION of Councillor John Thain seconded Councillor Libby Austin that *Item 4 - Children's Services Management Agreement* and *Item 6 - PCC2025-299 Safety System Software,* be dealt with after Confidential Business.

MAYORAL MINUTES

1 Vale Norma Thorburn OAM

Councillor Ross Fowler OAM, Deputy Mayor Garion Thain and Councillor John Thain spoke in support of this Mayoral Minute.

28 RESOLVED on the MOTION of Councillor Todd Carney seconded Councillor Ross Fowler OAM that the Mayoral Minute on Vale Norma Thorburn OAM be received.

NOTICES OF MOTION

1 Support for Penrith Panthers 2026

29 RESOLVED on the MOTION of Councillor Garion Thain seconded Councillor Reece Nuttall

That:

1. For the period inclusive Monday, 2 March to Sunday, 15 March (with the exception of Saturday, 7 and Sunday, 8 March), that Council light up the Civic Centre with the Penrith Panthers team colours, in celebration of their upcoming NRL season and in support of the team during their first away game in Brisbane.

2. Further, if the motion is successfully adopted, that Council send a letter to Penrith Panthers from the Mayor and Deputy Mayor informing them of the contents of the motion and wishing them luck for the 2026 NRL season.

2 International Women's Day

30 RESOLVED on the MOTION of Councillor Libby Austin seconded Councillor Hollie McLean that the Civic Centre be lit up purple for International Women's Day over the weekend of the 8 March 2026 inclusive.

REPORTS OF COMMITTEES

1 Report and Recommendations of the Local Transport Forum held on 2 February 2026

31 RESOLVED on the MOTION of Councillor Reece Nuttall seconded Councillor Robin Cook that the recommendations contained in the Report and Recommendations of the Local Transport Forum held on 2 February, 2026 be adopted.

2 Report and Recommendations of the Policy and Strategy Committee Meeting held on 9 February 2026

32 RESOLVED on the MOTION of Councillor Reece Nuttall seconded Councillor Libby Austin that the recommendations contained in the Report and Recommendations of the Policy and Strategy Committee meeting held on 9 February, 2026 be adopted.

DELIVERY PROGRAM REPORTS

STRATEGIC DIRECTION 1 - NURTURE OUR ENVIRONMENT

1 Emu Plains Floodplain Risk Management Study and Plan

33 RESOLVED on the MOTION of Councillor Glenn Gardiner seconded Councillor Reece Nuttall

That:

1. The information contained in the report on Emu Plains Floodplain Risk Management Study and Plan be received.
2. The draft Emu Plains Floodplain Risk Management Study and Plan, November 2025 be endorsed for public exhibition for a period of no less than 28 days.
3. A further report be presented to Council on the results of the public exhibition of the draft Emu Plains Floodplain Risk Management Study and Plan, November 2025 addressing any submissions received during the exhibition period.

STRATEGIC DIRECTION 2 - SUPPORT OUR WELLBEING

2 Public Exhibition: Draft Cranebrook Neighbourhood Action Plan

34 RESOLVED on the MOTION of Councillor Reece Nuttall seconded Councillor Ross Fowler OAM

That:

1. The information contained in the report on Public Exhibition: Draft Cranebrook Neighbourhood Action Plan be received.
2. Endorse the Draft Cranebrook Neighbourhood Action Plan to progress to

Public Exhibition.

3 Penrith Community Safety Partnership

35 RESOLVED on the MOTION of Councillor Hollie McLean seconded Councillor John Thain

That:

1. The information contained in the report on Penrith Community Safety Partnership be received.
2. Council dissolves the Penrith Community Safety Partnership, noting the ongoing relationship and collaboration with the Community Safety Precinct Committee.

STRATEGIC DIRECTION 3 - SHAPE OUR GROWING CITY

5 Fire Safety Update

36 RESOLVED on the MOTION of Councillor Ross Fowler OAM seconded Councillor Reece Nuttall

That:

1. The information contained in the report on Fire Safety Update be received.
2. Council proceed to issue a Notice of Intention to Serve an Order for 2115-2131 Castlereagh Road, Penrith.
3. Council Officers continue to investigate and inspect the premises to ensure Fire Safety requirements are met.
4. FRNSW be advised of Council's decision.

STRATEGIC DIRECTION 5 - WORK TOGETHER

7 Organisational Performance and Financial Review - December 2025

37 RESOLVED on the MOTION of Councillor Hollie McLean seconded Councillor Reece Nuttall

That:

1. The information contained in the report on Organisational Performance and Financial Review - December 2025 be received
2. The Organisational and Financial Review as at 31 December 2025, including the revised budget estimates outlined in this report and detailed in the *Organisational Report – December 2025,* be adopted.
3. Council revote the works as detailed in the Recommended Revoted Works Lists, detailed in the *Organisational Report - December 2025* for inclusion in the 2026-27 Operational Plan.
4. It be noted that on page 46 there is an error where the report stated "Werrington and Werrington" and should reflect "Werrington and Kingswood."

8 2026 Australian Local Government Association (ALGA) - National

General Assembly (NGA)

38 RESOLVED on the MOTION of Councillor John Thain seconded Councillor Faithe Skinner

That:

1. The information contained in the report on 2026 Australian Local Government Association (ALGA) - National General Assembly (NGA) be received.
2. Council endorse the suggested motions set out in this report to the National General Assembly 2026.
3. Leave of absence be granted to the councillors attending the 2026 National General Assembly of Local Government from 23-25 June 2026.

9 2026 Australian Local Government Women's Association NSW Annual Conference

39 RESOLVED on the MOTION of Councillor Reece Nuttall seconded Councillor Sabbie Kaur

That:

1. The information contained in the report on 2026 Australian Local Government Women's Association NSW Annual Conference be received.
2. Council nominates Councillor Sabbie Kaur and any other interested councillors as attendees for the 2026 ALGWA NSW Annual Conference, to be held in Blacktown from Thursday, 26 March to Saturday 28 March 2026.
3. Leave of absence be granted as appropriate for those councillors attending the conference for the period 26-28 March 2026 inclusive.

10 Minutes of the Audit Risk & Improvement Committee (10 December 2025)

40 RESOLVED on the MOTION of Councillor Libby Austin seconded Councillor Hollie McLean that the information contained in the report on Minutes of the Audit Risk & Improvement Committee (10 December 2025) be received.

11 Summary of Investments and Banking for the period 1 January 2026 - 31 January 2026

41 RESOLVED on the MOTION of Councillor Libby Austin seconded Councillor Garion Thain

That:

1. The information contained in the report on Summary of Investments and Banking for the period 1 January 2026 - 31 January 2026 be received.
2. The Council’s Cash Book and Bank Statements have been reconciled as at 31 January 2026.

URGENT BUSINESS

UB 1 Kingswood High School - "Celebrating Our Seniors"

Councillor Garion Thain requested that an amount of $500 in total, be divided evenly between each Ward's voted works, to go to Kingswood High School, for their "Celebrating Our Seniors" event in 2026.

42 RESOLVED on the MOTION of Councillor Garion Thain seconded Councillor Ross Fowler OAM that the matter be brought forward and dealt with as a matter of urgency.

His Worship the Mayor, Councillor Todd Carney ruled that the matter was urgent and should be dealt with at the meeting.

43 RESOLVED on the MOTION of Councillor Garion Thain seconded Councillor Ross Fowler OAM that an amount of $500 in total, be divided evenly between each Ward's voted works, go to Kingswood High School, for their "Celebrating Our Seniors" event in 2026.

UB 2 Nepean Research Foundation

Councillor John Thain requested that an amount of $2000 in total, to be shared equally across each Ward's voted works, be donated to the Nepean Research Foundation ahead of their involvement in the International Women's Day Luncheon at St Marys Diggers.

44 RESOLVED on the MOTION of Councillor John Thain seconded Councillor Sue Day that the matter be brought forward and dealt with as a matter of urgency.

His Worship the Mayor, Councillor Todd Carney ruled that the matter was urgent and should be dealt with at the meeting.

45 RESOLVED on the MOTION of Councillor John Thain seconded Councillor Sue Day that an amount of $2000 in total, to be shared equally across each Ward's voted works, be donated to the Nepean Research Foundation ahead of their involvement in the International Women's Day Luncheon at St Marys Diggers on 6 March 2026.

UB 3 Emu Plains ANZAC Day Service

Councillor Todd Carney requested that an amount of $1376.25 in total, be split between each Ward's voted works, to cover the costs to hire the hall for the Emu Plains ANZAC Day ceremony.

46 RESOLVED on the MOTION of Councillor Todd Carney seconded Councillor Garion Thain that the matter be brought forward and dealt with as a matter of urgency.

His Worship the Mayor, Councillor Todd Carney ruled that the matter was urgent and should be dealt with at the meeting.

47 RESOLVED on the MOTION of Councillor Todd Carney seconded Councillor Garion Thain that an amount of $1376.25 in total, be split between each Ward's voted works, to cover the costs to hire the hall for the Emu Plains ANZAC Day ceremony.

UB 4 Purple Roadside Markers

Councillor Ross Fowler OAM requested that a report be brought back to Council covering the following matters:

- What is the adopted policy of Council in relation to the placing of purple markers on the road verge in the rural areas
- When was this policy (assuming there is one) adopted by Council
- Provide a copy of the resolution of Council regarding the adoption of the policy

- What, if any, risk assessments are made before the purple markers are put in place
- What, if any, is the liability that may attach to Council given the placement of markers effectively prevents pedestrian access and can and does result in pedestrians walking on the road
- What are the requirements to maintain vegetation directly underneath powerlines

48 RESOLVED on the MOTION of Councillor Ross Fowler OAM seconded Councillor Glenn Gardiner that the matter be brought forward and dealt with as a matter of urgency.

His Worship the Mayor, Councillor Todd Carney ruled that the matter was urgent and should be dealt with at the meeting.

49 RESOLVED on the MOTION of Councillor Ross Fowler OAM seconded Councillor Glenn Gardiner that a report be brought back to Council covering the following matters:

- What is the adopted policy of Council in relation to the placing of purple markers on the road verge in the rural areas
- When was this policy (assuming there is one) adopted by Council
- Provide a copy of the resolution of Council regarding the adoption of the policy
- What, if any, risk assessments are made before the purple markers are put in place
- What, if any, is the liability that may attach to Council given the placement of markers effectively prevents pedestrian access and can and does result in pedestrians walking on the road
- What are the requirements to maintain vegetation directly underneath powerlines

Deputy Mayor Garion Thain acknowledged the success of Culture Fusion held over the weekend in St Marys and provided thanks to all staff involved for the successful event. Councillor Reece Nuttall also spoke in support.

CONFIDENTIAL BUSINESS

50 RESOLVED on the MOTION of Councillor Garion Thain seconded Hollie McLean that the meeting adjourn to Confidential Business to deal with the following matters, the time being 8:04pm.

1 Presence of the Public

CB1 RESOLVED on the MOTION of Councillor Garion Thain seconded Councillor Hollie McLean that the press and public be excluded from Confidential Business to deal with the following matters:

Strategic Direction 5

2 Negotiation Parameters - PCC2025-299 Safety System Software

This item has been referred to Confidential Business as the report refers to information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business and discussion of the matter in open meeting would be, on balance, contrary to the public interest.

Strategic Direction 2

3 Review of Children Services Centres

This item has been referred to Confidential Business as the report refers to personnel matters concerning particular individuals and discussion of the matter in open meeting would be, on balance, contrary to the public interest.

The meeting resumed at 8:10pm and the General Manager reported that the Council met at 8:04pm on Monday 23 February 2026, for Confidential Business, the following being present

His Worship the Mayor, Councillor Todd Carney, Deputy Mayor, Garion Thain and Councillors Libby Austin, Kirstie Boerst, Robin Cook, Sue Day, Ross Fowler OAM, Glenn Gardiner, Sabbie Kaur, Hollie McLean, Edwin Mifsud, Reece Nuttall, Vanessa Pollak, Faithe Skinner, and John Thain.

and the Council excluded the press and public from the meeting for the reasons set out in CB1 and that the Council resolved that

CONFIDENTIAL BUSINESS

2 Negotiation Parameters - PCC2025-299 Safety System Software

51 RESOLVED on the MOTION of Councillor Reece Nuttall seconded Councillor Faithe Skinner

CB2 That:

1. The information contained in the report on Negotiation Parameters - PCC2025-299 Safety System Software be received.
2. Council authorises Council officers to negotiate with EcoPortal Australia Pty Ltd within the parameters and up to the approved budget allocation set out in the body of this report.

Having previously declared an Interest, Councillors Sue Day, Vanessa Pollak and Ross Fowler OAM left the meeting, the time being 8:07pm.

3 Review of Children Services Centres

52 RESOLVED on the MOTION of Councillor Reece Nuttall seconded Councillor Libby Austin

CB3 That:

1. The information contained in the report on Review of Children Services Centres be received.
2. Council endorse the recommended consolidation of services.
3. The report cease to be confidential once all impacted parties have been notified.

4 Children's Services Management Agreement

53 RESOLVED on the MOTION of Councillor Reece Nuttall seconded Councillor John Thain

That:

1. The information contained in the report on Children's Services Management Agreement be received.
2. Adopt the attached Draft Management Agreement 2026–2030, effective from February 2026.
3. Authorise the General Manager and or Mayor under seal, to execute the Agreement on behalf of Penrith City Council.
4. It be noted that on page 16 there is an error where the report stated “National Disability Inclusion Scheme” and should reflect “National Disability Insurance Scheme.”

Councillors Sue Day, Vanessa Pollak and Ross Fowler OAM returned to the meeting, the time being 8:12pm.

6 PCC2025-299 Safety System Software

54 RESOLVED on the MOTION of Councillor Hollie McLean seconded Councillor Ross Fowler OAM

That:

1. The information contained in the report on PCC2025-299 Safety System Software be received.
2. After considering the responses to the PCC 2025-299 Safety System

Software Tender and in accordance with section 178(1)(b) of the Local Government (General) Regulation 2021 ("the Regulation"), Council declines to accept any of the tenders.

3. Pursuant to clause 178(4)(a) of the Regulation, the Council's reason for declining to invite fresh tenders are:

    a. Given the extensive Expression of Interest and Select Tender process already conducted, inviting fresh tenders would unlikely result in a significantly different or improved outcome for Council.

    b. The complexity of the proposal will require extensive negotiation on the contract terms which a fresh tender process won't alter.

    c. Direct negotiations the preferred tenderer will enable Council to achieve optimal value for money.

4. Pursuant to clause 178(4)(b) of the Regulation, the Council's reasons for determining to enter into negotiations with EcoPortal Australia Pty Ltd are:

    a. The EcoPortal Australia Pty Ltd tender satisfactorily demonstrates the capabilities and capacity to undertake the scope of works and based on the evaluation was determined to be the most advantageous outcome for Council.

    b. To reach an agreement on the terms of payment.

    c. To allow for a scoping workshop to finalise system scope and workflow requirements.

5. In accordance with sections 178(3)(e) of the Regulation, Council authorises the General Manager to enter into a contract with EcoPortal Australia Pty Ltd following a satisfactory outcome of the Negotiations, subject to the negotiation terms included in the Confidential Business Report titled "Negotiation Parameters – PCC2025-299 Safety System Software".

There being no further business the Chairperson declared the meeting closed the time being 8:14pm.

PENRITH CITY COUNCIL

Procedure for Addressing Public Forums

Anyone can request permission to participate in a public forum on a matter listed on the agenda of an ordinary or extraordinary meeting. Council will accept written submissions in this form up until midday on the day of the meeting.

All requests are subject to approval, and there is a limit to 2 speakers for and 2 speakers against each item on the agenda. It is at the discretion of the General Manager or delegate to accept or decline the application to speak at the Public Forum. Each accepted speaker will be allowed 5 minutes to address the Public Forum.

Applicants will receive confirmation by 2pm on the day of the Ordinary Meeting as to whether they will be provided opportunity to speak.

Public Forums are chaired by the Mayor or their nominee and held at 7pm prior to the Ordinary Meeting, when applications from members of the public have been received and accepted. Smart casual dress is the minimum appropriate standard of dress when addressing such a forum.

Speakers at Public Forums are reminded that the forum is livestreamed, and a recording will be made publicly available on the council's website. By attending the public forum, it is taken by the chairperson that the person has agreed to be included in the livestream and the recording published on Council's website. Speakers should refrain from making any defamatory statements, comments or information that may present legal risk. Speakers do not have absolute privilege (parliamentary privilege). A speaker who makes any potentially offensive or defamatory remarks about any other person may render themselves open to legal action. Please note that it is at the discretion of Council to withdraw the opportunity to speak where a speaker fails to respect meeting rules or engages in conduct that could be considered disorderly.

Prior to addressing the public forum, the person will be required to sign the following statement: "I (name) understand that the forum I intend to address on (date) is a public forum. I also understand that should I say or present any material that is inappropriate, I may be subject to legal action. I also acknowledge that I have been informed to obtain my own legal advice about the appropriateness of the material that I intend to present at the above mentioned forum".

Should a person fail to sign the above statement, then permission to address the forum will not be granted.

Procedure for Addressing a Public Forum

- Approximately 15 minutes before the forum start time, a Governance officer or delegate will speak to each person who is to speak at the forum.
- The Chair will call a speaker to the lectern or speaking area. When at the lectern/speaking area, the speaker should indicate:

- their name
- the organisation or group they are representing (if applicable)
- the issue they will address and the item number of the relevant report in the business paper.
- whether they are opposing or supporting the issue/matter (if applicable) and the action they would like Council to take, and
- their interest in the matter, for example if the matter impacts them directly, indirectly or if they are a spokesperson for others impacted.

- The speaker then has five minutes to speak on the item as per the written statement they have submitted. The speaker should not use this as opportunity to refute or support points made by previous speakers on the same issue.
- The Chair will indicate if Councillors have questions for the speaker. Speakers are under no obligation to answer a question put to them.
- The speaker should return to a seat in the audience once the Chair has thanked them.

Adam Beggs
Public Officer
02 4732 7597

NOTICES OF MOTION

Item		Page
1	Bill smoothing on rates and animal register payments	1

1 Bill smoothing on rates and animal register payments

Councillor Reece Nuttall TO MOVE:

That:

1. Council recognises the growing trend amongst New South Wales and Australian councils to provide bill smoothing on rates and animal register payments as a best-practice requirement to reduce bill shock and alleviate growing cost-of-living pressures.

2. Council staff investigate technology options to facilitate bill smoothing – enabling ratepayers to pay their rates in smaller, even, and regular instalments according to their preferences and to offer those facing hardship an ability to request more customised payment terms from council.

3. A report be brought back no later than 31 May 2026 to be considered prior to the finalisation of Councils budget.

ATTACHMENTS/APPENDICES

There are no attachments for this report.

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REPORTS OF COMMITTEES

Item		Page
1	Report and Recommendations of the Heritage Advisory Committee Meeting held on 25 February 2026	1
2	Report and Recommendations of the Policy and Strategy Committee Meeting held on 9 March 2026	4

REPORT AND RECOMMENDATIONS OF THE HERITAGE ADVISORY COMMITTEE MEETING HELD ON 25 FEBRUARY, 2026

PRESENT
Deputy Mayor, Councillor Garion Thain (Chair) and Councillor Libby Austin, Dr James Broadbent AM, Beth Moore, Eleanor Banaag, Phil Martin, David Gordon, Dr Rowan Day, Peter Wood (PCC), Jenny Blaikie (PCC) and Emma Bulloch (PCC).

LEAVE OF ABSENCE

The Chair declared a leave of absence and will be unavailable from 24 March to 24 April 2026 but will be able to attend the next meeting on 29 April 2026.

APOLOGIES

Wendy Herne.

CONFIRMATION OF MINUTES - Heritage Advisory Committee Meeting - 5 November 2025

That the minutes of the Heritage Advisory Committee Meeting of 5 November 2025 be confirmed.

DECLARATIONS OF INTEREST

Nil.

DELIVERY PROGRAM REPORTS

STRATEGIC DIRECTION 3 - SHAPE OUR GROWING CITY

1 Heritage Assistance Fund – Update

Peter Wood, Head of Development Services (HoDS) provided a brief presentation of the Heritage Assistance Fund (HAF) and advised the committee that we are well underway with the current '25-'26 round of applications, with ten out of twenty applications recommended as successful and over $47,000 awarded; most projects are on track for completion by the end of the financial year, with a few pending reminders and expected to finish soon.

The presentation included two completed HAF projects, 73 Forbes Street Emu Plains which was carried over from the '23-'24 Round with completed works submitted on 30 June 2025 but installation works of shutters completed later in the year due to contractor availability. The other completed project was the restoration of John Lees graves which required technical advice from Council's Heritage Consultant regarding reuse of the original bricks from interpretive signage.

HoDS indicated that more projects from the current year's round are expected to be completed by the next committee meeting, and the committee will receive a further status update closer to the end of the financial year.

HoDS outlined the timeframe recommended for the '26-'27 Heritage Assistance Fund round opening with advertising and notification letters being sent towards the end of April 2026 for the applications to be submitted by the end of financial year to provide applicants with more time to prepare and submit applications. The adjustment was in response to feedback received from applicants who expressed previous timeframes were too short, particularly when waiting for quotes.
RECOMMENDED

That:

1. The information contained in the report on Heritage Assistance Fund - Update be received.
2. The Heritage Committee endorse the proposed timeline for the '26-'27 Heritage Assistance Funding round as outlined in the report.

2 Heritage Advisory Committee - Membership Term

HoDS informed the committee about the current membership term and the plan to advertise for new committee members ahead of the next financial year. HoDS clarified that the committee operates on a four-year term with an optional four-year extension, and that most members are midway through their terms; one vacancy exists due to a resignation and the committee will advertise for new members to fill any vacancies for the next term. Recommendations for Committee membership are projected to be made at the August Committee meeting. There were no questions from the Committee.

RECOMMENDED

That the information contained in the report on Heritage Advisory Committee - Membership Term be received.

3 Vale Norma Thorburn OAM

The Committee discussed and formally acknowledged the significant contributions of former committee member Norma Thorburn OAM. The Chair, Phil Martin and other members recounted Norma's extensive involvement in St Mary's heritage, her leadership in local societies, and her role in organising community events, highlighting her lasting impact on the area's history. The Chair and Councillor Libby Austin also acknowledged how heartwarming it was to see so many of Norma's family attend the Council Ordinary meeting on Monday and to be part of the wonderful tribute given.

The Chair recommended the Committee identifying a suitable location for a plaque or monument/memorial in her honour which was well received with suggestions including the old Council Chambers and other historically significant sites. HoDS also suggested to write to Norma's family expressing the Heritage Advisory Committees' condolences and gratitude.

RECOMMENDED

That:

1. The information contained in the report be received.
2. Council officers identify and report back to an Ordinary meeting of Council on possible suitable locations for a plaque, monument/memorial in Norma's memory, with suggestions including the old Council Chambers and other historically significant sites.
3. A letter be sent on behalf of the Heritage Advisory Committee to Norma's family to express condolences and acknowledge her significant contribution to the Heritage of the City.

GENERAL BUSINESS

GB 1 Former Principal's Residence -St Marys Public School

Phil Martin requested the status of the restoration of the former Principal's residence at St. Marys Public School. HoDS advised that recommendation was made by Council's Heritage Consultant for a Conservation Management Plan to inform potential restoration, adaptive re-use and initial steps to identify costings to assist with project funding.

HoDS provided a comparable example of current restoration work at Upper Castlereagh School and Residence.

HoDS suggested another good example of adaptive reuse is Thornton Hall, Thorton House at 333 Mountain View Crescent, Penrith which was converted in to a childcare centre. The work involved in the conversion of this site into a child care centre retaining the existing building with compatible contemporary additions and involved compliance with the National Construction Code.

ACTION:

1. Council staff will write to the current St Marys Public School Principal, Robert Linas to confirm if there has been any progress following the Heritage Advice provided

2. The Chair requested a report be prepared to the Committee including the history and background of the Upper Castlereagh School building, an outline of the restoration works and the potential for any ongoing uses.

3. Memorandum as requested by the Chair to be distributed at the next Heritage Advisory Committee meeting outlining the current usage of Thornton Hall building and how the historical component of the building interacts with it current use as a child care centre.

GB 2 Emu Plains Public School (former) Item no.76

Beth Moore requested the status of the hall located at Emu Plains Public School (former). HoDS to investigate and advise on the condition of the hall and status of its use.

There being no further business the Chairperson declared the meeting closed the time being 5:44pm.

RECOMMENDATION

That the recommendations contained in the Report and Recommendations of the Heritage Advisory Committee meeting held on 25 February, 2026 be adopted.

REPORT AND RECOMMENDATIONS OF THE POLICY AND STRATEGY COMMITTEE MEETING HELD ON 9 MARCH, 2026

WEBCASTING STATEMENT

His Worship the Mayor, Councillor Todd Carney read a statement advising that Council Meetings are recorded and webcast.

PRESENT

His Worship the Mayor, Councillor Todd Carney, Deputy Mayor, Councillor Garion Thain and Councillors Libby Austin, Kirstie Boerst, Robin Cook, Sue Day, Ross Fowler OAM, Glenn Gardiner, Sabbie Kaur, Hollie McLean, Edwin Mifsud, Reece Nuttall, Vanessa Pollak, Faithe Skinner and John Thain.

APOLOGIES

There were no apologies.

CONFIRMATION OF MINUTES - Policy and Strategy Committee Meeting - 9 February 2026

That the minutes of the Policy and Strategy Committee Meeting of 9 February 2026 be confirmed.

DECLARATIONS OF INTEREST

There were no Declarations of Interest.

DELIVERY PROGRAM REPORTS

STRATEGIC DIRECTION 5 - WORK TOGETHER

4 ARIC Annual Report and Internal Audit Annual Report 2025

RECOMMENDED

That the information contained in the report on ARIC Annual Report and Internal Audit Annual Report 2025 be received.

STRATEGIC DIRECTION 1 - NURTURE OUR ENVIRONMENT

1 Penrith Litter Prevention Strategy and Roadmap

RECOMMENDED

That:

1. The information contained in the report on Penrith Litter Prevention Strategy and Roadmap be received.
2. Council endorse the Litter Prevention Roadmap and Litter Prevention Plan.
3. Council implement the Litter Prevention Roadmap and Litter Prevention

Plan subject to NSW EPA grant funding being secured.

4. The Mayor write to the Minister for Transport to raise concerns with the management of roadside litter and roadkill removal for state roads within the Penrith LGA.

STRATEGIC DIRECTION 2 - SUPPORT OUR WELLBEING

2 Draft Your Voice, Your Future: Penrith Youth Strategy 2026 - 2031

RECOMMENDED

That:

1. That the information contained in the report on the Draft "Your Voice, Your Future: Penrith Youth Strategy 2026–2031" be received.
2. That the Draft "Your Voice, Your Future: Penrith Youth Strategy 2026–2031" not be endorsed for public exhibition at this stage, and that the document be returned to Council officers for further refinement and development.
3. That the revised draft include:
    a) A clear implementation matrix outlining proposed actions, responsible agencies, timeframes and measurable outcomes to ensure accountability and transparency in delivery.
    b) Refinement of the scope of the Strategy, including clearer definition of the target youth cohort and consideration of whether the current age range appropriately reflects the distinct needs of different youth groups.
    c) Greater clarity around Council's role, responsibilities and priorities in supporting young people across the Penrith Local Government Area.
    d) Identification of priority actions or initiatives that Council will seek to lead, support or advocate for during the life of the Strategy.
    e) Consideration of a youth advisory committee.
4. That a revised Draft Strategy be reported back to Council no later than 1 June 2026 prior to being placed on public exhibition.

The meeting adjourned for a short break, the time being 9:28pm.

The meeting resumed, the time being 9:35pm.

Procedural Motion

RECOMMENDED

That the request from Councillor Hollie McLean for remote attendance for the remainder of the meeting be accepted due to unforeseen caring responsibilities, the time being 9:35pm.

STRATEGIC DIRECTION 3 - SHAPE OUR GROWING CITY

3 Outcomes of early community and stakeholder engagement for the Kingswood-Werrington Structure Plan and Place Plan

RECOMMENDED

That the information contained in the report on Outcomes of early community and stakeholder engagement for the Kingswood-Werrington Structure Plan and Place Plan be received.

URGENT BUSINESS
There was no Urgent Business.

MOVE INTO CLOSED SESSION

Note: Prior to moving into Closed Session, the Mayor asked Governance if any objections had been received from the public regarding the closed session. Governance confirmed that no objections were received.

Procedural Motion

RECOMMENDED

That the meeting move into Closed Session to consider Confidential Business as listed in the Business Paper, the time being 9:48pm.

1 Presence of the Public

Accordingly, members of the press and public were excluded from the Chamber and the livestream ceased for the duration of Confidential Business to deal with the following matters:

Strategic Direction 3

2 Working draft Kingswood-Werrington Structure Plan

This item has been referred to Confidential Business as the report refers to information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business and discussion of the matter in open meeting would be, on balance, contrary to the public interest.

RETURN TO OPEN SESSION

Procedural Motion

RECOMMENDED

That Council return to Open Session, the time being 10:24pm.

The meeting resumed at 10.24pm and Governance reported that the Council met at 9.48pm on Monday 9 March 2026, for Confidential Business

and the Council excluded the press and public from the meeting for the reasons set out in CB1 and the Council resolved that:

CONFIDENTIAL BUSINESS

2 Working draft Kingswood-Werrington Structure Plan

RECOMMENDED

That the information contained in the report on Working draft Kingswood-Werrington Structure Plan be received.

There being no further business the Chairperson declared the meeting closed the time being 10.25pm.

RECOMMENDATION

That the recommendations contained in the Report and Recommendations of the Policy And Strategy Committee meeting held on 9 March, 2026 be adopted.

DELIVERY PROGRAM REPORTS

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STRATEGIC DIRECTION 1 - NURTURE OUR ENVIRONMENT

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1 PCC25/26-32 Supply and Delivery of Compostable Bags

Compiled by: **James Creer, Resource Recovery Manager**

Authorised by: **Aisha Poole, Head of Waste and Resource Recovery**
Stephen Britten, Director Business Operations

Outcome	*Nurture our environment*
Strategy	*Increase resource efficiency and minimise waste*
Principal Activity	*Promote resource recovery, waste reduction, and carbon footprint minimisation among residents and businesses*

Executive Summary

The purpose of this report is to advise Council of the outcome of the Tender for the 'PCC25/26-32 Supply and Delivery of Compostable Bags' (with delivery referring to distribution to households within the LGA) for a period of three (3) years, with an option to extend for a further two (2) x one (1) year periods, by mutual agreement and subject to satisfactory performance. The tender was advertised on 12 December 2025 and closed on 2 January 2026. The RFT provided that tenderers may tender prices for either Supply and/or Distribution and the contract could be awarded separately for each category or combined for both categories.

A total of six (6) conforming tenders and one (1) non-conforming tender was received by the closing deadline. One late response was submitted. The late response was not accepted after investigation from Vendor Panel.

An evaluation of non-price components by the Tender Evaluation Panel was undertaken with all six (6) conforming tenders considered. Two (2) tenders were for supply only did not tender for distribution. The Panel reviewed the pricing schedule. Considering the non-price and price evaluations, the Panel identified one (1) tenderer Cardia Bioplastics (Australia) Pty Ltd that represented the best value to Council, encompassing both Supply and Distribution categories.

Based on detailed evaluation and best overall value, the Tender Evaluation Panel recommends that the contract for the Supply and Distribution of Compostable Bags be awarded to Cardia Bioplastics (Australia) Pty Ltd for a period of three (3) years, with an option to extend for a further two (2) x one (1) year periods, by mutual agreement and subject to satisfactory performance.

The preferred tenderer Cardia Bioplastics (Australia) Pty Ltd is the incumbent and has performed well in the current contract with consistently high-quality product and service levels. The independent financial analysis check showed no adverse findings and demonstrated a satisfactory capacity to undertake the requirements of the tender.

Background

At the Extraordinary Meeting of 15 February 2010, Council resolved to improve the 3-bin domestic waste service system through a series of recommendations, including the provision of compostable bags that conform to the requirements of Australian Standard AS 4736–2006 to households receiving the Food Organics Garden Organics (FOGO) green-lidded bin collection service. Bags conforming to this Standard fully compost through commercial composting facilities. It is also important that the inks and dyes used in the manufacture of the bags do not cause any adverse effect on microbiological organisms in the composting process or when the compost is applied to land.

It is necessary that the compostable bags be readily identifiable. These bags are coloured green with Council identification and are the only bags allowed in the green lidded food organics garden organics (FOGO) bin for the composting process.

Current Situation

Council provides a kerbside FOGO service to 69,013 households as well as a shared FOGO service to 14,977 households in multi-unit development properties with a collect and return service. The compostable bags assist households with the storage of food waste prior to placement in the FOGO bin. For households with kerbside services, predominantly single-unit dwellings, a packet of compostable bags is delivered to their letterbox once each quarter. For households in multi-unit developments, a packet of compostable bags is delivered to each household once every 6 months or to the caretaker via agreement. Additional packets of bags are available at the service counter at Council's Civic Centre and three library branches. Compostable dog excrement bags on rolls for public provision to dog walkers are also purchased at a rate of 5,000 rolls per annum with quantities varying with seasonality. These rolls are placed in dispensers located across the City.

Council has been provided compostable bag supply and distribution services for the past eight (8) years by Cardia Bioplastics where they were contracted to supply packets of bags and distribute packets of bags to households with a kerbside FOGO service 4 times per annum. With the expansion of FOGO to Multi-Unit Developments in 2025 via a shared collect and return FOGO bin, packets of bags are distributed to these households twice per annum through the contract. Feedback from residents from Multi-Unit Developments is that supply of a packet of 75 bags every 6 months is sufficient for their needs.

A survey of households with a kerbside collection FOGO service was undertaken to determine any preference for bag distribution. The results showed no discernible outcome. 33% of responses said they preferred the current quarterly distribution of bags with 75 bags per packet; 33% of responses indicated preference for 6-montlhy distribution of bags with 150 bags per packet. 34% of responses indicated that they did not have a preference.

Tender Evaluation Committee

A Tender Evaluation Committee was developed to consider and evaluate the tenders and to ensure high probity levels were maintained throughout the process. The Tender Evaluation Committee (from here referred to as the "Panel" comprised of the Head of Waste & Resource Recovery, Aisha Poole; Resource Recovery Manager, James Creer; and Resource Recovery Education Officer, Laura Collyer. Procurement Business Partner, Rajesh Sachdeva was the probity representative.

Tender Components

Tenderers had the option of tendering for:

1. Both supply and distribution of bags
2. Supply of bags only
3. Distribution of bags only

Within the Supply component, in addition to the packets of green compostable bags for households, the tender sought the provision of green compostable bags supplied in rolls for distribution in Council's parks bag dispensers for collection of dog excrement.

Summary of Tenders Received

Six (6) conforming tenders and one (1) non-confirming tender were received. Of these, five (5) tenders were received for both Supply and Distribution of bags and two (2) tenders were received for Supply only. One (1) tender was received from a local business in the Penrith LGA.

The tenderers and their selected tender options are listed in the following table.

Tenderer	Conforming	Local	Supply of Bags	Distribution of Bags
Biobag World Australia Pty Ltd	Yes	No	Yes	No
Environmental Resource Pty Ltd (formerly Biotuff)	Yes	No	Yes	Yes
Cardia Bioplastics (Australia) Pty Ltd	Yes	No	Yes	Yes
Sino Joint Trading Pty Ltd	Yes	No	Yes	Yes
Source Separation Systems Pty Ltd	Yes	No	Yes	Yes
Source Separation Systems Pty Ltd	No	No	Yes	Yes
Textile Recyclers Australia	Yes	Yes	Yes	No

The RFT invited rates for packets of 150 bags and twice annual distribution. This was an alternative method seeking cost efficiencies and was considered in the evaluation.

The RFT also invited unit rates for optional and additional items that included alternative packaging for the purposes of communication or promotion. These were not evaluated and may be used during the contract management phase.

Tender Evaluation Criteria

The evaluation criteria advertised and used in assessing the tenders received included the pre-defined non-price evaluation criteria and total cost.

The non-price evaluation criteria for each component was undertaken by the Panel in the first stage of the evaluation process and before viewing any price submissions. The non-price evaluation included:

- Manufacture of bags (packets of 75 bags for households, packets of 150 bags for households and rolls of 100 bags for use in parks dispensers for collection of dog excrement)
- Capability to comply with quality assurance standards
- Demonstrated ability for the manufacture and supply of bags
- Management and administration
- Resources and personnel
- Environmental management
- Work Health and Safety
- Distribution of Bags to households
- Demonstrated ability for the distribution of bags
- Delivery and response times
- Management and administration
- Resources and personnel
- Local Supplier
- Environmental management
- Work Health and Safety

Evaluation of Tenders

The following table provides the conforming tenders non-price ranking based on the evaluation criteria, ABN, Address and Directors.

Ranking	Tenderer	ABN	Address	Director/s
1	Cardia Bioplastics (Australia) Pty Ltd	65 102 302 134	Unit 26/202-220 Ferntree Gully Rd, Notting Hill VIC 3168	Jim Walsh – Chairman Don Haller – Non-Executive Director Richard Tegoni – Non-Executive Director Natalya Jurcheshin – Non-Executive Director Stephen Walters – Executive Director Colin Lai – CFO & Company Secretary
2	Source Separation	26 124 710 210	Suite 5 Macquarie Court, 180 Main	Peter Cruwys, Managing Director

	Systems Pty Ltd		Road, Speers Point NSW 2284	
3	Biobag World Australia Pty Ltd	51 165 373 213	352-356 Richmond Road, Netley SA 5037	Scott Morton – Owner
4	Environmental Resource Pty Ltd (formerly Biotuff)	65 601 246 468	Unit 7/189B South Centre Road, Tullamarine VIC 3043	Gary Nizam
5	Textile Recyclers Australia	86 702 683 446	6 Freight Road, Ravenhall VIC 3023	Benjamin Kaminsky Maureen Taylor
6	Sino Joint Trading Pty Ltd	69 619 546 860	28 Dunlop Rd, Hoppers Crossing VIC 3029	Jing Wang – Director

Following an evaluation of non-price components by the Tender Evaluation Panel, all conforming tender price submissions were considered.

The following table provides conforming tender prices, in order of non-price evaluation ranking.

Tenderer	**Supply Costs (excluding GST)**	**Distribution Costs (excluding GST)**	**Total Contract Cost * (excluding GST)**
Cardia Bioplastics (Australia) Pty Ltd	$5,963,678.48	$868,816.91	$6,832,495.39
Source Separation Systems Pty Ltd	$7,816,178.90	$3,334,888.00	$11,151,066.90
Biobag World Australia Pty Ltd	$6,504,165.50		$6,504,165.50
Environmental Resource Pty Ltd (formerly Biotuff)	$7,183,127.50	$1,794,305.00	$8,977,432.50
Textile Recyclers Australia	$6,329,362.50		$6,329,362.50
Sino Joint Trading Pty Ltd	$4,034,991.70	$5,379,678.90	$9,414,670.60

* This table is based on the tender price for year 1 of the contract. Note the contract allows for annual CPI increases.

Prices provided vary considerably. The costs for supply of compostable bags varied from $4.035M to $7.816M. The distribution costs varied from $869k to $5.380M.

Source Separation Systems Pty Ltd stipulated that they would only provide distribution services on the condition that they are also awarded supply component for the duration of the contract.

The Panel considered that the lowest cost combination of separate supply and distribution components would be Sino Joint Trading Pty Ltd for supply of bags and Cardia Bioplastics (Australia) Pty Ltd for distribution. Given Sino Joint Trading Pty Ltd were ranked last for the non-price evaluation, mainly due to concerns regarding quality, this did not present overall value for Council.

The Panel considered the option of 150 bags in a packet distributed twice per annum and found there was no cost benefit to this option.

Cardia Bioplastics (Australia) Pty Ltd was selected as the preferred tenderer by the Tender Evaluation Panel for the Supply and Distribution of Compostable Bags. They demonstrated that their product complied with necessary requirements and demonstrated reliability and value for money. Their tender includes a subcontract to Adpost Group for the distribution component which also demonstrated reliability and value for money. It is recommended that Cardia Bioplastics (Australia) Pty Ltd be the preferred tenderer for the Supply and Distribution of Compostable Bags.

Financial Implications

Included in the assessment of tenders was conducting of independent reference checks, financial analysis and performance analysis on Cardia Bioplastics (Australia) Pty Ltd. Financial checks were completed by Equifax Australasia Credit Ratings Pty Ltd. Financial Services have reviewed the financial information provided by the tenderer and have not identified any reason why the contract should not be awarded.

Referee checks and performance analysis is not required as the preferred supplier is the incumbent. Cardia Bioplastics (Australia) Pty Ltd has performed well in the current contract with consistently high-quality product and service levels.

The cost of purchase and delivery of compostable bags is allowed for within existing budgets, these costs are funded from Councils Domestic Waste Reserve.

Tender Advisory Group (TAG) Comments

The objective of the Tender Advisory Group (TAG) is to support Council to achieve fair and equitable tender processes. The TAG, consisting of Stephen Britten, Director – Business Operations, Adam Beggs – Head of Governance and Neil Farquharson – Chief Financial Officer were briefed by the Waste and Resource Recovery team about the background and the process followed.

The TAG considered the recommendations in relation to the tender PCC25/26-32 Supply and Delivery of Compostable Bags noting that the recommended tender demonstrated their ability to meet Council's requirements, and their proposal was considered to be the most advantageous to Council for supply and distribution. The TAG reviewed the evaluation process outlined within the report and is satisfied that the selection criteria has been correctly applied in making the recommendations.

Risk Implications

The tender process outlined in this report includes probity control measures and ensuring value for Council, overseen by the TAG. The recommended tenderer has demonstrated quality assurance, safety and environmental systems and has experience in the manufacture of compostable bags that meet the necessary requirements for composting, as well as experience in distribution of bags to households. A Procurement Business Partner was involved during the whole procurement process.

Conclusion

The Tender Evaluation Committee recommends the Tenderer that ranked number 1 in the non-price evaluation. Based on the detailed evaluation, the tender that represents the best overall value to Council was received from Cardia Bioplastics (Australia) Pty Ltd. Their tender provided all the relevant skills, experience and capabilities to complete the required products and services in the tender submission. The Tender Evaluation Committee recommends that Cardia Bioplastics (Australia) Pty Ltd be awarded the contract for Supply and Distribution of Compostable Bags for a period of three (3) years, with an option to extend for a further two (2) x one (1) year periods, by mutual agreement and subject to satisfactory performance.

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RECOMMENDATION

That:

1. The information contained in the report on PCC25/26-32 Supply and Delivery of Compostable Bags be received.
2. The tender from Cardia Bioplastics (Australia) Pty Ltd for $6,832,495.39 (excl. GST), be accepted to undertake Supply and Distribution of Compostable Bags for a three (3) year period with two (2) x one (1) year extension options.
3. The General Manager be authorised to sign all necessary legal documents in relation to this matter.
4. Variations and amendments that do not materially alter the original scope of the contract be managed under the existing Penrith City Council financial delegations within the approved budgets.

ATTACHMENTS/APPENDICES

There are no attachments for this report.

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STRATEGIC DIRECTION 2 - SUPPORT OUR WELLBEING

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4	Request for Major Event Sponsorship - Out2Lunch Festival	19

2 Endorsement of Membership for the Multicultural Working Party 2026 - 2027

Compiled by: **Jacqueline Newsome, Community Resilience Program Manager**
Marcela Hart, Community Capacity Lead

Authorised by: **Marcella Kelshaw, Head of City Activation, Community and Place**
Sandy Davies, Director Community Connection

Outcome	*Support our wellbeing*
Strategy	*Live safely and enhance community wellbeing*
Principal Activity	*Collaborate with diverse stakeholders to enhance community wellbeing and foster a safe, welcoming city*

Executive Summary

The Multicultural Working Party (MWP) provides advice and actively works on initiatives with Penrith City Council to deliver the Multicultural Action Plan 2024 – 2027. The MWP enables Council to understand the needs of and work closely with our diverse community to foster inclusivity and community wellbeing, with the aim to making Penrith a welcoming, inclusive and cohesive community where cultural diversity is valued, and people of all cultures and faiths can belong and thrive.

In February 2026, Council called for Expressions of Interest (EOI) from the community for membership of the MWP for the term 2026-2027. The purpose of this report is to outline the process undertaken to select eight community members and present the recommended members for Council's consideration.

Background

The Penrith LGA is growing in diversity, with 20% of the community speaking a language other than English at home and 23% of residents born overseas. Penrith is home to residents from 110 countries, and 5% of the population is of First Nations descent.

Council's MWP was first established in November 2016, by resolution of Council. Its function is to ensure representation from Penrith's multicultural communities to engage with Council and contribute to social inclusion and community wellbeing across the City, aligned with Council's Multicultural Action Plan 2024-2027. Its key objectives are:

- To actively support and work with Council to deliver initiatives including work identified in the Multicultural Action Plan 2024-2027
- To identify and raise opportunities and issues of concern that can be addressed through relevant Council policies and strategies in culturally responsive ways
- Promote an increased knowledge and understanding of diverse cultures and society in the wider community and facilitate partnerships that nurture cultural diversity, capacity building and increased community connections

- To assist Council in strategic advocacy efforts to improve access and social inclusion for people from culturally and linguistically diverse backgrounds
- To advise on ways to continue to build Penrith as a city that respects and values intercultural understanding as a part of a thriving, inclusive and cohesive place for all
- Support and participate in activities and events that promote community harmony and social cohesion.

The previous term of the MWP was for four years (2022-2026). To align the next term of the MWP with the Multicultural Action Plan, the term has been amended to two years, 2026 – 2027. This change was approved by Council in November 2025 as part of the adoption of the MWP's updated Terms of Reference.

Current Situation

In February 2026, Council called for Expressions of Interest (EOI) for up to eight community members to be part of the MWP for the term 2026-2027. The EOI was advertised widely through community networks, promotional channels including social media, multicultural and multifaith agencies and groups, and through previous members of the MWP.

The selection criteria for membership to the MWP included:

- Represent one or more of Penrith City's culturally and linguistically diverse community groups (either an established community or emerging community group)
- An understanding of the issues experienced by local culturally and linguistically diverse communities in everyday life
- A demonstrated capacity to seek out and engage with people from culturally and linguistically diverse backgrounds. (For example, as a leader of a local cultural group or through work with local multicultural communities)
- Willingness to contribute and work with Council to support and implement agreed initiatives
- An understanding of, or willingness to learn, how Council's policies, procedures and relevant legislation apply to culturally and linguistically diverse communities.
- Be a resident, work or study in the Penrith LGA.

Recommended members

A total of 17 applications were received from interested community members. All were of an extremely high standard and demonstrated varied levels of personal, community-focused, and professional experience relevant to the MWP's aims and objectives.

Applicant's skills and experience (both lived and professional) were assessed against the selection criteria by a panel of Council officers. The panel sought diverse representation that reflects a range of community backgrounds, perspectives, needs and aspirations. The applicants recommended for membership reflect a balance of ongoing and new members, as well as diversity of skills, experience and cultural backgrounds.

The recommendations for membership to the MWP 2026 – 2027 term are:

1. Faye Aboghazaleh
2. Dua Alkassar
3. James Amoli Sabatiano
4. Amanda Cameron
5. Shahnaz Martin
6. Jose Jr Relunia OAM
7. Mugjan Tahery
8. Yola Walicka.

For those applicants that were unsuccessful in this round, their ongoing interest will be encouraged through other opportunities such as events and other Council activities.

Following Council endorsement, letters will be sent to all applicants advising of the outcome of their application and acknowledging their efforts and interest.

Financial Implications

The MWP is made up of eight community members who volunteer their time. All costs associated with the management of the MWP are funded within existing City Activation, Community and Place budgets.

Risk Implications

There is minimal risk to Council in the selection of new MWP members.

Conclusion

The previous term of the MWP ended in December 2026. Following a robust EOI and assessment process held in February 2026; this report recommends the endorsement of eight community members to the MWP 2026-2027. This term aligns with the Multicultural Action Plan and reflects a cross-section of cultural backgrounds, skills and experiences represented in the Penrith community.

RECOMMENDATION

That:

1. The information contained in the report on Endorsement of Membership for the Multicultural Working Party 2026 - 2027 be received.
2. Council endorses the recommended members of the Multicultural Working Party 2026 – 2027.

ATTACHMENTS/APPENDICES

There are no attachments for this report.

3 Endorsement of Membership of the Access Committee 2026 - 2030

Compiled by: **Jacqueline Newsome, Community Resilience Program Manager**
Marcela Hart, Community Capacity Lead

Authorised by: **Marcella Kelshaw, Head of City Activation, Community and Place**
Sandy Davies, Director Community Connection

Outcome	*Support our wellbeing*
Strategy	*Live safely and enhance community wellbeing*
Principal Activity	*Collaborate with diverse stakeholders to enhance community wellbeing and foster a safe, welcoming city*

Executive Summary

The Access Committee (the Committee) aims to provide a forum for community members with lived experience of disability, to collaborate with Council to provide a high standard of access and inclusion in the Penrith Local Government Area (LGA).

In February 2026, Council called for Expressions of Interest (EOI) from the community for membership of the Committee for the term 2026-2030. The purpose of this report is to outline the process undertaken to select community members and present the recommended members for Council's consideration.

The Committee Terms of Reference indicates that up to eight community members are selected to be part of the Committee. However, noting the volume and quality of applications for this term, the assessment panel has recommended nine community members for membership and requests special approval from Council to include an additional community representative on the Committee for the 2026-2030 term.

Background

The Penrith Access Committee was one of Council's earliest initiatives to embed lived and professional experience of disability in Council's decision-making processes. Since 1992, members with lived and professional experience of visible and invisible disability have encouraged Council to strive beyond compliance with legislated standards and shape a more accessible Penrith for all.

The following objectives guide Council's Access Committee:

- To advise on Council policies and procedures to ensure that legislative requirements on access are considered in Council decisions and its operations
- To promote the Inclusive Design approach to contribute to social inclusion
- To provide a link between Council and people in the community with disabilities

- To assist Council on strategic planning matters which can contribute to improved access and social inclusion for people with a disability

- To support Council in providing leadership for the broader community to achieve social inclusion of people with disability.

Current Situation

The previous term of the Committee ended in December 2025. In February 2026, Council called for Expressions of Interest (EOI) for up to eight community members to be part of the Committee for the term 2026-2030. The EOI was advertised widely through community networks, promotional channels including social media, disability agencies and groups, and through previous members of the Committee.

The selection criteria for membership of the Committee included:

- An understanding of access issues for people with disabilities

- An understanding of, or willingness to learn, how Council's policies and procedures and relevant legislation align with principles of Inclusive Design and supports social inclusion

- Experience in providing advice or advocating regarding access issues for people with disabilities

- Experience of living with disability, caring for or being a friend, family and or ally of someone living with a disability.

Recommended Members for the Access Committee

A total of 17 applications were received from interested community members. All were of an extremely high standard and demonstrated varied levels of personal, community-focused, and professional experience relevant to the Committee's aims and objectives.

An assessment panel comprising three Council staff considered applicant's skills and experience (both lived and professional) against the selection criteria. The panel sought diverse representation that reflects a range of community backgrounds, perspectives, needs and aspirations. The applicants recommended for membership reflect a balance of ongoing and new members, as well as diversity of skills, experience and backgrounds.

The Access Committee Terms of Reference indicates that up to eight community members may be selected to be part of the Committee. However, noting the volume and quality of applications received for this term, the assessment panel has recommended nine applicants be endorsed as members for the 2026 – 2030 term. The assessment panel has made this recommendation based on the diversity of experiences and skills represented by applicants. This is requested as special dispensation for this term of the Committee only and as such is not being presented as an amendment to the Terms of Reference.

The recommended members for the Access Committee 2026 – 2030 are:

1. Ozlem Bayman
2. Jhanvi Desai

3. Carole Grayson
4. Anthony Mulholland
5. Jenny Lai
6. Madeleine Jaine Lobsey
7. Julie Parsons
8. Nathan Pentecost
9. Matt Roger.

The volume and quality of the applications received is a positive reflection of the desire for community participation and interest in community leadership positions in Penrith. For those applicants that were unsuccessful in this round, their ongoing interest will be encouraged through invitations to events and activities.

Following Council endorsement, letters will be sent to all applicants advising of the outcome of their application and acknowledging their efforts and interest.

Financial Implications

The Access Committee is made up of community members who volunteer their time. All costs associated with the management of the Access Committee are funded within existing City Activation, Community and Place budgets.

Risk Implications

There is minimal risk to Council in the selection of new Access Committee members.

Conclusion

The previous term of the Access Committee ended in December 2025. Following a robust EOI and assessment process held in February 2026, this report recommends the endorsement of nine community members to the Access Committee 2026-2030. This includes special dispensation for an additional member to acknowledge the volume and quality of applications and best represent the knowledge, skills and experiences of those who applied.

RECOMMENDATION

That:

1. The information contained in the report on Endorsement of Membership of the Access Committee 2026 - 2030 be received.
2. Council endorses the recommended members of the Access Committee 2026 – 2030.
3. Council endorses special dispensation for an additional community member, for a total of nine community members of the Access Committee for the 2026-2030 term only.

ATTACHMENTS/APPENDICES

There are no attachments for this report.

4 Request for Major Event Sponsorship - Out2Lunch Festival

Compiled by: **Justine Sinclair, Visitor Economy Lead**
Stacey Rossetto, City Marketing Coordinator

Authorised by: **Kevin Brennan, Head of Economy and Marketing**
Kylie Powell, Director Futures and Strategy/Deputy General Manager

Outcome	*Support our wellbeing*
Strategy	*Connect and share in celebration of diversity, culture and creativity*
Principal Activity	*Conduct and support inclusive community events and initiatives that enhance culture and creativity, supporting social connection across our City*

Executive Summary

The purpose of this report is to present to Council an event sponsorship proposal received from TEG Live Pty Ltd (TEG) to support the delivery of the Fisher Out 2 Lunch Festival at the Sydney International Regatta Centre on Saturday May 9, 2026.

This report provides Council with details of the sponsorship proposal received, including the proposed sponsorship benefits and an assessment of the proposal.

At the time of writing of this report Development Application approval has not been issued by the Department of Planning, Housing and Infrastructure and therefore sponsorship is subject to the approval being secured by the promoter.

TEG has sought Council sponsorship of $150,000 (exc. GST). Council officers estimate the event could deliver approximately up to $7.1 million in local economic benefit.

This report recommends that Council provides support to TEG in the form of cash sponsorship to the value of $50,000 (exc. GST) for Out 2 Lunch Festival in line with assessment criteria and previous sponsored events.

Background

Penrith City Council (Council) was approached by TEG to consider a sponsorship proposal for the Fisher Out 2 Lunch Festival to be held at the International Regatta Centre.

This event sponsorship request is assessed in accordance with the Events Sponsorship Policy ('the Policy'). The Penrith Events Partnership Program provides up to $200,000 annually to attract and fund major events in the Penrith Local Government Area.

Current Situation

The sponsorship proposal received from the TEG event requests Council cash funding of $150,000 (exc. GST). This is the first time the event has been held in Penrith however it has been previously held on the Gold Coast in 2025 as a two-day festival. The festival nationally is supported by major partners including Vodaphone, Red Bull, VISA, Subway and Triple J.

2026 Fisher Out 2 Lunch Festival

The Fisher Out 2 Lunch Festival is organised and promoted by TEG. TEG is a global live entertainment, ticketing and technology company across Australia, New Zealand and internationally. Through its portfolio of businesses spanning ticketing (Tickettek), live touring

and sport, data and digital solutions and venue services, TEG delivers concerts, festivals, sport and cultural events.

The Fisher Out 2 Lunch Festival is curated and headlined by the artist Fisher. The event blends house music talent with a large-scale production. It is expected that the event will attract 30,000 attendees. Data from previous events indicates the audience is 18 to 50 years and has a large female skew of 67%.

The festival is planned to take place on Saturday May 9 from 2pm to 10pm and it is estimated by the promoter that 65% of the audience will be intrastate and 35% interstate. The sponsorship funds will be used toward the provision of enhanced public transport services, including additional train services and dedicated shuttle buses operating to and from Penrith station. This supports safe, efficient and accessible patron movement as well as reducing traffic congestion, minimises community disruption and contributes to a positive event experience.

The Fisher Out 2 Lunch festival is being held in Melbourne, Gold Coast, Sydney and Perth.

The consent authority for the Development Application is the Minister for Planning and Public Spaces. The application, including the accompanying Statement of Environmental Effects was on public exhibition until **4 March 2026**. Approval is currently pending. Any sponsorship would be subject to the Development Application approval being granted.

Council officers have prepared a submission to the NSW Government which identified areas for close consideration during the assessment of the application.

Councillors will be kept informed of the outcome of the Department's assessment.

Previous Council Sponsorship

This is the first event and partnership sponsorship agreement with TEG.

Proposed Sponsorship Benefits

The sponsorship opportunities presented by TEG for the Fisher Out 2 Lunch festival offers promotional benefits including:

- Inclusion of the City in a nationally touring festival
- Engaging of local suppliers to deliver the event
- Penrith City Council recognised in digital communications as official partner of the event
- Branding and signage at the event
- IP usage rights
- Event acquittal reporting including:
    - Postcode data
    - Attendance and demographic reports
    - Experience insights

- Logo in consumer EDMs
- Use of imagery from the event
- $1 from every ticket sold is donated to a local charity

Assessment of Major Event Sponsorship Proposal

The sponsorship proposal has been assessed against Council's Events Sponsorship Policy criteria for Major Event Sponsorship. The event is eligible for funding from Council and provides positive economic benefits to the local Penrith economy that exceed the total cost of running the event.

Strategic Alignment

The event encourages strong day and possible overnight visitation to the Penrith Local Government Area which align Council's priorities as outlined in the Penrith Visitor Economy Strategy 2024-2030.

Estimated Economic Benefit

Based on the projected event visitation of 30,000, it is estimated the economic benefit of the scheduled event to the local economy is a total impact of $7.1million depending on the percentage of overnight visitation. As the event is being held in multiple states it is unclear what the percentage of overnight visitors will be. The estimated amount based on previous events held was 35%. However, to remain conservative due to the inaugural nature of the event, overnight visitation has not been included. It has the potential to add another minimum $3million in event spend if 35% is used.

This estimate is calculated using data provided by the applicant on participant numbers, and participation level. This data is assessed using the Tourism Research Australia Tool – a mechanism used by Destination NSW to set standard rates of economic impact per visitor. The rate used is $161 for day trip visitors and $291 for overnight visitation. This information is then entered into the Profile ID Event Impact Calculator to determine the local economic return on investment for each event.

Recommended Sponsorship Value

The sponsorship proposal seeks $150,000 a total Council investment of $50,000 (exc. GST) is recommended. This is in line with previous major events sponsored at the venue and opportunities currently being assessed such as the Venues NSW application. This event will be an inaugural opportunity to collaborate with TEG and the Office of Sport for both sporting and future concerts. This partnership provides a strategic opportunity to work together for the economic and social benefits of the City.

Given the event's strong alignment to Council's Visitor Economy Strategy 2024-2030, Penrith and St Marys 24-hour Economy Strategy and the Penrith Economic Development Strategy 2023-2031, it is recommended Council provide a total investment of $50,000 (exc. GST) to Venues NSW.

Financial Implications

The Penrith Major Events Partnership Program provides up to $200,000 annually to fund major and community events in the Penrith Local Government Area. This funding is available within Councils existing 2025-26 Operational Plan.

To date this financial year, Council has endorsed a total of $93,950 worth of major event sponsorship. As a result, there is currently $106,050 remaining in the 2025-2026 Event Sponsorship Program budget.

Two Major Event Sponsorship requests totalling $100,000 (exc. GST) cash are tabled for consideration by Council in tonight's meeting. The Fisher Out2Lunch Festival event is to be held this financial year and will be funded from the 2025-2026 Major Event Sponsorship Program budget.

If both are approved, it would be a remainder of $6,050 for the 2025-2026 financial year.

Risk Implications

If the sponsorship is endorsed, Council will enter into a sponsorship agreement with TEG to detail the expected sponsorship benefits to be delivered to Council and the community in exchange for Council's investment.

Office of Sport and TEG have been working closely with authorities to mitigate risks for the event.

Council provided a response to DPHI DA26/0360 – Out 2 Lunch Music Festival – Sunday 9 May 2026 at Sydney International Regatta Centre Development Application. The Development application submitted has addressed risks of the venue including traffic management.

The Council submission identified the following areas:

- environmental emergency plan addressing flooding and other risks
- community consultation and communication with nearby residents
- traffic management plan relating to ingress and egress from the site
- public safety and security for an event of this scale
- noise monitoring
- adequate waste and recycling facilities onsite.

At the time of writing of this report Development Application approval has not been issued by the Department of Planning, Housing and Infrastructure and therefore sponsorship is subject to the approval being secured by the promoter.

Conclusion

A request for sponsorship has been received from TEG for the Fisher Out 2 Lunch Festival. It is estimated that the return to the community of Penrith from the event could be in the order of $7.1million.

Council officers have assessed the proposal against the Events Sponsorship Policy. A total investment of $50,000 (exc. GST) in direct financial sponsorship is considered appropriate. This level of investment reflects the nature of the proposed sponsorship benefits to Council, and the estimated economic benefits to the local economy.

RECOMMENDATION

That:

1. The information contained in the report on Request for Major Event Sponsorship - Out2Lunch Festival be received.
2. Council endorses an investment, being a sponsorship amount up to $50,000 (exc. GST) subject to DA approval by the NSW Government.

ATTACHMENTS/APPENDICES

There are no attachments for this report.

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STRATEGIC DIRECTION 3 - SHAPE OUR GROWING CITY

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5	Draft Voluntary Planning Agreement - 805 Mamre Road Kemps Creek **Procedural note: Section 375A of the Local Government Act 1993 requires that a division be called in relation to this matter.**	27
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8	Draft Voluntary Planning Agreement 771-797 Mamre Road, Kemps Creek (Yiribana West - GPT) **Procedural note: Section 375A of the Local Government Act 1993 requires that a division be called in relation to this matter.**	47
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5 Draft Voluntary Planning Agreement - 805 Mamre Road Kemps Creek

Compiled by: **Caroline Ayling, Planner - Contributions**
Natalie Stanowski, City Planning Coordinator

Authorised by: **Christine Gough, Head of City Planning**
Andrew Jackson, Director Planning and Regulatory Services

Outcome	*Shape our growing city*
Strategy	*Navigate balanced growth and plan strategically*
Principal Activity	*Ensure services, facilitates and infrastructure meet the needs of a growing population through the contributions framework*

Previous Items: **Upcoming Mamre Precinct Voluntary Planning Agreements and Works in Kind Agreements - Councillor Briefing - 18 Aug 2025**

Procedural note: Section 375A of the Local Government Act 1993 requires that a division be called in relation to this matter.

Landowner and Proponent: Gibb Group Development Management Pty Ltd (Gibb Group)

Executive Summary

The purpose of this report is to seek Council's endorsement to publicly notify a draft voluntary planning agreement (VPA) between Council and developer Gibb Group. This draft VPA relates to a development at 805-817 Mamre Road Kemps Creek. It seeks to facilitate the delivery of roadworks and land dedication, while also proposing to recognise development contribution credits for current and future developments in the Mamre Road Precinct.

The draft VPA relates to State Significant Development Application (SSD) SSD-30871587, which was approved by the Department of Planning, Housing and Infrastructure (DPHI) on 11 December 2025. The total contributions obligation of the site is approximately $14 million.

Under the draft VPA, the developer will deliver part of CR1 Collector Road and dedicate this road to Council. The CR1 Collector Road works and associated land dedication are identified in the *Mamre Road Precinct Development Contributions Plan 2022 Amendment 1* (the Mamre CP) and the Mamre Road Precinct Development Control Plan 2021 (the DCP). As per the Mamre CP, the value of the CR1 Collector Road works and land dedication is approximately $3.6 million.

The draft VPA also facilitates the dedication of land zoned RE1 Public Recreation, with an offset rate of $575 per sq m, as identified in the Mamre CP, with the exact area to be dedicated to be determined when Sydney Water have finalised their stormwater basin designs.

The proponent will also construct and dedicate a portion of the open space edge road, which is identified in the DCP to provide an interface road between employment uses and the open space. This road is not identified in the Mamre CP and, contributions offsets cannot be obtained by the developer for the delivery and dedication of the open space edge road.

Ultimately, the value of the works being delivered and the land being dedicated by the developer exceeds the contribution obligation on the site. This means that there is a surplus of contribution credits. The draft VPA proposes that approximately $10.5 in contribution credits may be applied by the developer to future development on this same site or another site owned by the developer within the Mamre Road Precinct.

A review of the draft VPA has been undertaken in accordance with the Penrith Developer Infrastructure Agreements Policy (PDIAP) and reviewed by Council's Legal Services team and found to be acceptable.

Should Council endorse the draft VPA for public exhibition, it will be exhibited in accordance with the *NSW Environmental Planning and Assessment Regulation 2021* (the EP&A Regulations) and the PDIAP.

A copy of the draft VPA is included as Attachment 1 to this report.

Background

A letter of offer to enter into a VPA dated 12 August 2025 was conditioned in the SSD consent, requiring the proponent to enter into a planning agreement with Council within six months of the commencement of construction, in accordance with the *NSW Environmental Planning and Assessment Act 1979* (the EP&A Act) and the conditioned offer. The initial draft VPA was submitted to Council on 13 November 2025.

The subject site at 805 Mamre Road comprises two parallel sections of roads that will eventually service two large warehouses, 15,500sqm and 8,900sqm in size. Fronting onto Mamre Road is an area of RE1 land containing trunk drainage, and further back in the site away from Mamre Road is a second area of RE1 land. Until the roads are connected to the wider road network, an easement will be in place to enable Council access to the site.

As with other planning agreements in the Mamre Road Precinct, this draft VPA facilitates the delivery and dedication of sections of road which will initially be isolated, until development occurs at the adjoining properties. The draft VPA contains provisions to prevent Council from becoming responsible for maintaining disconnected portions of road, by way of an extended defects liability and maintenance period. The developer will dedicate the sections of road to Council in a timely fashion but continue to be responsible for maintaining them until 12 months after their connection to the public road network.

The RE1 land on the subject is identified for acquisition by Council in the *NSW State Environmental Planning Policy (Industry and Employment) 2021* (the I&E SEPP), as well as in the Mamre CP and in the DCP. The exact quantity of RE1 land being dedicated is subject to change with an upcoming amendment to the I&E SEPP, expected to occur later this year as a result of the finalisation of the Sydney Water basin designs. Due to this anticipated change, rather than noting a final value for the dedication of RE1 land, the draft VPA notes a per square metre rate of value at $575 per sqm, in accordance with the Mamre CP. Currently, the contributions offset for the dedication of the RE1 land is approximately $14 million, but the exact amount will be reassessed at the time of dedication.

Draft VPA

The draft VPA seeks to facilitate:

- Delivery and dedication of a section of CR1 Collector Road
- Delivery and dedication of a section of the Open Space Edge Road
- Dedication of land zoned RE1 Public Recreation
- Recognition of contribution offset, including a surplus credit

A copy of the draft VPA is included in Attachment 1 to this report.

The site obligations and offsets are summarised below. Please note, these figures are approximate and calculated at the base indexations of the Mamre CP and Background Report, which are dated December 2024 and March 2022 respectively.

Total Net Developable Area	**Total development contribution obligation**	**Value of works to be delivered**	**Value of land to be dedicated**	**Total contributions offset**	**Surplus development contribution credit**
5.0173ha	$3.5 million	$1.3 million	$12.7 million	$14 million	$10.5 million

Assessment of Draft VPA

The PDIAP provides guidance to Council, developers and the community on matters to consider when assessing and accepting a VPA. The draft VPA has also been reviewed by Council's Legal Services team and found to be acceptable. Consideration of risk elements in the draft VPA are discussed below.

Overall, the land dedication and road works proposed are in accordance with the schedule of works within the CP.

Timing of infrastructure delivery

To ensure timely delivery of the infrastructure, the draft VPA contains delivery trigger events. For the construction of CR1 Collector Road, the road must be delivered prior to the issue of an occupation certificate for any part of the development, or prior to 30 June 2027. The land is to be dedicated prior to issue of a subdivision certificate. Once the road is connected to the public road network, the developer will carry out conversion works to its ultimate form, removing temporary arrangements.

The open space edge road will be constructed prior to occupation certificate with dedication prior to subdivision certificate.

It is noted that, after the dedication of both sections of roads, an extended defects and liability maintenance period will apply. The developer will maintain both the open space edge road and CR1 collector road until 12 months after they are connected to the public road network.

This ensures that Council will not be responsible for maintaining isolated sections of road.

The RE1 land at the front of the site, which will ultimately contain trunk drainage connecting to adjoining sites, will be dedicated to Council once that drainage is connected,

in satisfaction of condition B11(b) of the SSD consent. The RE1 land at the rear of the site will be dedicated to Council once it has become publicly accessible via the road network.

Security

The draft VPA ensures that security is to be provided for the collector road works, in an amount equivalent to 125% of the agreed value of works. This ensures adequate security provisions which can be called on if the collector road works are not delivered. The draft VPA also ensures that the agreement is registered on the property title. The collector road security amount and registration of the VPA on title is consistent with Council's PDIAP and other VPAs in the Mamre Road Precinct.

Separate arrangements have been made for security for the open space edge road. As this road is not identified in the Mamre CP, the developer is not required to provide security for these works. The road is included in the draft VPA to capture detail on the timing of its dedication and maintenance; however, as it is not a CP item, other reasonable forms of security are proposed.

Section 4.10 of the PDIAP enables Council to consider alternative arrangements for security for works items under limited circumstances, including in situations where Council has the security of restricting certificates, and when Council's risks have been identified and are suitably managed.

In this instance, the risk of non-delivery of the open space edge road is suitably managed, as the developer is required to deliver and dedicate the road by their development consent for SSD-30871587. If the works are not delivered, Council is able to restrict the issue of an occupation certificate for any part of the development. Under the draft VPA, these works also have a sunset date of 30 June 2027, which contains the risk to Council within a limited timeframe.

Separate to the works security, the draft VPA does provide for a defects liability and maintenance bond of 5% for the open space edge road.

Contributions Offsets and Credits

The total development contribution obligation on the site is $3.5 million. The estimated value of road works and land dedication exceeds this, at $14 million. Given this surplus, it is proposed to facilitate a credit in the amount of $10.5 million. These figures are approximate and calculated at the base indexation of the Mamre CP.

The draft VPA includes provisions for this surplus credit to be utilised in relation to future development on the subject site or other sites owned by the developer within the Precinct, including 1-51 Aldington Road and 1080 Mamre Road in Kemps Creek. Should the developer not propose any other development in the Mamre Road Precinct in future, the draft VPA includes provisions for Council to pay the amount of the credit to the developer at the end of the life of the Mamre CP, should funds be available. This provision is in accordance with Council's PDIAP.

Financial Implications

The draft VPA seeks to deliver part of CR1 Collector Road and Open Space Edge Road and dedicate these to Council, along with recreational land. The developer agrees to pay Council's costs in relation to the preparation and notification of the VPA. In addition, the developer will be responsible for the costs of all works associated with the VPA.

The draft VPA does not have the effect of excluding the application of Section 7.11 of the

EP&A Act in relation to any development application associated with the development. This means that future developments on the subject site will also be required to pay contributions.

As enabled by the Mamre CP, the cost of works and land value will reduce the contributions obligation for the developer. As such, the draft VPA is considered to be an accelerated way for sections of roads to be delivered, while at the same time limiting financial risk to Council.

Risk Implications

Risk to Council has been limited through the negotiation of the draft VPA in accordance with Council's PDIAP and review of the draft VPA by Council's Legal Services team.

Risk associated with non-delivery of road works have been appropriately managed through suitable mechanisms in the draft VPA. This includes provisions around timing of infrastructure delivery and security.

Next Steps

Should Council endorse the draft VPA for public notification, it will be placed on public notification for 28 days in accordance with the EP&A Regulations and the PDIAP. Notification will include publishing the draft VPA on Council's YourSay page and DPHI's Planning Portal, along with a newspaper advertisement in the Western Weekender.

Following the notification period, if any submissions are received in response to VPA matters, a further report will be prepared for Council. This report will provide details of any submissions received and will seek the endorsement to execute the draft VPA, where any issues raised have been addressed. Where no submissions are received or where a submission does not relate directly to specific matters negotiated for the VPA, it will be executed.

Conclusion

This draft VPA for the delivery and dedication roads and recreational land represents a benefit to Council as it ensures timely delivery of transport infrastructure. The draft VPA is reasonable and seeks to deliver works as identified in the Mamre CP. It also allows the proponents to receive development contributions credits, satisfying their obligations under section 7.11 of the EP&A Act. Suitable mechanisms and securities are in place in the draft VPA to ensure that risks to Council are minimised.

It is recommended that Council endorse the draft VPA to proceed to public notification.

RECOMMENDATION

That:

1. The information contained in the report on Draft Voluntary Planning Agreement - 805 Mamre Road Kemps Creek be received.
2. Council endorses for notification of the Draft Voluntary Planning Agreement (VPA) for 805 Mamre Road, Kemps Creek (Gibb Group), as attached.
3. A further report be prepared for Council following public notification of the draft voluntary planning agreement, if submissions are received and amendments are proposed.
4. Council endorses the draft VPA for 805 Mamre Road, Kemps Creek (Gibb Group) for execution, if no submissions are received during the public notification period or if no amendments are proposed.

5. If no submissions are received, Council authorises the General Manager to finalise and sign the VPA and make any minor amendments where necessary (e.g. typographical errors, incorrect clause references, indexation and refinement of any costs, dates or similar).
6. The Common Seal of the Council of the City of Penrith be affixed to all documents as required, and the General Manager (or their delegate) be authorised to sign all necessary legal decorations in relation to this matter.

ATTACHMENTS/APPENDICES

1.	Draft Voluntary Planning Agreement - 805 Mamre Road Kemps Creek (Gibb Group)	55 Pages	Attachments Included

6 Fire Safety Update

Compiled by: **Craig Squires, Building Certification and Fire Safety Co-ordinator**

Authorised by: **Peter Wood, Head of Development Services**
Andrew Jackson, Director Planning and Regulatory Services

Outcome	*Shape our growing city*
Strategy	*Navigate balanced growth and plan strategically*
Principal Activity	*Assess, certify and guide sustainable quality development outcomes for the community*

Executive Summary

Council is in receipt of inspection reports from Fire and Rescue NSW (FRNSW) concerning fire safety issues at four properties in the Penrith Local Government Area. FRNSW inspect sites as part of their duties either routinely or on request. The premises highlighted in this report were inspected by FRNSW following complaints received.

Schedule 5, Part 8, Clause 17 of the Environmental Planning and Assessment Act 1979 (the Act) requires a FRNSW report to Council resulting from their inspection to be reported to a Council meeting for a decision on whether or not to issue a Fire Safety Order. Council officers have inspected all premises to confirm relevant matters identified. All premises have outstanding matters which warrant a Notice of Intention to Serve an Order (NISO) and potentially an Order subject to further investigations and where matters are not rectified in response to the NISO.

It is recommended that Council advise FRNSW of its decision to issue NISO's and Order's pending responses to the NISO's issued and further investigations for the four premises.

Fire and Rescue Reporting

The fire safety upgrading provisions are contained in Fire Safety Orders 1, 2 and 3 of Schedule 5, Part 2 of the Act. These matters have arisen from a circumstance where FRNSW have prepared an inspection report advising Council of fire safety issues and requested Council to determine the matter. Copies of the inspection reports are provided in the appendices.

Under Section 9.32 of the Act, FRNSW can inspect any premises of shared accommodation or any other premises when requested by the Council, a person who is the owner, lessee or occupier of the building, or when they receive a complaint in writing. In most instances, the inspection is initiated by a complaint and in these circumstances the complainant is rarely disclosed to Council.

When Council receives advice from FRNSW that they have inspected a premises, under Schedule 5, Part 8, Clause 17 of the Act, the matter must be reported to a meeting of the Council to determine whether it will exercise its powers under the Act to issue an Order to rectify the situation. Council must also give notice of its determination to the Commissioner of FRNSW. The predominant order issued by Council is Fire Safety Order No.1 which is to do or stop doing things for the purposes of ensuring or promoting adequate fire safety or fire safety awareness when the current provision is inadequate. It is served to the owner of the premises.

The details of FRNSW and Council inspections and communication are summarised in the following table:

Table 1: Details of inspection reports for matters that remain outstanding

Premises	FRNSW comments	Status / Actions
47-53 Vallance Street, St Marys Refer attachments 1, 2 and 3	Emergency Fire Safety Order issued by FRNSW for various non-compliances relating to emergency exits in the building. Show cause letter also issued by FRNSW after a reinspection advising the terms of the Emergency Fire Safety Order had not been satisfied. Subsequent FRNSW report received, the following was identified: • Concerns raised regarding whether the main building complies with the requirements for a large, isolated building under the provisions in the National Construction Code. • Issues relating to egress including width of exits, construction of exits and exits blocked by stock and machinery. • Smoke alarms to be installed in the office and place of public worship as an interim measure pending investigation by Council's Compliance team for alleged unauthorised use. • Sprinkler system installed at the premises not operational. • Fire hose reels on site not compliant. • Portable fire extinguishers not installed in numerous locations at the premises. • Annual Fire Safety Statement not displayed. • Office area contained two rooms that had the appearance of a place of public worship. • FRNSW advised two persons are residing at the premises.	Council officers inspected the property and confirmed the issues raised by FRNSW. Council officers also identified non fire safety related issues relating to alleged unauthorised use which Council is investigating. FRNSW have reinspected the site and advised that some of the issues identified have been rectified and several remain outstanding. FRNSW officers have advised that failure to comply with the emergency order served may result in orders served to evacuate the premises or significant fines. **A NISO is recommended to be issued to the owners of the property for the outstanding items and proceed to issue an Order should the fire safety issues not be addressed to the satisfaction of Council's Certification and Fire Safety Coordinator upon reinspection.**

Premises	FRNSW comments	Status / Actions
56 Lakeside Parade, Jordan Springs Refer attachments 4 and 5	Emergency Fire Safety Order issued by FRNSW to undertake works to the Automatic Fire Detection and Alarm System to ensure that all faults are rectified and all isolations are removed. Subsequent FRNSW report received, the following was identified: • Service penetrations not adequately protected • Faults indicated on Fire Brigade Panel (FBP) • Signage not provided at the sprinkler booster assembly • Polycarbonate roof sheeting located in basement car park has adverse impact on sprinkler activation in the event of a fire • Exit signage not illuminated • Doors to hydrant booster not provided withhold-open devices • Non-return valve located at fire hydrant booster not installed correctly	Inspection was undertaken by Council officers which identified the Automatic Fire Detection and Alarm System was operational. Other items identified in the subsequent FRNSW report remained outstanding at the time of the inspection. **A NISO is recommended to be issued to the owners of the property for the outstanding items and proceed to issue an Order should the fire safety issues not be addressed to the satisfaction of Council's Certification and Fire Safety Coordinator upon reinspection.**
366 Jamison Road, Jamisontown Refer attachment 6	FRNSW inspected the premises after correspondence was received. The following was identified: • Linen baskets were stored in front of a number of fire-rated doors located in the corridor • The electrical distribution board located in the vicinity of a room within the corridor was not lined in non-combustible construction or sealed against the passage of smoke. • The sprinkler booster assembly was not provided with signage indicating the maximum allowable inlet pressure. • FRNSW are unable to determine if the sprinkler	An inspection by Council officers was carried out and observed the following: • Obstructions removed from all fire rated doors. No further action required. • A Fire Safety Practitioner has been engaged to provide the required upgrade to the electrical distribution board • A Fire Safety Practitioner has been engaged to provide the required signage to the sprinkler booster. • A Fire Safety Practitioner has investigated the systems and has verbally stated the sprinkler system is linked directly to the fire brigade. **A NISO is recommended to be issued to the owners of the property for the outstanding items to be completed and Council proceed to issue an**

Premises	FRNSW comments	Status / Actions
	system initiates a fire brigade response.	**Order should the fire safety issues not be addressed to the satisfaction of Council's Certification and Fire Safety Coordinator upon reinspection.**
61-63 Water Gum Drive, Jordan Springs Refer attachment 7	FRNSW inspected the premises after correspondence was received. The following was identified: • Signage not indicating boost pressure and test pressure at the sprinkler booster assembly. • Pressure gauge not provided at the sprinkler booster assembly. • Isolation valve not secured in the open position at the sprinkler booster assembly. • Sprinkler booster assembly inlets non-compliant. • Sensor fault on Fire Brigade Panel. • Annual Fire Safety Statement not displayed. • Isolation valves on Sydney Water backflow prevention device not secured or locked in the open position.	Inspection was undertaken by Council officers which identified no faults on the Fire Brigade Panel. Other items raised by FRNSW remain outstanding. **It is recommended that a NISO is issued to the owners of the property for the outstanding items and Council proceed to issue an Order should the fire safety issues not be addressed to the satisfaction of Council's Certification and Fire Safety Coordinator upon reinspection.**

Financial Implications

There are no financial implications associated with this report.

Risk Implications

There are no risk implications associated with this report subject to the recommendations.

Conclusion

All fire safety issues identified by FRNSW have been responded to by Council officers. It is recommended that Council proceed to Orders if required subject to the outcome of responses to the NISO's recommended to be issued and reinspection.

RECOMMENDATION

That:

1. The information contained in the report on Fire Safety Update be received.

2. Council proceed to issue a Notice of Intention to Serve a Fire Safety Order for the Vallance Street, Lakeside Parade, Jamison Road and Water Gum Drive premises and proceed to issue a Fire Safety Order should the fire safety issues not be addressed to the satisfaction of Council's Building Certification and Fire Safety Coordinator upon reinspection.
3. Council continues to monitor these premises as part of its Fire Safety Program.

ATTACHMENTS/APPENDICES

1.	47-53 Vallance Street St Marys - Emergency Fire Safety Order	8 Pages	Attachments Included
2.	47-53 Vallance Street St Marys - Show Cause letter	8 Pages	Attachments Included
3.	47-53 Vallance Street St Marys - Inspection report	10 Pages	Attachments Included
4.	56 Lakeside Parade, Jordan Springs - Emergency Fire Safety Order	4 Pages	Attachments Included
5.	56 Lakeside Parade, Jordan Springs - Inspection report	4 Pages	Attachments Included
6.	366 Jamison Road Jamisontown - Inspection report	3 Pages	Attachments Included
7.	61-63 Watergum Drive, Jordan Springs - Inspection report	3 Pages	Attachments Included

7 Submission to the NSW Parliamentary Inquiry into Data Centres

Compiled by: **Megan Whittaker, Strategic Advocacy Manager**
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Authorised by: **Carlie Ryan, Head of City Strategy**
Kylie Powell, Director Futures and Strategy/Deputy General Manager

Outcome	*Shape our growing city*
Strategy	*Harness opportunities to boost liveability through advocacy and collaboration*
Principal Activity	*Advocate for and influence state planning policies and legislation to ensure the best results for our city and community*

Executive Summary

This report presents a draft submission (Attachment 1) to the NSW Parliamentary Inquiry into Data Centres and seeks Council endorsement to lodge the submission which is due by 27 March 2026. The inquiry is examining the planning, infrastructure, environmental and regulatory implications of rapid data centre growth across New South Wales.

Council acknowledges data centres are critical digital infrastructure underpinning cloud services, government and business continuity, and the growth of artificial intelligence. At the time of writing, Penrith LGA has three data centres operational, one under construction and two data centre applications lodged under a State Significant Development pathway. Sydney leads the way in data centre supply in Australia, with 88 data centres which accounts for over a third of all data centres nationally and over 60% of the national total data centre capacity. Further data centre development is forecast to expand significantly, concentrated within Western Sydney.

The draft submission identifies the rapid rise in supply and demand of data centres together with the significant operational demands of data centres that includes very large water and energy usage. This requires thoughtful strategic planning and policy settings to ensure future decision-making accounts for national and local interests and considers economic, health, social, environmental and land use impacts and trade-offs, as well as the sustainable future growth of the sector. The submission also outlines specific challenges arising in the Western Sydney context that could be exacerbated if data centres are not carefully considered and planned with a precinct level perspective, including local job supply and availability of servicing to unlock land for housing.

The submission recommends the need for strategic assessment of location, meaningful engagement with community and for Council's to be involved in decision making on data centres within their area, as a way to strengthen future strategic planning, policy settings and approval processes for data centres in NSW. It also calls on the NSW Government to not consider any further data centre applications until utility servicing (water and power) impacts for NSW in both the short and long term are fully understood.

This report recommends that the submission at Attachment 1 be endorsed by Council and forwarded to the NSW Government for consideration before the closing date for submissions, 27 March 2026.

Background

The NSW Parliament's Public Accountability and Works Committee established an inquiry into data centres in January 2026 to examine the planning, infrastructure, environmental and regulatory implications of the rapidly growing sector. The terms of reference for this inquiry cover the scale and trajectory of data centre development in NSW, the planning framework enabling data centres, and impacts on electricity demand/emissions, water usage, local environment and community amenity, along with land use and housing supply. It will also examine economic outcomes, governance, transparency and accountability settings, workforce considerations and lessons from other jurisdictions. Submissions are due by 27 March 2026.

At Council's 23 February 2026 Ordinary Meeting, Council endorsed that a motion on data centres (Attachment 2) be submitted to the Australian Local Government Association (ALGA) for consideration for inclusion at the May 2026 general assembly. This draft submission reflects the ALGA motion.

Current Situation

Demand for digital infrastructure continues to rise, driven by cloud services, government and business continuity requirements, and the expansion of artificial intelligence (AI). At the time of writing, Penrith LGA has three data centres operational, one under construction and two data centre applications lodged under a State Significant Development pathway.

Sydney leads the way in data centre supply in Australia, with 88 data centres which accounts for over a third of all data centres nationally and over 60% of the national total data centre capacity. Further data centre development is forecast to expand significantly, concentrated in Western Sydney.

Draft Submission Key Points

The draft submission, provided in full at Attachment 1, acknowledges data centres are critical digital infrastructure underpinning cloud services, government and business continuity, and the growth of artificial intelligence. It identifies that the rapid rise in supply and demand, together with the significant operational demands of data centres, requires thoughtful strategic planning and policy settings to ensure decision making accounts for national and local interests, considers economic, environmental, health, social and land use impacts and trade-offs, as well as the sustainable future growth of the sector.

The submission reflects Council's ALGA 2026 motion relating to data centres, outlining the specific challenges arising in the Western Sydney context that could be exacerbated if data centres are not carefully considered and planned with a precinct level perspective, including:

• *Potential impacts from data centre development on availability and capacity of water and energy services for priority land uses*.

Data centres are among the most resource intensive forms of development with massive increases in water and energy usage projected to service the growing sector. Penrith, together with Western Sydney more broadly, is expected to be an economic driver of the state and deliver substantial new housing and jobs. Land cannot be unlocked for housing and employment if it cannot be serviced with water and energy. A well informed and strategic approach for data centres is required to ensure a sustainable future where data centre energy and water demands do not compromise or come at the cost of progressing the state's overall housing and jobs growth.

• *Potential local health and economic impacts for local communities arising from data centres*.

Penrith, and Western Sydney, has a growing population and in order to support liveable thriving communities we must plan for increased housing supply together with jobs close to home. Concerns exist about the limited number of permanent jobs likely to be created by data centre developments in relation to their building footprint. Planning and approval decisions must consider what local communities receive by way of economic benefits or trade-offs, including the impact of less intensive jobs generating industries. This is particularly important where clustering of data centres is likely to occur and displace the diversity of other employment and land uses.

Equally important is the consideration of potential health impacts that may arise from data centre operations. Data centres rely on diesel generators as backup power supply. It is important that government understands the potential health impacts that could arise from ongoing maintenance and use of back up diesel generators that create noise and air pollution impacts for both employees and the surrounding community

The draft submission makes the following recommendations with the view to ensuring that strategic planning, policy settings and approval processes for data centres in NSW are informed by and take into account the following:

1. **Strategic assessment of:**

   • **Suitability of location** – ideally should be located where water and power services are available or planned and where other important land uses and development are not compromised as a result.

   • **Local place-based impacts** – including potential strain on energy grids, water supply and ecosystems effects, noise and air pollution health related impacts for employees and surrounding community, land use trade-offs, clustering issues and impacts on local jobs numbers.

2. **Meaningful community engagement** – to ensure an understanding and due consideration of opportunities and risks from the community's perspective, and to inform preparation of appropriate mitigation measures.
3. **Robust and transparent public reporting -** to ensure ongoing public reporting that enables the monitoring of environmental and social impact and sustainable practices.
4. **That councils have a central role in informing decision-making -** Councils should have the opportunity for input into decision-making around data centres within their local government area, to ensure site specific strategic opportunities are well understood and considered and that outcomes balance national and state interest with community needs.

Further, given the serious potential impacts related to utility servicing (water and power) of data centres to the local environment, economy, and land use trade-offs that can be compromised including not being able to progress local housing and jobs growth, the submission calls on the NSW Government to:

5. **Not consider any further data centre applications until utility servicing (water and power) impacts for NSW in both the short and long term are fully understood**, and there is a high level of confidence that utility servicing and growth plans for local communities will not be compromised as a result.

Financial Implications

There are no financial implications for Council associated with this report.

Risk Implications

If Council does not provide a submission to this inquiry, the risk is that Council's concerns and comments regarding data centres will not be fully understood and considered as part of any recommendations that will be put to the NSW Government to guide planning for data centre development in NSW into the future.

Conclusion

This report presents a draft submission to the NSW Parliamentary Inquiry into Data Centres, seeking Council endorsement to lodge the submission by 27 March 2026. The Inquiry is examining the planning, infrastructure, environmental and regulatory implications of rapid data centre growth across New South Wales.

Sydney leads the way in data centre supply for the nation with further development forecast to expand significantly, focused within Western Sydney. The rapid rise in supply and demand, combined with significant operational demands such as large water and energy usage, requires thoughtful strategic planning and policy settings to ensure decision making considers national and local interests, as well as economic, environmental, health, social and land use impacts.

Council acknowledges data centres are critical digital infrastructure underpinning cloud services, government and business continuity, and the growth of artificial intelligence. The draft submission recommends detailed strategic assessment of location suitability, opportunity for meaningful community engagement, and Council involvement in decision making on local data centre development, to strengthen future planning, policy settings and approval processes for data centres in NSW. It also calls on the NSW Government to not consider any further data centre applications until utility servicing (water and power) impacts for NSW in both the short and long term are fully understood.

RECOMMENDATION

That:

1. The information contained in the report on Submission to the NSW Parliamentary Inquiry into Data Centres be received.

2. Council endorses the submission at Attachment 1 for submission to the NSW Parliamentary Inquiry into Data Centres by the closing date of 27 March 2026.

ATTACHMENTS/APPENDICES

1.	Attachment 1 - Draft Submission to Parliamentary Inquiry into Data Centres	3 Pages	Appendix
2.	Attachment 2 - ALGA 2026 Motion - Data centres	2 Pages	Appendix

Penrith City Council Submission:
NSW Parliamentary Inquiry into Data Centres

March 2026

Penrith City Council welcomes the opportunity to make a submission to the NSW Parliament Public Accountability and Works Committee's Inquiry into data centres.

Sydney leads the way in data centre supply in Australia, with 88 data centres which accounts for over a third of all data centres nationally and over 60% of the national total data centre capacity.[1] Further data centre development is forecast to expand significantly, concentrated in Western Sydney.[1] Penrith is at the heart of Western Sydney and at the time of writing, within the LGA has three data centres operational, one under construction and two data centre applications lodged under a state significant development pathway.

Council acknowledges data centres are critical digital infrastructure underpinning cloud services, government and business continuity, and the growth of artificial intelligence. The rapid rise in supply and demand, together with the significant operational demands of data centres, requires thoughtful strategic planning and policy settings to ensure decision making accounts for national and local interests, considers economic, environmental, social and land use impacts and trade-offs, as well as the sustainable future growth of the sector.

In the Western Sydney context, there are specific challenges that will be exacerbated if data centres are not carefully considered and planned with a precinct level perspective.

Understanding the potential impacts from data centre development on availability and capacity of water and energy services is critical.

Data centres are among the most resource intensive forms of development. Oxford Economics estimates that in Australia data centres consumed 3.9 TWh of electricity in FY25, equivalent to around 2% of National Electricity Market (NEM) grid-supplied electricity. Under a high-growth scenario, consumption is forecast to reach 12.0 TWh by FY30 (around 6% of NEM grid-supplied electricity) and 34.5 TWh by FY50 (around 12%).[2] This growth in energy demands has practical local consequences: increased pressure on network capacity, higher cumulative impacts where facilities cluster, and potentially greater reliance on backup supplies through network overloads.

Water demand is also a critical planning consideration. Currently all 88 data centres in Sydney draw from the public drinking water supply.[1] Sydney's data centres currently use around 3.5 billion litres of Sydney's drinking water supply each year which is less than 1% of

[1] Committee for Sydney, State of the City 2026: A Bold City (report prepared by BDO, February 2026) 8 https://sydney.org.au/wp-content/uploads/2026/02/State-of-the-City-2026-A-bold-city.pdf (accessed 20 February 2026).
[2] Oxford Economics Australia, Data Centre Energy Demand: Final Report (prepared for the Australian Energy Market Operator (AEMO), July 2025) 3, 14.

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total demand. Sydney Water have estimated this could rise to 25% by 2035 under a high growth scenario.[3]

Add to this, Western Sydney is the hottest part of Sydney and getting hotter. In December 2025, Penrith recorded 55% of the month with temperatures over 30 degrees (3 days over 40 degrees). January 2026 recorded 48% of the month over 30 degrees, with the highest temperature recorded on 4 January at 48.9 degrees. With an increasingly hotter environment in Western Sydney, data centres located here will draw on even more additional energy and water resourcing for cooling purposes.

Alongside the expected increasing interest in land within Western Sydney for data centres, there is also high expectation for Western Sydney to be the economic driver of the State and deliver substantial new housing and jobs. Land cannot be unlocked for housing and employment if it cannot be serviced with water and energy. A well informed and strategic approach for data centres is required to ensure a sustainable future where energy and water demands are balanced and do not compromise and come at the cost of progressing the state's overall housing and jobs growth.

An understanding of the potential local heath and economic impacts for local communities arising from data centres is also key, particularly noise and air pollution effects and the number of permanent local jobs generated from data centres once operational.

Penrith, and Western Sydney, has a growing population and in order to support liveable thriving communities we must plan for increased housing supply together with jobs close to home. Penrith has approximately 2,700 hectares of zoned and undeveloped employment lands and a jobs target of an additional 23,000 jobs over the 2023 – 2031 time period. It is important to fully understand the number of permanent jobs likely to be created by data centre developments in relation to their building footprint. Planning and approval decisions must consider what local communities receive by way of economic benefits or trade-offs, including the impact of less intensive jobs generating industries. This is particularly important where clustering of data centres is likely to occur and displace the diversity of other employment and land uses.

Equally important is the consideration of potential health impacts that may arise from data centre operations. Data centres rely on diesel generators as backup power supply. It is important that government understands the potential health impacts that could arise from ongoing maintenance and use of back up diesel generators that create noise and air pollution impacts for both employees and the surrounding community.

[3] Rhiannon Shine and Emily Jane Smith, 'Data centres are vital for the future and AI but their environmental footprint can be a problem', ABC News (27 August 2025) (reporting Sydney Water estimates) https://www.abc.net.au/news/2025-08-27/ai-to-take-up-one-quarter-of-sydney-water-in-a-decade/105700928 (accessed 20 February 2026).

Recommendations:

With data centre supply and demand growing rapidly, there is clear need for a strategic long-term approach to data centre approvals that is evidence-based and transparently balances national and state interests with local place-based impacts. Council recommends that strategic planning, policy settings and approval processes for data centres in NSW are informed by and take into account the following:

1. **Strategic assessment of:**
   - **Suitability of location –** ideally should be located where water and power services are available or planned and where other important land uses and development are not compromised as a result
   - **Local place-based impacts** – including potential strain on energy grids, water supply and ecosystems effects, noise and air pollution health related impacts for employees and surrounding community, land use trade-offs, clustering issues and impacts on local jobs numbers.

2. **Meaningful community engagement –** to ensure an understanding and due consideration of opportunities and risks from the community stakeholder perspective, and to inform preparation of appropriate mitigation measures.

3. **Robust and transparent public reporting -** to ensure ongoing public reporting that enables the monitoring of environmental and social impact and sustainable practices.

4. **That councils have a central role in informing decision-making -** Councils should have the opportunity for input into decision-making around data centres within their local government area, to ensure site specific strategic opportunities are well understood and considered and that outcomes balance national and state interest with community needs.

Further, given the serious potential impacts related to utility servicing (water and power) of data centres to the local environment, economy, and land use trade-offs that can be compromised including not being able to progress local housing and jobs growth, Council calls on the NSW Government to:

5. **Not consider any further data centre applications until utility servicing (water and power) impacts for NSW in both the short and long term are fully understood,** and there is a high level of confidence that utility servicing and growth plans for local communities will not be compromised as a result.

For more information contact:

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DRAFT

ALGA 2026 Motion - Data centres

Motion Title: **Developing national data centre decision making principles and approvals processes that support local government's role and the strategic assessment of location, including impacted land uses.**

Motion Details:
The National General Assembly calls on the Australian Government, in their development of national data centre principles and approval processes to include:

1. Strategic assessment of:
    - Suitability of location, ideally where services are available and where other important land uses are not compromised as a result
    - Local place-based impacts – e.g. potential strain on energy grids, water supply and ecosystems effects, land use trade-offs, clustering issues, impacts on local jobs
2. Meaningful community engagement
3. Transparent public reporting
4. That councils have a central role in decision-making
5. Engaging with councils for feedback into the preparation and finalisation of these documents.

National Objective:
The Australian Government is developing national data centre principles under its new AI plan. Clear consistent guidance is critical – and we need assurance approvals will balance national interest with local impacts.

Principles should consider:

- Location suitability – access to infrastructure and balancing the needs of other land uses
- Place-based issues - strain on energy grids from high electricity use, cooling demands and water supply/ecosystems
- Local economic impacts - data centres attract investment and construction jobs, but long-term community benefits are uncertain. Clustering and job number impacts must be addressed.

Councils need a seat at the table to inform this work.

Summary of Key Arguments:
As part of its National AI Plan (Dec 2025) the Australian Government is developing national data centre principles and approvals processes.

Data centres are critical to cloud computing, AI and digital services. Australia's favourable conditions are driving rapid growth. While necessary for our future, policy is still catching up with the significant challenges these projects can present.

Environmental impacts include rising electricity demand, reported by the Australian Energy Market Operator as currently 2% of national supply, projected to reach 6% by 2030. Sydney Water reports potential heavy water use projecting data centres could consume a quarter of Sydney's drinking water by 2035. Land use and economic conflicts can arise, as large-scale centres may displace housing or agriculture and other job generating uses.

National principles must balance national interest with local place-based impacts, ensuring transparent reporting and meaningful community engagement. Councils should be empowered as active stakeholders in assessment and decision-making.

8 Draft Voluntary Planning Agreement 771-797 Mamre Road, Kemps Creek (Yiribana West - GPT)

Compiled by: **Natalie Stanowski, City Planning Coordinator**
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Madison McGlynn, Planner

Authorised by: **Christine Gough, Head of City Planning**
Andrew Jackson, Director Planning and Regulatory Services

Outcome	*Shape our growing city*
Strategy	*Navigate balanced growth and plan strategically*
Principal Activity	*Ensure services, facilitates and infrastructure meet the needs of a growing population through the contributions framework*

Previous Items: **Upcoming Mamre Precinct Voluntary Planning Agreements and Works in Kind Agreements - Councillor Briefing - 18 Aug 2025**

Procedural note: Section 375A of the Local Government Act 1993 requires that a division be called in relation to this matter.

Landowner and Proponent: GPT Platform Pty Ltd, ATF The GPT QuadReal Logistics Trust

Executive Summary

This report seeks Council's endorsement to publicly notify a draft Voluntary Planning Agreement (VPA) between Council and GPT. The draft VPA relates to a development at 771-797 Mamre Road, Kemps Creek (known as Yiribana West). It seeks to facilitate the delivery of road works and land dedication for an industrial collector road. It also proposes to recognise development contribution credits for future development on the site.

The draft VPA is related to Development Application (DA) DA23/0067, which was approved by the Sydney Western City Planning Panel on 2 May 2024.

Under the proposed VPA, the proponents will deliver part of the CR1 Collector Road and dedicate this road to Council. These works and associated land dedication are identified in the *Mamre Road Precinct Development Contributions Plan 2022* (Mamre Precinct CP) and the Mamre Road Precinct Development Control Plan (2021). This includes $4,498,225 for land dedication and $2,155,692.60 for construction of CR1. The total value of development obligations payable for the subject development is $3,609,216.07.

A review of the draft VPA has been undertaken in accordance with the *Penrith Development Infrastructure Agreements Policy* (PDIAP) and reviewed by Council's Legal Services Team and found to be acceptable.

Should Council endorse the draft VPA for public exhibition, it will be exhibited in accordance with the *Environmental Planning and Assessment Regulation 2021* and *Penrith Developer Infrastructure Agreements Policy.*

A copy of the draft VPA is included as Attachment 1 to this report.

Background

Background on the draft VPA

A draft VPA was submitted to Council on 19 December 2025. Council and the proponent negotiated and collaborated on the suitability between a Works in Kind Agreement (WIKA) or VPA to appropriately manage issues surrounding dedication of land and contributions.

A VPA is the most appropriate mechanism given the value of land and works are greater than the development contributions obligations and will facilitate land dedication and the granting of contributions credits.

The proposed VPA was considered by Council's Local Infrastructure Contributions Working Group (LICWG) at its meeting of 2 February 2026 and provided endorsement of the draft agreement.

Public Open Space Land

There is land reserved for acquisition for public recreation at the rear of the site, however, this land is not proposed to be dedicated to Council in this draft VPA. This is due to the scope of the DA and the state-assessed rezoning proposal which seeks to reconfigure the RE1 local open space and IN1 General Industrial zones applicable to rear of the site. This matter will therefore be dealt with at a later date once there is greater certainty on the outcomes of the state assessed rezoning proposal, which has not yet been placed on public exhibition.

Draft VPA

The draft VPA seeks to deliver:

1. Construction and delivery of part of the North-South Collector Road though the site.
2. Dedication of all of the North-South Collector Road land to Council.
3. Council will apply a credit against the against the amount of Development Contributions payable to the value of the land dedication and road works. The proponents may use this credit to offset contributions payable under future development consents.

Assessment of Draft VPA

Penrith Developer Infrastructure Agreement Policy provides guidance to Council, developers and the community on matters to consider when assessing and accepting a VPA. The draft VPA has also been reviewed by Council's Legal Services Team and found to be acceptable. Consideration of risk elements of the draft VPA are discussed below.

Overall, the land dedication and road works proposed are in accordance with the schedule of works within the Mamre Road Precinct CP. Removal of a temporary cul-de-sac head and completion of road works in accordance with the CP could be facilitated when land to the south develops, and dedication of RE1 land is not desired at this stage.

Timing of infrastructure delivery

To ensure timely delivery of the infrastructure, the draft VPA contains trigger events that require land dedication and road construction to be completed upon issue of the Occupation Certificate for the development approved by the consent granted to the Stage 1 DA application, or before a sunset date.

This would ensure that the road is trafficable and dedicated to Council at about the same time that warehouses that will use the road are completed.

Security

The draft VPA ensures that security is to be provided for each component of the works in an amount equivalent to 125% of the agreed value of the works. This ensures adequate security provisions that can be called on if works are not delivered. The draft VPA also ensures that the agreement is registered on title. The security amount and registration of VPA on title is consistent with Council's PDIAP and other VPAs in the Mamre Road precinct.

Credits

The estimated value of road works and land exceeds the estimated contributions payable for the site. It is proposed to facilitate a credit, which the proponent could use to meet future obligations to pay development contributions under a Stage 2 consent.

Financial Implications

The draft VPA seeks to deliver part of a collector road and dedicate this road to Council. The Developer agrees to pay Council's costs in relation to the preparation and notification of the VPA. The developer will be responsible for the cost of all works associated with the VPA.

The draft planning agreement does not have the effect of excluding the application of Section 7.11 of the *Environmental Planning and Assessment Act 1979* in relation to any development application associated with the development. This means that future development will be required to pay development contributions. In this instance, Council's Mamre Precinct CP applies to the subject site.

Therefore, the proponents will obtain contribution credits against their contribution obligations under the Mamre Precinct Contributions Plan. This VPA is considered to be an accelerated way to deliver a portion of the collector road, while limiting the financial risk to Council.

Risk Implications

Risk to Council has been limited through the negotiation of the draft VPA in accordance with Council's PDIAP and review of the draft VPA by Council's Legal Services team.

Risk associated with non-delivery and road works have been appropriately managed through suitable mechanisms in the draft VPA. This includes provisions around timing of infrastructure delivery and security.

Next Steps

Should Council endorse the draft VPA for public notification, it will be placed on public notification for 28 days in accordance with the *Environmental Planning and Assessment Regulation 2000* and the PDIAP. Notification will include publishing the draft VPA on Council's YourSay page and the Department of Planning Housing and Infrastructure's Planning Portal, along with a newspaper advertisement in the Western Weekender.

Following the notification period, if any submissions are received in response to VPA matters, a further report will be prepared for Council. This report will provide details of submissions received and seek the endorsement of the execution of the draft VPA, where any issues raised have been addressed.

Where no submissions are received or where a submission does not relate directly to specific matters negotiated for the VPA, the draft VPA will be executed.

Conclusion

The draft VPA for the delivery of part of the collector road and associated land dedication represents a benefit to Council, as it ensures the early delivery of transport infrastructure. The draft VPA is reasonable and seeks to deliver works as identified in the Mamre Precinct CP. It also allows the proponents to receive credits satisfying their obligations under s7.11 of the *Environmental Planning and Assessment Act 1979*. The draft VPA has been drafted to ensure suitable mechanisms and securities are in place.

A copy of the draft VPA is included in Attachment 1 to this report.

It is recommended that Council endorse the draft VPA to proceed to public notification.

RECOMMENDATION

That:

1. The information contained in the report on Draft Voluntary Planning Agreement 771-797 Mamre Road, Kemps Creek (Yiribana West - GPT) be received.
2. Council endorse for notification of the Draft Voluntary Planning Agreement (VPA) for 771-797 Mamre Road, Kemps Creek (Yiribana West – GPT), as attached.
3. A further report be prepared for Council following public notification of the draft VPA, if submissions are received and amendments to the draft VPA are proposed.
4. Council endorses the draft VPA for 771-797 Mamre Road, Kemps Creek (Yiribana West – GPT) for execution, where no submissions are received during the public notification period or no amendments are proposed.
5. If no submissions are received or no significant amendments proposed, Council authorise the General Manager to finalise and sign the VPA and make any minor amendments where necessary (e.g. typographic errors, incorrect clause references, indexation and refinement of any costs, dates and the like).
6. The Common Seal of the Council of the City of Penrith be affixed to all documents as required, and the General Manager (or their delegate) be authorised to sign all necessary legal decorations in relation to this matter.

ATTACHMENTS/APPENDICES

1.	Draft VPA 771-797 Mamre Road, Kemps Creek (Yiribana West - GPT)	57 Pages	Attachments Included

9 Amendment and re-exhibition of St Marys Town Centre Section 7.12 Development Contributions Plan

Compiled by: **Fiona McDermott, City Strategy Lead**
Kate Smith, Executive Planner - City Strategy

Authorised by: **Carlie Ryan, Head of City Strategy**
Kylie Powell, Director Futures and Strategy/Deputy General Manager

Outcome	*Shape our growing city*
Strategy	*Navigate balanced growth and plan strategically*
Principal Activity	*Ensure our strategic framework and vision are contemporary and guide land use planning to meet the needs of our community and growing population*

Executive Summary

This report seeks Council's endorsement to amend and publicly re-exhibit the St Marys Town Centre Section 7.12 Development Contributions Plan to align with the recent amendment to the Environmental Planning and Assessment Regulation 2021 (EP&A Regulation), which establishes a maximum levy rate of 4% for the St Marys Town Centre. Amendment of the Contributions Plan is required to ensure it complies with the legislation and can be lawfully implemented, enabling Council to levy and collect development contributions to support delivery of essential local infrastructure in the town centre.

At the Ordinary Meeting on 28 April 2025, Council adopted the St Marys Town Centre Section 7.12 Development Contributions Plan as a key component of the implementation package for the St Marys Town Centre Master Plan (adopted by Council on 3 March 2025). The adopted Contributions Plan incorporated a fixed levy rate of 4.24% for all development with costs more than $200,000. This rate reflected the full cost of infrastructure required to support anticipated growth in the Town Centre in the absence of alternative funding sources. The rate was informed by comprehensive financial modelling, development feasibility testing, and consideration of St Marys' specific circumstances, including the significant proportion of government-owned land within the precinct. It also incorporated realistic development cost assumptions, including a conservative estimate of the quantum of social and affordable housing to be delivered by the NSW Government on land owned by Homes NSW, noting that such development is exempt from the payment of local infrastructure contributions.

On 20 February 2026, the NSW Government published Environmental Planning and Assessment Amendment (Development Levies) Regulation 2026 setting a maximum percentage development levy of 4% for the St Marys Town Centre. As this rate is different to the 4.24% levy rate adopted by Council, the Contributions Plan cannot be implemented in its current form and must be amended and publicly re-exhibited.

A copy of the amended Contributions Plan for public exhibition is at Attachment 1. The amendment is limited to the levy rate only. No changes are proposed to the infrastructure works schedule, cost estimates, or other assumptions underpinning the Plan.

Subject to Council endorsement, the amended Contributions Plan will be placed on public exhibition for a minimum of 28 days.

Any submissions received during the exhibition period will be reviewed and a further report will be subsequently presented to Council for consideration prior to adoption of the amended Plan.

If no submissions are received, and no amendments (other than any minor administrative changes) are required, the recommendation in this report provides a pathway for the Plan to come into effect immediately via publication of a notice on Council's website. This approach recognises the urgency of the matter and seeks to ensure contributions can be levied at the earliest opportunity as development comes forward. Further, it will avoid exacerbating any funding shortfall.

Upon commencement of the St Marys Town Centre Development Contributions Plan 2025, the existing St Marys Town Centre Development Contributions Plan 1993 will be repealed in accordance with the Environmental Planning and Assessment Regulation 2021. This will ensure contributions are collected under the updated framework aligned with the current infrastructure program for the Town Centre.

Background

The St Marys Town Centre Master Plan, adopted by Council on 3 March 2025, establishes a long-term framework to guide growth and infrastructure delivery within the Town Centre. It aims to facilitate 9,307 new dwellings and 8,360 jobs over the next 20 years, requiring significant investment in local infrastructure.

To fund this infrastructure and support implementation of the Master Plan, Council adopted the St Marys Town Centre Section 7.12 Development Contributions Plan on 28 April 2025. The Contributions Plan provides the statutory mechanism for Council to levy and collect contributions from development to fund essential local infrastructure, including public domain works, community facilities, transport upgrades and open space.

The adopted Contributions Plan was based on a levy rate of 4.24%, determined through infrastructure cost modelling and feasibility analysis. Importantly, it accounted for a conservative estimate of social and affordable housing to be delivered by the NSW Government on land owned by Homes NSW, noting that such development is exempt from the payment of local infrastructure contributions.

In correspondence to Council dated 20 February 2026, the Department of Planning, Housing and Infrastructure (DPHI) advised that it supports a 4% levy rate. This rate does not include an allowance for social and affordable housing to be delivered by Homes NSW, which means there may be a funding shortfall over the life of the plan. This shortfall would have been covered by the higher 4.24% levy rate based on a conservative estimate of the quantum of social and affordable housing to be delivered by the NSW Government on land owned by Homes NSW, noting that such development is exempt from the payment of local infrastructure contributions.

Current Situation

In accordance with legislative process for Section 7.12 Development Contribution Plans, following adoption, Council formally requested that the NSW Government amend the EP&A Regulation to enable the proposed levy rate of 4.24%. If the Regulation was amended to permit this rate, Council would have been able to bring its adopted plan into effect immediately through a public notice published on Council's website.

On 20 February 2026, the NSW Government published an amendment to the EP&A Regulation setting a maximum levy rate of 4% within the St Marys Town Centre. As a result, the Contributions Plan as adopted by Council is inconsistent with the Regulation and cannot

be implemented in its current form. The Plan must be amended to reflect the approved 4% levy rate and publicly re-exhibited prior to adoption and implementation to ensure compliance with the Regulation.

It is understood that the decision to cap the rate at 4% is consistent with the precedent applied to other Transport-Oriented Development (TOD) precincts, including Hornsby and Macquarie Park.

A copy of DPHI's correspondence to Council outlining the variation to Council's request for a 4.24% levy rate is provided at Attachment 2.

Financial Implications

The St Marys Town Centre Section 7.12 Development Contributions Plan has been prepared to fund essential local infrastructure estimated at over $235 million, including public domain works, community infrastructure, transport upgrades, and the acquisition of State Government-owned land required to deliver open space and key transport connections.

Council had included a conservative allowance in the Contributions Plan, reflected in the proposed 4.24% levy rate, to account for the anticipated development of Homes NSW landholdings and the potential reduction in contributions associated with the affordable housing component of those developments.

Based on current infrastructure costs and development assumptions, there is a risk that over the life of the Plan the approved levy rate of 4%, rather than 4.24%, may not generate sufficient revenue to cover the full cost of all identified infrastructure. Whether or not this is the case, and the extent of any funding shortfall, will become clearer as development progresses and contributions are collected, and will depend on actual development outcomes. Council Officers will monitor this position and investigate options to manage any potential funding gap, such as alternate funding sources.

It is noted that the approved 4% levy rate, although lower than the 4.24% rate adopted by Council, still represents a positive outcome for the St Marys Town Centre and is consistent with contribution rates applied across other TOD precincts, including Hornsby and Macquarie Park. The significant difference, however, is that these Tier One TOD precincts are additionally supported by $520 million of government funding for active transport and open space. As St Marys is a Tier Two TOD precinct, it is not eligible for a share of this funding. Hence Council will need to explore and advocate for alternative sources of funding to supplement the revenue generated through the Contributions Plan (e.g. Grants for key projects).

Upon commencement of the St Marys Town Centre Development Contributions Plan 2025, the St Marys Town Centre Development Contributions Plan 1993 will need to be repealed, in accordance with section 215(2)(a) of the Environmental Planning and Assessment Regulation 2021. This will ensure that contributions are collected under the updated framework, which aligns with the current infrastructure program for the Town Centre. Failure to repeal the existing Plan could create uncertainty in the application of contributions and present a financial risk to Council by limiting the ability to collect contributions required to fund planned infrastructure.

Risk Implications

If Council does not resolve to amend and publicly re-exhibit the Contributions Plan, it will remain inconsistent with the EP&A Regulation and cannot be implemented.

This would prevent Council from levying and collecting development contributions within the St Marys Town Centre.

Furthermore, any delay in bringing the amended Contributions Plan into effect creates a risk that development may occur under the existing contributions framework, which applies to a significantly lower infrastructure scope. This would reduce the total contributions collected toward infrastructure required to support growth in the Town Centre. There is therefore an urgent need to progress the amendment and re-exhibition of the Plan so that it can be finalised and brought into effect as soon as possible to avoid exacerbating any funding shortfall.

Conclusion

The amendment to the EP&A Regulation enables Council to levy development contributions within the St Marys Town Centre, subject to compliance with the maximum levy rate of 4%. The adopted Contributions Plan must be amended and publicly re-exhibited to reflect this approved levy rate.

Council endorsement is required to proceed with amendment and public exhibition to ensure the St Marys Town Centre Section 7.12 Development Contributions Plan aligns with legislative requirements and can be lawfully implemented.

Subject to Council endorsement, the amended Contributions Plan will be placed on public exhibition for a minimum of 28 days. Any submissions received during the exhibition period will be reviewed and a further report will be subsequently presented to Council for consideration prior to adoption of the amended Plan.

If no submissions are received, and no amendments (other than any minor administrative changes) are required, the recommendation in this report provides a pathway for the Plan to come into effect immediately via publication of a notice on Council's website. This approach recognises the urgency of the matter and seeks to ensure contributions can be levied at the earliest opportunity as development comes forward.

RECOMMENDATION

That:

1. The information contained in the report on Amendment and re-exhibition of St Marys Town Centre Section 7.12 Development Contributions Plan be received.

2. Council resolve to publicly exhibit the *draft St Marys Town Centre Development Contributions Plan 2025* (Attachment 1 to this report) for a minimum period of 28 days in accordance with the *Environmental Planning and Assessment Act 1979 and Regulation 2021*.

3. A further report be prepared for Council at the earliest opportunity following public exhibition of the Contributions Plan, if submissions are received, for Council to consider those submissions.

4. If no submissions are received during the public exhibition period, and no amendments are proposed apart from the correction of minor errors, misdescriptions or miscalculations, Council authorise the General Manager

to approve the *St Marys Town Centre Development Contributions Plan 2025.*

5. A notice is to be published on Council's website within 28 days after the *St Marys Town Centre Development Contributions Plan 2025* has been approved, in accordance with legislative requirements under the *Environmental Planning and Assessment Act 1979 and Regulation 2021*. The Contributions Plan is to commence on the date of the notice.

6. The St Marys Town Centre Development Contributions Plan 1993 is to be repealed on commencement of the *St Marys Town Centre Development Contributions Plan 2025* in accordance with s215(2)(a) of the *Environmental Planning and Assessment Regulation 2021*.

ATTACHMENTS/APPENDICES

1.	Amended (draft) St Marys Town Centre Section 7.12 Development Contributions Plan 2025 - for exhibition	45 Pages	Attachments Included
2.	DPHI Letter to Penrith City Council	1 Page	Attachments Included

10 Submission on the EIE - Climate Change and Natural Hazards State Environmental Planning Policy

Compiled by: **Natalie White, Planner**
Wendy Connell, City Planning Coordinator

Authorised by: **Christine Gough, Head of City Planning**
Andrew Jackson, Director Planning and Regulatory Services

Outcome	*Shape our growing city*
Strategy	*Harness opportunities to boost liveability through advocacy and collaboration*
Principal Activity	*Advocate for and influence state planning policies and legislation to ensure the best results for our city and community*

Executive Summary

This report seeks Council's endorsement of a submission (Attachment 1) to the Explanation of Intended Effect (EIE) for the proposed new Climate Change and Natural Hazards State Environmental Planning Policy (CC&NH SEPP) and supporting guidelines including the draft Climate Change Scenario Guidelines and Urban Heat Policy Statement. The EIE proposes consolidating and strengthening the planning system's response to climate change and natural hazards across climate risk, urban heat, bush fire (including cultural burning), coastal hazards, flooding, and provisions for rebuilding after natural disasters, replacing the current *Resilience & Hazards SEPP 2021*. The EIE was publicly exhibited by the Department of Planning, Housing and Infrastructure (the Department) from 17 February to 16 March 2026.

The intent of the proposed CC&NH SEPP to deliver a clearer, consolidated and risk-based framework for climate change and natural hazard planning is supported in principle, however, the EIE lacks key operational detail regarding the implementation of several reforms particularly where they intersect with Penrith's existing LEP provisions (such as Clause 7.30 Urban Heat), DCP controls, and flood-risk planning approaches in the Hawkesbury-Nepean Valley. The prepared submission therefore seeks clarity on these matters and outlines recommendations to ensure that the final SEPP does not inadvertently weaken or conflict with Penrith's established local frameworks. Public exhibition of the draft SEPP wording to allow thorough review prior to finalisation is strongly recommended.

Given the complexity and significance of the proposed reforms for Penrith, particularly their interaction with existing local planning provisions, climate-risk frameworks and flood-evacuation constraints, Council officers requested an extension to the exhibition timeframe to afford an opportunity for a Council-endorsed submission. The Department granted an extension until 30 March 2026 for this purpose. The Department also requested that Council provide a Draft Submission by the original exhibition closing date (16 March 2026). This draft submission has been provided to support the Department's initial review. The purpose of this report is to seek Council's formal endorsement of the draft submission at Attachment 1.

Upon endorsement, the submission will be provided to the Department by 30 March 2026.

Background

On 17 February 2026 the Department released three documents for public exhibition on the NSW Planning Portal, with submissions closing on 16 March 2026. The three documents form part of the NSW Governments approach to introduce a clear, consistent statewide framework to adapt to climate change. The proposed CC&NH SEPP aims to consolidate natural hazard and climate change considerations within a single statutory instrument.

The exhibition documents included:

- An Explanation of Intended Effect (EIE) for the proposed new Climate Change and Natural Hazards State Environmental Planning Policy (CC&NH SEPP)
- Draft Climate Change Scenario Guidelines
- Draft Urban Heat Policy Statement.

For Penrith, a City experiencing significant planned growth, with unique natural hazard characteristics, particularly flood evacuation risk in the Hawkesbury-Nepean Valley, it is critical that any statewide planning framework integrate local risk contexts, contemporary modelling, and practical implementation pathways that do not undermine Council's established planning work (including LEP 2010 Clause 7.30 Urban Heat and DCP 2014 - Chapter C14, and our place-based flood risk approach). Penrith's urban heat controls, WSUD policy frameworks, and flood planning approach have been developed in response to Western Sydney's extreme heat and complex overland and riverine flood behaviour.

Council has reviewed the EIE and supporting documents to identify issues of support and concern, and to seek clarity on implementation, consistency, and transitional arrangements to prevent policy gaps or unintended adverse outcomes for Penrith's community.

Current Situation

The key matters in this submission are summarised as follows:

1. <u>Climate change scenarios and risk-based framework</u>

The EIE proposes introducing a new, statewide climate-risk framework into the planning system. This includes new Climate Change Scenario Guidelines, which would prescribe the climate scenarios and timing that must be considered in strategic planning and development assessment.

While the intent of creating a clearer and more consistent approach is supported, the EIE provides limited detail on how these requirements would operate in practice. For Penrith, the key issues are:

- How the new climate scenarios would interact with Penrith's existing LEP and DCP provisions, including local hazard mapping and flood-risk planning.
- The uncertainty surrounding whether changes to flood planning levels are required to consider climate change scenarios and if changes are required, the economic and social impacts that would require consideration.
- The risk that consent authorities, rather than applicants, may be required to determine which scenario applies, increasing assessment complexity and resource demands.
- A lack of clarity about how councils should assess development where hazard mapping is outdated or non-climate-adjusted, which is the case for many flood studies across NSW.

- Whether councils may apply higher-end scenarios where local evidence justifies stronger controls, such as evacuation-constrained areas.
- The absence of detail on templates, standards or evidentiary requirements that would allow councils to consistently evaluate climate-risk information provided by developers.

Given Penrith's extreme heat projections and the complexity of its flood-evacuation constraints, detailed guidance will be essential to ensure the framework is practical, defensible and does not unintentionally undermine Penrith's established risk-planning approach. It is therefore important that the Department publicly exhibit the draft SEPP wording to confirm the interaction with existing LEP/DCP provisions before the new framework is finalised.

2. Flooding

The EIE proposes consolidating flooding provisions into the new CC&NH SEPP, updating flood terminology, embedding consideration of future climate change scenarios into planning decisions, and potentially transferring LEP standard instrument clauses 5.21 and 5.22 into the new SEPP. It also proposes giving statutory effect to council-prepared flood-prone land maps, subject to a new standardised State framework.

While these changes are intended to provide greater consistency across NSW, they present significant issues for Penrith given the complexity of the City's flood-risk environment, particularly the evacuation-constrained flood behaviour of the Hawkesbury-Nepean Valley.

Limitations in current flood mapping and modelling
Most of Penrith's existing Floodplain Risk Management studies (aside from a small number currently being updated) do not include climate-change scenarios. They rely on historic Australian Rainfall and Runoff (ARR) and Intensity-Frequency-Duration (IFD) datasets and pre-1990s rainfall records. Elevating council mapping into a State Environmental Planning Policy will only be effective if supported by a clear, staged transition pathway to move from current baseline datasets to contemporary climate-adjusted modelling.

Requiring future climate-risk scenarios to be considered in assessment before updated mapping exists would create a significant implementation gap. Councils do not currently have climate-adjusted flood planning levels, hazard categorisation or evacuation modelling for most catchments, and updating these datasets will require multiple years, specialist expertise and State funding support.

Applicant-provided modelling and assessment burden
The EIE implies that climate-adjusted modelling may be required at development assessment stage. Officers consider this impractical and inefficient. Flood risk, particularly evacuation suitability, cannot be reliably resolved through individual development applications. Strong, State-level guidance and standardised templates are essential to ensure that applicants (not councils) carry primary responsibility for demonstrating how climate-risk scenarios have been addressed.

Shelter-in-Place (S-I-P)
The EIE references the potential application of the Department's Shelter-in-Place policy for short-warning-time events. While this may have a limited role in localised flash-flooding contexts, S-I-P is not appropriate for the Hawkesbury-Nepean Valley, where delays in evacuation can have life-safety implications. Any SEPP clause referencing S-I-P must be narrowly defined and must not be applied in evacuation-constrained environments.

Standardised flood clauses and LEP clause migration
The EIE proposes relocating LEP 2010 clause 5.21 and Standard Instrument Clause 5.22 (not currently included in Penrith LEP 2010) into the CC&NH SEPP . While consolidation may have merit, Penrith can only support this if:

- draft clause wording is publicly exhibited,
- local interpretation is preserved (particularly for evacuation-constrained land), and
- stronger local controls are not weakened by a statewide baseline.

There is also a broader concern that relocating clauses 5.21 and 5.22 into a State Environmental Planning Policy may reduce councils' ability to interpret and apply flood-risk provisions to local circumstances, particularly in evacuation-constrained areas. Clear drafting will be essential to ensure that the SEPP does not limit appropriate place-based decision-making.

Subject to endorsement of Council, it is proposed to not opt-in to Clause 5.22 (Special Flood Considerations) at this time due to unresolved concerns regarding its suitability in the Hawkesbury-Nepean Valley and the lack of a coordinated regional position.

While the intent of a clearer and more consistent State framework for flooding is supported, significant operational detail is missing. A staged transition, release of draft SEPP text and updated State guidance (including the forthcoming DCCEEW climate hazard guidance) will be essential to ensure the framework is workable in Penrith's unique flood-risk context.

3. Urban heat

The intent of the proposed CC&NH SEPP and the Draft Urban Heat Policy Statement to embed heat-mitigation considerations more consistently across the NSW planning system is supported. Urban heat is a critical issue for Western Sydney, and Penrith in particular, where extreme temperatures and heat-vulnerability indicators are significantly higher than metropolitan averages. The formal recognition of urban heat as a statewide planning priority is therefore welcomed.

However, there are concerns regarding how the draft framework aligns with Penrith's existing provisions. Penrith LEP 2010 includes Clause 7.30 (Urban Heat), which applies across a broad range of zones and has been in effect since 2021. Together with Chapter C14 – Urban Heat Management of Penrith DCP 2014, these provisions form one of the most advanced, prescriptive, and evidence-based urban heat frameworks in NSW, incorporating detailed requirements for canopy retention and provision, soil volumes, WSUD, cool materials, and passive design. The draft SEPP and Policy Statement appear particularly high-level and principle-based, and the land to which they apply does not appear to match the extent of Clause 7.30. This raises concerns that the proposed State framework could unintentionally narrow, weaken or override the locally tailored controls that Council relies upon during development assessment, including appeals in the Land and Environment Court.

For this reason, explicit clarity is sought regarding the status of Clause 7.30 under the new SEPP, including whether it will be retained, amended or overridden. Council's clear preference is that Clause 7.30 continues to apply in full, and that any SEPP provisions operate to strengthen not displace Penrith's existing planning provisions on urban heat.

4. Bush fire

The EIE proposes consolidating bush-fire related provisions into the new CC&NH SEPP and elevating certain bush-fire mapping and risk requirements into State policy. This includes

aligning hazard mapping with updated climate-risk information and potentially establishing more consistent statewide expectations for bush-fire planning.

The potential benefits of consistency is acknowledged however, there are some key issues for Penrith:

- Council could support the elevation of bush-fire mapping into State policy if it includes a robust mechanism for regular updates. Without this, there is a risk that mapping embedded in a SEPP could become outdated.
- This is particularly important in greenfield areas, where landform, vegetation, road access and development patterns change rapidly as new precincts are built out.
- Further clarity is needed on how climate-adjusted scenarios will influence bush-fire hazard categorisation, construction standards and development controls.
- The EIE also references cultural burning. Recognition of cultural fire practices as a legitimate land management and hazard mitigation practice, developed and led with First Nations knowledge holders, and coordinated with the NSW RFS and land managers is supported. However, clarity is sought on approval pathways, responsibilities and how these practices will coexist with existing hazard-reduction frameworks.

Overall, while consolidation of provisions may have merit, Council officers consider it essential that any elevation of mapping or controls is accompanied by a transparent and regularly updated State-led methodology to ensure the new system remains accurate and does not inadvertently constrain development or weaken risk-management outcomes.

5. Rebuilding after natural disasters (Optional clause 5.9)

The EIE indicates that Clause 5.9 will be relocated or updated within the new SEPP using an opt-in approach, but at this stage provides no draft wording, very limited criteria, and little clarity on how rebuilding will be distinguished from new development in hazard-affected areas. Given Penrith's recent experience following the Nepean River flood events, Council requires further guidance on the extent to which rebuilt structures would be required to meet current development standards and hazard controls, the responsibilities and expectations around compliance and rectification for partially damaged properties, whether like-for-like rebuilding may be permissible on constrained sites, and how any rebuilding provisions would interact with evacuation requirements, S-I-P considerations and other flood-related controls in the SEPP. While a statutory mechanism to support safe and resilient reconstruction may ultimately be beneficial, it is premature for Council to opt in without draft clause wording and more detailed guidance.

Financial Implications

There are no direct financial implications for Council associated with this report.

Risk Implications

If Council does not provide an endorsed submission, there is a risk that Penrith's local concerns, context and planning priorities will not be adequately reflected in the NSW Government's finalisation of the new SEPP and associated guidelines. This may result in provisions that do not align with, or sufficiently protect, Penrith's established planning frameworks or local hazard-risk settings.

Next Steps

Subject to Council endorsement:

1. Submit the endorsed submission to the Department by the granted extension deadline of 30 March 2026.
2. Provide a copy to relevant State agencies (including DCCEEW and NSW RFS where appropriate).
3. Continue officer engagement with the Department to clarify urban heat alignment with LEP/DCP.

Conclusion

The intent of the proposed CC&NH SEPP to provide a clearer, consolidated and risk-based framework for planning decisions related to climate change and natural hazards is supported. For Penrith, place-based integration, alignment with existing urban heat and WSUD controls, and a practical transition to climate-adjusted hazard planning, especially for flooding within the Hawkesbury-Nepean Valley is imperative.

To ensure the new SEPP does not inadvertently weaken Penrith's established planning provisions or create transitional gaps, Council officers strongly recommend that the draft SEPP and Ministerial Direction wording be publicly exhibited prior to finalisation. This is necessary to confirm the operation of key clauses, clarify interactions with Clause 7.30 (Urban Heat) and DCP 2014, and verify that local risk settings are retained. It is recommended that Council endorse the submission at Attachment 1.

RECOMMENDATION

That:

1. The information contained in the report on Submission on the EIE - Climate Change and Natural Hazards State Environmental Planning Policy be received
2. Council endorse the draft submission at Attachment 1 for lodgement with the NSW Department of Planning, Housing and Infrastructure.
3. The General Manager (or delegate) be authorised to make minor administrative amendments to the submission prior to lodgement, where consistent with Council's resolution.
4. That Council does not opt in to the optional Clause 5.22 (Special Flood Considerations) within the proposed Climate Change and Natural Hazards SEPP.
5. Council does not opt in to the optional Clause 5.9 (Rebuilding after natural hazards) within the proposed Climate Change and Natural Hazards SEPP.

ATTACHMENTS/APPENDICES

1.	Attachment 1 - Draft Submission to DPHI - EIE Climate Change and Natural Hazards SEPP - March 2026	21 Pages	Attachments Included

STRATEGIC DIRECTION 4 - PROVIDE FOR OUR LIFESTYLE

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11 Aquatics, Leisure and Wellness Strategy 2026-2041

Compiled by: **Robert Tweddle, Head of Business Operations Priority Projects**

Authorised by: **Stephen Britten, Director Business Operations**

Outcome	*Provide for our lifestyle*
Strategy	*Empower participation in sport and recreational activities*
Principal Activity	*Deliver Health, Fitness and Aquatic services to support community lifestyle*

Previous Items: **Draft Aquatics, Leisure and Wellness Strategy 2025-2041 - Recreation Working Party - 20 Oct 2025**
Draft Aquatics, Leisure and Wellness Strategy 2025-2041 - Councillor Briefing - 10 Nov 2025

Executive Summary

The Aquatic, Leisure and Wellness Strategy 2025–2041 establishes a long-term vision for aquatic and wellness infrastructure across Penrith, should Council be able to secure external funding for its delivery. It outlines how Council can evolve its network of facilities to support a healthy, active and connected community while responding to rapid population growth, changing community expectations and emerging public health challenges. The strategy was presented to a Recreation Working Party meeting on 20 October 2025 and a Councillor Briefing on 10 November 2025.

Aquatic and leisure facilities are more than recreation venues. They are essential community infrastructure that support preventative health, social connection and inclusive participation. The strategy positions these facilities as integrated community hubs that contribute to the social, economic and environmental wellbeing of the City.

Many of Council's aquatic facilities were built several decades ago and are now operating beyond their intended capacity. They were designed for a very different population and no longer meet contemporary standards required to support current and future demand. At the same time, Penrith continues to experience some of the fastest population growth in NSW, while health trends highlight the need for greater access to affordable physical activity and wellness opportunities. Community expectations are also evolving, with increasing demand for inclusive, year-round facilities that support recreation, rehabilitation and structured aquatic programs.

The strategy responds to these challenges through a clear evidence base, including:

- **Community access and equity** — recognising that while approximately one in five households have backyard pools, public facilities remain essential for inclusive, affordable and structured health and recreation opportunities.

- **Asset condition insights** — confirming that much of our infrastructure is no longer contemporary and requires ongoing renewal to meet the safety, risk, and contemporary functionality standards expected by a growing community.

- **Operational learnings** — benchmarking performance with peer councils to identify opportunities for more sustainable operations and diversified revenue streams.

- **Lessons from the past** — reviewing previous work to understand delivery gaps and better align future actions with growth and demand.

- **A pathway forward** — mapping a staged, sustainable investment approach supported by strong governance, community engagement, and financial discipline.

The Strategy proposes a transformative 15-year investment program of $280–$350 million to:

1. Ensure capacity remains contemporary, accessible, and fully integrated community hubs.
2. Deliver agile approaches to services by 2036 to meet the needs of our growing population.
3. Embed these services into vibrant precincts that deliver broad health, social, and environmental benefits.

While funding has not yet been secured, the strategy provides a clear evidence-based platform for advocacy to state, federal governments and other funding sources and establishes the groundwork for future investment through business case development and strategic design. Unless significant funding becomes available a move to implement the full strategy will not be possible.

Background – Demographics and Health Profile

The demographic and health profile of the Penrith Local Government Area highlights the need for significant reinvestment in aquatic and wellness infrastructure. Over the past decade the local population has grown by more than 15 per cent and is projected to exceed 270,000 residents by 2036. This growth is being driven by major urban development and increasing community expectations for accessible health and recreation services.

Penrith is also one of the most culturally diverse communities in Australia. More than 74 per cent of residents have at least one parent born overseas, and over 100 languages are spoken across the region. This diversity reinforces the importance of providing inclusive and culturally appropriate public facilities that support participation across all sections of the community.

Health indicators across Western Sydney present additional challenges. Rates of obesity, physical inactivity and chronic disease remain significantly higher than the national average. In Penrith, approximately 13 per cent of residents live with Type 2 diabetes, and nearly half of the population reports at least one chronic health condition. These outcomes are closely linked to low physical activity levels and limited access to affordable preventative health infrastructure. The cost of physical inactivity across Western Sydney is estimated to exceed $1.5 billion annually.

Private swimming pool ownership is relatively high in Penrith, with around 20 per cent of households having backyard pools. While this supports individual recreation, private facilities do not provide equitable access, structured programs or targeted health outcomes that public aquatic centres deliver.

Natural waterways such as the Nepean River, Penrith Lakes and Penrith Beach offer important recreation opportunities, but they cannot replace structured aquatic facilities. Their use is limited by seasonal conditions, safety requirements and accessibility constraints. In this context, aquatic and wellness facilities play a critical role in supporting year-round participation, community safety and preventative health outcomes.

Current Situation

Penrith City Council currently operates three aquatic facilities:

- Penrith Aquatic Centre
- Ripples St Marys
- Ripples Hydrotherapy Centre

Much of this infrastructure was originally constructed in the 1960s and is now operating at or beyond its intended capacity. The facilities no longer align with contemporary design standards or operational expectations for modern aquatic and wellness services.

Penrith Aquatic Centre operates predominantly as a seasonal facility and recorded approximately 89,000 visits in 2024, the lowest usage across Council's aquatic network. Its performance is constrained by poor accessibility, outdated amenities and an inefficient site layout that limits both user experience and operational efficiency.

Ripples St Marys operates year-round and attracts strong participation, recording more than 330,000 visits in 2023–24. However, the facility is operating beyond its intended capacity and is constrained by outdated change rooms, circulation spaces and compliance limitations.

Ripples Hydrotherapy Centre provides specialised rehabilitation and wellness services and plays a critical role in supporting vulnerable community members and people living with chronic health conditions. The centre attracts approximately 45,000 visits annually, but capacity constraints and ageing infrastructure limit its ability to meet growing demand.

Asset condition assessments confirm that much of Council's aquatic infrastructure is no longer contemporary and will require substantial renewal to remain operational.

In addition to ageing infrastructure, the geographic distribution of facilities does not align with population growth patterns, particularly across southern and emerging growth areas. The current facilities also operate largely as standalone sites rather than as a coordinated network, limiting opportunities to improve program delivery, operational efficiency and integration with surrounding precincts.

The Aquatics Strategy proposes:

The strategy identifies the need to expand access to aquatic and wellness facilities by 2041 to meet population benchmarks and ensure equitable service access across the City.

A staged $280–$350 million investment program over 15 years is proposed, including:

- Redevelopment of the three existing aquatic facilities
- Delivery of a new wellness hub
- Development of a new aquatic and leisure centre

The strategy aligns with Council's broader strategic planning frameworks and supports state and local priorities related to health, recreation, urban resilience and community infrastructure.

It establishes a clear direction for long-term investment while recognising that funding has not yet been secured. Implementation will therefore focus on preparing robust business cases and strategic designs that position Council to respond quickly to future funding opportunities.

Early engagement has been undertaken with key internal directorates, finance and infrastructure teams, and preliminary discussions have commenced with state agencies regarding potential funding models. The strategy provides a basis to bid for and develop external funding to implement a delivery program.

Risks and Financial Implications

The strategy provides the framework for long-term advocacy and investment in aquatic infrastructure. Without a consolidated position and clear commitment to its priorities, delivery of the proposed program will not be achievable.

Council's existing facilities are operating at or beyond capacity and face increasing structural, compliance and operational challenges. Continuing to operate under current conditions will result in:

- Escalating maintenance costs
- Increased risks
- Declining service quality
- Reduced community participation.

Without significant reinvestment, Council will be unable to meet projected demand, address health inequities or prevent further infrastructure decline.

Interim measures are already being implemented to manage these risks, including an asset assurance program to undertake detailed condition reviews, prioritise critical maintenance and maintain service continuity until redevelopment can occur. Operational reviews are also underway to optimise programming and improve efficiency while aligning with future service models.

The strategy proposes a $280–$350 million capital investment program delivered over three phases across 15 years. Delivery will require significant state and federal funding supported by Council contributions, borrowing or potential partnership models.

To progress the program to a stage where advocacy is credible and competitive, approximately $10 million would be required to establish governance arrangements, complete business cases and finalise strategic designs for priority projects.

All future capital allocations will remain subject to detailed business cases, Council approval and alignment with the Long-Term Financial Management Strategy.

Conclusion

The Aquatic, Leisure and Wellness Strategy 2025–2041 provides a clear pathway for renewing Penrith's ageing aquatic infrastructure and responding to the City's rapid population growth and evolving health needs.

It establishes a long-term investment framework that strengthens Council's ability to advocate for external funding, develop shovel-ready projects and deliver modern aquatic and wellness facilities for the community.

Through a staged and financially responsible approach, the strategy positions Council to revitalise key community assets, expand access to health and recreation services, and support a healthier, more connected Penrith for generations to come.

Whilst it should be acknowledged that much of the strategy cannot be delivered without significant external funding there are aspects of the strategy that support the ongoing investment in the existing facilities.

RECOMMENDATION

That:

1. The information contained in the report on Aquatics, Leisure and Wellness Strategy 2026-2041 be received.
2. The Aquatics, Leisure and Wellness Strategy 2026-2041 be endorsed.

ATTACHMENTS/APPENDICES

1. Aquatic and Wellness Infrastructure Roadmap 1 Page Appendix

Facility	Development Actions	Estimated Cost	Priority	Timelines
Strategic and Financial Governance	• Undertake feasibility studies, concept design and detailed business case development to guide staged investment and funding advocacy. • Complete a comprehensive review of the aquatic facility network, including asset condition, service capacity and renewal requirements. • Establish an integrated governance framework covering community engagement, asset management planning and workforce capability to support future service delivery.	$10 million	High	Short Term
EXISTING Penrith Aquatic Centre (servicing the city's central area)	• Maintain the existing outdoor 50-metre pool while planning for staged redevelopment aligned with asset life cycle considerations. • Deliver new indoor aquatic facilities including a 25-metre indoor pool and warm water program pool to enable year-round access. • Upgrade supporting infrastructure including change facilities, accessibility and multi-purpose wellness spaces to meet contemporary standards. • Undertake a long-term operational and asset review to guide the future role of the site within the aquatic network.	$50-60 million	High	Short Term
EXISTING St Marys Ripples Aquatic and Leisure Centre (servicing the city's eastern areas)	• Redevelop and expand aquatic facilities including a new outdoor 50-metre pool and upgraded indoor program pools to increase capacity. • Upgrade change facilities, circulation and site access to meet contemporary service standards. • Expand fitness, wellness and recreation spaces including a modern outdoor water play area to support broader community participation.	$90-110 million	High	Short - Medium Term
EXISTING St Marys Ripples Hydrotherapy Centre (servicing the city's eastern areas)	• Upgrade accessibility, change facilities and site entry to improve user experience. • Reconfigure and expand rehabilitation and allied health spaces to support growing demand. • Expand and modernise the warm water program pool to increase capacity for therapy and wellness programs.	$30-40 million	Medium	Medium Term
NEW Wellness Hub (service location to be confirmed, potentially north of the City subject to further feasibility)	• Deliver a dedicated wellness facility centred around a warm water therapy pool and specialised hydrotherapy services. • Provide integrated health and wellness program spaces including fitness, group exercise and allied health consultation rooms. • Ensure strong accessibility, visibility and supporting infrastructure to maximise community access.	$50-60 million	Medium	Long Term
NEW Aquatic and Leisure Facility (servicing major growth areas, potentially south of the City subject to further feasibility)	• Deliver a new regional aquatic and leisure facility anchored by a 50-metre Olympic-standard indoor pool. • Provide complementary program pools, fitness facilities and family recreation areas including indoor water play. • Integrate the facility within a broader community precinct to maximise participation, service integration and community benefit.	$60-80 million	Medium	Long Term

12 PCC25/26-118 Rance Oval Storage and Shelter

Compiled by: **Mitchell Sammut, Project Lead**

Authorised by: **Tariq Rasheed, Head of Projects**
Adam Wilkinson, Director Asset Services

Outcome	*Provide for our lifestyle*
Strategy	*Ensure public spaces and facilities are pleasant and fit for diverse needs and uses*
Principal Activity	*Plan and implement Council's major public space, community, and recreation projects to enhance the City's liveability*

Executive Summary

The Rance Oval storage and shelter is an aging asset, requiring significant work to bring the building up to current standards and better meet community expectations.

A tender for Rance Oval storage and shelter, Werrington was advertised on 12 January 2026 on the Vendor Panel website through Council's select Building Maintenance and Minor Construction Works Panel, and the tender closed on Friday 2 February 2026.

This report advises Council of the outcome of the Tender process and recommends that the Tender from Acron Building Services Pty Limited for $446,245.00 (excluding GST), be accepted to undertake the works to the Rance Oval storage and shelter, Werrington.

Background

The existing Rance Oval storage building and shelter is in condition that requires replacement. The facility is required for Penrith Cricket Club, and provides storage for wicket and ground maintenance equipment. The project includes the provision of all works and services for demolition and removal of the existing building and construct the new storage building and shelter. The Tender was called through the Building Maintenance and Minor Construction Works Panel RFT22/23-017.

The scope of works of Rance Oval Storage and Shelter required as part of the tender is;

- Site preparation and establishment
- Demolition and removal of building material
- Civil Works excavation and footing preparation
- Concrete works -footings, slab, aprons and pathways
- Structural steel construction
- Brick work
- Plumbing and hydraulic works inclusive of all drainage, water supply, fixtures and fittings
- Electrical works inclusive of all disconnection works, building works including D&C new meter and sub board, and mains connection
- Roof works including fascia, guttering, downpipes, soffit cladding and ceiling linings
- Carpenter -general carpentry/building works, door and hardware installation,
- Metal works - handrails, security grills, screens, roller shutters etc as specified

- Doors and associated hardware
- Portable fire equipment -extinguishers, fire blankets etc
- Painting
- Landscape- make good surrounding area-turf/top dressing as required

The project is funded under Council's Building Asset Renewal Fund and supplemented by funding from the New South Wales Community Building Partnership 2025.

Tender Evaluation Panel

The Tender Evaluation Panel consisted of Council Officers - Project Supervisor Greg Bretherton, Architect Lead Rosemarie Canales, and was chaired by Project Lead Mitchell Sammut. Rajesh Sachdeva from Council's Procurement team performed the role of tender administration and probity officer for this tender.

Evaluation Criteria

Contractors for the project were required to submit their tender using the VendorPanel tendering software, which clearly defined the response required against each of the evaluation criteria.

The quotes received were assessed using the advertised evaluation criteria of:

- Company Profile
- Conformance, Acceptance and Declaration
- Business References
- Completion of Forms Tender Price submitted
- Compliance Statement
- Demonstrated Ability
- Works Method and Program
- Local Business Preference
- Quality Assurance Systems
- Environmental Management Systems

The following was not assessed as it was previously assessed in the Council approved RFT22/23-017 Building Maintenance and Minor Construction Works contract:

- Employment Policies
- Work Health and Safety
- Financials

Summary of Tenders Received

A total of Five (5) tenders were received by the closing date of the advertised tender and are listed below in price order, excl GST (lowest to highest based).

Company	Lump Sum for Price	Company Address	Owners/Directors
Acron Building Services Pty Ltd	$446,245.00	7/20 Tucks Road Seven Hills, NSW, 2147	Greg Clark
Westbury Constructions Pty Ltd	$512,096.00	Unit 6, 16 Rob Place, Vineyard NSW 2765	Darren Price
Chips Property Trade Services	$513,119.00	Unit 1, 442 Victoria St Wetherill Park NSW 2164	Paul Giordano, James Axiak
Sudiro Constructions Pty Ltd	$517,592.53	Unit 37 / 1 Talavera Rd, Macquarie Park NSW 2113	Anthony Sudiro
Rogers Construction Group Pty Ltd	$527,451.87	605/5 Celebration Drive, Bella Vista NSW 2153	Mitchell Rogers

Evaluation of the Preferred Tender

All 5 tenders were assessed against the assessment criteria to determine the tender submission that, having regard to all the criteria and scope, appears to be the most advantageous to Council. The following provides key information on the outcomes of that assessment.

Acron Building Services Pty scored the highest score overall factoring in price and responses. The panel determined that Acron Building Services Pty Limited provided the best overall value to Council based on price and responses to the assessment criteria, clearly demonstrating their suitability to undertake the project.

Acron Building Services Pty Limited are a part of Council's Building Maintenance and Minor Construction Works and provide for the services of building contractors who have experience in building and refurbishment works. They have completed the following recent works for Council:

- Penrith Library and Civic Toilets refurbishment
- Civic Centre Office Renewal
- Joan Sutherland Performing Arts Centre Carpet Replacement
- Werrianda Children's Centre Repairs
- Lewers Gallery Office Gallery refurbishment

The recommended company, Acron Building Services Pty Limited was selected based on their:

1. Compliance with the tender evaluation criteria,
2. Demonstrated ability to meet Council's requirements; and
3. Competitive price for the services offered.

The pricing from Acron Building Services Pty Limited is in a range consistent with opinion of probable costs when factoring in escalation of market prices in recent tenders.

Financial Implications

Assessment of the tenderers was commissioned; this included independent reference checks, financial analysis, and performance analysis on Acron Building Services Pty. These checks were completed by Equifax Australasia Credit Ratings Pty Ltd. Financial Services have reviewed the financial information provided by the tenderer and have not identified any reason why the contract should not be awarded.

The project is funded under Council's Building Asset Renewal Fund supplemented by funding from the New South Wales Community Building Partnership 2025.

The estimated maintenance and operational cost requirements for the project starts at $14,189 per annum. Council's future asset maintenance budgets and asset renewal programs will be adjusted as per Council's Budget Guidelines at completion of the project.

Tender Advisory Group Comments

The objective of the Tender Advisory Group (TAG) is to support the Council to achieve fair and equitable tender processes. The TAG, consisting of Adam Wilkinson- Director Asset Services, Adam Beggs – Head of Governance and Neil Farquharson – Chief Financial Officer were briefed by the Projects team about the background and the process followed.

The TAG considered the recommendations in relation to the tender PCC25/26-118 Rance Oval Storage and Shelter noting that the recommended tender is the lowest price. The company (Acron Building Services Pty Ltd) has demonstrated their ability to meet Council's requirements, and their proposal was considered to be the most advantageous to Council for the scale of this project. The TAG reviewed the evaluation process outlined within the report and is satisfied that the selection criteria has been correctly applied in making the recommendations.

Risk Implications

The tender process outlined in this report includes controls regarding probity and ensuring value for Council, overseen by the Tender Advisory Group. The works will be undertaken in accordance with Work Health & Safety systems. This project will demolish and rebuild the Rance Oval storage and shelter with public safety a key part of the construction methodology and project plan.

Conclusion

Five tenders were assessed against the evaluation criteria and following assessment, Acron Building Services Pty Ltd were deemed to provide the best overall submission and also met the tender evaluation criteria to undertake the project.

It is recommended that the tender from Acron Building Services Pty Limited for $446,245.00 (excluding GST), be accepted to undertake the upgrade of Rance Oval storage and shelter, Werrington.

RECOMMENDATION

That:

1. The information contained in the report on PCC25/26-118 Rance Oval Storage and Shelter be received.
2. The tender from Acron Building Services Pty Limited for $446,245.00 (excluding GST), be accepted to undertake Rance Oval Storage and Shelter, Werrington.
3. The General Manager be authorised to sign all necessary legal documents in relation to this matter.
4. Variations and amendments that do not materially alter the original scope of the contract be managed under the existing Penrith City Council financial delegations within the approved budgets.

ATTACHMENTS/APPENDICES

There are no attachments for this report.

13 PCC25/26-74 Castlereagh RFS Design Consultant

Compiled by: **Mitchell Sammut, Project Lead**

Authorised by: **Tariq Rasheed, Head of Projects**
Adam Wilkinson, Director Asset Services

Outcome	*Provide for our lifestyle*
Strategy	*Ensure public spaces and facilities are pleasant and fit for diverse needs and uses*
Principal Activity	*Plan and implement Council's major public space, community, and recreation projects to enhance the City's liveability*

Executive Summary

The Castlereagh Rural Fire Brigade building is an ageing asset, requiring significant works to bring the building up to current standards and better meet the needs of the brigade.

A tender for Castlereagh RFS (Rural Fire Service) Design Consultant was advertised on 10 November 2025, on the Vendor Panel website. The submissions closed on Wednesday 3 December 2025.

This report advises Council of the outcome of the tender process and recommends that the tender from Local Architect South Coast Pty Ltd for $211,760.00 (excluding GST), be accepted for Castlereagh RFS Design Consultant, Castlereagh.

Background

The existing Castlereagh Rural Fire Brigade building is located 2A Castle Street, Castlereagh NSW 2749. The brigade is 100% volunteer and currently has 59 members who respond to fire and emergency calls. The brigade attends 100 fires, and incident calls on average per annum. The building is an ageing asset, requiring significant works to bring the building up to current standards and better meet the needs of the brigade. These works will require demolition of existing RFS brigade station and construction of a new station including the following components:

- 4-bay station
- 60kVa generator with awning
- 3-phase electrical power
- Sliding vehicle gate, bollard connected to security system,
- PIN/swipe card reader, gate hold switch within building
- Improvements to septic waste disposal
- 2.1m high security fencing, with double gate to rear access to the park
- CCTV system
- NBN/Internet services connections
- Security card access system
- Kitchen facilities including oven, stove, microwave, sink, ZIP taps, fridge, cabinetry
- Plumbing for ice machine within tanker bay
- Hybrid training/meeting room with media presentation wall

- Combined breathing apparatus cleaning room, laundry facilities including industrial washing machine and dryer
- Storeroom – internal, and external with covered awning area
- Male, female and ambulant changeroom/toilet facilities (2 toilets each) with lockers (20 male, 10 female)
- Motorised roller doors
- 27,000L water tank, plumbed to overhead truck fill and fill point on front hardstand
- Hose rack
- Brigade member parking facilities

Council called tenders for a Principal Design Consultancy Service (Principal Consultant) to submit a wholistic proposal for all services to satisfy the scope of the project. The Principal Consultant will coordinate and manage all other consultants as part of one submission and service. This will establish a Principal Consultant under one engagement with Council. The Principal Consultant will be responsible for delivering a coordinated documentation package suitable for construction and costing purposes.

The Principal Consultant will engage with the following disciplines:

- Architect
- Civil Engineer
- Structural engineer
- Hydraulic engineer and water management (including wastewater)
- Electrical engineer
- Mechanical engineer
- Geotechnical engineer
- Landscape architect
- Access consultant
- Acoustic consultant
- Planning consultant
- Environmental consultant
- Building Code of Australia consultant
- Bushfire consultant
- Energy Efficient consultant
- Traffic Engineer

The Design is funded under Council's Building Asset Renewal Fund and supplemented through the Rural Fire Fighting Fund Allocation.

Tender Evaluation Panel

The Tender Evaluation Panel consisted of Council Officers - Project Supervisor Olivia Choi, Architect Lead Rosemarie Canales, and was chaired by Project Lead Mitchell Sammut. Allyce Langton from Council's Procurement team performed the role of tender administration and probity officer for this tender.

Evaluation Criteria

Tenderers for the project were required to submit their tender using the Vendor Panel tendering software, which clearly defined the response required against each of the evaluation criteria.

The quotes received were assessed using the advertised evaluation criteria of:

- Company Profile
- Conformance, Acceptance and Declaration
- Business References
- Completion of Forms Tender Price submitted
- Compliance Statement
- Demonstrated Ability
- Works Method and Program
- Local Business Preference
- Quality Assurance Systems
- Environmental Management Systems
- Employment Policies
- Work Health and Safety
- Financials

Summary of Tenders Received

A total of Eleven (11) tenders were received by the closing date of the advertised tender and are listed below in price order, excl GST (lowest to highest based).

Company	Lump Sum for Price	Company Address	Owners/Directors
Chris Elliott Architects Pty Ltd	$196,450.00	1 / 193 Bronte Rd Bondi Junction, New South Wales 2022 Australia	Chris Elliott
Local Architect South Coast Pty Ltd	$211,760.00	Shop 6, 91 Hoddle St, ROBERTSON NSW 2527	Renee McGuinn
Figgis & Jefferson Tepa Pty Ltd	$253,700.00	Suite 203, 70-76 Alexander Street CROWS NEST NSW 2065	Jeffrey Chan
Kyearn Architecture	$268,858.20	Suite 11.02 / 54 Miller Street, North Sydney, NSW 2060	Yong Xiang Ngoi
Ccg Architects Pty Ltd	$300,000.00	PO Box 934 NEWTOWN NSW 2042	David Cook Hisham Noori Marc Oberhauser

Webber Architects	$312,121.50	426 Hunter Street, Newcastle NSW 2300	Jon Webber Sandra Hiunchey Keiran Brooks
Sibling Architecture	$332,730.00	252 Swanston St Melbourne, Victoria 3000 Australia	Amelia Borg Nicholas Braun Qianyi Lim
Collard Maxwell Architects	$342,903.00	L1, 97 Pacific Highway, North Sydney NSW 2060	Charles Fortin
Lacoste + Stevenson Architects	$478,298.00	Level 4 69 Reservoir Street Surry Hills NSW 2010	David Stevenson Thierry Lacoste
Complete Urban Pty Ltd	Non-conforming		
Chrisp Consulting Pty Ltd	Non-conforming		

Evaluation of the Preferred Tender

Complete Urban Pty Ltd didn't provide sufficient pricing details in their submission and Chrisp Consulting Pty Ltd failed to provide conformance documents therefore, both submissions were deemed non-conforming.

The remaining nine tenders were assessed against the assessment criteria to determine the tender submission that, having regard to all the criteria and scope, appears to be the most advantageous to Council. The following provides key information on the outcomes of that assessment.

Ccg Architects Pty Ltd and Kyearn Architecture scored the highest scores overall factoring in price and responses, however, the tender price of both exceeds the available budget. The next highest scored tender was Local Architect South Coast Pty Ltd this was within the available budget.

Chris Elliott Architects Pty Ltd provided a lower submitted tender than Local Architect South Coast Pty Ltd however, scored lower overall factoring in price and responses. Specifically, Chris Elliott Architects Pty Ltd scored lower than Local Architect South Coast Pty Ltd in the areas of Key Personnel, Subconsultants, and Design Methodology and Programme.

The panel determined that Local Architect South Coast Pty Ltd Pty Limited provided the best overall value to Council based on price and responses to the assessment criteria, clearly demonstrating their suitability to undertake the Design project.

Local Architect South Coast Pty Ltd Pty have completed similar design works including.

- RFS Station Manyana Shoalhaven City, design of a rural fire service for Manyana. The facility is to primarily service Manyana and surrounds, Shoalhaven City Council, construction cost of the building $2,500,000
- Hanging Rock Sports ground Sports Pavilion, design of proposed sports pavilion in the Hanging Rock sports precinct. Eurobodalla Shire Council

Construction Cost of the Building Artie Smith Sports Ground Redevelopment, construction cost of the building $2,400,000

- Artie Smith Sports Ground redevelopment, design of amenities and croquet club facilities and clubroom, Shoalhaven City Council, construction cost of the building $3,500,000.

The recommended company, Local Architect South Coast Pty Ltd Pty was selected based on their:

1. Compliance with the tender evaluation criteria,
2. Demonstrated ability to meet Council's requirements; and
3. Competitive price for the services offered.

The pricing from Local Architect South Coast Pty Ltd Pty is in a range consistent with quantity surveying costs plans when factoring in escalation of market prices in recent tenders.

Financial Implications

Assessment of the tenderers was commissioned; this included independent reference checks, financial analysis, and performance analysis on Local Architect South Coast Pty Ltd Pty. These checks were completed by Equifax Australasia Credit Ratings Pty Ltd. Financial Services have reviewed the financial information provided by the tenderer and have not identified any reason why the contract should not be awarded.

The recommended tender cost is within budget and is funded under Council's Building Asset Renewal Fund and Rural Fire Fighting Fund Allocation.

Should Council proceed with construction of the design, Council's future asset maintenance budgets and asset renewal programs will be adjusted per Council's Budget Guidelines at completion of the Construction.

Tender Advisory Group Comments

The objective of the Tender Advisory Group (TAG) is to support Council to achieve fair and equitable tender processes. The TAG, consisting of Adam Wilkinson- Director Asset Services, Adam Beggs – Head of Governance and Neil Farquharson – Chief Financial Officer were briefed by the Projects team about the background and the process followed.

The TAG considered the recommendations in relation to the tender PCC25/26-74 Castlereagh RFS Design Consultant Improvements noting that the recommended tender was not the lowest price, however, the company (Local Architect South Coast Pty Ltd Pty) has demonstrated their ability to meet Council's requirements, and their proposal was considered to be the most advantageous to Council for the scale of this project. The TAG reviewed the evaluation process outlined within the report and is satisfied that the selection criteria has been correctly applied in making the recommendations.

Risk Implications

The tender process outlined in this report includes controls regarding probity and ensuring value for Council, overseen by the Tender Advisory Group. The design will be undertaken in accordance with Work Health & Safety systems.

Conclusion

Nine tenders were assessed against the evaluation criteria. Local Architect South Coast Pty Ltd Pty provided the best overall submission within budget and also met the tender evaluation criteria to undertake the project. It is recommended that the tender from Local Architect South Coast Pty Ltd for $211,760.00 (excluding GST), be accepted for Castlereagh RFS Design Consultant, Castlereagh.

RECOMMENDATION

That:

1. The information contained in the report on PCC25/26-74 Castlereagh RFS Design Consultant be received.
2. The tender from Local Architect South Coast Pty Ltd for $211,760.00 (excluding GST), be accepted for Castlereagh RFS Design Consultant, Castlereagh.
3. The General Manager be authorised to sign all necessary legal documents in relation to this matter.
4. Variations and amendments that do not materially alter the original scope of the contract be managed under the existing Penrith City Council financial delegations within the approved budgets.

ATTACHMENTS/APPENDICES

There are no attachments for this report.

14 PCC2526-89 Installation of DDA-Compliant Bus Shelters

Compiled by: **Nadia Kocoski, Infrastructure Officer**
Allyce Langton, Procurement Business Partner

Authorised by: **Michael Alderton, Head of Strategic Asset Management**
Adam Wilkinson, Director Asset Services

Outcome	*Provide for our lifestyle*
Strategy	*Facilitate easy travel through well-planned and high-quality infrastructure and networks*
Principal Activity	*Maintain and improve Council owned public transport assets*

Executive Summary

The provision of accessible, DDA compliant, bus shelters is an important part of our public transport network, and ensures we continue to strive towards the provision of quality infrastructure for our community.

An open Request for Tender (RFT) was undertaken to procure a contractor for the delivery of Disability Discrimination Act (DDA) compliant bus shelters over a five-year period. Under Council's current Operational Plan, Council delivers approximately 3–4 DDA compliant bus shelters per year; this typically also includes the concrete slab.. The program was developed to prioritise requests from the community for bus shelters along bus routes within the LGA (Local Government Area).

The tender to secure a contractor was issued via VendorPanel on Wednesday, 19 November 2025 and closed on Monday, 15 December 2025. One (1) tender submission was received.

This report advises Council of the outcome of the tender process and seeks approval to reject the tender and re-tender the RFT with updated specifications to encourage broader market participation while maintaining Council's compliance and safety standards.

Background

Council has historically delivered bus stop infrastructure through a Request for Quote (RFQ) process. While this approach allowed for delivery of some bus stops, it limited the number of shelters that could be installed at one time and resulted in inconsistencies in design across the LGA. To address these limitations, Council has elected to go out to tender for a five-year contract to deliver a consistent bus stop design. This approach ensures that all new and replacement bus stops align with the design adopted in recent years, creating a uniform and cohesive appearance that reflects Council's image and standards, while also providing greater flexibility and improved value for money.

In addition, Council has in the past received grants to support the upgrade of existing non-DDA compliant bus shelters and the installation of new shelters. While these grants provide valuable funding, the RFQ process continued to limit the number of shelters that could be delivered at one time. Combined with longer advertising and procurement timelines, this often resulted in delays to the delivery of bus shelter projects and reduced the overall efficiency of grant-funded works.

To build on this approach and better meet service and operational requirements, Council released an open Request for Tender (RFT) seeking suitably experienced suppliers to deliver DDA-compliant bus shelters (and concrete slabs) in accordance with the specifications outlined in the RFT documentation. All procurement activities were undertaken in line with Council's Procurement Policy to ensure transparency, probity, and value for money. The tender documentation was carefully prepared to ensure Council's requirements for safety, compliance, accessibility, and quality were clearly defined and could be met by potential suppliers.

The one (1) submission received from the VendorPanel was assessed by Council's Procurement team and deemed non-conforming, as it did not meet the mandatory conformance requirements of the RFT. As a result, the submission was not progressed to the evaluation panel for further review.

Given that only one submission was received and it was assessed as non-conforming, it is proposed that Council reject the tender and proceed to re-tender with updated specifications. This approach aims to improve market participation while maintaining Council's compliance, safety, and accessibility standards for bus shelters.

Council will continue to deliver the number of bus stops identified in the current Operational Plan, ensuring these works are planned, budgeted, and delivered in line with Council's priorities and available resources.

Current Situation

The tender was distributed via the VendorPanel supplier marketplace, with documentation made available to registered suppliers for the duration of the tender period. One (1) submission was received.

Following an initial conformance assessment by Council's Procurement team, the submission was deemed non-conforming due to insufficient detail provided in response to the mandatory requirements of the RFT. As a result, the submission was not progressed for further evaluation. Council therefore does not have a compliant submission, in accordance with Council's Procurement Policy, from which to proceed to contract award under the current RFT.

Details of the non-conforming submission:

- Company Name: Moodie Outdoor Products Pty Ltd
- ABN: 97 104 788 329
- Company Address: 26 Miga Street, Ryde NSW 2112
- Director: Warren Keith Moodie

Following the close of the tender, Council's Procurement team contacted suppliers who had viewed the RFT documentation to better understand the limited market response. Several suppliers advised that they did not have the capacity to undertake the concrete slab construction component included in the RFT requirements, which may have contributed to the low number of submissions.

It is therefore proposed that Council reject the tender and proceed to re-tender with revised specifications aimed at broadening market participation while maintaining Council's compliance and safety standards.

The revised RFT will:

1. Require suppliers to provide slab specifications suitable for their proposed shelter design, with slab construction to be completed (separately) by a contractor under Council's existing concrete supply contract; and

2. Remove the requirement for suppliers to directly undertake the slab construction component.

Financial Implications

At this stage, there are no direct financial implications for Council arising from this report, as no contract award is proposed.

However, delaying the procurement process may impact Council's ability to deliver the number of bus stops identified in the current Operational Plan, which may have future funding implications.

Should external funding be secured, Council may be required to meet specific delivery timeframes as a condition of that funding. Any delays in procurement or delivery could impact Council's ability to satisfy those requirements and accept the funding.

Any future costs associated with the re-advertised tender, including capital and ongoing maintenance costs, will be subject to further reporting and Council approval and will need to align with Council's adopted budget and Operational Plan.

Tender Advisory Group Comments

The objective of the Tender Advisory Group (TAG) is to support Council to achieve fair and equitable tender processes. The TAG, consisting of Adam Wilkinson- Director Asset Services, Adam Beggs – Head of Governance and Neil Farquharson – Chief Financial Officer were briefed by the Asset Services team about the background and the process followed.

The TAG considered the recommendations in relation to the tender noting that only one response was received, and after assessment it was determined by the Panel to be non-conforming. The TAG reviewed the evaluation process outlined within the report and is satisfied that the recommended approach to invite fresh tenders is consistent with Local Government Regulations Section 178(3)(b).

Risk Implications

Rejecting the current tender and proceeding to re-advertise presents minimal risk and ensures Council remains compliant with its Procurement Policy and legislative requirements.

Revising the RFT scope to remove the slab construction component is expected to improve market participation and increase the likelihood of receiving compliant submissions. This approach maintains Council's safety, accessibility and quality standards while addressing the barriers identified through market feedback.

Conclusion

The tender process was undertaken in accordance with Council's procurement policy and was released to the market via Vendor Panel. Despite this, only one (1) submission was received, and that submission did not meet the mandatory conformance requirements of the RFT.

As a result, Council is unable to proceed under the current tender. Re-tendering the RFT with revised requirements (separating out the requirement for slab construction) represents the most appropriate course of action to achieve a compliant, competitive and value-for-money outcome while maintaining Council's safety, accessibility and design standards.

RECOMMENDATION

That:

1. Receive the information contained in this report.
2. Reject the tender submission received for this RFT on the basis of non-conformance. In accordance with Local Government Regulations Section 178(1)(b) of the Local Government (General) Regulation 2021 ("the Regulation"), Council declines to accept any of the tenders.
3. Endorse the re-tendering of the project with revised scope requirements as outlined in this report, in accordance with Local Government Regulations Section 178(3)(b), to invite, in accordance with Clause 167, fresh tenders based on the same or different details.

ATTACHMENTS/APPENDICES

There are no attachments for this report.

15 PCC25/26-18 Parker Street Upgrade – Western Amenities Building Improvements

Compiled by: **Mitchell Sammut, Project Lead**

Authorised by: **Tariq Rasheed, Head of Projects**
Adam Wilkinson, Director Asset Services

Outcome	*Provide for our lifestyle*
Strategy	*Ensure public spaces and facilities are pleasant and fit for diverse needs and uses*
Principal Activity	*Plan and implement Council's major public space, community, and recreation projects to enhance the City's liveability*

Executive Summary

The Parker Street (Western) Amenities building is an aging asset, requiring significant work to bring the building up to current standards and better meet community expectations.

A tender for Parker Street Upgrade – Western Amenities Building Refurbishment was advertised on 7 November 2025, on the Vendor Panel website through Council's select Building Maintenance and Minor Construction Works Panel. The submissions closed on Friday 28 November 2025.

This report advises Council of the outcome of the tender process and recommends that the tender from Acron Building Services Pty Limited for $288,150.00 (excluding GST), be accepted to undertake Parker Street Upgrade – Western Amenities Building Refurbishment, Penrith.

Background

Parker Street Western Amenities Building was constructed in the late 1970s, and requires repairs, upgrades and renewal works to continue its lifespan. By doing this, the existing buildings will continue to function as a recreational facility for the Brothers Junior Rugby League Football Club.

The work involves the combination of several internal and external works which will combine to improve the functionality and overall appearance of the buildings. The tender was called through the Council's adopted Building Maintenance and Minor Construction Works Panel RFT22/23-017.

The scope of works of Parker Street Upgrade – Western Amenities Building Refurbishment required as part of the tender is;

- Demolition Works
- New concrete slab/path and steps
- Male and female toilets fit outs
- Ceiling upgrades
- Hydraulic Stormwater upgrades
- Painting
- Electrical and light works lighting
- Fire compliance upgrades

- Alarm upgrades
- New floor finishes
- Roofing Repairs

The project is funded under Council's Building Asset Renewal Fund and supplemented by funding through the New South Wales Western Sydney Infrastructure Grants Program.

Tender Evaluation Panel

The Tender Evaluation Panel consisted of Council Officers - Project Supervisor Olivia Choi, Architect Lead Rosemarie Canales, Building Asset Coordinator Christopher Hill, Community Facilities and Recreation Planner Stephen Donovan and was chaired by Project Lead Mitchell Sammut. Roseanne Taraia from Council's Procurement team performed the role of tender administration and probity officer for this tender.

Evaluation Criteria

Contractors for the project were required to submit their tender using the Vendor Panel tendering software, which clearly defined the response required against each of the evaluation criteria.

The quotes received were assessed using the advertised evaluation criteria of:

- Company Profile
- Conformance, Acceptance and Declaration
- Business References
- Completion of Forms Tender Price submitted
- Compliance Statement
- Demonstrated Ability
- Works Method and Program
- Local Business Preference
- Quality Assurance Systems
- Environmental Management Systems

The following was not assessed as it was previously assessed through the Council's adopted RFT22/23-017 Building Maintenance and Minor Construction Works contract:

- Employment Policies
- Work Health and Safety
- Financials

Summary of Tenders Received

A total of three (3) tenders were received by the closing date of the advertised tender and are listed below in price order, excl GST (lowest to highest based).

Company	Lump Sum for Price	Company Address	Owners/Directors
Westbury Constructions Pty Ltd	$279,546.00	Unit 6, 16 Rob Place, Vineyard NSW 2765	Darren Price

Acron Building Services Pty Limited	$288,150.00	7/20 Tucks Road Seven Hills, NSW, 2147	Greg Clark
Coverit Building Group Pty Ltd	$386,990.00	Site 18 37-47 Borec Road Penrith 2750	Shane Stanley Comans

Evaluation of the Preferred Tender

All three tenders were assessed against the assessment criteria to determine the tender submission that, having regard to all the criteria and scope, appears to be the most advantageous to Council. The following provides key information on the outcomes of that assessment.

Westbury Constructions Pty Ltd submitted a tender which was lower than Acron Building Services Pty Limited however, scored lower overall factoring in price and responses. Specifically, Westbury Constructions Pty Ltd scored lower than Acron Building Services Pty Limited in the areas of Key Personnel, Subcontractors, and Construction Methodology and Program.

The panel determined that Acron Building Services Pty Limited provided the best overall value to Council based on price and responses to the assessment criteria, clearly demonstrating their suitability to undertake the project.

Acron Building Services Pty Limited are a part of Council's Building Maintenance and Minor Construction Works contract and provide for the services of building contractors who have experience in building and refurbishment works. They have completed the following recent works for Council:

- Penrith Library and Civic Toilets refurbishment
- Civic Centre Office Renewal
- Joan Sutherland Performing Arts Centre Carpet Replacement
- Werrianda Children's Centre Repairs
- Lewers Gallery Office Gallery refurbishment

The recommended company, Acron Building Services Pty Limited was selected based on their:

1. Compliance with the tender evaluation criteria,
2. Demonstrated ability to meet Council's requirements; and
3. Competitive price for the services offered.

The pricing from Acron Building Services Pty Limited is in a range consistent with opinion of probable costs when factoring in escalation of market prices in recent tenders.

Financial Implications

Assessment of the tenderers was commissioned; this included independent reference checks, financial analysis, and performance analysis on Acron Building Services Pty. These checks were completed by Equifax Australasia Credit Ratings Pty Ltd. Financial Services

have reviewed the financial information provided by the tenderer and have not identified any reason why the contract should not be awarded.

The recommended tender cost is within budget and is funded under Council's Building Asset Renewal Fund.

The estimated maintenance and operational cost requirements for the project starts at $10,105 per annum. Council's future asset maintenance budgets and asset renewal programs will be adjusted per Council's Budget Guidelines at completion of the project.

Tender Advisory Group Comments

The objective of the Tender Advisory Group (TAG) is to support Council to achieve fair and equitable tender processes. The TAG, consisting of Adam Wilkinson- Director Asset Services, Adam Beggs – Head of Governance and Neil Farquharson – Chief Financial Officer were briefed by the Projects team about the background and the process followed.

The TAG considered the recommendations in relation to the tender PCC25/26-18 Parker Street Upgrade – Western Amenities Building Improvements noting that the recommended tender was not the lowest price, however, the company (Acron Building Services Pty Limited) has demonstrated their ability to meet Council's requirements, and their proposal was considered to be the most advantageous to Council for the scale of this project. The TAG reviewed the evaluation process outlined within the report and is satisfied that the selection criteria has been correctly applied in making the recommendations.

Risk Implications

The tender process outlined in this report includes controls regarding probity and ensuring value for Council, overseen by the Tender Advisory Group. The works will be undertaken in accordance with Work Health & Safety systems. This project will improve the Parker Street Western Amenities with public safety being a key part of the construction methodology and project plan.

Conclusion

Three tenders were assessed against the evaluation criteria. Acron Building Services Pty Limited provided the best overall submission and also met the tender evaluation criteria to undertake the project. It is recommended that the tender from Acron Building Services Pty Limited for $288,150.00 (excluding GST), be accepted to undertake Parker Street Upgrade – Western Amenities Building Refurbishment, Penrith.

RECOMMENDATION

That:

1. The information contained in the report on PCC25/26-18 Parker Street Upgrade – Western Amenities Building Improvements be received.
2. The tender from Acron Building Services Pty Limited for $288,150.00 (excluding GST), be accepted to undertake Parker Street Upgrade – Western Amenities Building Refurbishment, Penrith.
3. The General Manager be authorised to sign all necessary legal documents in relation to this matter.

4. Variations and amendments that do not materially alter the original scope of the contract be managed under the existing Penrith City Council financial delegations within the approved budgets.

ATTACHMENTS/APPENDICES

There are no attachments for this report.

16 PCC25/26-35 Bennett Park Redevelopment

Compiled by: **Mitchell Sammut, Project Lead**

Authorised by: **Tariq Rasheed, Head of Projects**
Adam Wilkinson, Director Asset Services

Outcome	*Provide for our lifestyle*
Strategy	*Ensure public spaces and facilities are pleasant and fit for diverse needs and uses*
Principal Activity	*Plan and implement Council's major public space, community, and recreation projects to enhance the City's liveability*

Executive Summary

The facilities at Bennett Park St Marys require upgrades and refurbishments to meet contemporary standards and community expectations.

A tender for Bennett Park Redevelopment, St Marys was advertised on 18 November 2025, on the Vendor Panel website. The submissions closed on Tuesday 16 December 2025.

This report advises Council of the outcome of the tender process and recommends that the tender from Romba Pty Ltd for $1,752,458.00 (excluding GST), be accepted to undertake the Bennett Park Redevelopment, St Marys.

Background

The Bennett Park Redevelopment, St Marys Project includes replacing the existing playspace and learn-to-ride loop with new and larger playspace with equipment for children of all ages to enjoy. The project also includes mini pump track with beginner and intermediate loops and pathways, seating, shade, tree planting and landscaping. It will also address the management of asbestos contaminated waste and remediation of areas affected, to ensure ongoing public safety for use of the reserve.

Plans and specifications were drawn up including detailed civil and landscaping plans for the project. This was all coordinated with extensive site testing has been carried out, and a Remediation Action Plan (RAP) to manage the sites contaminated waste in accordance with the required legislation with public safety Council's most important priority.

Tenders were called from suitably qualified Principal Contractors, with demonstrated experience in civil and landscape projects and in managing the complexities related to asbestos remediation.

The following is the scope of works of Bennett Park Redevelopment, St Marys required as part of the tender includes;

- Site establishment including provision of all site fencing, traffic controls, site building(s) and facilities for contractor staff and visitors to site.
- Protection of all survey infrastructure as reflected in the survey plan.
- Protection of all trees as reflected in the tree protection plan.
- Demolition and removal of all materials from the existing infrastructure which includes the existing playground and learn to ride.
- Management of all spoil including importation and removal, and associated drainage.

- Management of asbestos contaminated waste and remediation of affected areas in accordance with the Remediation Action Plan (RAP). To be overseen by an independent licenced hygienist to provide clearance and certification.
- Achieving design intent of both pump track and playground spaces.
- De-establishment of site and compound(s) and make good all areas disturbed by the works under contract.
- Final commissioning of all new works and provision of all relative certificates, user manuals and other relevant documentation at practical completion.
- 12-month defect and liability period post practical completion.

The Bennett Park project is funded through the NSW Government's Western Sydney Infrastructure Grants Program, the Australian Government's Investing in Our Communities Program, and Council's Sport and Recreation Reserve, Asbestos Reserve, Financial Management Reserve and Telecommunications Access Fund.

Tender Evaluation Panel

The Tender Evaluation Panel consisted of Council Officers - Project Support Officer Eliza Ecob, Community Facilities and Recreation Project Officer Anthony Spiteri, Senior Landscape Architect Victoria Patterson and was chaired by Project Lead Mitchell Sammut. Roseanne Taraia from Council's Procurement team performed the role of tender administration and probity officer for this tender.

Evaluation Criteria

Contractors for the project were required to submit their tender using the Vendor Panel tendering software, which clearly defined the response required against each of the evaluation criteria.

The quotes received were assessed using the advertised evaluation criteria of:

- Company Profile
- Conformance, Acceptance and Declaration
- Business References
- Tender Price submitted
- Compliance Statement
- Demonstrated Ability
- Works Method and Program
- Local Business Preference
- Quality Assurance Systems
- Environmental Management Systems
- Employment Policies
- Work Health and Safety
- Financials

Summary of Tenders Received

A total of fourteen (14) tenders were received by the closing date of the advertised tender and are listed below in price order, excl GST (lowest to highest based).

Company	Lump Sum for Price	Company Address	Owners/Directors
WEM Civil	$1,255,807.35	Suite 301, Level 3, 7-9 Irvine Place, Bella Vista, 2153	Graham Ragg & Michael Ragg
Anr Engineering Pty Ltd	$1,490,700.50	13 Silvester way Gledswood Hills NSW 2557	Aram Ruman
Civilscape Pty. Ltd	$1,534,032.82	Unit 10, 18 Third Avenue, Blacktown, NSW 2148	Paul Thomas
Perfection Landscape Services	$1,545,497.96	12/7 Tucks Road Seven Hills NSW 2147	Peter Rizk
Metro Construction Group Pty Ltd	$1,637,798.13	G7/218 Parramatta Road Homebush, NSW 2140	Siraj Ul-Haque
Lamond Contracting Pty Ltd	$1,654,727.65	120 Wilton Road, Wilton NSW 2751	Anthony Vetsavong
Axial Construction Pty Ltd	$1,680,941.51	Suite 1a, Level 13, 465 Victoria Ave, Chatswood, NSW 2067	Jay Stanford
Romba Pty Ltd	$1,752,458.00	3/17 Bromley Road, Emu Heights NSW 2750	Darryl Burgmann Therise Burgmann
Regal Innovations Pty Ltd	$2,096,683.00	Unit 2 / 30 Park Road, Mulgrave NSW 2756	Scott Dixon
Statewide Landscape & Civil Pty Ltd	$2,112,433.11	26/5-7 Anella Avenue, Castle Hill 2154	Michael Dominello
J & G Asphalt & Civil	$2,124,428.45	4 Owen Street,	Jordan & Aaron

Contractors Pty Ltd		Glendenning NSW 2761	Bartolo
Growth Civil Landscapes Pty Ltd	$2,126,341.66	Suite 5, 578-580 Railway Parade, Hurstville NSW 2220	Glenn & Danielle Simpson
QMC GROUP	$2,374,947.48	5 Torrens Street, Braddon ACT 2612	Steven Commisso
Gauci Civil Contracting Pty Limited	$2,463,216.20	70 Colonel Pye Drive Cobbitty NSW 2570	Christopher Francis Gauci

Evaluation of the Preferred Tender

All fourteen tenders were assessed against the assessment criteria to determine the tender submission that, having regard to all the criteria and scope, appears to be the most advantageous to Council. The following provides key information on the outcomes of that assessment.

WEM Civil, Anr Engineering Pty Ltd, Civilscape Pty. Ltd, Perfection Landscape Services, Metro Construction Group Pty Ltd, Lamond Contracting Pty Ltd and Axial Construction Pty Ltd provided a lower submitted tender than Romba Pty Ltd however, these tenders scored lower overall factoring in price and responses. Specifically, the tenders from WEM Civil, Anr Engineering Pty Ltd, Civilscape Pty. Ltd, Perfection Landscape Services, Metro Construction Group Pty Ltd, Lamond Contracting Pty Ltd and Axial Construction Pty Ltd scored lower than Romba Pty Ltd in the areas of Local Supplier, Previous Experience, Construction Methodology and Program.

Romba Pty Ltd submitted a competitive and comprehensive tender response which was far greater (quality) than those that provided a lower price and no other tenderer provide the level of detailed required for the works. Their methodology was comprehensive and demonstrated a strong understanding of the required works, including the site plan, asbestos management, a comprehensive breakdown of the works and remediation activities. The submission clearly details the key personnel and subcontractors, outlining who they are partnering with, the rationale for their selection, and the specific deliverables each party will be responsible for. Their previous experience highlights strong capability in managing complex projects, reinforcing confidence in their ability to deliver the proposed scope effectively and importantly meet the Work Health Safety requirements.

The panel determined that Romba Pty Ltd provided the best overall value including combined weighting for responses and price for Council, in line with the assessment criteria, clearly demonstrating their suitability to undertake the project.

Romba Pty Ltd have completed relevant projects including:

- Richard Murden Reserve Playground Upgrade, Re-development of playground into an inclusive play space with upgrade to amenities building, Inner West Council, February 2025 – August 2025, total project cost $2,100,000

- Trinity Drive Mixed Recreation Play Space, Park Redevelopment including shared pathways, park furniture & drinking fountain with water connection, lighting for park,

shade structures & soft fall, playground installation & sandstone climbing wall, construction of skatepark and turfing, planting, garden edging, mulch, August 2022 – April 2023, total project cost $976,000

- Mackey Park Sportsfield Re-construction, re-construction of sportsfield vegetation and ground cover removal, bulk earthworks, field leveling, subsurface & stormwater drainage, cricket nets; installation of new cricket nets, upgrade of existing irrigation turfing to playing surface, landscaping and redevelopment of surrounds and upgrade of lighting, September 2024 – March 2025, total project cost $1,900,000.

Additionally, Romba Pty Ltd have listed key subcontractors, Australian Technical Services who are Licensed Class A Asbestos Removal Contractor with demonstrated experience in remediation works and Unearth Pump tracks & Skateparks who are specialist pump track contractors.

The recommended company, Romba Pty Ltd was selected based on their:

1. Compliance with the tender evaluation criteria,

2. Demonstrated ability to meet Council's requirements; and

3. Competitive price for the services offered.

The pricing from Romba Pty Ltd is in a range consistent with Quantity Surveyor costs when factoring in escalation of market prices in recent tenders.

Financial Implications

Assessment of the tenderers were commissioned; this included independent reference checks, financial analysis, and performance analysis of Romba Pty Ltd. These checks were completed by Equifax Australasia Credit Ratings Pty Ltd. Financial Services have reviewed the financial information provided by the tenderer and have not identified any reason why the contract should not be awarded.

The Bennett Park Redevelopment project is funded through the NSW Government's Western Sydney Infrastructure Grants Program, the Australian Government's Investing in Our Communities Program and Council's Sport and Recreation Reserve, Financial Management Asbestos Reserve, Financial Management Reserve and Telecommunications Access Fund.

The estimated maintenance and operational cost requirements for the project starts at $79,250 per annum. Council's future asset maintenance budgets and asset renewal programs will be adjusted as per Council's Budget Guidelines at completion of the project.

Tender Advisory Group Comments

The objective of the Tender Advisory Group (TAG) is to support Council to achieve fair and equitable tender processes. The TAG, consisting of Adam Wilkinson- Director Asset

Services, Adam Beggs – Head of Governance and Neil Farquharson – Chief Financial Officer were briefed by the Projects team about the background and the process followed.

The TAG considered the recommendations in relation to the tender PCC25/26-35 Bennett Park Redevelopment noting that the recommended tender was not the lowest price. The company (Romba Pty Ltd) has demonstrated their ability to meet Council's requirements, and their proposal was considered to be the most advantageous to Council for the scale of this project. The TAG reviewed the evaluation process outlined within the report and is satisfied that the selection criteria has been correctly applied in making the recommendations.

Risk Implications

The tender process outlined in this report includes controls regarding probity and ensuring value for Council, overseen by the Tender Advisory Group.

The works will include replacing the existing playspace and learn-to-ride loop with new and larger playspace with equipment for children of all ages to enjoy. The upgrade also includes mini pump track with beginner and intermediate loops and pathways, seating, shade, tree planting and landscaping. It will importantly involve implementing the Remediation Action Plan (RAP) to manage the sites contaminated waste in accordance with the required legislation and overseen by an independent hygienist to provide clearance and certification with public safety being a key part of the construction methodology and project plan.

All works will be undertaken in accordance with Work Health & Safety systems.

Conclusion

Fourteen tenders were assessed against the evaluation criteria. Romba Pty Ltd provided the best overall submission and also met the tender evaluation criteria to undertake the project. It is recommended that the tender from Romba Pty Ltd for $1,752,458.00 (excluding GST), be accepted to undertake Bennett Park Redevelopment, St Marys.

RECOMMENDATION

That:

1. The information contained in the report on PCC25/26-35 Bennett Park Redevelopment be received.
2. The tender from Romba Pty Ltd for $1,752,458.00 (excluding GST), be accepted to undertake Bennett Park Redevelopment, St Marys.
3. The General Manager be authorised to sign all necessary legal documents in relation to this matter.
4. Variations and amendments that do not materially alter the original scope of the contract be managed under the existing Penrith City Council financial delegations within the approved budgets.

ATTACHMENTS/APPENDICES

There are no attachments for this report.

17 Factory Road Shared Path Additional Co-contribution

Compiled by: **Daniel Davidson, Acting Traffic and Transport Engineering Coordinator**
Mitchell Sammut, Project Lead

Authorised by: **Joshua Hull, Head of Engineering Services**
Tariq Rasheed, Head of Projects
Adam Wilkinson, Director Asset Services
Andrew Jackson, Director Planning and Regulatory Services

Outcome	*Provide for our lifestyle*
Strategy	*Facilitate easy travel through well-planned and high-quality infrastructure and networks*
Principal Activity	*Strategically plan and manage current and future traffic flow, active transport provision and parking of the City*

Previous Items: **Factory Road, Regentville – Acceptance of Grant Funding for Shared Path Design- Ordinary Meeting - 28 Nov 2022**
NSW Government 'Get NSW Active' 2024-25 Financial Year: Acceptance of Grant Funds - Ordinary Meeting - 22 Jul 2024

Executive Summary

The purpose of this report is to advise Council of additional internal funding proposed to be allocated to Factory Road Shared Path Project, which will be in the form of a Council co-contribution to the project costs.

The project is being delivered under a grant from Transport for NSW (TfNSW), namely the Get NSW Active Program 2022/23, for $4,460,000 with an original Council co-contribution of $450,000. It is proposed that up to an additional $150,000 of available 2025/26 internal funds be utilised to meet additional contingency costs that have arisen during the course of delivering the project.

Background

At its Ordinary Meeting on 22 July 2024, Council considered a report on “NSW Government ‘Get NSW Active’ 2024-25 Financial Year: Acceptance of Grant Funds”. Subsequently, funding acceptance of $4,460,000 was approved by Council for the construction of a shared path along Factory Road as part of the Get NSW Active Program 2024/25. Detailed design plans had been completed previously with the design endorsed at Council’s Ordinary Meeting on 28 November 2022 under the report titled “Factory Road, Regentville – Acceptance of Grant Funding for Shared Path Design”.

Current Situation

Construction of a 3m wide shared path, footpath and raised crossings on Factory Road, Regentville, has since commenced and is nearing completion. The works also involved construction of formal kerb and gutter and associated road pavement and reconstruction works along the northern side of Factory Road, and the relocation of existing power poles within the path alignment.

However, the uncovering of an unknown Glenmore Heritage Valley Golf Course watermain in the location of the proposed new drainage line, which was not marked on Dial Before You

Dig plans, has resulted in a substantial cost being incurred for watermain relocation. These costs included additional new kerb and gutter and (critically) power pole relocations, requiring the allocation of contingency monies (in this case $492,144.36) in order to complete the works as per design.

In spite of this substantial early cost in the project, and other contingency costs which arose during the delivery of works, the in-built contingency within the project budget has been able to cover the variations to date on the project. However, other recent contingency oncosts, including needing to schedule an additional Endeavour Energy outage (following cancellation of the initial scheduled event) have been incurred by the project, with costs associated with the subsequent delays. Additionally, asphalt and spray seal was required to improve sandy surface conditions below existing pavement to improve stability and longevity of the shared path and associated infrastructure.

To date, approximately $584,000 in contingencies have been spent out of the total allocated contingency budget of $610,000. Other minor variations have also been covered by savings in the original project budget. The remaining contingency oncosts are estimated to be up to $176,000 to complete the project, mainly for the remaining power pole relocations and associated delay costs.

Financial Implications

The total additional funding required to cover the remaining variations for the Factory Road project is up to $150,000.

This additional funding is necessary as the original project contingency of $610,000 will be exhausted due to unforeseen variations, including the discovery of an unmarked Golf Course Watermain located within the alignment of the new drainage line. This service was not identified on the Dial Before You Dig plans, resulting in major works and associated costs.

It is proposed that the extra $150,000 be sourced from the Traffic and Transport Planning Program 2025/26, which currently has sufficient capacity to accommodate this requirement. Any unspent funds from the contingency budget will be returned to the Traffic and Transport Planning Program at the completion of the project if they are not needed.

Risk Implications

As there is available budget to facilitate the additional expenditure, it is considered that the risk implications to the organisation have been adequately addressed, with no significant risks for Council.

Conclusion

It is recommended that the additional contingency costs of up to $150,000 be funded from available existing internal funds identified for use by Engineering Services and Financial Services ensuring the completion and timely delivery of this project, and a quality infrastructure outcome for Penrith.

RECOMMENDATION

That:

1. The information contained in the report on Factory Road Shared Path Additional Co-contribution be received.

2. The additional co-contribution amount of up to $150,000 be funded internally from allocated available budget to meet project delivery contingency costs incurred.
3. Transport for NSW's Get NSW Active Program be advised of the additional co-contribution amount by Council.

ATTACHMENTS/APPENDICES

There are no attachments for this report.

18 PCC24/25-126 Premix Concrete

Compiled by: **Gowry Gowrythasan, Civil Operations Engineer**

Authorised by: **Linda Ross, Head of City Presentation**
Adam Wilkinson, Director Asset Services

Outcome	*Provide for our lifestyle*
Strategy	*Facilitate easy travel through well-planned and high-quality infrastructure and networks*
Principal Activity	*Maintain and improve the City's roads, pathways and drainage infrastructure*

Executive Summary

The supply of premix concrete is an essential part of our City Presentation maintenance and civil operations. This is a unique service, and Council over the years have received quality service from a select number of local providers.

The purpose of this report is to present the outcome of the tender process for the provision of premix concrete supply across the Penrith Local Government Area (LGA).

Tender PCC24/25-126 was advertised on 20 November 2025 for an initial contract period of three (3) years, with options to extend for a further two (2) x one (1) year periods. The tender was initially scheduled to close earlier; however, due to no responses and the timing over the Christmas and New Year period, the closing date was extended to 28 January 2026 to allow additional time for suppliers to submit (complete) conforming tenders.

At the close of the tender, only two submissions were received from the following local suppliers:

- Holcim Australia Pty Ltd and
- Total Concrete Solutions Pty Ltd & South Coast Basalt Pty Ltd

Both submissions were assessed as non-conforming, as the tenderers did not provide the required supporting documentation to demonstrate compliance criteria, including Quality System, Work Health and Safety Management System, Environmental Management System, and conflict of interest declarations.

As a result, the tender process did not achieve a compliant outcome, and there is a procurement risk in proceeding without an established compliant contract for the supply of premix concrete, which is critical to Council's civil infrastructure maintenance and construction programs.

Accordingly, this report recommends that Council reject all tenders received for PCC24/25-126 Premix Concrete and delegate authority to the General Manager and/or their delegate to enter into negotiations with those two local premix concrete suppliers. The outcome of these negotiations will be reported back to Council with a recommendation for contract award at a future Council meeting.

Background

The purpose of this tender is to establish a panel of suppliers or a sole supplier who can provide various strengths and grades of premixed concrete (25MPa, 32MPa, 40MPa, with

aggregate sizes of 20mm and 10mm) on an 'as required' basis throughout the term of the agreement, anywhere within the Penrith LGA.

Based on historical usage data, Council utilises approximately 2,000 cubic metres of premixed concrete annually.

Over the past 10 years, Council has maintained a successful contractual arrangement with Holcim Australia Pty Ltd for the provision of premix concrete. This arrangement has supported the delivery of Council's operational and capital works programs.

Current Situation

The current contract arrangement with Holcim Australia Pty Ltd for this service expired on 2 September 2025 and is currently operating under the extension provisions pending the establishment of a new contract.

Tender Evaluation Panel

The Tender Evaluation Panel consisted of Gowry Gowrythasan (Civil Operations Engineer), Arvind Kumar (Assistant Field Coordinator) and Paresh Bhattarai (Senior Project Engineer). Allyce Langton from Council's Procurement team performed the role of Tender Administration and Probity Officer for this Tender.

Tender Evaluation Criteria

The Tender evaluation criteria, listed below, was advertised and used in assessing the tenders received:

Compliance Criteria

- Statement of Conformance
- Current Insurance Polices
- Quality Management System
- WHS Management System, Heavy Vehicle National Law and Modern Slavery Laws
- Environmental Management System
- Tenderer's Workplace Relations Information
- Compliance and Conflicts of Interest

Weighted Qualitative Criteria

- Lump Sum Tender Price (Schedule of Rates)
- Capacity to Perform the Work
- History of the organisation
- Local Supplier to the Penrith LGA
- Previous Similar Works
- Tenderer's Resourcing
- Plant and Equipment
- Key Personnel and Experience
- Subcontractors

Summary of Tenders Received

A total of two (2) submissions were received by the closing date of the advertised Tender and are listed below in alphabetical order.

Tenderer's Name	Location of the Business	Names of Business Owners and/or the Board of Directors
Holcim Australia Pty Ltd	Woodstock Avenue Rooty Hill NSW 2766 Plant Location: Unit 10, 1 Kite St, Emu Plains NSW 2750	Kevin Larcombe (General Manager)
Total Concrete Solutions Pty Ltd & South Coast Basalt Pty Ltd	1A Coombes Drive Penrith NSW 2750	Peter Vicary

Compliance Criteria Evaluation

As part of the initial stage of the evaluation process, all tender submissions were reviewed against the established compliance criteria. Both tenderers failed to provide the required information necessary to demonstrate compliance with the established criteria. As a result, their submissions were deemed non-conforming.

At the initial closing date, no compliant submissions had been received. In response, the Procurement team contacted known suppliers within the market, including the two local suppliers noted above, and provided additional time to allow them to submit the required documentation and relevant information.

Weighted Qualitative Criteria Evaluation

Both Holcim Australia Pty Ltd and Total Concrete Solutions Pty Ltd & South Coast Basalt Pty Ltd submitted only the completed price schedules. However, neither tenderer provided the required supporting documentation addressing the non-price weighted qualitative criteria, as specified in the tender documentation.

The Procurement Team contacted both Holcim Australia Pty Ltd and Total Concrete Solutions Pty Ltd & South Coast Basalt Pty Ltd to clarify their submissions. Both suppliers confirmed that the submitted price schedules constituted their full and final submissions, and no further supporting information would be provided.

Accordingly, the evaluation panel is of the view that calling for a fresh tender, at this time, would be unlikely to result in a different outcome and would not represent an efficient use of Council resources.

As both submissions were assessed as non-conforming under the compliance criteria and did not provide sufficient information to enable a proper qualitative assessment, the evaluation panel recommends that Council reject all tenders and proceed in accordance with the relevant provisions of the Local Government Act & Regulations to negotiate directly with those two local suppliers.

The submitted price schedules are included in a report to Council Confidential Session of this business paper.

Financial Implications

Supply and delivery of premix concrete will be on an 'as required' basis. Included in the annual Operational Plan are provisions within Civil Asset Maintenance and Project budgets to fund these costs.

Risk Implications

The supply of premix concrete is critical to the ongoing delivery of Council's civil construction and maintenance programs. Any interruption or delay in securing a new contract may disrupt these essential services, potentially affecting project delivery timeframes, service levels, and Council's ability to meet community expectations.

While operating under existing contract extension provisions provides a short-term operational solution, it presents several risks. These include reduced pricing certainty and potential exposure to cost increases due to market fluctuations. In addition, there is a procurement and compliance risk associated with not establishing a new contract, particularly in ensuring adherence to the requirements of the Local Government Act 1993 and Council's Procurement Policy.

To mitigate these risks, it is recommended that Council enter into a direct negotiation process with those two local companies for the supply and delivery of premix concrete. This approach will enable Council to negotiate competitive pricing, clearly defined service delivery standards, and appropriate contractual terms, ensuring best value for money while maintaining compliance with legislative and procurement obligations.

Tender Advisory Group Comments

The objective of the Tender Advisory Group (TAG) is to support Council to achieve fair and equitable tender processes. The TAG, consisting of Adam Wilkinson- Director Asset Services, Adam Beggs – Head of Governance and Neil Farquharson – Chief Financial Officer were briefed by the Asset Services team about the background and the process followed.

The TAG considered the recommendations in relation to the tender noting that no compliant responses were received. The TAG reviewed the evaluation process outlined within the report and is satisfied that the recommended approach to not accept any tenders and enter into negotiations with the two non-compliant responses that were received is consistent with Section 178(3)(e) of the Local Government Regulation.

Conclusion

As no conforming submissions were received, the panel recommends that all tenders be rejected in accordance with section 178(1)(b) of the Local Government (General) Regulation 2021.

Over the past ten (10) years, Holcim Australia Pty Ltd and Total Concrete Solutions Pty Ltd & South Coast Basalt Pty Ltd have consistently demonstrated the ability to supply and deliver premix concrete to Penrith City Council to a satisfactory standard. Given their proven track record, it is recommended that Council enter into direct negotiations with these two local suppliers in accordance with Clause 178(3)(e) of the Local Government (General) Regulation 2021 to ensure continuity of service.

The direct negotiation process will involve engaging with these two local suppliers to establish a contract for the supply and delivery of premix concrete on an 'as required' basis. This approach will enable Council to negotiate pricing, service delivery standards, and contractual terms under the Penrith City Council Supply of Goods Contract, ensuring best value for money while maintaining compliance with Council's Procurement Policy and legislative requirements.

As part of the negotiation process, Council will require the suppliers to provide all necessary supporting documentation, including evidence of current insurances, Work Health and Safety (WHS) management systems, Quality Management Systems, Environmental Management Systems, and Conflict of Interest declarations. This will ensure that the selected supplier

meets Council's governance, risk management, and compliance obligations prior to the execution of any contract.

A further report will be presented to a future Ordinary Meeting of Council with a recommendation for the award of the contract following the outcome of these negotiations.

RECOMMENDATION

That:

1. The information contained in the report on PCC24/25-126 Premix Concrete be received.
2. After considering the responses to the PCC24/25-126 Premix Concrete Tender and in accordance with section 178(1)(b) of the Local Government (General) Regulation 2021 ("the Regulation"), Council declines to accept any of the tenders.
3. Pursuant to clause 178(4)(a) of the Regulation, the Council's reason for declining to invite fresh tenders was:
    a. There was limited interest shown in the response to the original tender invitation despite efforts to encourage further participation including extending the closing date for submissions.
4. Council negotiate with Holcim Australia Pty Ltd and Total Concrete Solutions Pty Ltd & South Coast Basalt Pty Ltd for the following reasons:
    a. Holcim Australian Pty Ltd and Total Concrete Solutions Pty Ltd & South Coast Basalt Pty Ltd were the only respondents to Council's tender and demonstrated potential suitability to meet Council's requirements
5. The negotiation parameters to include:
    a. Reaching agreement on Penrith City Council Supply of Goods contract terms and conditions.
    b. Ensuring compliance with Council's Work Health and Safety (WHS), Quality Assurance (QA), and Environmental practices.
    c. Providing scope for negotiation on pricing.
6. In accordance with section 178(3)(e) of the Regulation, Council authorises the General Manager and/or their delegate to enter into negotiation with a view to entering into a contract in relation to the subject matter of the tender.
7. A recommendation on the outcome of the negotiations be reported to Council for award of the tender.

ATTACHMENTS/APPENDICES

There are no attachments for this report.

STRATEGIC DIRECTION 5 - WORK TOGETHER

Item		Page
19	Sydney Water Corporation Proposed Acquisition of Interest In Land- Part of Lot 3 DP 747153, 112-124 Andrews Road Penrith	106
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21	Permanent Road Closure, Dedication as Public Road and New Easement Associated with St Marys Central Park	122
22	Adoption of Public Forum Rules	126
23	Land Classification - Lot 11 Section 5 DP979366, 109 Russell Street Emu Heights	137
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25	Summary of Investments and Banking for the period 1 February 2026 - 28 February 2026	142

19 Sydney Water Corporation Proposed Acquisition of Interest In Land- Part of Lot 3 DP 747153, 112-124 Andrews Road Penrith

Compiled by: **Fiona Waites, Senior Development Manager**
Karen Luka, Program Manager

Authorised by: **Justin Day, Head of Property Investment**
Stephen Britten, Director Business Operations

Outcome	*Work together*
Strategy	*Manage resources sustainably for current and future generations*
Principal Activity	*Reduce Council's reliance on rateable income by progressively delivering the financial objectives of the Property Investment Strategy*

Executive Summary

This report seeks Council's resolution to proceed with the compulsory acquisition by Sydney Water Corporation (Sydney Water) of a 124.5 square metre sewerage easement over part of Council land at lot 3 DP 747153, 112–124 Andrews Road, Penrith.

Background

Sydney Water formally commenced the compulsory acquisition process on 14 October 2025 by issuing an Opening (commencement) Letter under the Sydney Water Act 1994 and in accordance with the Land Acquisition (Just Terms Compensation) Act 1991.

The subject land, Lot 3 DP 747153, is classified community and forms part of a drainage reserve zoned E4 General Industrial under the Penrith Local Environmental Plan 2010. The land is significantly constrained by multiple existing easements and primarily functions as stormwater infrastructure and environmental buffer land.

Sydney Water requires the sewerage easement to enable access for the operation and maintenance of a new 630 mm diameter polyethylene (PE) sewer pressure main between the existing Sewer Pump Station at 173 Andrews Road, Cranebrook and the Penrith Water Resource Recovery Facility at 2181A Castlereagh Road, Penrith.

The proposed easement is 4 metres wide and comprises an area of approximately 124.5 square metres, part of which overlays land already burdened by existing easements.

The proposed easement is identified as Area "A" in the Plan of Proposed Easement (Attachment 1) and is to be created in accordance with the terms of the registered Memorandum AE292292W, 'Provision of Easement for Sewerage Purposes', 27 October 2008 (Attachment 2).

Current Situation

Compensation payable for the easement by Sydney Water to Council has been agreed at $10,500 (excl. GST), plus Council's costs associated with creation of the easement and professional fees. The amount of compensation payable for the easement is based on valuations commissioned by the respective parties.

In accordance with Section 55 of the Land Acquisition (Just Terms Compensation) Act 1991, Council is entitled to compensation under Sections 55(a) and 55(d) as per the following Table:

Just Terms Reference	Compensation Type	Compensation Amount (ex GST)
Section 55(a)	Market Value (Freehold)	$10,500
	Market Value (Leasehold)	Not applicable
Section 55(b)	Special Value	Not applicable
Section 55(c)	Severance	Not applicable
Section 55(d)	Disturbance	To be determined. *Reimbursement of costs incurred by Council, including professional fees and costs to create the easement.
Section 55(e)	Relocation	Not applicable
Section 55(f)	Decrease in Value (Injurious Affection/Betterment)	Not applicable
Total Compensation		**$10,500** *Plus reimbursement of Council's costs associated with the acquisition.

If supported, the acquisition will proceed by execution of an agreement under Section 29 of the Land Acquisition (Just Terms Compensation) Act 1991 and publication of an Acquisition Notice in the NSW Government Gazette.

Financial Implications

Council will receive compensation of $10,500 (excl. GST) for the acquisition of the sewerage easement plus reimbursement of all associated costs. The compensation will be allocated to the Property Reserve.

Risk Implications

The proposed compulsory acquisition is being undertaken in accordance with the regulatory requirements under the Land Acquisitions (Just Terms Compensation) Act 1991. The risk implications for this matter are considered low.

Conclusion

It is recommended that Council accept the negotiated compensation of $10,500 (excl. GST) as the agreed market value under section 55(a) of the Land Acquisition (Just Terms Compensation) Act 1991, together with reimbursement of Council's costs associated with the acquisition and creation of the easement.

Creation of the easement supports Sydney Water's delivery of essential sewerage infrastructure.

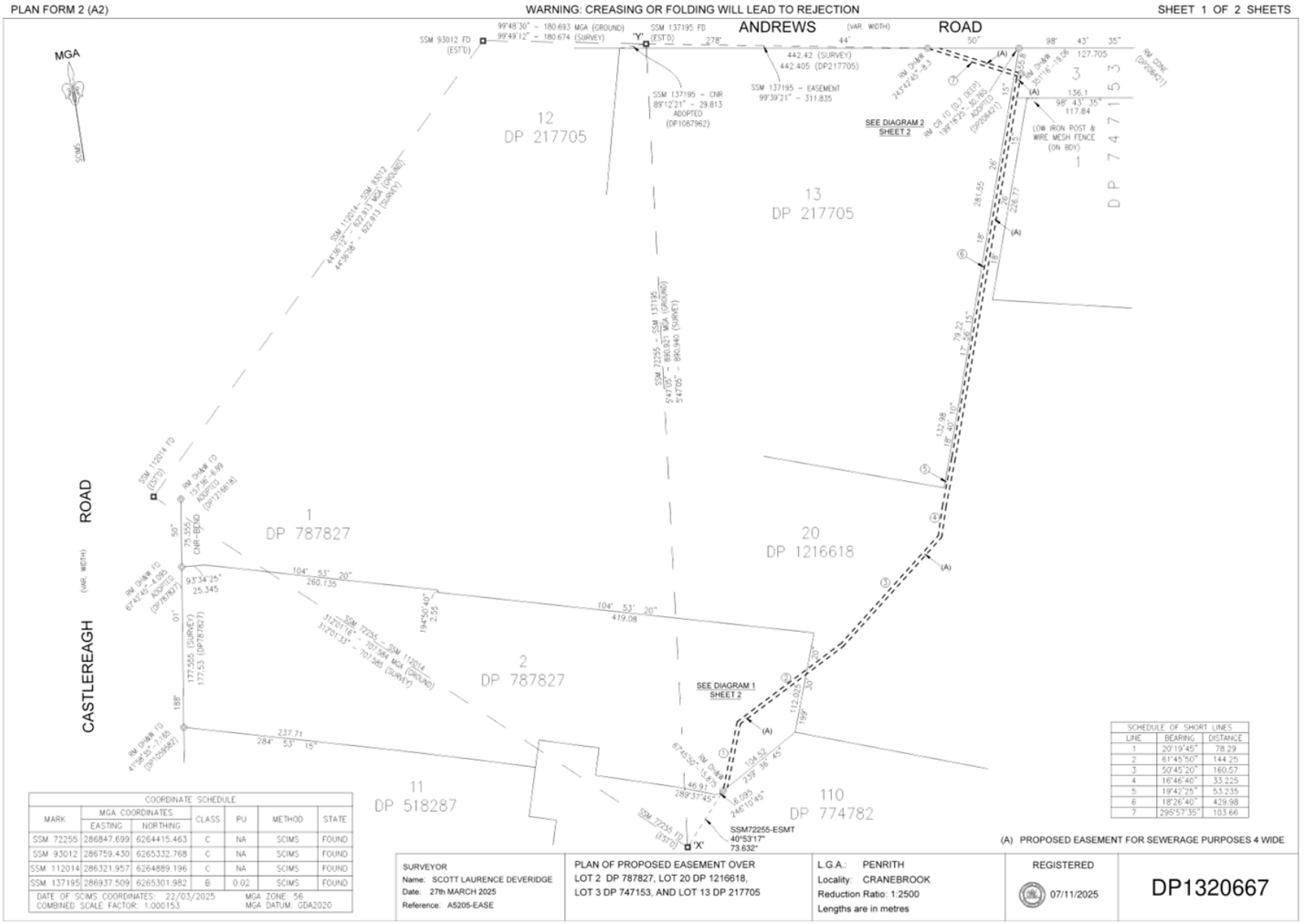
RECOMMENDATION

That:

1. The information contained in the report, Sydney Water Corporation easement acquisition of part of lot 3 DP 747153, located at 112–124 Andrews Road, Penrith be received.
2. Council accepts the compensation and reimbursement of costs outlined in the report, with proceeds from the acquisition to be allocated to the Property Reserve.
3. The Common Seal of the City of Penrith be affixed to all documents as required, and the General Manager (or his delegate) be authorised to sign all necessary legal documents in relation to this matter.

ATTACHMENTS/APPENDICES

1. Plan of Proposed Easement DP1320667 4 Pages Appendix
2. Memorandum Dealing AE292292W 5 Pages Appendix



COORDINATE SCHEDULE

MARK	MGA COORDINATES EASTING	MGA COORDINATES NORTHING	CLASS	PU	METHOD	STATE
SSM 72255	286847.699	6264415.463	C	NA	SCIMS	FOUND
SSM 93012	286759.430	6265332.768	C	NA	SCIMS	FOUND
SSM 112014	286321.957	6264889.196	C	NA	SCIMS	FOUND
SSM 137195	286937.509	6265301.982	B	0.02	SCIMS	FOUND

DATE OF SCIMS COORDINATES: 22/03/2025 MGA ZONE: 56
COMBINED SCALE FACTOR: 1.000153 MGA DATUM: GDA2020

SCHEDULE OF SHORT LINES

LINE	BEARING	DISTANCE
1	20°19'45"	78.29
2	61°45'50"	144.25
3	50°45'20"	160.57
4	16°46'40"	33.225
5	19°42'25"	53.235
6	18°26'40"	429.98
7	295°57'35"	103.66

SURVEYOR Name: SCOTT LAURENCE DEVERIDGE Date: 27th MARCH 2025 Reference: A5205-EASE	PLAN OF PROPOSED EASEMENT OVER LOT 2 DP 787827, LOT 20 DP 1216618, LOT 3 DP 747153, AND LOT 13 DP 217705	L.G.A.: PENRITH Locality: CRANEBROOK Reduction Ratio: 1:2500 Lengths are in metres	REGISTERED 07/11/2025	DP1320667

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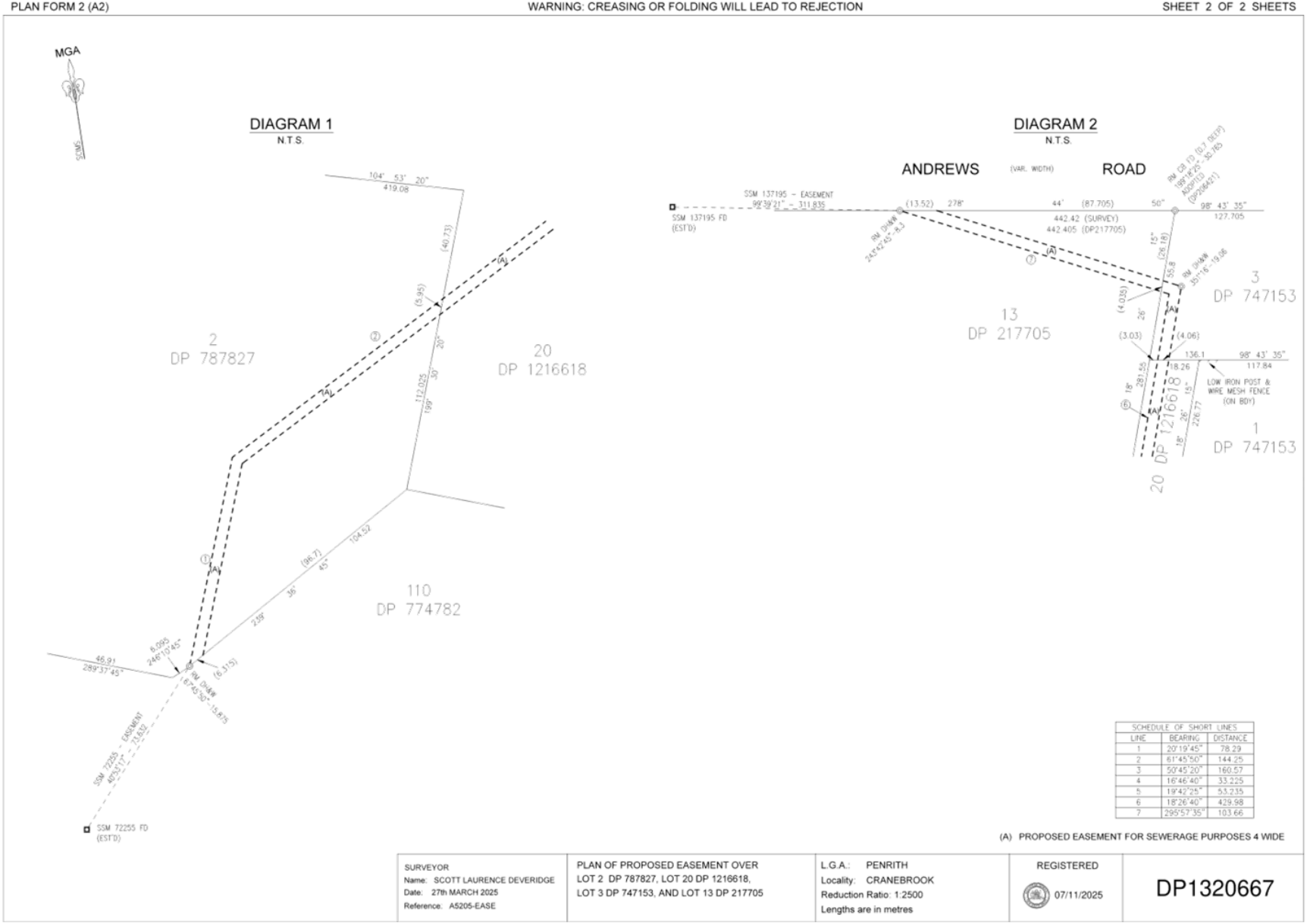
PLAN FORM 2 (A2) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION SHEET 2 OF 2 SHEETS



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6	18°26'40"	429.98
7	295°57'35"	103.66

(A) PROPOSED EASEMENT FOR SEWERAGE PURPOSES 4 WIDE

SURVEYOR Name: SCOTT LAURENCE DEVERIDGE Date: 27th MARCH 2025 Reference: A5205-EASE	PLAN OF PROPOSED EASEMENT OVER LOT 2 DP 787827, LOT 20 DP 1216618, LOT 3 DP 747153, AND LOT 13 DP 217705	L.G.A.: PENRITH Locality: CRANEBROOK Reduction Ratio: 1:2500 Lengths are in metres	REGISTERED 07/11/2025	DP1320667

Req:R227649 /Doc:DP 1320667 P /Rev:07-Nov-2025 /NSW LRS /Pct:08-Nov-2025 04:00 /Seq:2 of 4
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PLAN FORM 6 (2020)	**DEPOSITED PLAN ADMINISTRATION SHEET**	Sheet 1 of 2 sheet(s)

Office Use Only

Registered: 07/11/2025

Title System: TORRENS

Office Use Only

DP1320667

PLAN OF PROPOSED EASEMENT OVER

LOT 2 DP787827, LOT 20 DP1216618, LOT 3 DP747153, AND LOT 13 DP217705

LGA: PENRITH

Locality: CRANEBROOK

Parish: CASTLEREAGH

County: CUMBERLAND

Survey Certificate

I, SCOTT LAURENCE DEVERIDGE

Of 48 THOMPSON CRESCENT, GLENWOOD, NSW 2768.

a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on 27-03-2025

~~*(b) The part of the land shown in the plan (*being/*excluding ** EASEMENTS AND CONNECTIONS .....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation, or~~

~~*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.~~

Datum Line: "X"-"Y" .....

Type: *Urban/~~*Rural~~

The terrain is *Level-Undulating / ~~*Steep-Mountainous~~.

Signature: ..... Dated: 18.04.2025 ...

Surveyor Identification No: 7453
Surveyor registered under
the *Surveying and Spatial Information Act 2002*

**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Crown Lands NSW/Western Lands Office Approval

I, ... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, ...

*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

Accreditation number: .....

Consent Authority: .....

Date of endorsement: .....

Subdivision Certificate number: .....

File number: .....

*Strike through if inapplicable.

Plans used in the preparation of survey.

DP 774782 DP 1087962

DP 787827 DP 1059582

DP 1216618

DP 747153

DP 217705

DP 206421

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.

Surveyor's Reference: A5205-EASE

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 2 sheet(s)

Office Use Only

Registered: 07/11/2025

Office Use Only

DP1320667

PLAN OF PROPOSED EASEMENT OVER

LOT 2 DP787827, LOT 20 DP1216618, LOT 3 DP747153, AND LOT 13 DP217705

Subdivision Certificate number: .....

Date of Endorsement: .....

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

STREET ADDRESSES FOR ALL LOTS ARE NOT AVAILABLE

If space is insufficient use additional annexure sheet

Surveyor's Reference: A5205-EASE

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Form: 16LM
Release: 2.1
www.lands.nsw.gov.au

MEMORANDU

New South Wales
Section 80A Real Property A

AE292292W

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and LLPN if any	CODES
102Q	Bartier Perry DX 109 Sydney 8281 7800 Reference: Peter Cahill 085222	LM CM MM GM BM

(B) **APPLICANT**

SYDNEY WATER CORPORATION
ABN 49 776 225 038

(C) The applicant requests the Registrar General to record this memorandum, comprising 5 pages including this page, which contains provisions deemed to be incorporated in any instrument which refers to it.

(D) i. For option to renew see clause NOT APPLICABLE

ii For option to purchase see clause NOT APPLICABLE

(E) Signature of applicant's representative:

Name of signatory: Peter Vincent Cahill

Capacity of signatory (if applicable): Applicant's solicitor

Date: 27 October 2008

FOR THE PROVISIONS CONTAINED IN THIS MEMORANDUM SEE THE ANNEXURE "A"

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ANNEXURE "A"

PROVISIONS OF EASEMENT FOR SEWERAGE PURPOSES
(Pressure Mains)

1. Interpretation

1.1 In this memorandum and any instrument or dealing incorporating any or all of the provisions of this memorandum, unless the context otherwise requires -

"the **Act**" means the *Sydney Water Act 1994* and any amendment to or Act replacing the *Sydney Water Act 1994* and includes any regulations or orders made under the *Sydney Water Act 1994* and the provisions of any other Act or regulation conferring functions on **Sydney Water**,

"**Easement for Sewerage Purposes**" is a reference to the instrument or dealing incorporating by reference any or all of the provisions of this memorandum with or without amendment,

"**Function**" means any power, authority or duty specified in this memorandum or in the **Act** that **Sydney Water** may exercise or perform for sewerage purposes,

"**Land**" means the part of the **Lot** affected by the **Easement for Sewerage Purposes**,

"**Lot**" means the lot burdened by the **Easement for Sewerage Purposes**, whether or not the lot is under the *Real Property Act 1900*,

"**Owner**" includes -(a) each person who, individually or jointly with any other person, whether at law or in equity, is entitled to any estate of freehold in possession in the **Lot** whether or not under the *Real Property Act 1900*, and

(b) any executor, administrator, successor or assignee of any such person,

"**Registered Proprietor**" includes the registered proprietor of the **Lot** under the *Real Property Act 1900* and the **Owner** of the **Lot**,

"**Sydney Water**" means Sydney Water Corporation and includes any person for the time being authorised by Sydney Water Corporation to perform any **Function**,

"**Works**" means any infrastructure works used for sewerage purposes situated at or below but not above the surface of the **Land** and includes without limitation any pipelines and mains and other ancillary works and associated fittings.

1.2 In this memorandum and any instrument or dealing incorporating any or all of the provisions of this memorandum, unless the context otherwise requires -

1.2.1 a reference to a word or expression in the singular form includes a reference to the word or expression in the plural form,

Applicant's Solicitor: .....

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1.2.2 a reference to a word or expression in the plural form includes a reference to the word or expression in the singular form,

1.2.3 a reference to a natural person includes a reference to corporation,

1.2.4 a reference to a corporation is not excluded merely because elsewhere in the memorandum, instrument or dealing there is a particular reference to a corporation.

1.3 This memorandum omits the expressions used in Schedule 4A of the *Conveyancing Act 1919.*

2. What Sydney Water may do in or on the Land

2.1 **Sydney Water** may from time to time and at any hour of the day or night -

2.1.1 enter, pass and repass over and return from the **Land** with or without vehicles and remain on or in the **Land** for so long as may be necessary or convenient to do any **Works** or to perform any **Function**,

2.1.2 bring, place and use on the **Land** and remove from the **Land** such plant, machinery, tools, implements, materials or things as may be necessary or convenient to do any **Works** or to perform any **Function**,

2.1.3 excavate and make shafts and cuttings in and through the **Land** as may be necessary or convenient to do any **Works** or to perform any **Function**,

2.1.4 place, construct, examine, operate, maintain, alter, renew, replace and remove any **Works** and perform any **Function** in or on the **Land**,

2.1.5 use any Works and perform any **Function** in or on the **Land**,

2.1.6 convey under pressure sewage and any associated substance in any quantity in and through any **Works** in the **Land**.

3. What Sydney Water must do with respect to the Land

3.1 **Sydney Water** must from time to time and at all times, so far as reasonably practicable -

3.1.1 restore any part of the **Land** damaged by any sewage leaking or otherwise escaping from any **Works**, and

3.1.2 make good and remedy any damage caused to the **Land** arising out of the performance of any **Function**.

3.2 In clause 3.1.2, "make good and remedy" includes reinstate, repair, construction of works or payment but does not include any obligation to pay compensation solely

Applicant's Solicitor: .....

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with respect to **Works** placed or constructed in the **Land** in the exercise or performance of any **Function**.

4.0 What the Registered Proprietor must not do in or on the Land

4.1 The **Registered Proprietor** must not -

4.1.1 use or allow to be used the **Land** for any purpose which may obstruct or prevent **Sydney Water** from having full and free access to the **Land**,

4.1.2 do or allow to be done anything whatever that may adversely affect support of the **Land** or of the **Works** placed or which may be placed in the **Land**,

4.1.3 place, erect or construct or allow to be placed, erected or constructed upon the **Land** any building or other structure whatever,

4.1.4 make or allow to be made by any means whatever any alteration to the existing surface levels of the **Land**

4.1.5 place or construct or allow to be placed or constructed or allow to remain on the **Land** any pavement of concrete or having any form of bituminous surface with or without a base course of ballast or rock fill or like material,

4.1.6 place or allow to be placed or to remain on the **Land** any timber, article of plant or any stores, filling, rubbish or other material whatever,

4.1.7 park or place or allow to be parked or placed or to remain on the **Land** any vehicle whatever, other than vehicles temporarily parked or placed on the **Land** so that they may be removed without delay when necessary,

4.1.8 plant or allow to be planted in or upon the **Land** any tree or shrub other than shrubs that may be removed and reinstated if necessary or convenient for purposes of the performance of any **Function**,

4.1.9 do or allow to be done any landscaping which would be contrary to the provisions of clauses 4.1.3 or 4.1.4,

4.1.10 place or allow to be placed in, upon or over the **Land** any services including without limitation electrical, telecommunication, gas, water, wastewater and stormwater services with or without pipes, conduits, cables or ducts.

4.2 The **Registered Proprietor** may apply in writing for the written approval of **Sydney Water** to do any one or more than one of the things specified in subclauses 4.1.4 to 4.1.10 (inclusive).

4.3 **Sydney Water** must consider and respond in writing to any application made under subclause 4.2 and may, in accordance with the proper exercise of its **Functions**, request further information, give an approval or refuse to give an approval or give an approval subject to conditions.

Applicant's Solicitor: .....

Req:R528414 /Doc:DL AE292292 /Rev:29-Oct-2008 /NSW LRS /Pgs:ALL /Prt:19-Jan-2026 14:11 /Seq:5 of 5
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4.4 If **Sydney Water** gives an approval under subclause 4.3, the **Registered Proprietor** must not do anything the subject of the application made under subclause 4.2 other than strictly in accordance with the written approval and any conditions under which the approval was given.

5. Operation of sections 41 and 44 of the *Sydney Water Act 1994*

5.1 Nothing in this memorandum is to be construed as affecting -

5.1.1 any right that the **Registered Proprietor** may have to claim compensation under section 41 of the *Sydney Water Act 1994* with respect to any damage caused by **Sydney Water** in exercising any function under Division 4 of Part 6 of the *Sydney Water Act 1994*, or

5.1.2 any obligation, privilege, right, power, authority, duty, liability, immunity or remedy that the **Registered Proprietor** or **Sydney Water** may have under section 44 of the *Sydney Water Act 1994*.

Applicant's Solicitor: .....

(Page 5 of 5)

20 Sydney Metro Residual Road Acquisitions for the Sydney Metro- Western Sydney Airport

Compiled by: **Fiona Waites, Senior Development Manager**
Karen Luka, Program Manager

Authorised by: **Justin Day, Head of Property Investment**
Stephen Britten, Director Business Operations

Outcome	*Work together*
Strategy	*Manage resources sustainably for current and future generations*
Principal Activity	*Reduce Council's reliance on rateable income by progressively delivering the financial objectives of the Property Investment Strategy*

Previous Items: **Sydney Metro Substratum Acquisition for the underground rail corridor- Ordinary Meeting - 31 Oct 2022**

Executive Summary

This report seeks Council's resolution to proceed with the compulsory acquisition by Sydney Metro of two stratums, one substratum and one freehold acquisition to support the delivery of Sydney Metro - Western Sydney Airport project.

Sydney Metro has identified four minor interests affecting Council controlled public roads to be acquired for the public purpose of supporting construction and operation of the Metro and associated infrastructure.

It is proposed to proceed via agreement between Council and Sydney Metro under section 29 of the Land Acquisition (Just Terms Compensation) Act 1991 (NSW), with compensation assessed in accordance with Division 4, section 206 of the *Roads Act 1993*. Under this provision, an assessment has determined that no compensation entitlement arises for the acquisition of these public roads.

In parallel with the legislative process, the acquisitions are being progressed in accordance with the Interface Agreement between Sydney Metro and Penrith City Council, dated 23 November 2021.

Background

The Sydney Metro – Western Sydney Airport project (the Metro) will deliver a major public transport corridor for Greater Western Sydney, providing fast and reliable connections for the Penrith community and surrounding districts. The 23-kilometre rail corridor from St Marys to the new Western Sydney International (Nancy-Bird Walton) Airport and the Bradfield City Centre will play a central role in supporting the region's long-term growth. The project will deliver six new stations:

- St Marys, providing interchange with the existing suburban rail system
- Orchard Hills, supporting a future commercial and mixed-use precinct
- Luddenham, planned for a future education, innovation and commercial hub

- Two stations within the airport site—at the Airport Terminal and at the Airport Business Park and
- Bradfield, located in the centre of the Aerotropolis.

The Metro strengthens Penrith's role as a major regional centre within Western Sydney by improving access to emerging employment precincts, including Bradfield Metro Station (formerly Aerotropolis), and enhancing connections to the wider metropolitan transport network.

The Interface Agreement sets out the framework between Sydney Metro and Council. The agreement outlines the procedures, responsibilities and collaborative mechanisms for managing land and asset requirements associated with the Metro project.

A key component of long-term asset operation and maintenance within Penrith is the Metro Operation and Maintenance (O&M) Agreement, to be executed by both parties on or before Practical Completion. It will define the ongoing operational and maintenance responsibilities for the handover of works that will become Council assets, and the Sydney Metro Works that will remain under Sydney Metro's control.

Together, the agreements support a structured and coordinated transition from project delivery to long-term asset management.

Sydney Metro previously acquired "substratum" land to construct the Metro tunnels within the reserved underground rail corridor. These acquisitions affected six Council-owned parcels, four Department of Planning and Environment parcels under Council's care, control and management, and thirteen public roads vested in Penrith City Council. These acquisitions were reported to Council at the Ordinary Meeting of 31 October 2022.

Following this earlier process, Sydney Metro has completed final due diligence and detailed survey work, which has identified four additional interests within Council controlled public roads requiring acquisition to accurately reflect the completed infrastructure and ensure correct land ownership.

Current Situation

On 15 September 2025, Council received formal advice from Transport for NSW (Sydney Metro) regarding the required acquisitions, associated survey plans and preliminary information for the affected public roads. The Plans of Acquisition are provided as a separate enclosure, with a summary in Table 1 below.

A draft Section 29 Deed was provided to Council Officers on 14 January 2026 for detailed review, ensuring alignment with statutory obligations and the requirements outlined in the Interface Agreement.

Acquisition Details

Road ID	Road Name	Acquisition Area *(Approximate m²)*	Interest Required & Purpose
1.1	Patons Lane Orchard Hills	412.5 m²	Stratum acquisition of airspace over a Council Road for a rail bridge
1.2	Luddenham Road Luddenham	334.3 m²	Stratum acquisition of airspace over a Council Road for a rail bridge

1.3	Lansdowne Road Orchard Hills	352 m²	Acquisition of a substratum of land beneath a Council Road for a rail trough
1.4	Elizabeth Drive Badgerys Creek	335.7 m².	Freehold acquisition of a section of Council Road for rail over the former Elizabeth Drive

Legislative Context

The acquisition is being undertaken in accordance with Section 29 of the Land Acquisition (Just Terms Compensation) Act 1991 (NSW), which enables compulsory acquisition of public road by agreement and removes the requirement to undertake the standard pre-acquisition procedures in Division 1 and Part 3 of the Act.

Once Sydney Metro and Council agree to all terms and necessary conditions, the acquisition proceeds through the publication of an Acquisition Notice in the NSW Government Gazette, at which point the acquired interests formally vest in the acquiring authority. This legislative framework is purposely designed for, and appropriate to, acquisitions between government agencies, including those involving public road.

Consistent with legislative requirements for public road acquisitions, compensation is assessed under Division 4, Section 206 of the Roads Act 1993 (NSW), which restricts compensation to specific recoverable costs. Including the amount originally paid by Council to acquire the land, the cost of constructing the road, and the value of any Council controlled utilities installed within the public road. Costs associated with maintenance, repair or replacement are excluded, and no compensation is payable for infrastructure that Council can reasonably continue to use.

Following review of these provisions, site conditions and Council records, it has been determined that no compensable costs arise under Section 206, and therefore no compensation is payable for the acquisitions.

Financial Implications

As the compulsory acquisitions are being undertaken by agreement in accordance with the Land Acquisition (Just Terms Compensation) Act 1991, with no compensation payable under Division 4, Section 206 of the Roads Act 1993, there are no financial implications for Council arising from this report.

Risk Implications

As the acquisition process follows established legislative pathways and is supported by the provisions of the Interface Agreement, the risks associated with this matter are considered low.

Conclusion

The acquisition of the interests affecting Council controlled public roads is required to reflect infrastructure delivery associated with the Sydney Metro – Western Sydney Airport project. Undertaking the compulsory acquisition by agreement under Section 29 of the Land Acquisition (Just Terms Compensation) Act 1991 (NSW), with compensation determined in accordance with Section 206 of the Roads Act 1993, provides a clear, streamlined and legislatively appropriate pathway for acquiring public road interests between government authorities.

The process has been informed by final survey outcomes, pre-examination of the acquisition plans by Land Registry Services, and the obligations and procedures contained within the Interface Agreement.

Following execution of the Section 29 Agreement between Council and Sydney Metro, and upon publication of the Acquisition Notice in the NSW Government Gazette, the four identified interests will formally vest in Sydney Metro for the public purpose of the project. This will ensure the land tenure framework accurately reflects the integrated rail and viaduct infrastructure and will support the continued delivery, operation and long-term management of this regionally significant transport investment.

RECOMMENDATION

That:

1. The information contained in the report on Sydney Metro Residual Road Acquisitions for the Sydney Metro- Western Sydney Airport be received.
2. Council provides concurrence to the four public purpose acquisitions of road detailed within this report under the Land Acquisition (Just Terms Compensation) Act 1991.
3. Council resolves that no compensation is payable for the four public purpose acquisitions as outlined in this report.
4. The Common Seal of the Council of the City of Penrith be affixed to all documents as required, and the General Manager (or his delegate) be authorised to sign all necessary legal documents in relation to this matter.

ATTACHMENTS/APPENDICES

There are no attachments for this report

21 Permanent Road Closure, Dedication as Public Road and New Easement Associated with St Marys Central Park

Compiled by: **Fiona Waites, Senior Development Manager**
Karen Luka, Program Manager

Authorised by: **Justin Day, Head of Property Investment**
Stephen Britten, Director Business Operations

Outcome	*We have open and collaborative leadership*
Strategy	*Deliver an efficient, transparent and accountable service to the community*
Principal Activity	*Provide property services and manage community and commercial requests for the use of Council owned or controlled land*

Previous Items: **West Lane, St Marys - Proposed Road Closure in Association with St Marys Central Park- Local Traffic Committee - 02 Dec 2024**
Report and Recommendations of the Local Traffic Committee Meeting held on 2 December 2024 - Ordinary Meeting - 09 Dec 2024
PCC2025-267 St Marys Central Park- Ordinary Meeting - 02 Feb 2026

Executive Summary

This report recommends a series of statutory and administrative actions be undertaken to support the delivery of the St Marys Central Park project vision, including:

- Permanent closure of approximately 248 square metres of West Lane, being the land identified as Lot 151 in unregistered DP 1314258, under Section 38A of the Roads Act 1993
- Dedication of Lot 6 DP 1300752, comprising approximately 376 square metres of operational Council land, as public road under Section 10 of the Roads Act 1993
- Registration of an easement for underground electrical cables across Council land comprising Lots 1–4 DP 1300752 and proposed Lot 151 DP 1314258

Background

The St Marys Central Park project is creating a high-quality green civic space that supports community gathering, activation and long-term town centre revitalisation. The partial West Lane Road closure facilitates the expansion of the high-quality green civic space and its connection with Queen Street. The dedication of operational land as public road ensures businesses affected by the West Lane closure have vehicular access.

The road closure, road dedication and easement creation process detailed in this report complies with the requirements of the Roads Act 1993 and Local Government Act 1993, including statutory public notification and consultation obligations.

In addition to the technical endorsement for the permanent road closure at the 2 December 2024 Local Traffic Committee, Council's resolution to permanently close the road is required prior to registration of the road closure plan with NSW Land Registry Services (LRS).

Current Situation

To support the delivery of the St Marys Central Park project the following statutory and administrative actions are required:

- The permanent closure of approximately 248 square metres of West Lane (Lot 151 in unregistered DP 1314258), enables the land to form part of the high-quality green civic space being delivered by the St Marys Central Park project
- Dedication of approximately 376 square metres of operational land (Lot 6 DP 1300752) as public road, provides a new vehicular connection from Carinya Avenue to West Lane to support businesses affected by the partial West Lane closure
- Registration of an easement for underground electrical cables 3 metres wide across Council land comprising Lots 1–4 DP 1300752 and proposed Lot 151 draft DP1314258

Attachment 1 illustrates the portion of West Lane to be closed, Council land to be dedicated as public road and the new electricity easement.

The statutory road closure notification was undertaken in accordance with Section 38B of the Roads Act 1993 from 29 August to 29 September 2025. This included newspaper advertising, direct correspondence with affected stakeholders, and consultation with public authorities and utilities.

Council received one objection from Endeavour Energy, they require the creation of a 3-metre-wide easement to accommodate existing underground cables within the West Lane Road closure parcel and adjoining Council land. The proposed easement location is satisfactory to Endeavour Energy, and the objection has since been withdrawn.

In accordance with Section 47 of the Local Government Act 1993, Endeavour Energy's proposed easement was publicly notified from 13 November to 12 December 2025, including on-site signage, letters to adjoining owners and an advertisement in the Western Weekender. No objections were received to the proposed easement.

Next Steps

Under Section 38A of the Roads Act 1993 (NSW) Council will proceed to permanently close the section of West Lane as outlined in this report via execution and registration of the road closure plan and associated documents with NSW Land Registry Services. This will be followed by publication of the closure in the NSW Government Gazette. Upon gazettal, the land will vest in Council as operational land.

In accordance with s10 of the Roads Act, Council's operational land (Lot 6 DP 1300752) will be dedicated as public road via notice in the Government Gazette to facilitate the implementation of the required changes to the road network to service the precinct.

Financial Implications

A provision for the administration of the permanent closure, easement and dedication for St Marys Central Park is included in the project budget. To date, there has been expenditure incurred of $1,809. The estimated road closure administration processes cost is expected to

be $10,000. However, there is sufficient budget available to proceed with the road closure works.

No compensation is payable for the 3m wide Easement for Underground Cables across the road closure parcel and parts of Lots 1–4 DP1300752 (community land), as its creation is a result of the road closure process.

Risk Implications

There are no known risks associated with this report.

Conclusion

It is recommended that Council exercise its powers under sections 38A and 10 of the Roads Act 1993 to formally close the relevant section of West Lane and dedicate Lot 6 DP 1300752 as public road. The land comprising the closed road will vest in Council as operational land.

The permanent closure of part of West Lane and the dedication of Lot 6 DP 1300752 as public road contribute to the delivery of the St Marys Central Park vision.

RECOMMENDATION

That:

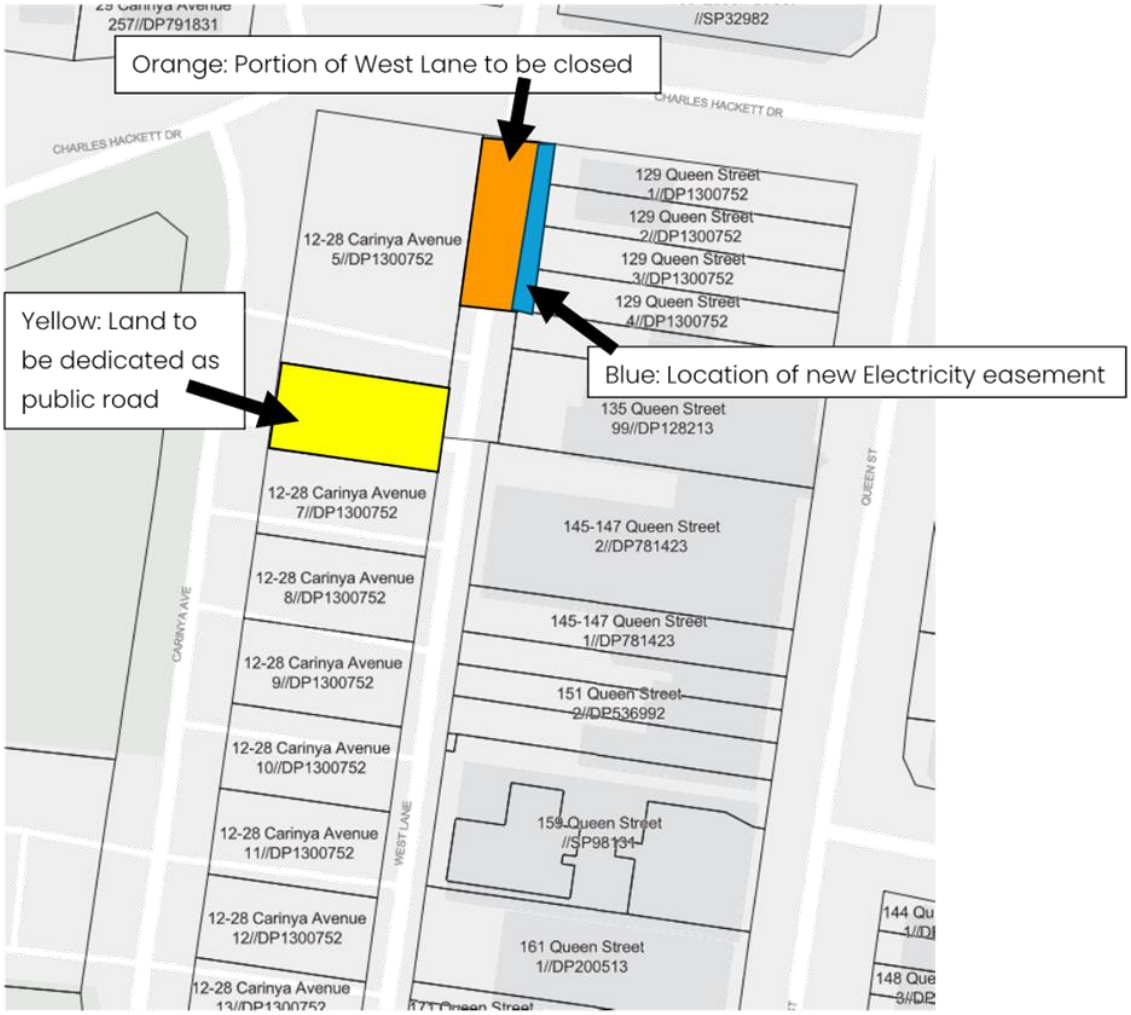
1. The information contained in the report on the Permanent Road Closure, Dedication as Public Road and New Easement Associated with St Marys Central Park be received.
2. Council endorse the closure of the subject portion of public road as contained within Lot 151 draft DP 1314258 under Section 38A of the Roads Act 1993. The road closure parcel will vest in Council as operational land.
3. Council resolve to dedicate Lot 6 DP 1300752 as public road under Section 10 of the Roads Act 1993.
4. Council endorse the registration of a 3-metre-wide easement for underground cables across Lots 1–4 DP 1300752 and proposed Lot 151 draft DP 1314258 as identified in the report.

   The Common Seal of the Council of the City of Penrith be affixed to all documents as required, and the General Manager (or his delegate) be authorised to sign all necessary legal documents in relation to this matter.

ATTACHMENTS/APPENDICES

1.	Illustration- road closure area, land to be dedicated and new easement location	1 Page	Appendix

West Lane Closure, Dedication & New Easement Location



22 Adoption of Public Forum Rules

Compiled by: **Stuart Benzie, Governance Manager**
Avanthi Fernando, Governance Officer
Cathy Krimmer, Governance Advisor

Authorised by: **Adam Beggs, Head of Governance**

Outcome	*Work together*
Strategy	*Act with integrity, transparency and accountability*
Principal Activity	*Lead the organisation's excellence efforts to ensure it is operating effectively, efficiently, transparently and compliant to manage risks and continuously improve*

Executive Summary

The 2025 Model Code of Meeting Practice for Local Councils in NSW (the 2025 Model Meeting Code) prescribes mandatory provisions for public forums. These permit councils to hold public forums prior to their meetings to hear oral submissions from members of the public on items of business to be considered at the meeting.

Councils are free to determine the rules under which public forums are to be conducted and when they are to be held, subject to the requirement that they are held before meetings. Council's adopted Code of Meeting Practice (Meeting Code) provides that public forums will be held prior to Ordinary Meetings.

The Office of Local Government (OLG) recently released Model Public Forum Rules to assist councils in the administration of public forums. Councils can adapt these rules to develop a standalone policy or include them as supplementary provisions in their adopted code of meeting practice. There is no express requirement to publicly exhibit the draft Public Forum Rules prior to adoption, however as a matter of good practice the report suggests Council should invite public submissions.

This report recommends that Council endorse the attached Draft Public Forum Rules for public exhibition and begin conducting its public forums in accordance with the draft Rules during the exhibition period, to ensure Public Forums can immediately commence in a fair, transparent and rules based manner.

Background

Councils may hold Public Forums prior to Council or Committee meetings for the purpose of hearing oral submissions from the public on agenda items.

Previous Meeting Codes provided that members of the public could address a Council Meeting on items listed on the agenda during that meeting through an application process. The 2025 Model Meeting Code does not allow members of the public to address the meeting but establishes Public Forums as a mechanism for Councils to allow members of the public to speak on items listed on the agenda at meetings.

In January 2026, the OLG released best practice Model Public Forum Rules to assist councils in the administration of public forums. Council officers have reviewed Council's previous addressing the meeting processes and the OLG's Model Public Forum Rules to prepare the attached draft Public Forum Rules for Council's consideration.

It is proposed that the attached draft Public Forum Rules be adopted as a standalone policy that sits alongside Council's Meeting Code.

This will allow for simpler communication of the Public Forum Rules and future review processes should Council determine a need to amend the Rules at a later time.

There is no express requirement to publicly exhibit the draft Public Forum Rules prior to adoption, however as a matter of good practice the report suggests Council should invite public submissions.

It is suggested that Council begin conducting its public forums in accordance with the draft Public Forum Rules during the exhibition period, to ensure public forums can immediately commence in a fair, transparent and rules based manner.

Current Situation

The attached draft Public Forum Rules are the rules proposed by the OLG's Model Public Forum Rules with the addition of the Penrith specific items highlighted in yellow. Key features of the attached draft Public Forum Rules include:

- establishing the application process (Penrith specific items)
- defining speaker time limits and speaker numbers (Penrith specific items)
- setting standards of conduct
- the process to ask questions
- livestreaming and
- managing conflict of interest declarations

The table below summarises key provisions of the Draft Public Forum Rules.

Principle	Description
Application to Speak	A person must submit a written application using the approved form by 12 noon on the day of the meeting. Applicants are advised of outcomes by 4pm on the day of the forum.
Limit on Number of Speakers	No more than 6 speakers may address a public forum, with limits on speakers for and against each item. Where applications exceed limits, speakers may be asked to nominate representatives, or the General Manager may determine speakers. Numbers may be increased in consultation with the Mayor where necessary.
Speakers	Each speaker is allowed 5 minutes. Speakers must address only the relevant agenda item and comply with directions from

	the chairperson. Failure to comply may result in the speaker not being further heard.
Conduct at Public Forums	Speakers must not engage in disorderly, disrespectful or defamatory conduct.
Questions	Councillors may ask questions of speakers through the chairperson. Speakers are not obliged to answer, and responses are limited to 1 minute per question. Speakers may not ask questions of councillors or staff. The General Manager may respond or recommend deferral of the matter where further consideration is required.
Livestreaming of Public Forums	Public forums must be livestreamed via council's website. Attendees must be informed of recording and livestreaming. Speakers must consent to broadcast of their voice and image and avoid defamatory statements.
Conflict of Interest	Councillors must declare and manage conflicts of interest in the same manner as at council or committee meetings.

Financial Implications

There are no financial implications for Council associated with this report.

Risk Implications

Adopting the Public Forum Rules will mitigate governance risks by providing clear and consistent procedures for managing Public Forums. The rules ensure that Council's practices are in line with the latest OLG guidelines and legislative requirements.

Conclusion

Councils are permitted to hold public forums prior to their meetings to hear oral submissions from members of the public on items of business to be considered at the meeting. The OLG has issued Model Public Forum Rules to guide councils in conducting Public Forums. The report recommends the attached draft Public Forum Rules, based on the OLG's Model Rules, be endorsed for public exhibition subject to any amendments required by the Council.

RECOMMENDATION

That:

1. The information contained in the report on Adoption of Public Forum Rules be received.
2. Subject to any amendments required by Council, Council endorses the attached draft Public Forum Rules for public exhibition, for a period of 28 days to allow for public submissions to be received.
3. Council endorses application of the draft Public Forum Rules until the completion of the public exhibition period.
4. Should no material changes be required to the draft Public Forum Rules following the public exhibition period, Council endorses adoption of the Public Forum Rules.
5. Should public submissions be received that require further consideration of the draft Public Forum Rules, a report be provided to Council.

ATTACHMENTS/APPENDICES

1. Draft Public Forum rules 7 Pages Appendix

PUBLIC FORUM RULES

INTRODUCTION

Councils may hold a public forum prior to meetings of the council and committees of the Council for the purpose of hearing oral submissions from members of the public on items of business to be considered at the meeting.

Penrith City Council holds public forums prior to ordinary meetings of the Council as per Part 4 of the Model Code of Meeting Practice 2025.

The provisions of the Code of Meeting Practice requiring livestreaming of meetings also apply to public forums.

Persons wishing to participate in the public forum must complete the required form prior to 12 noon on the day of the relevant meeting.

PENRITH CITY COUNCIL
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1. General

1.1 A public forum may be held prior to each ordinary meeting of the council for the purpose of hearing oral submissions from members of the public on items of business to be considered at the meeting.

1.2 Public forums may also be held prior to meetings of committees of the Council

1.3 Public forums are to be chaired by the Mayor or their nominee

1.4 Smart casual dress is the preferred minimum dress standard.

2. Application to speak

2.1 To speak at a public forum, a person must first make a written application to the council in the approved form. All parts of the application must be completed.

2.2 Applications to speak at the public forum must be lodged prior to 12 noon on the day of the relevant meeting. Applications can be lodged by email or at the Penrith Civic Centre.

2.3 Applications to speak must identify the item of business on the agenda of the meeting the person wishes to speak on, and whether they wish to speak 'for' or 'against' the item.

2.4 A person may apply to speak on no more than 2 items of business on the agenda of the meeting.

2.5 Legal representatives acting on behalf of others are not to be permitted to speak at a public forum unless they identify their status as a legal representative when applying to speak at the public forum.

3. Refusal of application

3.1 The General Manager or their delegate may refuse an application to speak at a public forum. The General Manager or their delegate must give reasons in writing for a decision to refuse an application.

4. Limit on number of speakers

4.1 No more than 6 speakers are to be permitted to speak per public forum, with no more than 2 'for' and no more than 2 'against' each item of business on the agenda for the meeting.

4.2 If more than the permitted number of speakers apply to speak 'for' or 'against' any item of business, the General Manager or their delegate may request the speakers to nominate from among themselves the persons who are to address the public forum on the item of business. If the speakers are not able to agree on whom to nominate to address the public forum, the General Manager or their delegate is to determine who will address the public forum.

4.3 If more than the permitted number of speakers apply to speak 'for' or 'against' any item of business, the General Manager or their delegate may, in consultation with the Mayor or the Mayor's nominated chairperson, increase the number of speakers permitted to speak on an item of business, where they are satisfied that it is necessary to do so to allow the council to hear a fuller range of views on the relevant item of business.

4.4 The applicant will receive confirmation by 4pm on the day of the Public Forum as to whether their application to speak is accepted. Where an application is not accepted, the reason for this will be provided in writing.

5. Submission of supporting material

5.1 Approved speakers at the public forum are to register with the council any written, visual or audio material to be presented in support of their address at the public forum, and to identify any equipment needs prior to 12 noon on the day of the relevant meeting. The General Manager or their delegate may refuse to allow such material to be presented.

6. Order of speakers

6.1 Speakers must attend council 15 minutes prior to the scheduled start time to register their attendance for the public forum.

6.2 The General Manager or their delegate is to determine the order of speakers at the public forum. The order of speakers may be redetermined by the chairperson at the public forum.

7. Speakers

7.1 Each speaker will be allowed 5 minutes to address the public forum. This time is to be strictly enforced by the chairperson.

7.2 Speakers at public forums must not digress from the item on the agenda of the council meeting they have applied to address the public forum on. If a speaker digresses to irrelevant matters, the chairperson is to direct the speaker not to do so. If a speaker fails to observe a direction from the chairperson, the speaker will not be further heard.

8. Questions

8.1 A councillor (including the chairperson) may, through the chairperson, ask questions of a speaker following their address at a public forum. Questions put to a speaker must be direct, succinct and without argument.

8.2 Speakers are under no obligation to answer a question put to them. Answers by the speaker, to each question are to be limited to one minute.

8.3 Speakers at public forums cannot ask questions of the council, councillors, or council staff.

8.4 The General Manager or their nominee may, with the concurrence of the chairperson, address the public forum for up to 2 minutes in response to an address at a public forum after the address and any subsequent questions and answers have been finalised.

8.5 Where an address made at a public forum raises matters that require further consideration by council staff, the General Manager may recommend that the council defer consideration of the matter pending the preparation of a further report on the matters.

9. Conduct at Public Forums

9.1 When addressing the public forum, speakers must refrain from engaging in disorderly or disrespectful conduct or making statements that impute improper motives to or unfavourably personally reflects upon anyone, or that are potentially defamatory.

9.2 If the chairperson considers that a speaker at a public forum has engaged in conduct of the type referred to in clause 9.1, the chairperson may request the person to refrain from the inappropriate behaviour and to withdraw and unreservedly apologise for any inappropriate comments. Where the speaker fails to comply with the chairperson's request, the chairperson may immediately require the person to stop speaking.

9.3 Where a speaker engages in conduct of the type referred to in clause 9.1, the General Manager or their delegate may refuse further applications from that person to speak at public forums for such a period as the General Manager or their delegate considers appropriate.

9.4 Speakers do not have absolute privilege (parliamentary privilege). A speaker who makes any potentially offensive or defamatory remarks about any other person may render themselves open to legal action.

10. Conflict of Interest

10.1 Councillors (including the Mayor) must declare and manage any conflicts of interest they may have in relation to any item of business that is the subject of an address at a public forum, in the same way that they are required to do so at a council or committee meeting.

10.2 The council is to maintain a written record of all conflict of interest declarations made at public forums and how the conflict of interest was managed by the councillor who made the declaration meeting.

11. Livestreaming of Public Forums

11.1 Public forums must be livestreamed via council's website or a link published on the council's website.

11.2 The chairperson must inform persons attending the public forum that:
   a. the public forum is being recorded and livestreamed via the council's website, and
   b. person attending the public forum should refrain from making defamatory statements.

11.3 When applying to address the public forum, a person must provide their consent to broadcast their voice and image in the livestream and confirm that their address will not include any comments or information that may present legal risk.

11.4 A person's attendance at the public forum is to be taken by the chairperson that the person has agreed to be included in any livestream.

11.5 The recording of a public forum is to be made publicly available on the council's website for at least 12 months after the forum or for the balance of the council's term, whichever is the longer period.

12. Participation by members of the public at public forums by audio-visual link

12.1 Members of the public are requested to make their representations at a public forum in person, however, may in their application request participation by audio visual link where relevant circumstances exist.

23 Land Classification - Lot 11 Section 5 DP979366, 109 Russell Street Emu Heights

Compiled by: **Rhi Slaughter, Project Officer**
Karen Luka, Program Manager

Authorised by: **Justin Day, Head of Property Investment**
Stephen Britten, Director Business Operations

Outcome	*Work together*
Strategy	*Manage resources sustainably for current and future generations*
Principal Activity	*Reduce Council's reliance on rateable income by progressively delivering the financial objectives of the Property Investment Strategy*

Previous Items: **Proposed Acquisition - Ordinary Meeting - 17 Nov 2025**

Executive Summary

The purpose of this report is to seek Council's resolution to classify Lot 11, Section 5, DP 979366, located at 109 Russell Street, Emu Heights, as operational land, in accordance with the requirements of Section 25 of the Local Government Act 1993.

Background

Council resolved at its Ordinary Meeting of 17 November 2025 to purchase an investment property at 109 Russell Street, Emu Heights. Settlement of the sale occurred 30 January 2026. An image of the property is included in Attachment 1.

Land Classification

Council is required to classify all public land under its ownership or control as "community" or "operational" land. In accordance with Section 31 of the LG Act, classification of public land can occur before acquisition or within 3 months of settlement (by 30 April 2026).

Current Situation

In accordance with Section 34 of the Local Government Act 1993, public notice of Council's intention to classify the subject land as operational was exhibited from 16 January to 13 February 2026. The notice was published in the *Western Weekender*. No submissions were received during the exhibition period.

Financial Implications

Any expenses incurred in relation to the classification of Lot 11 Sec 5 DP979366, being 109 Russell Street, Emu Heights as operational land will be funded from the Property Reserve.

Risk Implications

There are no risk implications for Council associated with this report.

Conclusion

As Council has met its public notification obligations under Section 34 of the Local Government Act 1993, and no objections were received, it is recommended that the subject land be classified as operational in accordance with Section 31 of the Act.

RECOMMENDATION

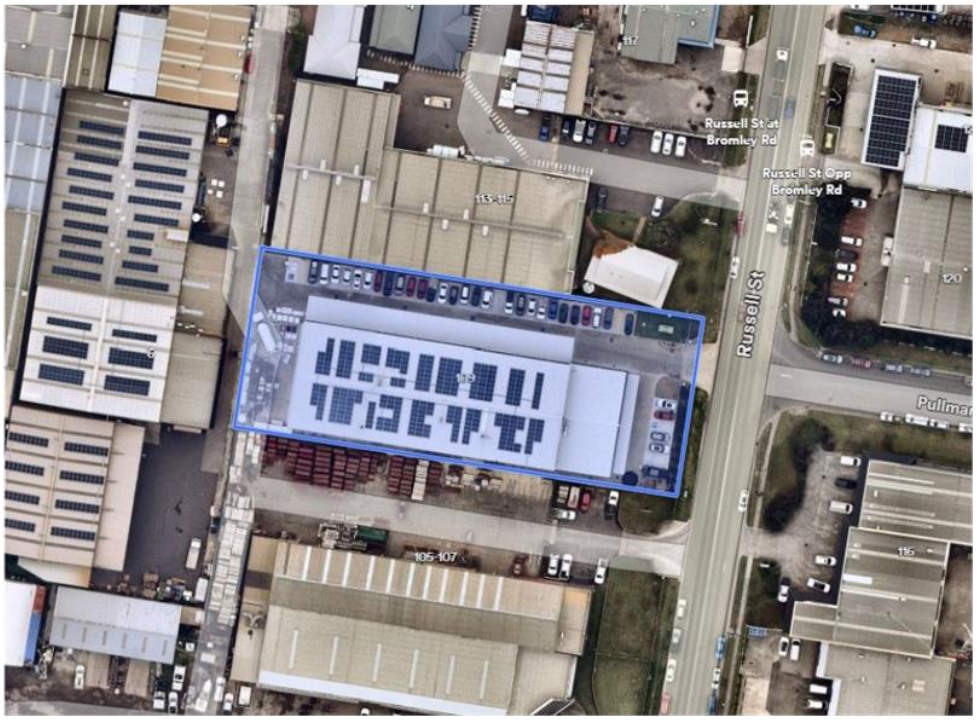
That:

1. The information contained in the report on Land Classification – Lot 11 Section 5 DP979366, 109 Russell Street, Emu Heights be received.
2. Lot 11 Section 5 DP979366, being 109 Russell Street, Emu Heights be classified as operational land in accordance with the Local Government Act 1993.

ATTACHMENTS/APPENDICES

1. Aerial- 109 Russell Street Emu Heights 1 Page Appendix

109 Russell Street, Emu Heights



24 Pecuniary Interest First Returns - Designated Persons

Compiled by: **Avanthi Fernando, Governance Officer**
Stuart Benzie, Governance Manager

Authorised by: **Adam Beggs, Head of Governance**

Outcome	*We have open and collaborative leadership*
Strategy	*Corporate Enablers*
Principal Activity	*Promote ethical behaviour through awareness and advice, and manage investigations of alleged corruption, maladministration or breaches of the Code of Conduct*

Executive Summary

According to *clause 4.21* of the *Model Code of Conduct for Local Councils in NSW 2020 (the Code)* "a Councillor or designated person must make and lodge with the General Manager a return in the form set out in schedule 2 of the Code, disclosing interests specified in *schedule 1* of the Code within three (3) months after becoming a Councillor or designated person, 30 June each year and the Councillor or designated person becoming aware of an interest they are required to disclose under Schedule 1 that has not been previously disclosed…".

As set out in *clause 4.21,* first returns must be completed and lodged within three (3) months of becoming a Councillor or designated person.

Designated persons include the General Manager, other senior staff, staff and a member of a committee of the Council holding a position identified by the Council as a position of a designated person because it involves the exercise of certain functions of the Council.

This report details a list of first returns lodged by Designated Persons.

Current Situation

Part 4 of the *Model Code of Conduct for Local Councils* regarding the registration and tabling of returns lodged by Councillors and designated persons prescribes that:

- the General Manager must keep a register of returns required to be lodged with the General Manager under c*lause 4.21*, using the form set out in *schedule 2* of the Code (*clause 4.24*)

- returns required to be lodged with the General Manager under *clause 4.21(a)* (first returns) and *(b) (annual returns)* must be tabled at the first Meeting of the Council after the last day the return is required to be lodged (*clause 4.25*).

A register of all returns lodged by Councillors and designated persons, in accordance with *clause 4.21* of the *Code of Conduct*, is currently kept by Council as required by this part of the Code.

Returns lodged under *clause 4.21* are to be made publicly available in accordance with the *Government Information (Public Access) Act 2009*. Accordingly, returns will be available on Council's website subject to redaction, where permitted in accordance with public interest

principles and applicable guidelines. Consultation is undertaken with designated persons before being published.

The following *Clause 4.21(a)* first returns under the Code of Conduct for Local Councils have been lodged:

Name	Position Title	Start Date	Date Lodged
Darren Greentree	ARIC Chair	01/12/2025	14/02/2026

Financial Implications

There are no financial implications for Council associated with this report.

Risk Implications

Councillors and designated persons are required to disclose pecuniary interests listed in Schedule 1 in accordance with *clause 4.21* of the Model Code. The disclosures of pecuniary interests are expected to uphold Councillors' and designated persons' honest and responsible conduct while executing their duties and to minimise possible breaches of pecuniary interest obligations set out in the Code. The management of Council's pecuniary interest returns are one of a series of measures implemented to manage risks associated with decision making throughout the organisation.

Conclusion

The first returns were completed and lodged prior to the due date and are kept in a register held by the Governance Department.

First returns will be available on Council's website subject to redaction, where permitted in accordance with public interest principles and applicable guidelines.

RECOMMENDATION

That:

1. The information contained in the report on Pecuniary Interest First Returns - Designated Persons be received.
2. All Pecuniary Interest First Returns lodged be made publicly available in accordance with the requirements of the *Government Information (Public Access) Act 2009* subject to appropriate redactions.

ATTACHMENTS/APPENDICES

There are no attachments for this report

25 Summary of Investments and Banking for the period 1 February 2026 - 28 February 2026

Compiled by: **James Legarse, Treasury and Operations Accountant**

Authorised by: **Neil Farquharson, Chief Financial Officer**
Matthew Bullivant, Director Corporate Services

Outcome	*Work together*
Strategy	*Manage resources sustainably for current and future generations*
Principal Activity	*Ensure the organisation's sustainability through effective integrated planning and reporting including strategic finance, asset, workforce and project management*

Executive Summary

This report on the Summary of Investments & Banking for February 2026 is submitted for the purpose of financial accountability and to satisfy the investment reporting requirements of the Local Government (General) Regulation 2005 (clause 212), the Local Government Act 1993 (the Act) (Section 625) and the Council's Investment Policy.

The report certifies that the Council investments comply with the forms of investment made by order of the Minister under section 625(2) of the Local Government Act 1993. The current Ministerial Order was issued under Council Circular 11-01 on 17 February 2011.

The report provides a summary of investments for the period 1 February 2026 to 28 February 2026 and a reconciliation of invested funds as at 28 February 2026.

The investment returns versus the benchmark as a percentage for February 2026 are:

- Council portfolio current month's yield 4.51%
- Council portfolio annualised yield to date 4.76%
- 90-day Bank Bill Swap Rate (Benchmark) 3.95%
- Enhanced 90-day Bank Bill Swap Rate (Benchmark – BBSW + 30bps) 4.25%
- Original Budget estimated return (2025/26 Financial Year) 4.25%

The report recommends that the information contained in the report be received.

Current Situation

A Summary of Investments is shown in Appendix 1, including Economic Commentary for February 2026, Historical Investment Performance Analysis tables and charts, a reconciliation of Invested Funds for February 2026 and various Investment Summary and Investment Portfolio analysis tables and charts.

The Reserve Bank of Australia (RBA) last met on 3 February 2026, and the Board has increased the cash rate target by 25 basis points to 3.85 per cent in response to inflation rising again in the second half of 2025. Despite earlier progress, stronger-than-expected private demand, tightening capacity pressures, and continued momentum in the housing market have contributed to inflation remaining above target. Labour market conditions also remain slightly tight, with low unemployment and strong wage growth sustaining cost pressures. While some inflation drivers are temporary, the Board judged that underlying demand and capacity constraints warrant higher interest rates.

It will continue to closely monitor domestic and global economic developments, focusing on inflation, labour market trends and financial conditions, in line with its mandate for price stability and full employment. The decision was unanimous.

At the time of committing this report to the Business Paper, the RBA was scheduled to meet again (16 &17 March 2026). An announcement on whether the RBA will keep interest rates on hold or further increase them is expected to be announced at 2:30pm on Tuesday 17 March 2026. Some economic analysts (Westpac and NAB's Chief Economists) are suggesting that that the RBA will further increase rates following the RBA meeting.

Financial Implications

Adopting the recommendations of this report confirms Council's investment returns are favourably exceeding the Original Budget, as well as outperforming the benchmark for the month. Having said that, we will need to continue to monitor the returns against the budget over the remaining 4 months of the financial year, as the monetary policy position of the RBA change.

More detailed Financial Implications are contained in Appendix 1.

Risk Implications

The Council's investments have been placed in accordance with Section 625 of the Local Government Act 1993, relevant regulations, and the Council's adopted Investment Policy. The Council's Investment Policy has objectives to preserve capital, ensure liquidity of funds to meet cash flow requirements and achieve an acceptable rate of return having reference to the Council's risk tolerance.

Conclusion

This report confirms that the Council's investments have been placed in accordance with relevant legislation/regulations, the Council's Investment Policy and highlights the Council's investment performance for February 2026. Additionally, the report assures the Council that Council's Cash Book and Bank Statements have been reconciled.

Certificate of Responsible Accounting Officer

I hereby certify the following:

1. All investments have been made in accordance with Section 625 of the Local Government Act 1993, relevant regulations, and Council's Investment Policy.
2. The Council's Cash Book and Bank Statements have been reconciled as at 28 February 2026.

Neil Farquharson

RECOMMENDATION

That:

1. The information contained in the report on Summary of Investments and Banking for the period 1 February 2026 - 28 February 2026 be received
2. The Council's Cash Book and Bank Statements have been reconciled as at 28 February 2026.

ATTACHMENTS/APPENDICES

1. Investment Report as at 28 February 2026 6 Pages Appendix

Penrith City Council

Summary of Investments
28 February 2026

Commentary

The Reserve Bank of Australia (RBA) last met on 3 February 2026, and the Board has increased the cash rate target by 25 basis points to 3.85 per cent in response to inflation rising again in the second half of 2025. Despite earlier progress, stronger-than-expected private demand, tightening capacity pressures, and continued momentum in the housing market have contributed to inflation remaining above target. Labour market conditions also remain slightly tight, with low unemployment and strong wage growth sustaining cost pressures. While some inflation drivers are temporary, the Board judged that underlying demand and capacity constraints warrant higher interest rates. It will continue to closely monitor domestic and global economic developments, focusing on inflation, labour market trends and financial conditions, in line with its mandate for price stability and full employment. The decision was unanimous.

It is to be noted, as illustrated in Graph 1 of this report, both Council's benchmarks of BBSW monthly return and Enhanced BBSW have been surpassed in February 2026, showing the impact of the continued improvements in interest rates being invested. To ensure consistency and accuracy in calculating the Council Investment Portfolio's month-end return, the monthly rate of return for TCorp's Long-term Growth Fund has been revised to align with the fund's 1-year return, as reported in TCorp's monthly Performance Summary, rather than the monthly return. This change will smooth out fluctuations and has been backdated to the month when the Council initially invested in the Long-term Growth Fund (March 2025). As a result of this update, the Council's Monthly Net Return (Annualised) has shown a significantly wider deviation from the benchmark figures. The Council remains proactive in securing the best interest rates on offer at the time the funds are invested.

Australia's 10-year bond yield climbed toward 4.80% as stronger-than-expected GDP data and rising geopolitical risks kept the possibility of further RBA policy tightening in focus. Borrowing rates for both businesses and households remain consistent with the RBA cash rate and Bank Bill Swap Rate. The Australian dollar is at the low end of its narrow range of recent times.

Australia's annual inflation held at 3.8% in January, remaining above the RBA's 2–3% target as higher goods prices - particularly a sharp rise in electricity costs - offset easing services inflation. The trimmed mean rose to 3.4%, and monthly CPI increased 0.4%, indicating price pressures remain broad-based despite some moderation from December 2025. The January 2025 unemployment rate remained static to 4.1%, the same as previous month's result. Noting, February 2026 result has not been published at the time of writing this report.

The investment returns versus the benchmark and annual budget as a percentage for February 2026 are:

Council portfolio current month's yield	4.51%
Council portfolio annualised yield to date	4.76%
90-day Bank Bill Swap Rate (Benchmark)	3.95%
Enhanced 90-day Bank Bill Swap Rate (Benchmark – BBSW + 30bps)	4.25%
Original budget estimated return (2025/26 Financial Year)	4.25%

Penrith City Council
Historical Investment Performance

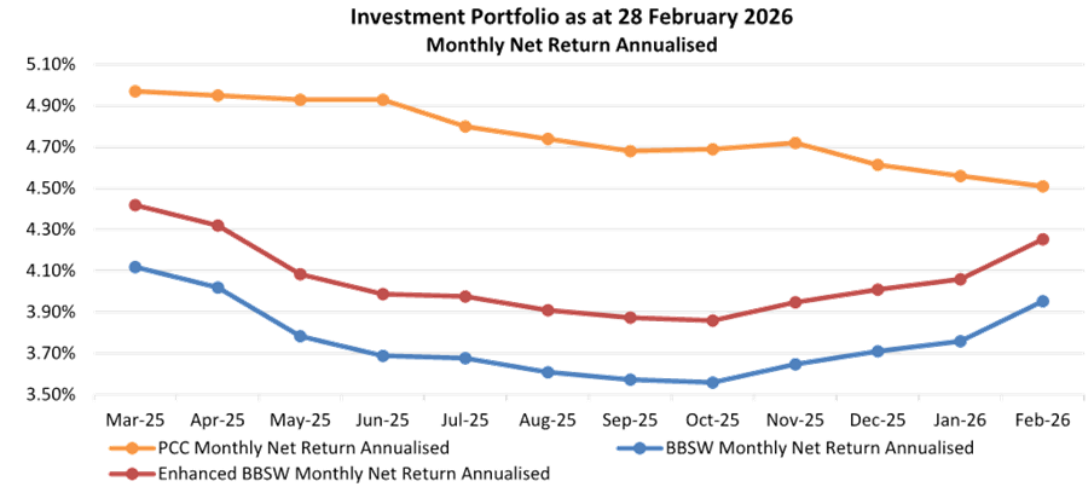
Table 1

	Actual Portfolio Monthly Return	Benchmark (BBSW)	Enhanced Benchmark (BBSW+30bps)
Current Portfolio Yield (including FRNs)	4.51%	3.95%	4.25%
Past 12 Month Portfolio Performance	4.76%	3.76%	4.00%
Portfolio Return for the Period	0.38%	0.33%	0.35%

Portfolio Yield (Actual Versus Benchmark)

The annual weighted average income return on investment for February 2026 was 4.76%. This graph tracks performance over time and shows that the yield has ranged between a high of 4.97% and a low of 4.51% over the last 12 months. The reportable month's result has surpassed the BBSW monthly return benchmark.

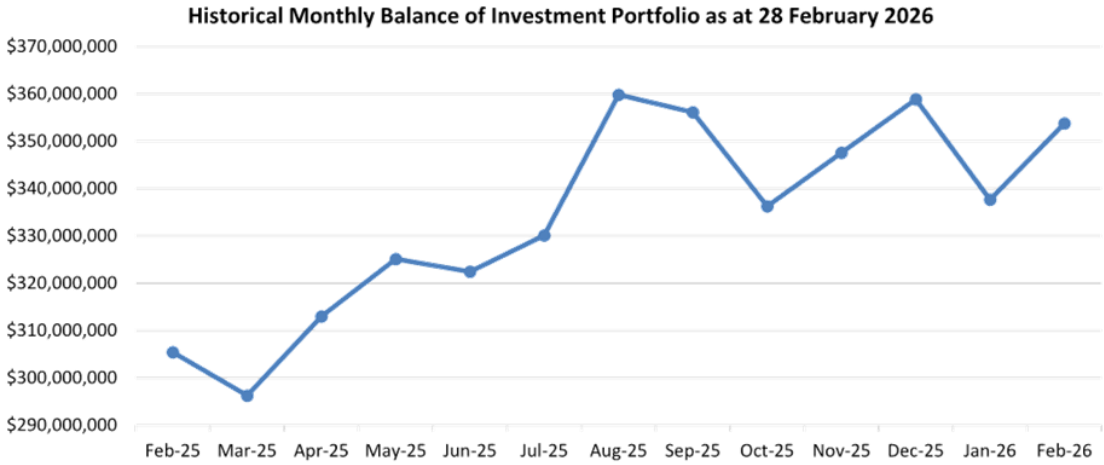
Graph 1



Annual Portfolio (Actual)

The graph below illustrates the annual trend of the Council's monthly Investment Portfolio balances.

Graph 1.1



Penrith City Council

Investment Summary by Asset Group and Monthly Movement

Table 1.1

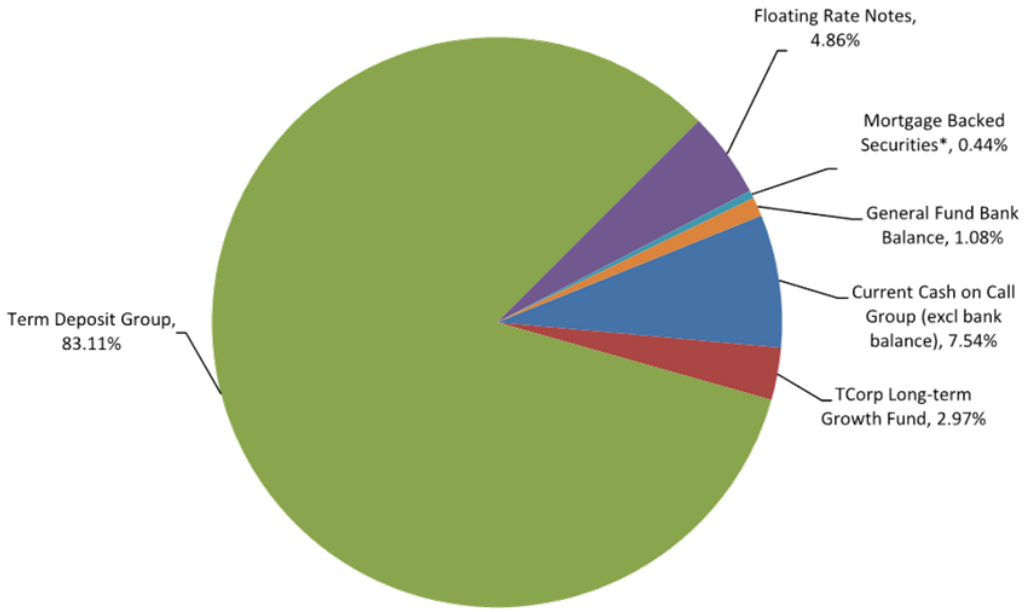
Asset Group	Closing Value (Face Value) 31 January 2026		Closing Value (Face Value) 28 February 2026	
	$	%	$	%
Current Cash on Call Group (excl bank balance)	21,878,199	6.48%	26,656,097	7.54%
TCorp Long-term Growth Fund	10,414,005	3.08%	10,498,644	2.97%
Term Deposit Group	285,000,000	84.41%	294,000,000	83.11%
Floating Rate Notes	17,200,000	5.09%	17,200,000	4.86%
Mortgage Backed Securities*	1,610,319	0.48%	1,578,416	0.44%
Sub-Total	***336,102,523***		***349,933,157***	
General Fund Bank Balance	1,559,933	0.46%	3,820,503	1.08%
Total	**337,662,456**	**100%**	**353,753,660**	**100%**

**MBS Purchased in 2006/2007 prior to the current Ministerial Investment Order. This product is being 'Grandfathered' – i.e., the Council will continue to actively manage these investments within the portfolio. However, the Council is not permitted to place further funds in this bank, due to its credit rating.*

February 2026 Investments % Allocation by Asset Groups

The graph below illustrates the dissection of the Council's Portfolio per investment products or categories.

Graph 1.2



Penrith City Council

Reconciliation of Invested Funds and Monthly Movement

Table 1.2

	Period Ending 31 January 2026		Period Ending 28 February 2026	
	$	%	$	%
Represented by:				
Externally Restricted Assets				
Section 7.11 Developer Contributions	116,475,617	34.64%	125,431,298	35.46%
Restricted Contributions for Works	5,324,448	1.58%	5,303,659	1.50%
Unexpended Grants*	45,572,985	13.55%	53,658,547	15.17%
Unexpended Loan Funds	13,472,018	4.01%	13,396,115	3.79%
Other Externally Restricted	13,426,897	3.99%	17,855,634	5.05%
Total	**194,271,965**		**215,645,253**	
Internally Restricted Assets - Funding of Operations				
Internal Reserves	114,077,541	33.92%	101,383,315	28.66%
Security Bonds and Deposits - Payable	24,867,538	7.40%	24,292,018	6.86%
Total	**138,945,079**		**125,675,333**	
Restricted Assets Utilised in Operations				
Unrestricted Invested Funds	3,050,969	0.91%	12,433,074	3.51%
Total Invested Funds	**336,268,013**	**100.00%**	**353,753,660**	**100.00%**

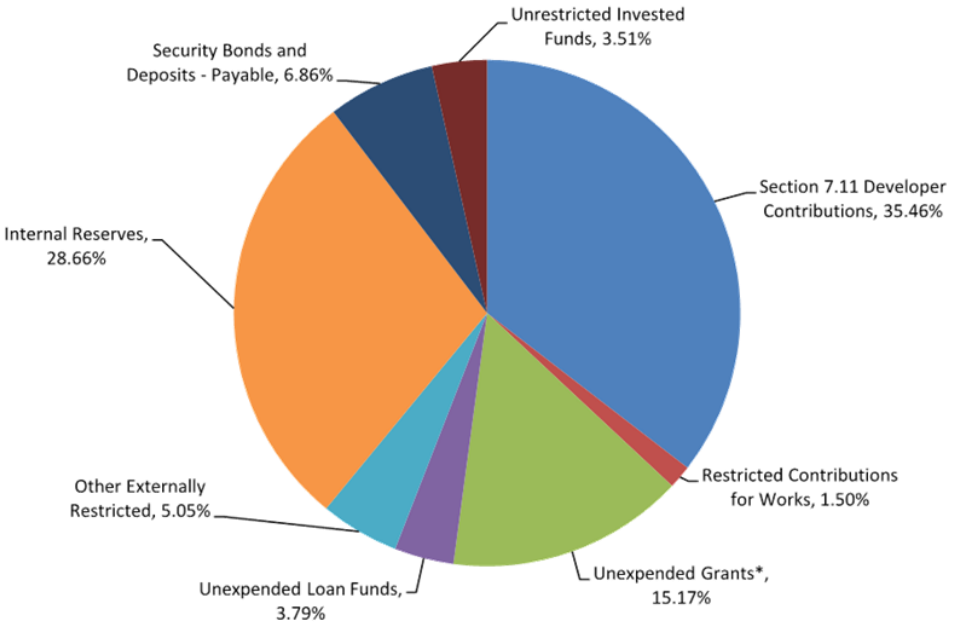
**Balance may be in deficit when funds are spent in advance of grant payment date to the Council.*

NOTE: *The above figures have been prepared under cash basis accounting.*

February 2026 Investments % Allocation by Cash Reserve Type

This graph demonstrates the allocation of the Council's cash reserves.

Graph 1.3



Penrith City Council

Investment Summary

(Graphed to reflect fund ratings as % of portfolio)

Table 1.3

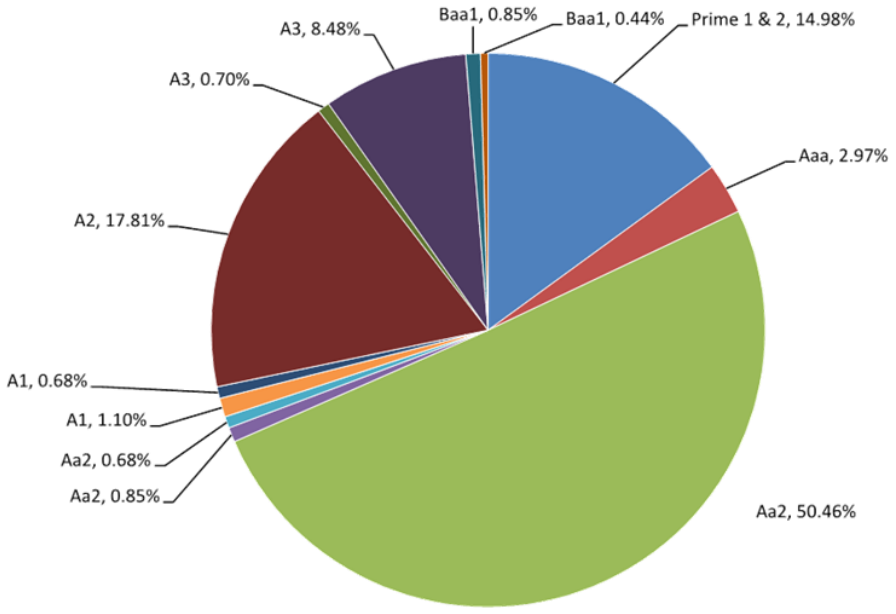
		28 February 2026		
Credit Exposure	**Bank/Financial Institution**	**$ Utilised**	**% Portfolio**	**% Policy Maximum**
Short Term				
Prime 1	CBA, NAB & Westpac	43,476,600	12.29%	100% (40% per institution)
Prime 2	AMP Bank, BOQ ING Bank & Rabobank	9,500,000	2.69%	5% (10% per institution)
Prime 1 & 2		***52,976,600***	14.98%	
Long Term				
Aaa	TCorp Long-term Growth Fund	10,498,644	2.97%	100% (40% per institution)
Aa2	Term Deposit (CBA,WBC & NAB)	178,500,000	50.46%	100% (40% per institution)
Aa2	Floating Rate Note (WBC)	3,000,000	0.85%	100% (40% per institution)
Aa2	Floating Rate Note (NAB)	2,400,000	0.68%	100% (40% per institution)
A1	Floating Rate Note (Suncorp)	3,900,000	1.10%	40% (25% per institution)
A1	Floating Rate Note (Macquarie Bank)	2,400,000	0.68%	40% (25% per institution)
A2	Term Deposit (Rabobank Australia Ltd)	63,000,000	17.81%	40% (20% per institution)
A3	Floating Rate Note (ING Bank)	2,500,000	0.70%	20% (10% per institution)
A3	Term Deposit (ING Bank)	30,000,000	8.48%	20% (10% per institution)
Baa1	Floating Rate Note (Bank of Queensland)	3,000,000	0.85%	Grandfathered
Baa1	Mortgage Backed Securities (Barclays Capital) *	1,578,416	0.44%	Grandfathered
Sub-Total		***300,777,060***	85.02%	
Total		**353,753,660**	**100.00%**	

**Investments placed prior to current Ministerial Order and/or financial institution's change in credit rating by Moody's. The product(s) is/are being 'Grandfathered' – i.e., the Council will continue to actively manage these investments within the portfolio. However, the Council is not permitted to place further funds in the bank(s), due to its/their credit rating.*

February 2026 Investments % Allocation by Moody's Fund Rating

Reflects Moody's fund ratings as percentage (%) of the portfolio, to show compliance with the Council's Investment Policy objectives of minimising risk.

Graph 1.4



Penrith City Council

Diversification of Portfolio

(Graphed to reflect fund ratings as % of portfolio)

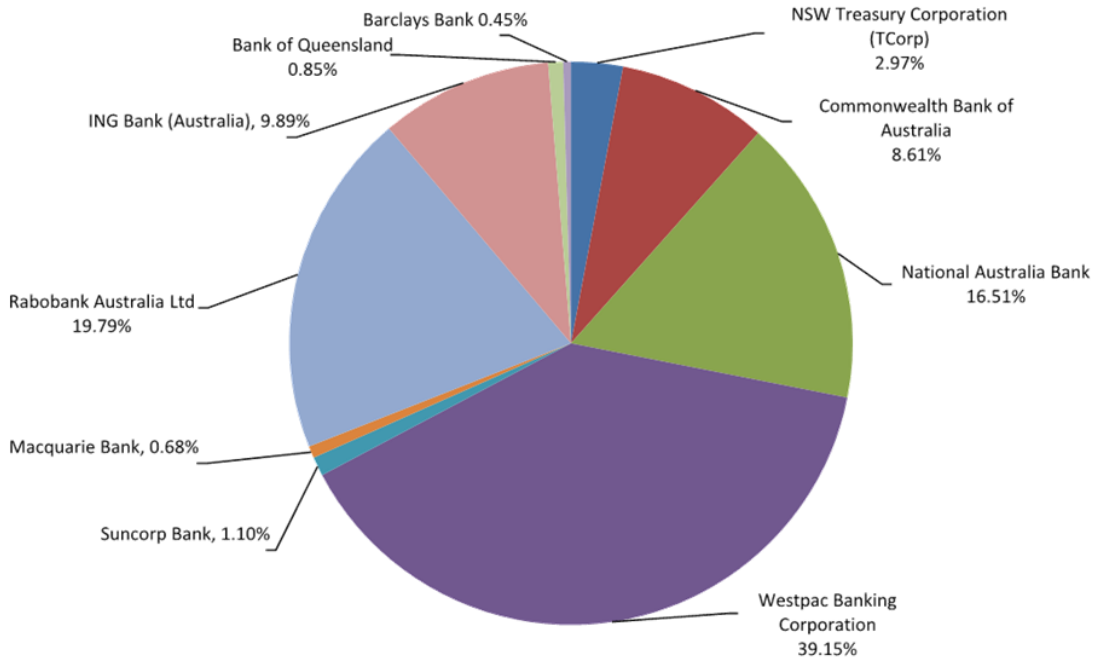
Table 1.4

			31 January 2026	
Dealing Bank	**Short Term**	**Long Term**	**Investment**	**% Allocation**
NSW Treasury Corporation (TCorp)	Prime 1	Aaa	10,498,644	2.97%
Commonwealth Bank of Australia	Prime 1	Aa3	30,476,600	8.61%
National Australia Bank	Prime 1	Aa3	58,400,000	16.51%
Westpac Banking Corporation	Prime 1	Aa3	138,500,000	39.15%
Suncorp Bank	Prime 1	A1	3,900,000	1.10%
Macquarie Bank	Prime 1	A2	2,400,000	0.68%
Rabobank Australia Ltd	Prime 2	A2	70,000,000	19.79%
ING Bank (Australia)	Prime 2	A3	35,000,000	9.89%
Bank of Queensland	Prime 2	Baa1	3,000,000	0.85%
Barclays Bank	Prime 2	Baa1	1,578,416	0.45%
Total Investment			**353,753,660**	**100.00%**

February 2026 Investment % Allocation by Financial Institutions (per Moody's Credit Ratings)

Reflects the spread of investments amongst various Financial Institutions to show portfolio diversification in accordance with the Council's Policy of risk aversion.

Graph 1.5



Confidential Business

DELIVERY PROGRAM REPORTS

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Pecuniary Interests

Other Interests

Monday March 23 2026

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3	Request for Major Event Sponsorship - Venues NSW, 2027 Women's NRL State of Origin	***2***

1 Presence of the Public

Everyone is entitled to attend a meeting of the Council and those of its Committees of which all members are Councillors, except as provided by Section 10 of the Local Government Act, 1993.

A Council, or a Committee of the Council of which all the members are Councillors, may close to the public so much of its meeting as comprises:

(a) the discussion of any of the matters listed below; or

(b) the receipt or discussion of any of the information so listed.

The matters and information are the following:

(a) personnel matters concerning particular individuals (other than Councillors);

(b) the personal hardship of any resident or ratepayers;

(c) information that would, if disclosed, confer a commercial advantage on a person with whom the council is conducting (or proposes to conduct) business;

(d) commercial information of a confidential nature that would, if disclosed:

- prejudice the commercial position of the person who supplied it; or
- confer a commercial advantage on a competitor of the Council; or
- reveal a trade secret.

(e) information that would, if disclosed, prejudice the maintenance of the law;

(f) matters affecting the security of the Council, Councillors, Council staff or Council property;

(g) advice concerning litigation, or advice that would otherwise be privileged from production in legal proceedings on the ground of legal professional privilege;

(h) information concerning the nature and location of a place or an item of Aboriginal significance on community land;

(i) alleged contraventions of any code of conduct requirements applicable under section 440.

The grounds on which part of a meeting is closed must be stated in the decision to close that part of the meeting and must be recorded in the minutes of the meeting.

The grounds must specify the following:

(a) the relevant provision of section 10A(2);

(b) the matter that is to be discussed during the closed part of the meeting;

(c) the reasons why the part of the meeting is being closed, including (if the matter concerned is a matter other than a personnel matter concerning particular individuals, the personal hardship of a resident or ratepayer or a trade secret) an explanation of the way in which discussion of the matter in open meeting would be, on balance, contrary to the public interest.

Members of the public may make representations at a Council or Committee Meeting as to whether a part of a meeting should be closed to the public

The process which should be followed is:

- a motion, based on the recommendation below, is moved and seconded
- the Chairperson then asks if any member/s of the public would like to make representations as to whether a part of the meeting is closed to the public
- if a member/s of the public wish to make representations, the Chairperson invites them to speak before the Council makes its decision on whether to close the part of the meeting or not to the public.
- if no member/s of the public wish to make representations the Chairperson can then put the motion to close the meeting to the public.

The first action is for a motion to be moved and seconded based on the recommendation below.

RECOMMENDATION

That:

Strategic Direction 4

2 PCC24/25-126 Premix Concrete

This item has been referred to Confidential Business as the report refers to information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business and discussion of the matter in open meeting would be, on balance, contrary to the public interest.

Strategic Direction 2

3 Request for Major Event Sponsorship - Venues NSW, 2027 Women's NRL State of Origin

This item has been referred to Confidential Business as the report refers to commercial information of a confidential nature that would, if disclosed (i) prejudice the commercial position of the person who supplied it; or (ii) confer a commercial advantage on a competitor of the Council; or (iii) reveal a trade secret and discussion of the matter in open meeting would be, on balance, contrary to the public interest.

ATTACHMENTS

Date of Meeting:	Monday 23 March 2026
Report Title:	Draft Voluntary Planning Agreement - 805 Mamre Road Kemps Creek
Attachments:	Draft Voluntary Planning Agreement - 805 Mamre Road Kemps Creek (Gibb Group)

Voluntary Planning Agreement

Draft 7

13 March 2026

Penrith City Council
ABN 43 794 422 563

Gibb Group Development Management Pty Ltd
ACN 651 475 508
(Developer)

805 Mamre NSW Pty Ltd (ACN 665 235 441) as trustee for the 805 Mamre NSW Logistics Property Trust
ABN 73 562 683 102
(Landowner)

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Agreement

Date

Parties

First party

Name	Penrith City Council (**Council**)
ACN	43 794 422 563
Contact	The General Manager
Telephone	02 4732 7777

Second party

Name	Gibb Group Development Management Pty Ltd (**Developer**)
ACN	651 475 508
Contact	Trent Delahunty, Senior Development Manager
Telephone	0437 579 823

Third Party

Name	805 Mamre NSW Pty Ltd (ACN 665 235 441) as trustee for the 805 Mamre NSW Logistics Property Trust (**Landowner**)
ABN	73 562 683 102
Contact	Byron Tisch, Director – Funds Management
Telephone	0403 301 366

Background

A. The Developer has the benefit of the Development Consent to carry out the Development on the Land.

B. Condition A34 of the Development Consent requires the Landowner to enter into a planning agreement with the Council in accordance with the terms of the offer conditionally accepted by Council on 22 September 2025.

C. Condition A35 of the Development Consent requires that the Dedication Land be dedicated to Council free of cost.

D. Condition B15 of the Development Consent requires that the Collector Road and Open Space Edge Road be constructed to the satisfaction of Council prior to the operation of the Development.

Operative part

1 Definitions

In this agreement, unless the context indicates a contrary intention:

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

Address means a party's address set out in the Notices clause of this agreement;

Approval means any certificate, licence, consent, permit, approval or other requirement of any Authority having jurisdiction in connection with the activities contemplated by this agreement;

Authority means any government, semi-governmental, statutory, administrative, fiscal or judicial body, department, commission, authority, tribunal, public or other person;

Background Report means the Mamre Road Precinct Development Contributions Plan Background Report Amendment 1 dated March 2025;

Bank Guarantee means an irrevocable and unconditional undertaking that is not limited in time and does not expire by one of the following trading banks:

(a) Australia and New Zealand Banking Group Limited,

(b) Commonwealth Bank of Australia,

(c) Macquarie Bank,

(d) National Australia Bank,

(e) St George Bank Limited,

(f) Westpac Banking Corporation, or

(g) Other financial institution approved by the Council,

to pay an amount or amounts of money to the Council on demand and containing terms and conditions reasonably acceptable to the Council;

Bond means a documentary performance bond which must be denominated in Australian dollars and be an unconditional undertaking issued by an Australian Prudential Regulation Authority (APRA) regulated authorised deposit taking institution or an insurer authorised by APRA to conduct new or renewal insurance business in Australia that has at all times an investment grade security rating from an industry recognised rating agency;

Business Day means a day on which banks are open for general banking business in Sydney, excluding Saturdays and Sundays;

Certificate of Practical Completion means the written certificate confirming the Works, or part of the Works, have been completed to the Council's satisfaction issued under clause 8.1(d) of Schedule 2;

Claim means any claim, loss, liability, damage, proceeding, order, judgment or expense arising out of the operation of this agreement;

Collector Road means the collector road identified as CR1 in Figure 7 of the Background Report;

Collector Road Conversion Works means the works required to connect the part of the Collector Road located on the Land to the parts of the Collector Road located on Lot

27 DP 258414 to the south and Lot 2001 DP 1036837 to the north as shown in orange in Annexure D, including converting both the southern turning head arrangement and the northern temporary private access road (including converting the northern curb alignment);

Collector Road Works means the works required to construct the part of the Collector Road that is located on the Land, as set out in Item 1 of Schedule 1 and shown in Annexure C;

Complying Development Certificate has the same meaning as in the Act;

Construction Certificate means a construction certificate as defined under section 6.4 of the Act;

Construction Terms means the terms set out in Schedule 2;

Contributions means the dedication of land, the payment of money or the carrying out of Works required under this agreement;

Contributions Plan means the Amendment 1 *Mamre Road Precinct Development Contributions Plan 2022* adopted by Council resolution on 25 August 2025 and which took effect on 1 September 2025;

CPI means the All Groups Consumer Price Index applicable to Sydney published by the Australian Bureau of Statistics;

Damages means all liabilities, losses, damages, costs and expenses, including legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties;

Dealing, in relation to the Land, means, without limitation, selling, transferring, assigning, mortgaging, charging, encumbering or otherwise dealing with the Land;

Dedication Land means that part of the Land to be dedicated to Council in accordance with this agreement, as described in Schedule 1 and indicatively shown on the plan at Annexure A;

Development means the development approved by the Development Consent;

Development Application has the same meaning as in the Act;

Development Consent means the consent granted by a delegate of the Minister for Planning and Public Spaces on 11 December 2025 known as SSD-30871587 for Demolition of existing structures, bulk earthworks, subdivision of Lot 26 into eight lots, construction of public roads and an interim access to Mamre Road, site servicing, stormwater infrastructure and the construction and operation of two warehouses with ancillary office space, car parking, landscaping and signage on the Land and Part Lot 2001 in DP 1036837;

Easement Terms means the terms of a public access easement as set out in Schedule 3;

Fax Number means a party's facsimile number set out in the Notices clause of this agreement;

GST has the same meaning as in the GST Law;

GST Law has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition of or administration of the GST;

Handover means, with respect to any Works, the time Council takes possession of and assumes responsibility for the work in accordance with the Construction Terms;

Insolvent means, in relation to a party:

(a) that party makes an arrangement, compromise or composition with, or assignment for, the benefit of its creditors or a class of them;

(b) a receiver, receiver and manager, administrator, provisional liquidator, trustee, controller, inspector or analogous person is appointed in relation to, or over, all or any part of that party's business, assets or securities;

(c) a presumption of insolvency has arisen under legislation because of the party's failure to comply with a statutory demand or analogous process;

(d) an application for the winding up of, or for the appointment of a receiver to, that party, other than winding up for the purpose of solvent reconstruction or re amalgamation, is presented and not withdrawn or dismissed within 21 days (or such longer period agreed to by the parties), or an order is made or an effective resolution is passed for the winding up of, or for the appointment of a receiver to, that party, or any analogous application is made or proceedings initiated;

(e) any shareholder or director of that party convenes a meeting for the purpose of considering or passing any resolution for the winding up or administration of that party;

(f) that is an individual, a creditor's petition or a debtor's petition is presented to the Official Receiver or analogous authority in relation to that party;

(g) an execution or analogous process is levied or enforced against the property of that party;

(h) that party ceases or suspends, or threatens to cease or suspend, the conduct of all or a substantial part of its business;

(i) that party disposes of, or threatens to dispose of, a substantial part of its assets;

(j) that party stops or suspends, or threatens to stop or suspend, payment of all or a class of its debts; or

(k) that party is unable to pay the party's debts as and when they become due and payable;

Land means Lot 26 of DP 258414 known as 805-817 Mamre Road, Kemps Creek;

Law means:

(a) any law applicable including legislation, ordinances, regulations, by-laws and other subordinate legislation;

(b) any Approval, including any condition or requirement under it; and

(c) any fees and charges payable in connection with the things referred to in paragraphs (a) and (b);

Maintain means works to bring an item to or keep an item in a state of reasonable condition and in accordance with relevant standards applicable at the time of construction of the item, including repairing any defects due to use of poor materials or due to poor workmanship, but does not include repairing normal wear and tear, removing graffiti or repairing any item damaged as a consequence of vandalism. **Maintained** and **Maintenance** have corresponding meanings;

Modification Application means any application to modify the Development Consent under section 4.55 of the Act;

Monetary Contribution means the monetary contribution payable by the Developer under clause 6.1 of this agreement;

Occupation Certificate means an occupation certificate as defined under section 6.4 the Act;

Open Space Edge Road means the road identified in Figure 12 of the *Mamre Road Precinct Development Control Plan 2021* as the Open Space Edge Road;

Open Space Edge Road Works means the works required to construct that part of the Open Space Edge Road located on the Land as shown in Annexure E;

Permitted Encumbrances means any encumbrance, including easements, restrictions of use and covenants that will not interfere or obstruct the intended use and purpose of the Dedicated Land that are:

(a) in favour of any utility service providers;

(b) required by any Authority;

(c) required by this agreement; or

(d) requested by the Developer which is reasonably necessary for the Development or development on land adjacent to the Land, as agreed in writing by the Council, acting reasonably and promptly;

Public Access Land means that part of the Land to be made accessible to the public as marked (T) on the plan set out in Annexure A;

Public Reserve has the same meaning as in the *Local Government Act 1993*;

Public Road has the same meaning as in the *Roads Act 1993*;

Register means the Torrens title register maintained under the *Real Property Act 1900* (NSW);

Regulation means the *Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021*;

Subdivision Certificate means a subdivision certificate defined under section 6.4 of the Act;

Subdivision Works Certificate means a subdivision works certificate defined under section 6.4 of the Act;

Surplus Credit has the meaning given to that term in clause 6.5;

Works means the works required to be delivered by the Developer under this agreement, clause 6.2 and Schedule 1.

2 Interpretation

In this agreement, unless the context indicates a contrary intention:

(a) (**documents**) a reference to this agreement or another document includes any document which varies, supplements, replaces, assigns or novates this agreement or that other document;

(b) (**references**) a reference to a party, clause, paragraph, schedule or annexure is a reference to a party, clause, paragraph, schedule or annexure to or of this agreement;

(c) (**headings**) clause headings and the table of contents are inserted for convenience only and do not affect interpretation of this agreement;

(d) (**person**) a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity and their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns;

(e) (**party**) a reference to a party to a document includes that party's personal representatives, executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;

(f) (**president, General Manager, CEO or managing director**) the president, General Manager, CEO or managing director of a body or Authority means any person acting in that capacity;

(g) (**requirements**) a requirement to do any thing includes a requirement to cause that thing to be done, and a requirement not to do any thing includes a requirement to prevent that thing being done;

(h) (**including**) including and includes are not words of limitation, and a list of examples is not limited to those items or to items of a similar kind;

(i) (**corresponding meanings**) a word that is derived from a defined word has a corresponding meaning;

(j) (**singular**) the singular includes the plural and vice-versa;

(k) (**gender**) words importing one gender include all other genders;

(l) (**parts**) a reference to one or more things includes each part and all parts of that thing or group of things but nothing in this clause implies that part performance of an obligation constitutes performance of that obligation;

(m) (**rules of construction**) neither this agreement nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting;

(n) (**legislation**) a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under it;

(o) (**time and date**) a reference to a time or date in connection with the performance of an obligation by a party is a reference to the time and date in City or State, Australia, even if the obligation is to be performed elsewhere;

(p) (**joint and several**) an agreement, representation, covenant, right or obligation:

(i) in favour of two or more persons is for the benefit of them jointly and severally; and

(ii) on the part of two or more persons binds them jointly and severally;

(q) (**writing**) a reference to a notice, consent, request, approval or other communication under this agreement or an agreement between the parties means a written notice, request, consent, approval or agreement;

(r) (**replacement bodies**) a reference to a body (including an institute, association or Authority) 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 power or functions;

(s) (**Australian currency**) a reference to dollars or $ is to Australian currency;

(t) (**month**) a reference to a month is a reference to a calendar month; and

(u) (**year**) a reference to a year is a reference to twelve consecutive calendar months.

3 Planning Agreement under the Act

(a) The parties agree that this agreement is a planning agreement within the meaning of section 7.4 of the Act.

(b) Schedule 4 of this agreement summarises the requirements for planning agreements under s 7.4 of the Act and the way this agreement addresses those requirements.

4 Application of this agreement

This agreement applies to:

(a) the Development, and

(b) the Land, including the Dedication Land.

5 Operation of this agreement

This agreement commences on and from the date it is executed by all parties.

6 Contributions to be made under this agreement

6.1 *Monetary Contribution*

(a) Subject to clause 6.4, the Developer will pay to Council a monetary contribution calculated in accordance with the following formula:

Monetary Contribution = NDA x CA

Where:

"NDA" is the number of hectares comprised in the 'Net Developable Area' for the Development being (as calculated in accordance with the Contributions Plan); and

"CA" is the contribution rate per hectare, which:

(i) at the date of the agreement is $710,556; and

(ii) is adjusted in accordance with section 2.2.2 of the Contributions Plan at the date of payment.

(b) Subject to clause 6.4, the Monetary Contribution:

(i) must be paid to Council prior to the issue of the first Occupation Certificate for any part of the Development;

(ii) must be paid by way of bank cheque in favour of Council or by deposit by means of electronic funds transfer into an account specified by Council.

(iii) will be taken to have been made when the Council notifies the Developer in writing that the bank cheque has been received and cleared funds or electronic funds have been deposited in the Council's bank account.

6.2 *Works*

(a) The Developer will carry out the Works in accordance with this agreement, including the Construction Terms, and any Development Consent or other Approval granted for the Works.

(b) The Works or any part of the Works required under this agreement will be taken to have been completed for the purposes of this agreement when a Certificate of Practical Completion has been issued for those Works.

(c) The Works or any part of the Works required under this agreement will be taken to have been delivered to Council on Handover in accordance with the Construction Terms.

(d) The Works must be delivered to the Council within the timeframes set out in Column 3 of the Table in Schedule 1.

(e) The parties agree and acknowledge that the Works serve the public purpose of the provision of transport and road infrastructure, public amenities or public services for public use and operation of the Mamre Road Precinct.

(f) The parties acknowledge and agree that the Developer's completion of Item 3 of the Table in Schedule 1 *'Collector Road Conversion Works'* is dependent on the completion of that part of the Collector Road located on the lots adjoining the Land to the north and south.

6.3 *Dedication of Land*

(a) The Developer must dedicate or cause to be transferred to the Council, at no cost to the Council, the Dedication Land freed and discharged from all estates, interests, trusts, restrictions, dedications, reservations, easements, rights, charges, rates and contracts in, over or in connection with the land, including but not limited to, municipal rates and charges, water rates and land tax (except for any Permitted Encumbrances).

(b) The Developer must take all steps, prepare all documents and meet all costs required to dedicate the Dedication Land including, but not limited to:

(i) removing any encumbrances on the title to the land other than Permitted Encumbrances;

(ii) creating an interest in land in favour of Council if required;

(iii) subdividing the Land to create a separate lot for the Dedication Land;

(iv) preparing and lodging documents for registration;

(v) obtaining the consent of any other parties to the registration of the relevant documents; and

(vi) attending to any requisition relating to any dealing or document lodged for registration.

(c) The obligation to dedicate any Dedication Land will be taken to have been satisfied when either:

(i) The Dedication Land is dedicated as a Public Road to Council by operation of the registration of a plan of subdivision in accordance with section 9 of the *Roads Act 1993* (NSW); or

(ii) a Certificate of Title is issued by NSW Land and Property Information for the whole of the Dedication Land identifying the Council as the registered proprietor of that land without encumbrances as required by clause 6.3(a).

(d) For the avoidance of doubt, all Works required by this agreement to be carried out on the Dedication Land other than the Collector Road Conversion Works must be completed in accordance with clause 6.2 prior to the Dedication Land being dedicated to Council.

(e) The Dedication Land must be dedicated or transferred to Council in accordance with the timeframe set out in Column 3 of the Table in Schedule 1.

6.4 *Credit for Works and Dedication Land*

(a) Council agrees that:

(i) the delivery of the Works to the Council's satisfaction; and

(ii) the dedication to Council of the Dedication Land,

will satisfy the Developer's requirement to pay the Monetary Contribution under clause 6.1 of this agreement.

(b) For the purposes of clause 6.4(a), Council agrees to apply a credit against the Monetary Contribution to the value of each item of Work and each item of the Dedication Land as identified in Column 4 of the Table in Schedule 1, to be indexed in accordance with the Contributions Plan at the date of the delivery of the relevant item of Work or dedication of the relevant item of Dedication Land.

(c) For the avoidance of doubt, nothing in this agreement:

(i) requires Council to apply a credit against the Monetary Contribution for the value of an item of Work prior to the delivery of that item of Work in accordance with this agreement, or for the value of an item of the Dedication Land prior to the dedication of that item of Dedication Land in accordance with this agreement;

(ii) requires Council to refund or repay any Monetary Contributions; or

(iii) exempts the Developer from paying the Monetary Contributions not subject to a credit in accordance with this clause 6.4.

6.5 *Recognition of Surplus Credit*

(a) If the combined value of the Development Contributions, as identified in Column 4 of the Table in Schedule 1, exceeds the Monetary Contribution, Council will, upon receipt of a written request from the Developer demonstrating the exceedance, recognise the amount of the exceedance as a Surplus Credit.

(b) The Developer may utilise a Surplus Credit recognised by Council under clause 6.5(a) to discharge, in whole or part, the Developer's liability to make a development contribution pursuant to the Contributions Plan in connection with:

(i) future development on the Land which does not form part of the Development;

(ii) any development at 1080 Mamre Road, Kemps Creek;

(iii) any development at 1 – 51 Aldington Road, Kemps Creek; and

(iv) any development on any other land to which the Contributions Plan applies.

(c) In the event that a Surplus Credit has not been used (in whole or part) to discharge the Developer's liability to make a development contribution as proposed in clause 6.5(b), the Council agrees that it will, upon written request of the Developer, pay the outstanding Surplus Credit to the Developer only if:

(i) such a request is made once all of the local infrastructure detailed in the Contributions Plan has been fully delivered; and

(ii) the Council holds surplus funds collected under the Contributions Plan that is available to be paid to the Developer.

6.6 *Maintenance and Rectification of Defects*

(a) The Developer must Maintain the Works and rectify any defects after Handover of the Works in accordance with the Construction Terms.

(b) The Developer must Maintain the Rear Portion of the RE1 Land (as described in Schedule 1) for the period commencing on the date of dedication of that land to Council and expiring 12 months from the date on which Council advises the Developer in writing that a permanent connection of the Open Space Edge Road to the broader public road network has been achieved. Maintenance of the Rear Portion of the RE1 Land must be to the same standard as RE1 zoned land managed by Council including, where relevant:

(i) regular mowing;

(ii) weed removal;

(iii) management and removal of green waste; and

(iv) maintenance of existing drainage.

6.7 *Public Access and Easements*

(a) Subject to clause 6.3, the Developer will, at no cost to Council, register an easement in gross burdening the Public Access Land in favour of the Council permitting public access to the Public Access Land and generally in accordance with the Easement Terms.

(b) Any requirement to register an easement, covenant or other instrument against the title to the Land will be satisfied when the Developer provides to the Council a copy of the relevant title search showing the registration of the instrument.

(c) Any easement, required under clause 6.7(a) must be registered prior to the issue of a Subdivision Certificate for any stage of the Development.

(d) The parties agree that the easement required under clause 6.7(a) will cease to operate and have no effect once the Collector Road has been connected to the Public Road network and the Council agrees to do all things reasonably necessary to assist the Developer in removing the easement from the folios of the Register for the Land.

(e) The parties agree that the proposed easement under this clause will serve the following public purposes:

(i) To increase the amount of and improve existing public open space areas in the vicinity of the Land;

(ii) To improve pedestrian circulation and the amenity of the public domain in the vicinity of the Land.

6.8 *Access to Council owned land*

(a) The Council agrees to permit the Developer, upon receiving at least 10 Business Days' prior notice, to enter, pass through or occupy any Council owned or controlled land in order to enable the Developer to properly perform its obligations under this agreement. Nothing in this clause creates or gives the Developer any estate or interest in any part of the Council owned or controlled land.

(b) The Developer indemnifies the Council, its employees, officers, agents and contractors from and against all Claims in connection with the entry or access by the Developer to, or any presence of the Developer on, Council owned or controlled land for the purposes of performing their obligations under this agreement, except to the extent such Claim arises either directly or indirectly as a result of the Council or its employees, officers, agents, contractors or workmen's negligence, default, act or omission.

7 Application of s 7.11, s 7.12 and s 7.24 of the Act

(a) This agreement does not exclude the application of section 7.11 of the Act to the Development.

(b) This agreement does not exclude the application of section 7.12 of the Act to the Development.

(c) This agreement does not exclude the application of section 7.24 of the Act to the Development.

(d) The benefits under this agreement are to be taken into consideration in determining a development contribution under section 7.11 of the Act.

8 Registration of this agreement

8.1 *Landowner Interest*

The Landowner represents and warrants to the Council that on the date of this agreement it is the registered proprietor of the Land.

8.2 *Registration of this agreement*

(a) The Landowner agrees to procure the registration of this agreement under the *Real Property Act 1900* (NSW) in the relevant folios of the Register of the Land in accordance with section 7.6 of the Act.

(b) The Landowner, at its own expense, must:

(i) procure the lodgement of this agreement with the Registrar General as soon as reasonably practicable after this agreement comes into operation, but in any event, no later than 10 Business Days after that date;

(ii) procure the registration of this agreement by the Registrar General in the relevant folios of the Register for the Land as soon as reasonably practicable after this agreement is lodged for registration; and

(iii) provide documentary evidence that the registration of this agreement has been completed to Council within 5 Business Days of receiving confirmation that the registration has occurred.

(c) The Landowner warrants that, as at the date of this agreement, it has obtained the consent of each person who has an estate or interest in the Land registered under the *Real Property Act 1900* (NSW) or is seized or possessed of an estate or interest in the Land to the registration of this agreement on title.

(d) The Landowner, at its own expense will, promptly after the execution of this agreement, take all practical steps, and otherwise do anything that the Council reasonably requires to procure:

(i) An acceptance of the terms of this agreement and an acknowledgement in writing from any existing mortgagee in relation to the Land that the mortgagee will adhere to the provisions of this agreement if it takes possession of the Land as mortgagee in possession,

(ii) The execution of any documents; and

(iii) The production of the relevant duplicate certificates of title,

to enable the registration of this agreement in accordance with clause 8.2.

(e) The Landowner consents to the registration of the agreement in accordance with this clause 8.2.

8.3 *Removal from Register*

The Council will, at the Developer's cost, provide a release and discharge of this agreement so that it may be removed from the folios of the Register for the Land (or any part of it) provided the Council is satisfied the Developer has duly fulfilled its obligations under this agreement in respect of that part of the Land.

8.4 *Caveat*

(a) The Developer acknowledges and agrees that:

(i) when this agreement is executed, 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 section 74F(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 a caveat over the Land notifying that interest;

(ii) it will not object to the Council lodging a caveat in the relevant folios 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.

(b) The Council must, at Developer's cost, register a withdrawal of any caveat in respect of the Land within five Business Days after the Developer complies with clause 8.2.

(c) The Developer must notify the Council within 5 Business Days after the registration of any subdivision plan that creates a separate lot for the Dedication Land or any part of the Dedication Land.

(d) The Developer acknowledges and agrees that, in the event a separate lot is created for the Dedication Land or any part of the Dedication Land, it will not object to Council lodging a caveat in the relevant folios of the Register for that land, nor will it seek to remove any such caveat lodged by Council, until the relevant part of the Land is dedicated to Council in accordance with this agreement.

9 Review of this agreement

9.1 *Review generally*

This agreement may be reviewed or modified in accordance with this clause 9.1:

(a) any review or modification of this agreement will be conducted in the circumstances and in the manner determined by the parties;

(b) no modification or review of this agreement will be of any force or effect unless it is in writing and signed by the parties to this agreement; and

(c) a party is not in breach of this agreement if it does not agree to an amendment to this agreement requested by a party in, or as a consequence of, a review.

10 Dispute Resolution

10.1 *Reference to Dispute*

If a dispute arises between the parties in relation to this agreement, the parties must not commence any court proceedings relating to the dispute unless the parties have complied with this clause, except where a party seeks urgent interlocutory relief.

10.2 *Notice of Dispute*

The party wishing to commence the dispute resolution process must give written notice (**Notice of Dispute**) to the other parties of:

(a) The nature of the dispute,

(b) The alleged basis of the dispute, and

(c) The position which the party issuing the Notice of Dispute believes is correct.

10.3 *Representatives of Parties to Meet*

(a) The representatives of the parties must promptly (and in any event within 10 Business Days of the Notice of Dispute) meet in good faith to attempt to resolve the notified dispute.

(b) The parties may, without limitation:

(i) resolve the dispute during the course of that meeting,

(ii) agree that further material or expert determination in accordance with clause 10.6 about a particular issue or consideration is needed to effectively resolve the dispute (in which event the parties will, in good faith, agree to a timetable for resolution); or

(iii) agree that the parties are unlikely to resolve the dispute and, in good faith, agree to a form of alternative dispute resolution (including expert determination, arbitration or mediation) which is appropriate for the resolution of the relevant dispute.

10.4 *Further Notice if Not Settled*

If the dispute is not resolved within 20 Business Days after the nominated representatives have met, either party may give to the other a written notice calling for determination of the dispute (Determination Notice) by mediation under clause 10.5 or by expert determination under clause 10.6.

10.5 *Mediation*

If a party gives a Determination Notice calling for the dispute to be mediated:

(a) The parties must agree to the terms of reference of the mediation within 10 Business Days of the receipt of the Determination Notice (the terms shall include a requirement that the mediation rules of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply;

(b) The mediator will be agreed between the parties, or failing agreement within 10 Business Days of receipt of the Determination Notice, either Party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator;

(c) The mediator appointed pursuant to this clause 10.5 must:

(i) Have reasonable qualifications and practical experience in the area of the dispute; and

(ii) Have no interest or duty which conflicts or may conflict with his or her function as a mediator, he or she being required to fully disclose any such interest or duty before his or her appointment;

(d) The mediator shall be required to undertake to keep confidential all matters coming to his or her knowledge by reason of his or her appointment and performance of his or her duties;

(e) The parties must within 10 Business Days of receipt of the Determination Notice notify each other of their representatives who will be involved in the mediation (except if a resolution of the Council is required to appoint a representative, the Council must advise of the representative within 15 Business Days of the resolution);

(f) The parties agree to be bound by a mediation settlement and may only initiate judicial proceedings in respect of a dispute which is the subject of a mediation settlement for the purpose of enforcing that mediation settlement; and

(g) In relation to costs and expenses:

(i) Each party will bear its own professional and expert costs incurred in connection with the mediation; and

(ii) The costs of the mediator will be shared equally by the parties unless the mediator determines that a party has engaged in vexatious or unconscionable behaviour in which case the mediator may require the full costs of the mediation to be borne by that party.

10.6 *Expert determination*

If the dispute is not resolved under clause 10.3 or clause 10.5, or the parties otherwise agree that the dispute may be resolved by expert determination, the parties may refer the dispute to an expert, in which event:

(a) The dispute must be determined by an independent expert in the relevant field:

(i) Agreed upon and appointed jointly by the parties; and

(ii) In the event that no agreement is reached or no appointment is made within 10 Business Days of the agreement to refer the dispute to an expert, appointed on application of a party by the then President of the Law Society of New South Wales;

(b) The expert must be appointed in writing and the terms of the appointment must not be inconsistent with this clause;

(c) The determination of the dispute by such an expert will be made as an expert and not as an arbitrator and will be in writing and contain the reasons for the determination;

(d) The expert will determine the rules for the conduct of the process but must conduct the process in accordance with the rules of natural justice;

(e) Each party will bear its own costs in connection with the process and the determination by the expert and will share equally the expert's fees and costs; and

(f) Any determination made by an expert pursuant to this clause is final and binding upon the parties except unless:

(i) Within 10 Business Days of receiving the determination, a party gives written notice to the other party that it does not agree with the determination and commences litigation; or

(ii) The determination is in respect of, or relates to, termination or purported termination of this agreement by any party, in which event the expert is deemed to be giving a non-binding appraisal.

10.7 *Litigation*

If the dispute is not *finally* resolved in accordance with this clause 10, then either party is at liberty to litigate the dispute.

10.8 *No suspension of contractual obligations*

Subject to any interlocutory order obtained under clause 10.1, the referral to or undertaking of a dispute resolution process under this clause 10 does not suspend the parties' obligations under this agreement.

11 Enforcement and Security

11.1 *Default*

(a) In the event a party considers another party has failed to perform and fulfil an obligation under this agreement, it may give notice in writing to the other party (**Default Notice**) giving all particulars of the matters in respect of which it considers default has occurred and by such notice require the default to be remedied within a reasonable time not being less than 21 days.

(b) In determining a reasonable time, regard must be had to both the nature of the default and the work or other action required to remedy it and whether or not the continuation of the default constitutes a public nuisance or raises other circumstances of urgency or emergency.

(c) If a party disputes the Default Notice it may refer the dispute to dispute resolution under clause 10 of this agreement.

11.2 *Security*

(a) In this clause 11.2, **Security** means a Bank Guarantee, Bond or cash deposit to be held by Council.

(b) Prior to the issue of a Subdivision Works Certificate for the Development, the Developer must provide to the Council Security in an amount equivalent to 125% of the total value of the Collector Road Works as shown in Column 4 in the table in Schedule 1 (**Total Works Security**). Within 5 Business Days of practical completion of the Collector Road Works, the Developer must provide to the Council Security in an amount equivalent to Equivalent to 100% of the value of the Collector Road Conversion Works (**Conversion Works Security**).

(c) On receipt of the Conversion Works Security provided under clause 11.2(b), the Council must release and return to the Developer, as directed, the Total Works Security.

(d) The Council may call on a Security provided under this clause if:

(i) the Developer is in material or substantial breach of this agreement and has failed to rectify the breach within a reasonable period of time after having been given reasonable notice (which must not be less than 21 Business Days) in writing to do so in accordance with clause 11.1 of this agreement; or

(ii) the Developer becomes insolvent.

(e) Within 20 Business Days of each anniversary of a Security provided under clause (a), the Developer must provide Council with one or more replacement Securities (**Replacement Security**) in an amount calculated in accordance with the following:

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

Where:

A is the amount of the Replacement Security,

B is the amount of the Security to be replaced,

C is the CPI for the quarter ending immediately before the date of the Security to be replaced,

D is the CPI for the quarter ending immediately before the date of the Replacement Security,

provided A is greater than B.

(f) On receipt of a replacement Security provided under clause 11.2(e), the Council must release and return to the Developer, as directed, the Security that has been replaced as soon as reasonably practicable.

(g) At any time following the provision of a Security under this clause, the Developer may provide the Council with one or more replacement Securities totalling the amount of all Securities required to be provided under this clause for the time being. On receipt of such replacement Security, the Council must release and return to the Developer, as directed, the Securities which it holds that have been replaced as soon as reasonably practicable.

(h) Subject to this clause and the provisions of this agreement, the Council may apply the proceeds of a Security to satisfy:

(i) any obligation of the Developer under this agreement to deliver Contributions, and

(ii) any associated liability, loss, cost, charge or expense directly or indirectly incurred by the Council because of the failure by the Developer to comply with this agreement.

(i) The Council must promptly return a Security provided under this clause if requested by the Developer and:

(i) Handover has occurred for an item of Works to which the Security relates; and

(ii) the Developer has provided a Bond or Bank Guarantee required under the Construction Terms for defects liability and maintenance of the item of Works; and

(iii) if the Security relates to other items of Works for which a Certificate of Practical Completion has not been issued, a replacement Security is provided by the Developer in an amount determined in accordance with clause 11.2(b).

(j) For the avoidance of doubt, Council may retain a component of the Security it holds for an item of Works that is equivalent to 25% of the value of the Works, in satisfaction of the requirement to submit a Bank Guarantee or Bond under the Construction Terms for defects liability and maintenance.

(k) Nothing in this clause 11.2 prevents or restricts the Council from taking any enforcement action in relation to:

(i) any obligation of the Developer under this agreement; or

(ii) any associated liability, loss, cost, charge or expense directly or indirectly incurred by the Council because of the failure by the Developer to comply with this agreement,

that is not or cannot be satisfied by calling on a Security.

11.3 *Compulsory Acquisition*

(a) If the Landowner does not dedicate the Dedication Land to Council as required by this agreement, the Landowner agrees that the Council may compulsorily acquire the relevant land, in which case the Developer and the Landowner consent to the Council compulsorily acquiring that land for compensation in the amount of $1.00 without having to follow the pre-acquisition procedures in the *Land Acquisition (Just Terms Compensation) Act 1991* and may recover any costs, including legal costs, incurred by the Council on acquisition of the land from the Developer.

(b) Clause 11.3(a) constitutes an agreement for the purposes of section 30 of the *Land Acquisition (Just Terms Compensation) Act 1991*.

(c) Except as otherwise agreed between the Developer, the Landowner and Council, the Landowner must ensure the Dedication Land is freed and discharged from all estates, interests, trusts, restrictions, dedications, reservations, rights, charges, rates, strata levies and contracts, except as may be permitted by this agreement on the date that the Council will acquire the land in accordance with clause 11.3(a).

(d) The Landowner indemnifies and keeps indemnified the Council against all Claims made against the Council as a result of any acquisition by the Council of the whole or any part of the relevant land under clause 11.3(a).

(e) The Landowner must pay the Council, promptly on demand, an amount equivalent to all costs, including legal costs, incurred by the Council acquiring the whole or any part of the relevant land under clause 11.3(a) that are not or cannot be recovered by calling on a Security.

11.4 *Restriction on the issue of Certificates*

(a) In accordance with section 6.10 of the Act and section 48 of the Regulation, the following obligations under this agreement must be satisfied before any Occupation Certificate is issued for the Development or any part of the Development:

(i) Delivery of the Works in accordance with clause 6.2; and

(ii) Dedication of the Dedication Land in accordance with clause 6.3.

(b) In accordance with section 6.14 of the Act and section 34 of the Regulation the following obligations under this agreement must be satisfied before a Subdivision Works Certificate is issued for the Development or any part of the Development:

(i) Provision of Securities required under clause 11.2.

(c) In accordance with section 6.15(1)(d) of the Act, the following obligations under this agreement must be satisfied before a Subdivision Certificate is issued for the Development or any part of the Development:

(i) Registration of the easement in gross required under clause 6.7(a).

11.5 *General Enforcement*

(a) Without limiting any other remedies available to the parties, this agreement may be enforced by any party in any Court of competent jurisdiction.

(b) Nothing in this agreement prevents:

(i) a party from bringing proceedings in the Land and Environment Court to enforce any aspect of this agreement or any matter to which this agreement relates; and

(ii) the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this agreement or any matter to which this agreement relates.

12 Assignment and Dealings

12.1 *Assignment*

(a) A party must not assign or deal with any right under this agreement without the prior written consent of the other parties (which cannot be unreasonably withheld or delayed).

(b) Any change of ownership or control (as defined in section 50AA of the *Commonwealth Corporations Act 2001*) of a party (excluding the Council) shall be deemed to be an assignment of this agreement for the purposes of this clause.

(c) Any purported dealing in breach of this clause is of no effect.

12.2 *Transfer of Land*

(a) The Landowner may 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 to another person (**Transferee**) unless before it sells, transfers or disposes of that right, title or interest:

(i) the Landowner satisfies the Council that the proposed Transferee is financially capable of complying with the Landowner's obligations under this agreement;

(ii) the Landowner satisfies the Council that the rights of the Council will not be diminished or fettered in any way;

(iii) 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 Landowner under this agreement;

(iv) any default under any provisions of this agreement has been remedied or waived by the Council, on such conditions as the Council may determine, and

(v) the Developer and the Transferee pay the Council's reasonable costs in relation to the assignment.

13 Approvals and consents

Except as otherwise set out in this agreement, and subject to any statutory obligations, a party may give or withhold an approval or consent to be given under this agreement in that party's absolute discretion and subject to any conditions determined by the party. A party is not obligated to give its reasons for giving or withholding consent or for giving consent subject to conditions.

14 No fetter

14.1 *Discretion*

This agreement is not intended to operate to fetter, in any manner, the exercise of any statutory power or discretion of the Council, including, but not limited to, any statutory power or discretion of the Council relating to the Development Application or any other application for Development Consent (all referred to in this agreement as a "**Discretion**").

14.2 *No fetter*

No provision of this agreement is intended to constitute any fetter on the exercise of any Discretion. If, contrary to the operation of this clause, any provision of this agreement is held by a court of competent jurisdiction to constitute a fetter on any Discretion, the parties agree:

(a) they will take all practical steps, including the execution of any further documents, to ensure the objective of this clause is substantially satisfied,

(b) in the event that (a) cannot be achieved without giving rise to a fetter on the exercise of a Discretion, the relevant provision is to be severed and the remainder of this agreement has full force and effect, and

(c) to endeavour to satisfy the common objectives of the parties in relation to the provision of this agreement which is to be held to be a fetter on the extent that is possible having regard to the relevant court judgment.

15 Notices

Any notice given under or in connection with this agreement (**Notice**):

(a) must be in writing and signed by a person duly authorised by the sender;

(b) must be addressed as follows and delivered to the intended recipient by hand, by prepaid post or by email at the address below, or at the address last notified by the intended recipient to the sender after the date of this agreement:

(i)	to Penrith City Council:	PO Box 60, Penrith, NSW 2751 Fax: (02) 4732 7958 Email: council@penrith.city Attention: The General Manager
(ii)	to Gibb Group Development Management Pty Ltd:	Suite 3, Level 11, 1 O'Connell St. Sydney NSW 2000 Email: trent.delahunty@gibbgroup.com.au CC: legal@gibbgroup.com.au Attention: Trent Delahunty, Senior Development Manager
(iii)	to 805 Mamre NSW Pty Ltd (ACN 665 235 441)	Suite 3, Level 11, 1 O'Connell St. Sydney NSW 2000 Email: trent.delahunty@gibbgroup.com.au CC: legal@gibbgroup.com.au Attention: Trent Delahunty, Senior Development Manager

(c) is taken to be given or made:

(i) in the case of hand delivery, when delivered;

(ii) in the case of delivery by post, three Business Days after the date of posting (if posted to an address in the same country) or seven Business Days after the date of posting (if posted to an address in another country); and

(iii) in the case of an email, when the sender receives an email acknowledgement from the recipient's information system showing the Notice has been delivered to the email address stated above; and

(d) if under clause (c) a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent, or later than 4.00 pm (local time), it is taken to have been given or made at the start of business on the next Business Day in that place.

16 General

16.1 *Relationship between parties*

(a) Nothing in this agreement:

(i) constitutes a partnership between the parties; or

(ii) except as expressly provided, makes a party an agent of another party for any purpose.

(b) A party cannot in any way or for any purpose:

(i) bind another party; or

(ii) contract in the name of another party.

(c) If a party must fulfil an obligation and that party is dependent on another party, then that other party must do each thing reasonably within its power to assist the other in the performance of that obligation.

16.2 *Time for doing acts*

(a) If the time for doing any act or thing required to be done or a notice period specified in this agreement expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.

(b) If any act or thing required to be done is done after 5.00 pm on the specified day, it is taken to have been done on the following Business Day.

16.3 *Further assurances*

Each party must promptly execute all documents and do all other things reasonably necessary or desirable to give effect to the arrangements recorded in this agreement.

16.4 *Variation*

A provision of this agreement can only be varied by a later written document executed by or on behalf of all parties and in accordance with the provisions of the Act.

16.5 *No assignment*

A party cannot assign or otherwise transfer its rights under this agreement without the prior written consent of the other party.

16.6 *Counterparts*

This agreement may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

16.7 *Legal expenses, stamp duty and administration fees*

(a) The Developer must pay on demand Council's reasonable legal costs and disbursements in connection with the negotiation, preparation, execution, stamping, and release and discharge of this agreement, including the reasonable costs incurred by the Council in obtaining any advice about this agreement or the value of land or works to be delivered under this agreement.

(b) On execution of this agreement, the Developer must pay a plan administration fee to the Council at a rate of $3,566.00 per hectare of Net Developable Area (NDA) for the development determined in accordance with the Contributions Plan. The amount paid is to be applied as an offset to the total Monetary Contribution payable.

16.8 *Entire agreement*

The contents of this agreement constitute the entire agreement between the parties and supersede any prior negotiations, representations, understandings or arrangements made between the parties regarding the subject matter of this agreement, whether orally or in writing.

16.9 *Representations and warranties*

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

16.10 *Severability*

If a clause or part of a clause of this agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this agreement, but the rest of this agreement is not affected.

16.11 *Invalidity*

(a) A word or provision must be read down if:

(i) this agreement is void, voidable, or unenforceable if it is not read down;

(ii) this agreement will not be void, voidable or unenforceable if it is read down; and

(iii) the provision is capable of being read down.

(b) A word or provision must be severed if:

(i) despite the operation of clause (a), the provision is void, voidable or unenforceable if it is not severed; and

(ii) this agreement will be void, voidable or unenforceable if it is not severed.

(c) The remainder of this agreement has full effect even if clause 16.11(b) applies.

16.12 *Waiver*

A right or remedy created by this agreement cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

16.13 *GST*

(a) Words and expressions which are not defined in this agreement but which have a defined meaning in GST Law have the same meaning as in the GST Law.

(b) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this agreement are exclusive of GST.

(c) If GST is imposed on any supply made under or in accordance with this agreement, the Developer 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.

16.14 *Governing law and jurisdiction*

(a) The laws applicable in New South Wales govern this agreement.

(b) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

17 Reporting

On or before 31 July in each calendar year after the execution of this agreement and until the Developer's obligations under this agreement are satisfied, the Developer must

provide a written report to Council detailing the progress of the provision of Contributions under this agreement and the progress of the Development.

18 Trustee Landowner

18.1 *Definitions*

In this clause 18:

(a) **Trustee** means 805 Mamre NSW Pty Ltd (ACN 665 235 441).

(b) **Trust** means the 805 Mamre NSW Logistics Property Trust (ABN 73 562 683 102).

(c) **Trust Deed** means the trust deed establishing the Trust, as varied from time to time.

18.2 *Warranties*

(a) The Trustee warrants that:

(i) it is the sole trustee of the Trust and no action has been taken to remove or replace it;

(ii) as trustee it is authorised and empowered under the Trust Deed to enter into and to perform the obligations of the Landowner under this agreement;

(iii) it is not in breach of the Trust Deed;

(iv) it is not aware of any reason why the assets of the Trust might be insufficient to satisfy or discharge the obligations of the Landowner under this agreement; and

(v) it has the power to execute and perform the obligations of the Landowner under this agreement and all necessary action has been taken to authorise the execution and performance of the obligations.

(b) The Trustee must not:

(i) do anything to prejudice the right of indemnity available to the Trustee under the Trust; or

(ii) breach the Trust Deed,

(c) If the Trustee ceases for any reason to be the trustee of the Trust it must:

(i) immediately notify the Council in writing; and

(ii) procure any new or additional trustee of the Trust to execute in favour of the Council such covenants relating to the subject matter of this agreement as the Council may reasonably require, including covenants in similar terms to those included in this clause.

18.3 *Limitation of Trustee's Liability*

(a) Capacity

Each party to this agreement acknowledges that the Trustee enters into this agreement only in its capacity as trustee of the Trust and in no other capacity.

(b) Limitation

Subject to clause 18.3(c):

(i) a liability arising under or in connection with this agreement is limited to and can be enforced against the Trustee only to the extent to which it can be satisfied out of the property of the Trust. The limitation of the Trustee's liability applies despite any other provision of this agreement and extends to all liabilities and obligation of the Trustee in any way connected with any representation, warranty, conduct, omission, agreement, or transaction related to this agreement;

(ii) no party to this agreement may sue the Trustee in any capacity other than as trustee in respect of the Trust, including seeking the appointment to the Trustee of a receiver (except in relation to property of the Trust), a liquidator, administrator or any similar person or proving in any liquidation, administration or arrangement of or affecting the Trustee (except in relation to the Trust); and

(iii) each party to this agreement other than the Trustee waives its rights and releases the Trustee from any personal liability in respect of any loss which it may suffer as a consequence of a failure of the Trustee to perform its obligations under this agreement, which cannot be paid or satisfied out of any property held by the Trustee.

(c) The provisions of clause 18.3(b) do not apply to any obligation or liability of the Trustee to the extent arising as a result of the Trustee's fraud, gross negligence or wilful default or where the Trustee's right of indemnity is otherwise reduced by operation of law.

No act or omission of the Trustee (including any related failure to satisfy its obligations or breach of the representations or warranty under this agreement) will be considered fraud, gross negligence or wilful default of the Trustee for the purposes of clause 18.3(b) to the extent to which the act or omission was caused by any act of omission of any other person.

Schedule 1 Development Contributions

	Column 1	Column 2	Column 3	Column 4
Item	**Development Contribution**	**Description**	**Timing for Completion of Works and Dedication of Land**	**Value (subject to indexation in accordance with the Contributions Plan)**
1	**Construction of Collector Road**	Construction of that part of the Collector Road located on the Land, comprising approximately 25.6 metre wide and 155.27 lineal metre portion of "Collector Road" and associated road verge in accordance with the *Mamre Road Precinct Development Control Plan 2021*, including design, project management, legal, earthworks, carriageway, utilities, stormwater and verge work and the 'temporary turning head' in accordance with the plan in Annexure C.	Prior to the earlier of: a) any Occupation Certificate being issued for any part of the Development, or b) 30 June 2027.	$1,313,584.20
2	**Dedication of Collector Road Land**	3,991 square metre allotment (approximately 25.6 metre wide and 155.27 metre long) of IN1 General Industrial zoned land. Described as Lot 6 in proposed plan of subdivision of Lot 26 in DP 258414 shown in Annexure A.	Prior to any Occupation Certificate being issued for any part of the Development. Note: Clause 6.3(d) requires completion of the Works prior to dedication.	$2,294,825

3	**Collector Road Conversion Works**	Construction of the works required to connect the part of the Collector Road located on the Land to the parts of the Collector Road located on Lot 27 of DP 258414 to the south and Lot 2001 of DP 1036837 to the north as shown in orange in Annexure D, including converting both the southern turning head arrangement and the northern temporary private access road (including converting the northern curb alignment).	Within 6 months of the Council advising the Developer in writing of the completion of that part of the Collector Road located on Lot 2001 of DP1036837 and Lot 27 of DP258414, and in any case prior to the completion of the Collector Road and its connection to the public road network so as to provide access to Mamre Road.	$164,924.46
4	**Dedication of RE1 Land**	Dedication of the total area of the Land zoned RE1 Public Recreation comprising a portion at the rear of the Land (Rear Portion) and a portion at the front of the Land (Front Portion) with the total area to be determined at time of dedication. Indicative area of RE1 Public Recreation Land to be dedicated shown in Annexure A as: **For the Front Portion**: described as Part Lot 4 shown as having an area of 6217 square metres in proposed plan of subdivision of Lot 26 in DP 258414 shown in Annexure A. **For the Rear Portion**: described as Part Lot 4 shown as having an area of	**For the Front Portion:** within 6 months of the date on which the interim access road has been decommissioned in satisfaction of condition B11(b) of the Development Consent. **For the Rear Portion:** Prior to the earlier of: a) 6 months after the Open Space Edge Road being completed and connected to the broader public road network; or b) 30 June 2027.	$575 per square metre

		1.183 ha in proposed plan of subdivision of Lot 26 in DP 258414 shown in Annexure A.		
6	**Dedication of Open Space Edge Road Land**	2,826 square metre allotment (approximately 19.5 metre wide) of part IN1 zoned land dedicated free of cost to Council. Described as that part of Lot 7 zoned IN1 in proposed plan of subdivision of Lot 26 in DP 258414 shown in Annexure A.	Within 6 months of the completion of the Open Space Edge Road.	$Nil
7	**Open Space Edge Road Works**	Construction of that part of the Open Space Edge Road located on the Land in accordance with the Plans in Annexure E.	Prior to the earlier of: (a) any Occupation Certificate being issued for any part of the Development, or (b) 30 June 2027.	$Nil

Schedule 2 Construction terms

1 Interpretation

For the purposes of this Schedule 2, the defined terms in clause 1 of this agreement and the Interpretation principles in clause 2 of this agreement will apply and, unless context indicates a contrary intention:

Builder means any entity contracted under the Construction Contract to carry out the Works.

Construction Contract means the contract to carry out the Works (whether or not that is a contract for the Works only or forms part of a contract for the building of other components of the Development).

Defects Liability and Maintenance Period means:

(a) in respect of the Collector Road Work and the Collector Road Conversion Works, the period commencing from Handover of the works and expiring 12 months from the date on which Council advises the Developer in writing that a permanent connection of the Collector Road to the broader public road network has been achieved; and

(b) in respect of the Open Space Edge Road Work, the period commencing from Handover of the works and expiring 12 months from the date on which Council advises the Developer in writing that a permanent connection of the Open Space Edge Road to the broader public road network has been achieved.

Detailed Design means the final specifications and finishes for the Works prepared in accordance with clause 5.2 of this Schedule 2 and will include the design of the Works, the location for the Works, installation specifications and estimated costs of construction and/or installation.

Services means all water, gas, electricity, television, drainage, sewerage, cable TV, data communications, telecommunications and other services which are required under a development consent within the meaning of the Act or an Approval and which are necessary or desirable for the construction or operation of the Development.

Superintendent means the Superintendent appointed under any Construction Contract.

2 Requirements of Authorities and Approvals

2.1 These Construction Terms must be read and construed subject to:

(a) any requirements or conditions of any Development Consent;

(b) the requirements of and conditions imposed by all relevant Authorities and all Laws relating to the Development and the construction of the Development.

2.2 If the Developer requires any Approvals in order to carry out the obligations under this agreement, then the Developer will acquire all Approvals necessary to carry out the Works at its own cost.

2.3 The Developer must ensure that the Works carried out under this agreement are carried out:

(a) in accordance with the relevant Development Consent for the Works and all Approvals and the requirements of all Laws, including without limitation, work health and safety legislation; and

(b) in a good and workmanlike manner and so that they are diligently progressed until completion;

AND it is acknowledged that to the extent that there is any inconsistency between this agreement and any Approval the terms of the Approval shall take precedence.

3 Costs of Works

All costs of the Works must be borne by the Developer.

4 Project Management and Contractor Engagement

4.1 The Developer will be responsible for managing the Works.

4.2 The Developer will ensure that any contractor it engages to carry out the Works agrees to:

(a) carry out the Developer's obligations in these Construction Terms as part of any Construction Contract; and

(b) request a Council representative to be present at each on-site meeting attended by the Superintendent in relation to the Works and to ensure the Council representative is present at the meeting.

5 Design Development

5.1 **Concept Design**

Council and the Developer have worked in consultation with each other to prepare and agree the concept plans for the Works at Annexure C.

5.2 **Detailed Design**

(a) Prior to Works commencing the Developer must provide a copy of the draft Detailed Design to the Council for approval.

(b) Within 15 Business Days of receiving the Detailed Design, Council will respond to the Developer with any suggested amendments to the Detailed Design.

(c) Council and the Developer must work in consultation with each other to prepare and agree the Detailed Design and must both act reasonably and with due expedition in their consultations with each other.

(d) If the Detailed Design is not completed and agreed within 15 Business Days of Council providing its suggested amendments in accordance with clause 5.2(b) of this Schedule, to avoid possible delays to the issue of a Certificate of Practical Completion, the Council will, in its sole discretion, be entitled to decide on any outstanding or undecided matter or item relating to areas that are to be accessible to the public, provided that any decision made by Council under this clause:

(i) is consistent with the obligation to carry out the Works and dedicate the Dedication Land under this agreement; and

(ii) is consistent with the Development Consent; and

(iii) does not materially and adversely affect the Development; and

(iv) is not unreasonable.

5.3 Any acceptance by the Council of the Detailed Design under this clause 5 is not to be taken as approval of or to any Construction Certificate for the Works.

5.4 **Good faith**

The parties must act promptly and in good faith to consult in relation to the Detailed Design.

6 Carrying out of Works

6.1 **Communication**

The Developer must notify Council on the commencement of the Works and keep Council reasonably informed of progress of the Works and provide to Council such information about the Works as Council reasonably requests.

6.2 **Standard of Works**

(a) Unless otherwise provided, the Developer shall, and must cause the Builder to, use suitable new materials and proper and tradesmanlike workmanship when carrying out the Works.

(b) The qualitative standard of the design and finishes for the Works must be no less than those described in the following documents:

(i) Any relevant Australian Standard;

(ii) Any relevant design standards or guidelines and any other requirements or policies applied by the Council from time to time in assessing the adequacy of any works or improvements proposed for the public domain or to be accessible to the public in accordance with this agreement.

(c) The Developer will obtain any relevant standards (including design standards), specifications, or guidelines and any other requirements or policies referred to in clause 6.2(b)(ii) of this Schedule from Council if the Council fails to deliver them to the Developer.

(d) The Developer may but is not obliged to reinstate any Works where damage or destruction is as a result of:

(i) Any act or omission of the Council or its employees, consultants or agents relating to any part of the Works under this agreement; or

(ii) The use or occupation by the Council or its employees, consultants or agents, Council's representatives or other contractor of the Council of any part of the Works.

6.3 **Damage to people, property & utilities**

(a) The Developer is to ensure to the fullest extent reasonably practicable that, in performing its obligations under this agreement:

(i) all necessary measures are taken to protect people and property;

(ii) unnecessary interference with the passage of people and vehicles is avoided; and

(iii) nuisances and unreasonable noise and disturbances are prevented.

(b) Without limiting clause 6.3(a) of this Schedule, the Developer is not to obstruct, interfere with, impair or damage any public road, public footpath, public cycleway or other public thoroughfare, or any pipe, conduit, drain, watercourse or other

public utility or service on any land except as authorised in writing by the Council or any relevant Authority.

7 Inspection

(a) On completion of the Detailed Design, the Council will provide a schedule of inspections to be undertaken by Council (**Inspection Schedule**) to occur at specified stages of the construction of the Works (**Inspection Stage**). If the Council does not provide the Inspection Schedule, the Developer must request the Inspection Schedule from the Council prior to the Works commencing.

(b) Five Business Days prior to reaching an Inspection Stage as set out in the Inspection Schedule, the Developer must notify the Council of the proposed inspection date (**Inspection Date**).

(c) On the Inspection Date, or other agreed date, the Developer must ensure that any employees, contractors, agents or representatives of Council have access to and may enter the Land to inspect the Works.

(d) In addition to carrying out inspections in accordance with the Inspection Schedule, the Council and its employees, contractors, agents or representatives may enter the Land or any part of the Land on which the Works are located to inspect the progress of the Works, subject to:

(i) the terms of the Construction Contract (save for any clause of the Construction Contract which prevents the Council from accessing the Land);

(ii) giving reasonable notice to the Developer;

(iii) complying with all reasonable directions of the Developer; and

(iv) being accompanied by the Developer or a nominee, or as otherwise agreed.

(e) The Council may, acting reasonably, within 5 Business Days of carrying out an inspection (either under clause 7(c) or 7(d) of Schedule), notify the Developer of any defect or non-compliance in the Works and direct the Developer to carry out work to rectify that defect or non-compliance within a reasonable period of time. Such work may include, but is not limited to:

(i) removal of defective or non-complying material;

(ii) demolishing defective or non-complying work;

(iii) reconstructing, replacing or correcting any defective or non-complying work; and

(iv) not delivering any defective or non-complying material to the site of the Works.

(f) If the Developer is issued a direction to carry out further work under clause 7(e) of this Schedule, the Developer must, at its cost, rectify the defect or non-compliance specified in the Notice within the time period specified in the Notice, provided that it is reasonable having regard to the nature of the works.

(g) If the Developer fails to comply with a direction to carry out work given under clause 7(e) of this Schedule, the Council will be entitled to refuse to accept that the Works (or the relevant part of the Works) meet the Council's standards and

specifications and may refuse to issue a Certificate of Practical Completion, until the required Works have been completed to the Council's satisfaction, acting reasonably.

(h) For the avoidance of doubt, any acceptance by the Council that the Developer has rectified a defect or non-compliance identified in a notice issued under clause 7(e) of this Schedule does not constitute:

(i) acceptance by the Council that the Works comply with all Approvals and Laws; or

(ii) an Approval by the Council in respect of the Works; or

(iii) an agreement or acknowledgment by the Council that the Works or the relevant part of the Works are complete and may be delivered to the Council in accordance with this agreement.

8 Completion

8.1 **Practical Completion**

(a) When the Developer considers that the Works, or any part of the Works, are complete, the Developer must send a Notice to the Council accompanied by complete works as executed plans, any relevant certificates or consents of any public utility authority and a request for written certification from the Council that the Works are complete.

(b) Within 10 Business Days of receipt of the notice under clause 8.1(a) of this Schedule 2, the Council will carry out an inspection of the Works and will, acting reasonably, either:

(i) provide written certification to the Developer that the Works have been completed; or

(ii) notify the Developer of any additional information required or matters which must be addressed by the Developer prior to the certification being issued.

(c) If the Developer is required to provide additional information or address any matters under clause 8.1(b)(ii) of this Schedule, the Developer will provide that information to Council or address those matters within 10 Business Days of receiving the notice or within a reasonable period of time and make a further request under clause 8.1(a) of this Schedule 2 for written certification that the Works have been completed.

(d) Practical completion will be achieved in relation to the Works or any part of the Works when a Certificate of Practical Completion has been issued for those Works.

8.2 **Handover**

(a) The Developer is responsible for the delivery and care of the Works at all times prior to Handover of the Works.

(b) Handover will occur and Council will assume responsibility for the Works:

(i) following dedication to Council of the land on which Works are located; or

(ii) if Works are carried out on land already owned by Council, on the issue of a Certificate of Practical Completion for those Works.

8.3 **Delivery of documents**

(a) If it has not already done so, the Developer must as soon as practicable, and no later than 20 Business Days after the date on which the Certificate of Practical Completion is issued in respect of the Works or any part of the Works deliver to the Council, complete and legible copies of:

(i) all "as built" full-sized drawings, specifications and relevant operation and service manuals;

(ii) all necessary certificates including the certificates of any consultants of the Developer that the Council may reasonably require, and Approvals of any public utility authority (where relevant); and

(iii) copies of all Approvals required for use of the land subject to the Works.

(b) The Developer must as soon as practicable, and no later than 20 Business Days after the date on which the Certificate of Practical Completion is issued in respect of the Works or any part of the Works, provide the Council with a tour of the land subject to the Works and provide reasonable instructions on the operation and use of the Services on that land.

8.4 **Assignment of Warranties and Causes of Action**

(a) The Developer must assign (as beneficial owner) or cause to be assigned to Council the benefit of any warranties and guarantees obtained by the Developer and the Builder (and capable of assignment) with respect to any material or goods incorporated in or forming part of the Works.

(b) To the extent that any such warranties or guarantees cannot be assigned, the Developer must at the request of Council do anything reasonably required by Council to enforce such warranties or guarantees for the benefit of Council.

9 Defects Liability and Maintenance

9.1 **Maintenance**

(a) Prior to the issue of a Certificate of Practical Completion for any part of the Works, the Developer must provide to the Council a Maintenance Schedule setting out the proposed maintenance works and estimated costs for the relevant part of the Works over the Maintenance Period.

(b) Within 10 Business Days of receiving the Maintenance Schedule, Council must issue a written notice to the Development advising of any changes it requires to the Maintenance Schedule, which changes must be reasonable and in accordance with Council's usual practice for maintaining works of the same type.

(c) Within 5 Business Days of receiving the Council's notice under clause 9.1(b) of this Schedule, the Developer must provide to Council a final Maintenance Schedule incorporating the Council's changes.

(d) The Works or any part of those works, must be Maintained by the Developer in accordance with the Maintenance Schedule for the Maintenance Period.

(e) The Developer must follow relevant Council policies and obtain all Approvals necessary to carry out the Maintenance required under this clause.

(f) The Council must give the Developer and its contractors any access required to carry out Maintenance in accordance with the Maintenance Schedule.

9.2 **Defects Liability and Maintenance Period**

(a) During the Defects Liability and Maintenance Period, the Council (acting reasonably) may give to the Developer a notice (**Rectification Notice**) in writing that identifies a defect in the Works or any Maintenance requirement that has not been complied with.

(b) The Rectification Notice must specify:

(i) action required to be undertaken by the Developer to rectify the defect or Maintain the Works (**Rectification Works**); and

(ii) the date on which the defect must be rectified, or the Maintenance work completed (**Rectification Date**).

(c) The Developer must comply with the Rectification Notice by:

(i) procuring the performance of the Rectification Works by the Rectification Date, or such other date as agreed between the parties;

(ii) keeping the Council reasonably informed of the action to be taken to rectify the defect or Maintain the Works; and

(iii) carrying out the Rectification Works.

(d) The Council must give the Developer and its contractors any access required to carry out the Rectification Works.

(e) When the Developer considers that the Rectification Works are complete, either the Developer must notify the Council and provide documentation, plans or invoices which establish that the Rectification Works were carried out.

(f) The Council may inspect the Rectification Works within 15 Business Days of receiving a Notice from the Developer under clause 9.2(e) of this Schedule 2 and, acting reasonably:

(i) issue a further Rectification Notice if it is not reasonably satisfied that the Rectification Works are complete; or

(ii) notify the Developer in writing that it is satisfied the Rectification Works are complete.

(g) The Developer must meet all costs of and incidental to rectification of defects or Maintenance of Works under this clause 9.2.

(h) If the Developer fails to comply with a Rectification Notice, then the Council may do such things or take such action as is necessary to carry out the Rectification Works, including accessing and occupying any part of the Land without further notice to the Developer, and may:

(i) call upon any Bond or Bank Guarantee provided to the Council under clause 9.3 of this Schedule to meet its costs of carrying out Rectification Works; and

(ii) recover as a debt due to the Council by the Developer in a court of competent jurisdiction, any difference between the amount of the Bond or Bank Guarantee and the costs incurred by the Council in carrying out Rectification Works.

(i) The Developer must request that Council inspect the Works 28 days prior to the end of the Defects Liability and Maintenance Period. The Council must inspect the Works at any time after receiving the request from the Developer and before to the end of the Defects Liability and Maintenance Period.

(j) If, prior to the end of the Defects Liability and Maintenance Period:

(i) the Developer fails to request the inspection, or

(ii) the Council does not carry out the inspection,

the Council may extend the Defects Liability and Maintenance Period so that the inspection may be carried out.

9.3 **Security for Defects Liability**

(a) Prior to the issue of a Certificate of Practical Completion for each item of the Works (except the Open Space Edge Road Works) the Developer must deliver to the Council Bonds or Bank Guarantees in an amount equivalent to 25% of the construction costs for that particular item of Works.

(b) Prior to the issue of a Certificate of Practical Completion for the Open Space Edge Road Works the Developer must deliver to the Council Bonds or Bank Guarantees in an amount equivalent to 5% of the construction costs for that item of Works.

(c) The Developer discloses and the Council acknowledges that the Bonds or Bank Guarantees may be supplied by the Builder and form a part of the security held by the Developer from the Builder under the terms of the Construction Contract, provided that:

(i) any Bond or Bank Guarantee provided by the Builder benefits the Council and satisfies the requirements of this agreement; and

(ii) the Developer procures an agreement from the Builder that the Council will be entitled to call on any Bond or Bank Guarantee provided by the Builder, in accordance with the terms of this agreement and the terms of any Construction Contract.

(d) Within 10 Business Days after the Defects Liability and Maintenance Period for a particular item of Works has expired Council must (if it has not called on it) return the Bond or Bank Guarantee referred to in clause 9.3(a) of this Schedule for that item of Works (or any remaining balance of it) to the Developer.

(e) Notwithstanding clause 9.2(c) of this Schedule, if during the Defects Liability and Maintenance Period for a particular item of Works, the Council issues a Rectification Notice, then the Council need not deliver the balance of any Bonds or Bank Guarantees provided to it until the Rectification Notice has been complied with.

10 Risk

The Developer undertakes the Works entirely at its own risk.

11 Insurance

(a) Prior to the commencement of the construction of any of the Works, the Developer must ensure the Builder effects and the Developer must produce evidence to the Council of the following insurances issued by an insurer approved by the Council (acting reasonably) in a form approved by the Council (acting reasonably):

(i) construction works insurance for the value of the Works;

(ii) public risk insurance for at least $20 million;

(iii) workers compensation insurance as required by Law.

(b) The Developer must provide evidence of currency of insurance required by clause 11(a) of this Schedule 2 upon request by the Council, acting reasonably, throughout the term of this agreement.

12 Indemnities

The Developer indemnifies the Council, its employees, officers, agents and contractors from and against all Claims in connection with the carrying out by the Developer of the Works except to the extent such Claim arises either directly or indirectly as a result of the Council or its employees, officers, agents, contractors or workmen's negligence, default, act or omission.

13 Intellectual Property Rights

The Council acknowledges that the Developer or its contractors hold all rights to copyright and any intellectual property which may exist in the Works. To the extent the Developer have or receive intellectual property rights for the Works, the Developer shall assign those intellectual property rights to Council or permit use thereof.

14 Risk of contamination

The Developer acknowledges and agrees:

(a) that it is responsible for the management and remediation of any contamination present upon or under the land on which the Works are to be carried out;

(b) it will attend to any necessary remediation at their own costs; and

(c) to the fullest extent permitted by Law indemnify and release the Council from any Claim which might arise from any contamination with respect to the land on which the Works are to be carried out.

15 Plans

The parties acknowledge and agree that further detail and refinement of plans and documents in connection with this agreement may be necessary having regard to the following matters:

(a) matters affecting Works not capable of identification on or before the date of this agreement; or

(b) by agreement between the parties.

Schedule 3 Easement Terms

1 The owner of the Public Access Land grants to the Council and members of the public full and free right to go, pass and repass over the Public Access Land at all times with or without vehicles for all lawful purposes.

2 The owner of the Public Access Land must, to the satisfaction of Council, acting reasonably:

(i) keep the Public Access Land (including any services in, on or under the Public Access Land) in good repair and condition;

(ii) maintain and repair the Public Access Land and all improvements on the Public Access Land;

(iii) keep the Public Access Land clean and free from rubbish; and

(iv) maintain sufficient public liability insurance covering the use of the Public Access Land in accordance with the terms of this Easement.

3 If any member or members of the public loiter or congregate, for any purpose which the owner of the Public Access Land, acting reasonably, considers to be a nuisance or a safety risk, the owner may either remove those members of the public, or arrange for their removal by an appropriate authority.

4 The owner of the Public Access Land may erect safety signage and any other appropriate signage and may erect CCTV cameras in the Public Access Land.

5 The owner of the Public Access Land may with the Council's prior written consent (except in the case of an emergency, in which case the Council's prior written consent is not required) temporarily close or temporarily restrict access through all or part of the Public Access Land for the time and to the extent necessary but only on reasonable grounds for the purposes of:

(a) construction, construction access, repairs, maintenance, replacement and alteration to the Public Access Land or any improvements in, on or under the Public Access Land; or

(b) security, public safety or evacuation of the Public Access Land and adjoining buildings.

6 The Council is solely empowered to release this Easement.

7 This Easement may only be varied by written agreement between the Council and the owner of the Public Access Land.

8 This Easement will terminate and will have no effect on the date that the Collector Road has been connected to the Public Road network and the Council agrees to do all things necessary to assist the Developer in removing the easement from the folios of the Register for the Land.

9 For the purposes of this Easement 'Collector Road' means the collector road identified as CR1 on Figure 7 in of the Background Report to the Mamre Road Development Contribution Plan.

Schedule 4 Summary of requirements (section 7.4)

Subject and subsection of the Act	**Planning Agreement**
Planning instrument and/or Development Application – Section 7.4(1) The Landowners have:	
(a) Sought a change to an environmental planning instrument	☐ Yes ☒ No
(b) Made, or propose to make a Development Application	☐ Yes ☒ No
(c) Entered into an agreement with, or are otherwise associated with, a person to whom paragraph (a) or (b) applies	☒ Yes ☐ No
Description of the land to which the planning Agreement applies – Section 7.4(3)(a)	Lot 26 of DP 258414, known as 805-817 Mamre Road, Kemps Creek.
Description of the change to the environmental planning instrument or development to which the Planning Agreement applies - Section 7.4(3)(b)	The works approved by the development consent known as SSD-30871587, comprising demolition and bulk earthworks, construction of a warehouse and distribution centre across two lots, car parking and landscaping, an internal road and a temporary access road on the boundary between the Land and 799-803 Mamre Road, Kemps Creek.
The scope, timing and manner of delivery of contributions required by the Planning Agreement – Section 7.4(3)(c)	See Schedule 1.
Applicability of section 7.11 of the Act – Section 7.4(3)(d)	Yes.
Applicability of section 7.12 of the Act – Section 7.4(3)(d)	Yes.
Applicability of section 7.24 of the Act – Section 7.4(3)(d)	Yes.
Whether the benefits are or are not to be taken into consideration in determining a development contribution under section 7.11 – Section 7.4(3)(e)	Yes.
Mechanism for dispute resolution – Section 7.4(3)(f)	See clause 10 (dispute resolution).

Enforcement of the Planning Agreement by a suitable means – Section 7.4(3)(g)	See clause 11 (enforcement and security).
Registration of the Planning Agreement – Section 7.6	See clause 8 (registration of this instrument).
No obligation to grant consent or exercise functions – Section 7.4(9)	See clause 14 (no fetter).

Executed as an agreement

Executed for and on behalf of **Penrith City Council** by its authorised delegate in accordance with a resolution of the Council dated [insert date]:)
)
)

.....
Signature of witness

.....
Signature of Authorised Delegate

Print position:

.....
Print name

.....
Print name

Executed by **Gibb Group Development Management Pty Ltd** in accordance with section 127(1)(c) of the *Corporations Act 2001* (Cth) by:)
)
)

.....
Signature of sole director

.....
Print name

Executed by **805 Mamre NSW Pty Ltd as trustee for the 805 Mamre NSW Logistics Property Trust** in accordance with section 127(1)(c) of the *Corporations Act 2001* (Cth) by:)
)
)

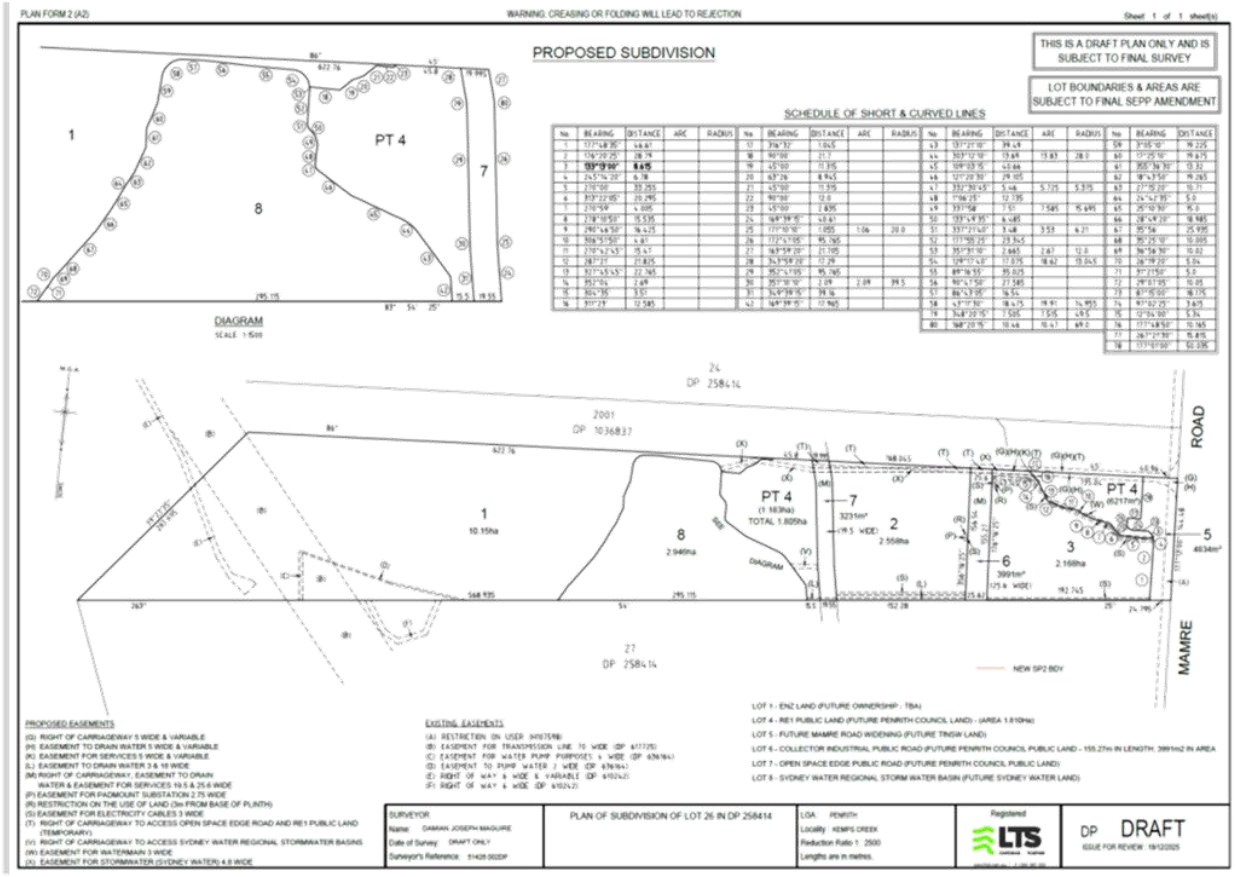
.....

Signature of sole director

.....

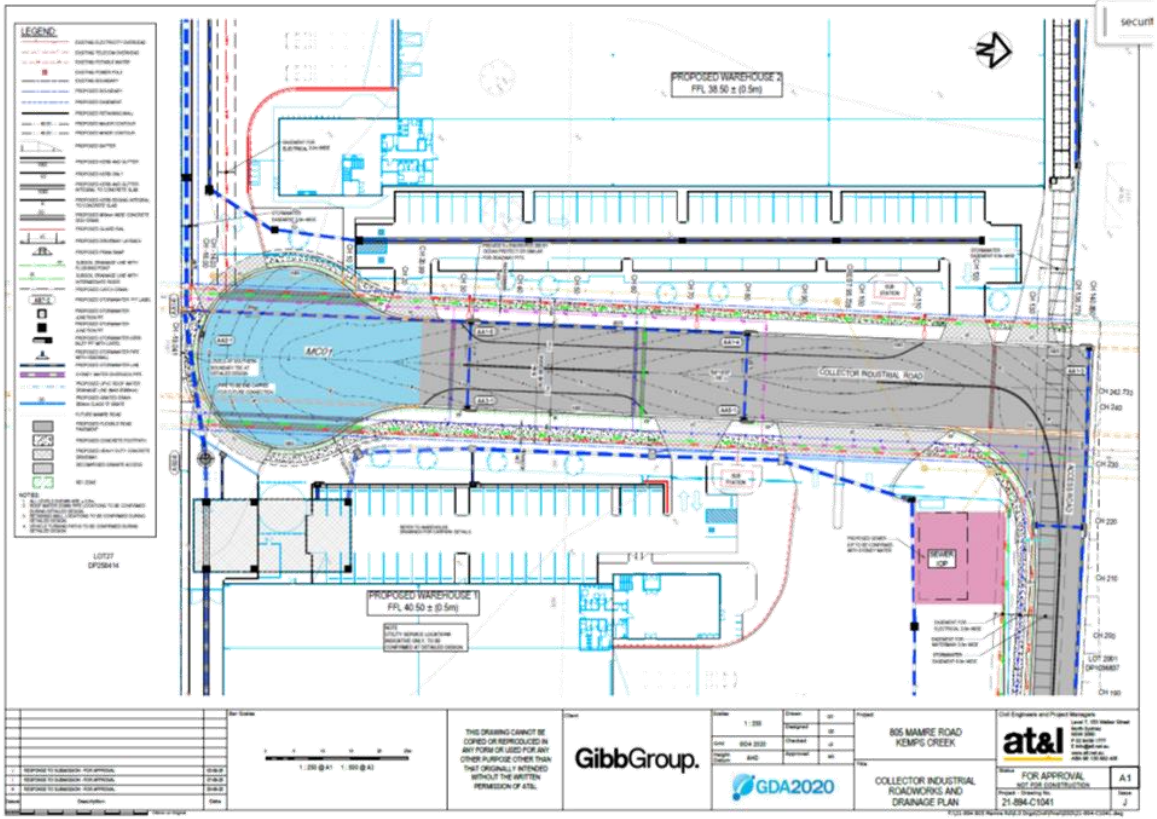
Print name

Annexure A Plan showing Land and Dedication Land

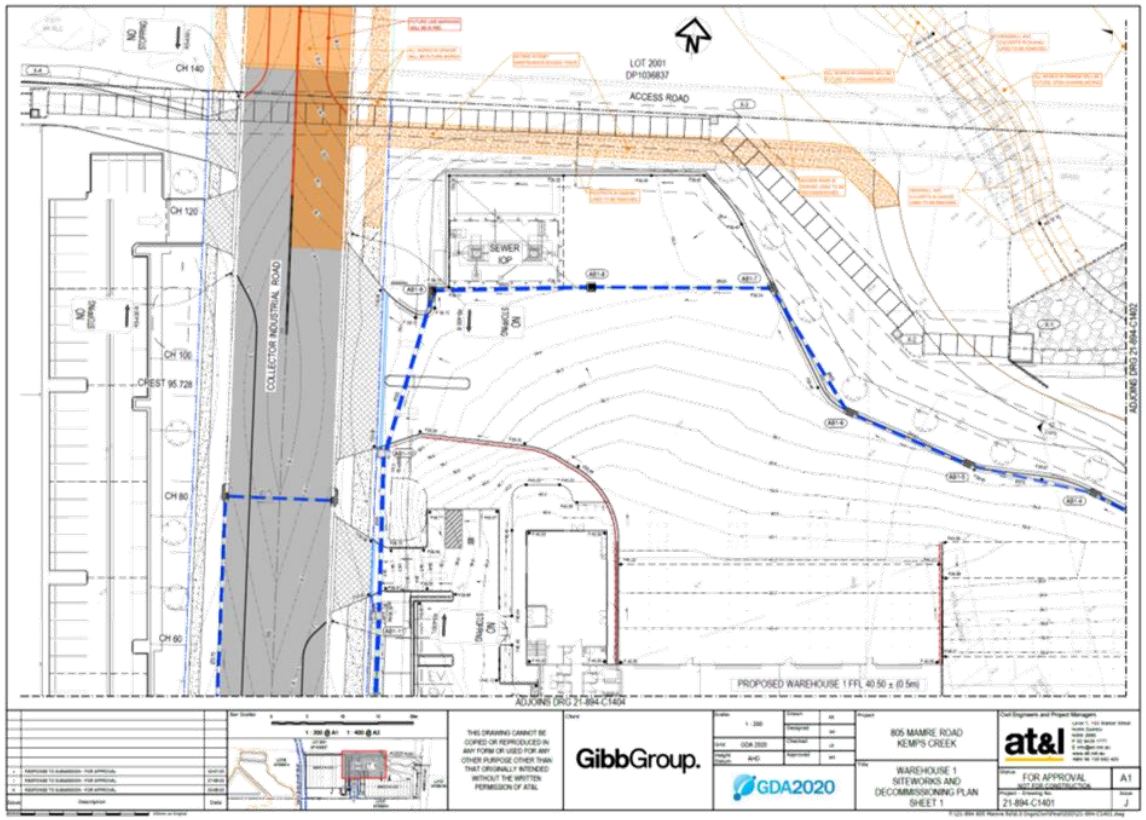


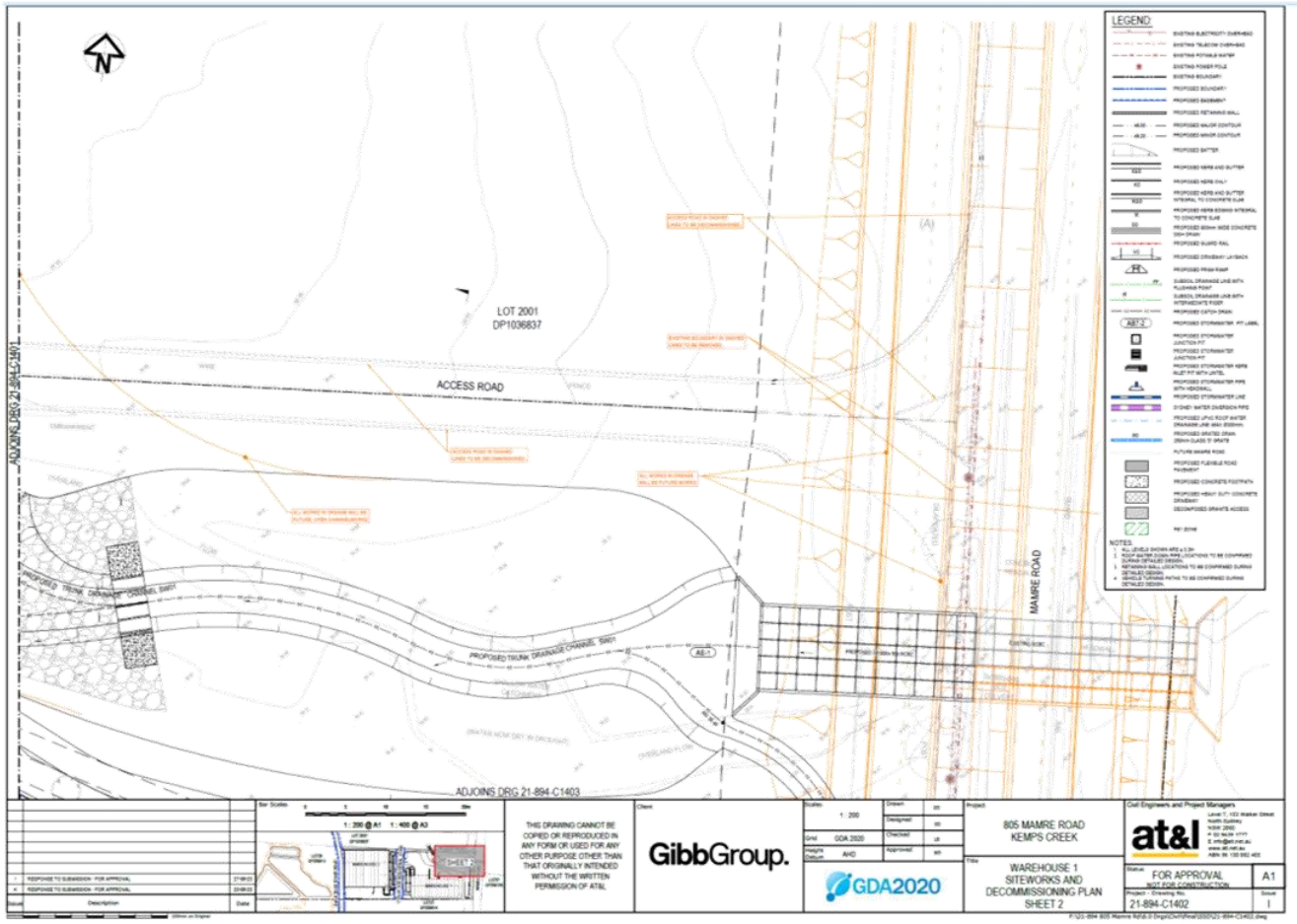
Annexure B Not Used

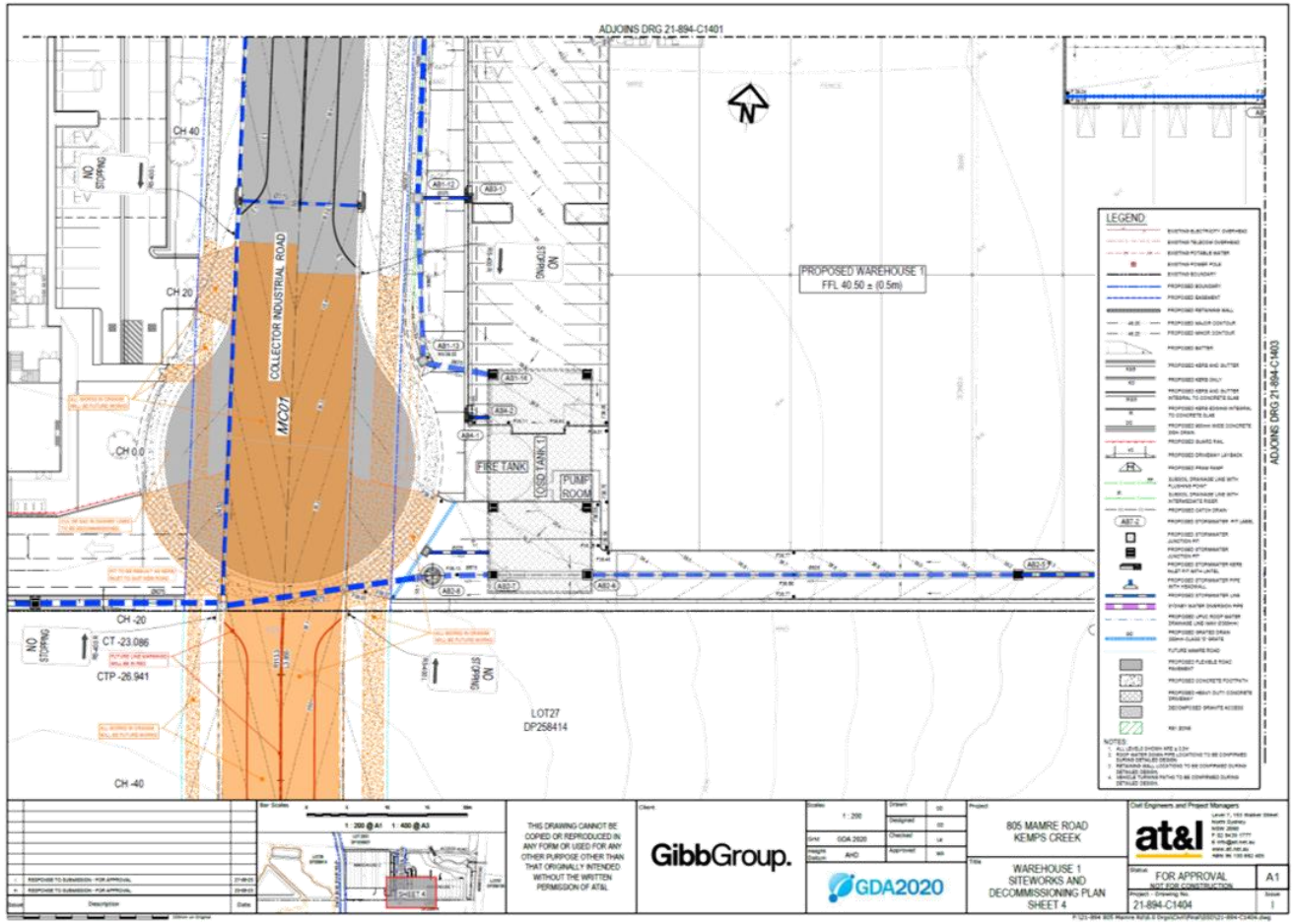
Annexure C Plans showing Collector Road Works



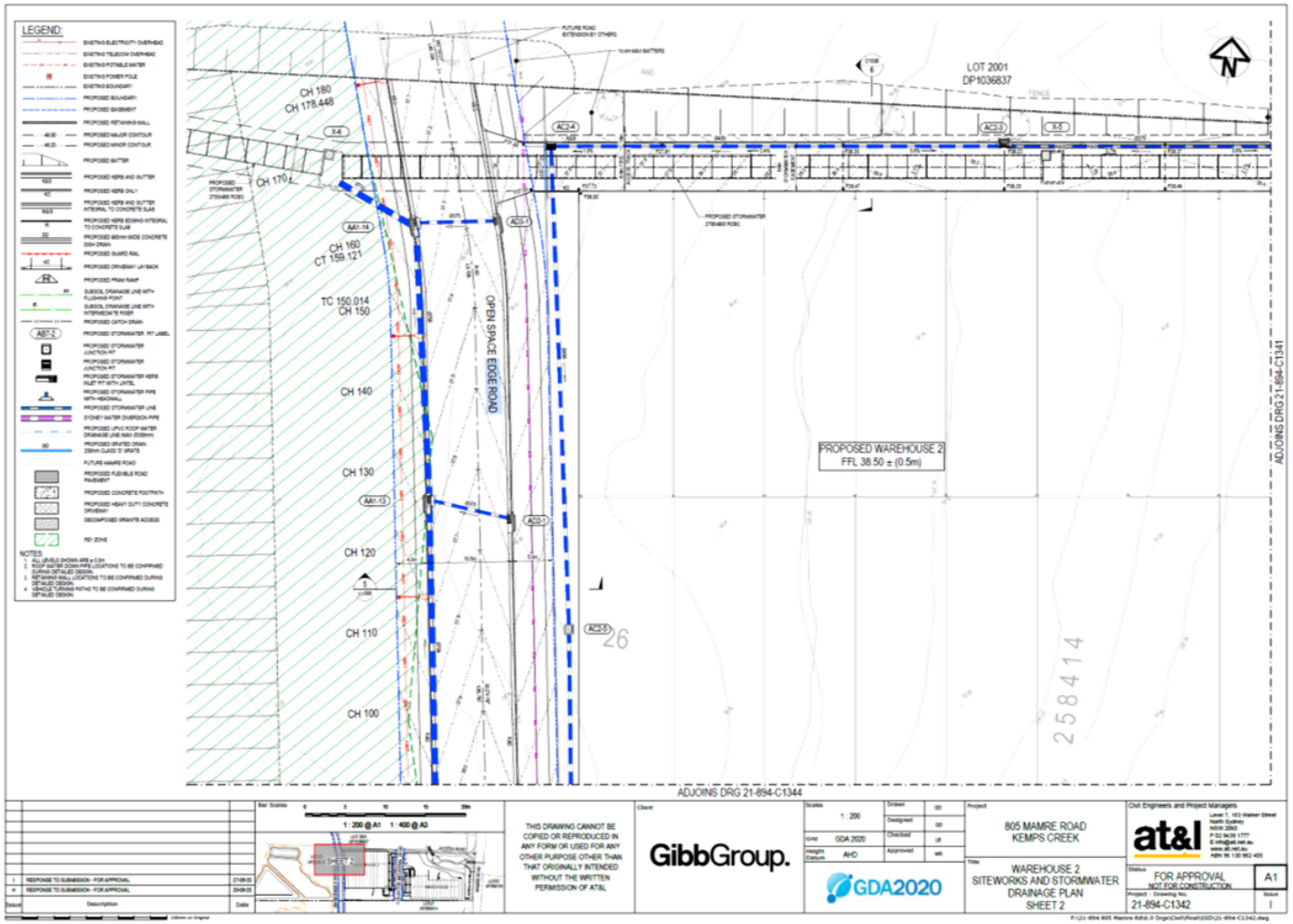
Annexure D Plans showing Collector Road Conversion Works

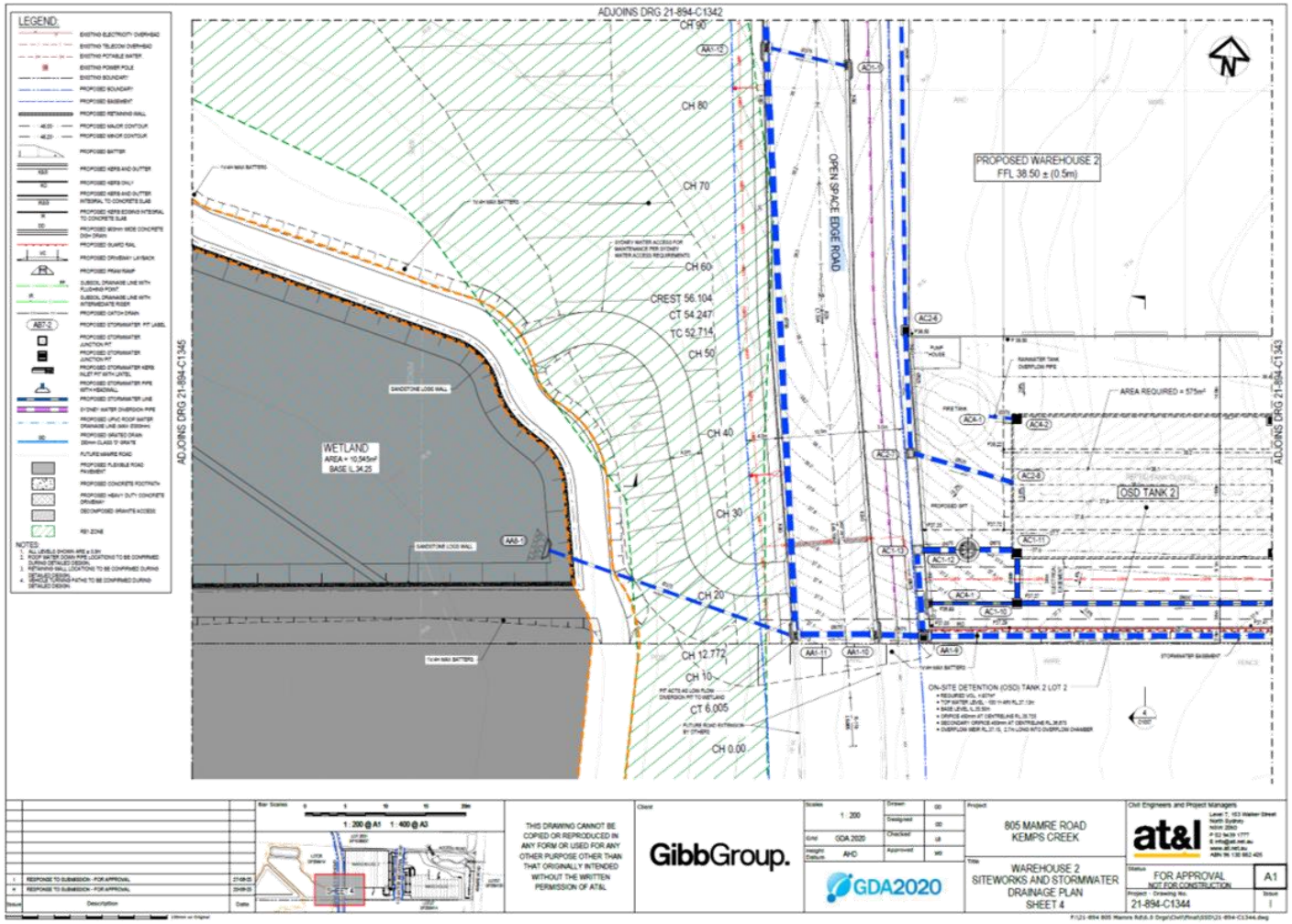



LEGEND
LOT 2001
DP1036837
ACCESS ROAD
MAMRE ROAD
PROPOSED TRUNK DRAINAGE CHANNEL SW01
ADJOINS DRG 21-894-C1403
805 MAMRE ROAD
KEMPS CREEK
WAREHOUSE 1
SITEWORKS AND
DECOMMISSIONING PLAN
SHEET 2
FOR APPROVAL
NOT FOR CONSTRUCTION
21-894-C1402
GibbGroup.
at&l
GDA2020

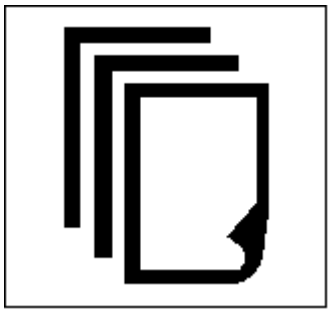

ADJOINS DRG 21-894-C1401
PROPOSED WAREHOUSE 1
FFL 40.50 ± (0.5m)
COLLECTOR INDUSTRIAL ROAD
MC01
FIRE TANK
PUMP ROOM
LOT27
DP258414
LEGEND
805 MAMRE ROAD
KEMPS CREEK
WAREHOUSE 1
SITEWORKS AND
DECOMMISSIONING PLAN
SHEET 4
FOR APPROVAL
NOT FOR CONSTRUCTION
21-894-C1404
GibbGroup.
at&l
GDA2020

Annexure E Plans showing Open Space Edge Road Works


LEGEND:
CH 180
CH 178.448
CH 170
CH 160
CT 159.121
TC 150.014
CH 150
CH 140
CH 130
CH 120
CH 110
CH 100
OPEN SPACE EDGE ROAD
LOT 2001
DP1036837
PROPOSED WAREHOUSE 2
FFL 38.50 ± (0.5m)
ADJOINS DRG 21-894-C1341
ADJOINS DRG 21-894-C1344
THIS DRAWING CANNOT BE COPIED OR REPRODUCED IN ANY FORM OR USED FOR ANY OTHER PURPOSE OTHER THAN THAT ORIGINALLY INTENDED WITHOUT THE WRITTEN PERMISSION OF AT&L
GibbGroup.
GDA2020
805 MAMRE ROAD
KEMPS CREEK
WAREHOUSE 2
SITEWORKS AND STORMWATER
DRAINAGE PLAN
SHEET 2
at&l
FOR APPROVAL
NOT FOR CONSTRUCTION
A1
21-894-C1342


LEGEND:
ADJOINS DRG 21-894-C1342
ADJOINS DRG 21-894-C1345
ADJOINS DRG 21-894-C1343
CH 90
CH 80
CH 70
CH 60
CH 50
CH 40
CH 30
CH 20
CH 12.772
CH 10
CH 6.005
CH 0.00
CREST 56.104
CT 54.247
TC 52.714
OPEN SPACE EDGE ROAD
PROPOSED WAREHOUSE 2
FFL 38.50 ± (0.5m)
AREA REQUIRED = 575m²
OSD TANK 2
WETLAND
AREA = 10,545m²
BASE IL 34.25
ON-SITE DETENTION (OSD) TANK 2 LOT 2
THIS DRAWING CANNOT BE COPIED OR REPRODUCED IN ANY FORM OR USED FOR ANY OTHER PURPOSE OTHER THAN THAT ORIGINALLY INTENDED WITHOUT THE WRITTEN PERMISSION OF AT&L
GibbGroup.
GDA2020
805 MAMRE ROAD
KEMPS CREEK
WAREHOUSE 2
SITEWORKS AND STORMWATER
DRAINAGE PLAN
SHEET 4
at&l
FOR APPROVAL
NOT FOR CONSTRUCTION
A1
21-894-C1344

ATTACHMENTS



Date of Meeting:	Monday 23 March 2026
Report Title:	Fire Safety Update
Attachments:	47-53 Vallance Street St Marys - Emergency Fire Safety Order 47-53 Vallance Street St Marys - Show Cause letter 47-53 Vallance Street St Marys - Inspection report 56 Lakeside Parade, Jordan Springs - Emergency Fire Safety Order 56 Lakeside Parade, Jordan Springs - Inspection report 366 Jamison Road Jamisontown - Inspection report 61-63 Watergum Drive, Jordan Springs - Inspection report

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File Ref. No: FRN26/336 - BFS26/311 - 8000047798
TRIM Ref. No: D2026/013522
Contact: Inspector Paul Scott

30 January 2026

CHAARGUL PARTNERS PTY LTD
53 Vallance Street,
ST MARYS NSW 2760

Dear The Proper Officer

RE: EMERGENCY FIRE SAFETY ORDER
SUNRISE METAL RECYCLING
47-53 VALLANCE STREET ST MARYS("the premises")

Pursuant to the provisions of Section 9.32(1) of the *Environmental Planning and Assessment Act 1979* (EP&A Act), Authorised Fire Officers from the Fire Safety Compliance Unit of Fire and Rescue NSW (FRNSW) inspected 'the premises' on 28 January 2026.

At the time of the inspection, the Authorised Fire Officer identified fire safety matters that were a significant concern to FRNSW. The activity or deficiencies identified are believed to constitute an emergency or a serious safety risk. As a result, under Section 9.34 of the EP&A Act, an Emergency Fire Safety Order (Order No. 1) is issued (copy attached).

Penrith City Council will receive a copy of the inspection report, including a copy of the Order under Sections 9.32, Section 9.35, Schedule 5, Part 6, Section 12 and Schedule 5, Part 8, Section 17 of the EP&A Act. FRNSW will conduct further inspections to assess compliance with the terms of the Order.

Please do not hesitate to contact Inspector Paul Scott of FRNSW's Fire Safety Compliance Unit at noticeorders@fire.nsw.gov.au or call on (02) 9742 7434 if there are any questions or concerns about the above matters. Please ensure that you refer to file reference FRN26/336 - BFS26/311 - 8000047798 regarding any correspondence concerning this matter.

Yours faithfully

Paul Scott
Team Leader
Fire Safety Compliance Unit

Fire and Rescue NSW **ABN** 12 593 473 110 **www.fire.nsw.gov.au**
Community Safety Directorate 1 Amarina Ave **T** (02) 9742 7434
Fire Safety Compliance Unit Greenacre NSW 2190 **F** (02) 9742 7843
www.fire.nsw.gov.au

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CC: Penrith City Council
Attention: Manager Compliance/Fire Safety

Email: council@penrith.city

The General Manager
Sunrise Metal Recycling

Email: info@sunrisemeatlrecycling.com.au

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Emergency Fire Safety Order
ORDER No. 1

Under the *Environmental Planning and Assessment Act 1979 (EP&A Act)*
Part 9 Implementation and Enforcement – Division 9.3 Development Control Orders
Fire Safety Orders in accordance with the table to Part 2 - Schedule 5.
Issue an Order in accordance with Section 9.34(1)(b)
Issue the Order as an Emergency Order Pursuant to Schedule 5, Part 8, Section 16

Property:

SUNRISE METAL RECYCLING
47-53 VALLANCE STREET ST MARYS ("the premises")
LOT 53 DP 31908
(name/address of premises to which Order is served)

Emergency Situation / Serious Risk to Safety:

The two buildings at the premises have not been provided with any compliant exits to permit occupants to evacuate in an emergency.

Multiple emergency lights are not lit, are broken or are not installed to direct occupants to the nearest exit in an emergency.

Authorised Fire Officer:

I,	**Paul Scott** (name)	**Inspector** (rank)	**6776** (number)

Being an Authorised Fire Officer in accordance with Schedule 5, Part 8, Section 16 of the *Environmental Planning and Assessment Act 1979*, and duly authorised for the purpose.

Hereby Order:

CHAARGUL PARTNERS PTY LTD (name of the person whom Order is served)	**Owner** (position, i.e. owner, building manager)

To do, or refrain from doing, the following things:

1. Restore all emergency exits at the building by,

a. Removing the blue metal wall in front of the egress door (northern section of warehouse building),

b. Remove the external sheet material screwed to the door frame on the eastern wall of the warehouse building,

c. Removing stock from in front of all egress doors,

d. Providing a clear path of travel, not less than 1000 mm wide, to all egress doors.

e. Removing all stock stored externally in the open yard that is obstructing discharge from exits on the western side of the warehouse to ensure a clear path of travel to a roadway.

f. Install a single hand downward action (lever action handle) to all egress doors, to be readily openable without a key from the side that faces a person seeking egress,

g. Removing all non-compliant latching that does not comply with Clause D3D26 of the National Construction Code 2022, Volume 1 Building Code of Australia.

h. Remove the padlock from the chain wire gate on the northern side of the building to provide a clear path of travel to a roadway. Where security to the gate is required, a latching device (handle) in accordance with Clause D3D26 of the National Construction Code 2022, Volume 1 Building Code of Australia may be installed.

i. Install a suitable walking surface at the point of discharge from the south-eastern exit (office building) to driveway and from the south-western exit (warehouse building) to the pathway to ensure the path of travel to open space is safe and free from trip hazards.

j. Repair egress doors to ensure they are capable of swinging in the direction of travel.

2. Reinstate, repair, and install exit signage at each egress door.

The reasons for the issue of this Order are:

a. At the time of inspection, the building was occupied.

b. All exits within the warehouse are obstructed by internal walls, stock (internal and external) preventing occupants from evacuating from the building during a fire or other emergency.

c. Multiple doors contain latching device no capable of operation by single handle downward or pushing action, thereby likely to hinder the safe and timely evacuation of occupants in the event of a fire.

d. The handles on multiple doors could not be viewed due to determine if they were operable.

e. A slide-action lock on the western egress door required two hands to unlatch the door to evacuate the building.

f. The egress door on the eastern side (Vallance Street) has been boarded up by a metal sheet.

g. An exit has not been provided from the building to allow occupants to evacuate safely. A delay in evacuation will expose occupants to elevated temperature and smoke.

h. The exits from the southern side of the warehouse and office building were not provided with a flat walking surface. The stairs and walkway were damaged and not trafficable by persons.

i. Paths of travel from a building that are not trafficable may expose occupants to elevated temperatures and smoke endangering life.

The terms of the Order are to be complied with:

By no later than **1200 hours** on the **9 February 2026**.

Considerations for Emergency Order:

Pursuant to Schedule 5, Part 8, Section (16) of the EP&A Act, this Order has been given as an Emergency Order as there are circumstances that the authorised fire officer believes constitute an emergency or a serious safety risk.

Appeals

Pursuant to Section 8.18(2) of the EP&A Act, a person may not appeal against a fire safety order given by an authorised fire officer (other than an order that prevents a person from using or entering the premises).

Non-Compliance with the Order

A person that fails to comply with this Order may be guilty of an offence under Section 9.37 of the EP&A Act. A person that fails to comply with this Order by a particular specified time, or within a particular specified period, continues never-the-less to be obliged to comply with the Order and therefore must comply with the Order, or they may be guilty of an offence under Section 9.50 of the EP&A Act.

Signed:

Paul Scott
Team Leader
Fire Safety Compliance Unit

This Emergency Fire Safety Order No. 1 was hand delivered on **30 January 2026**.

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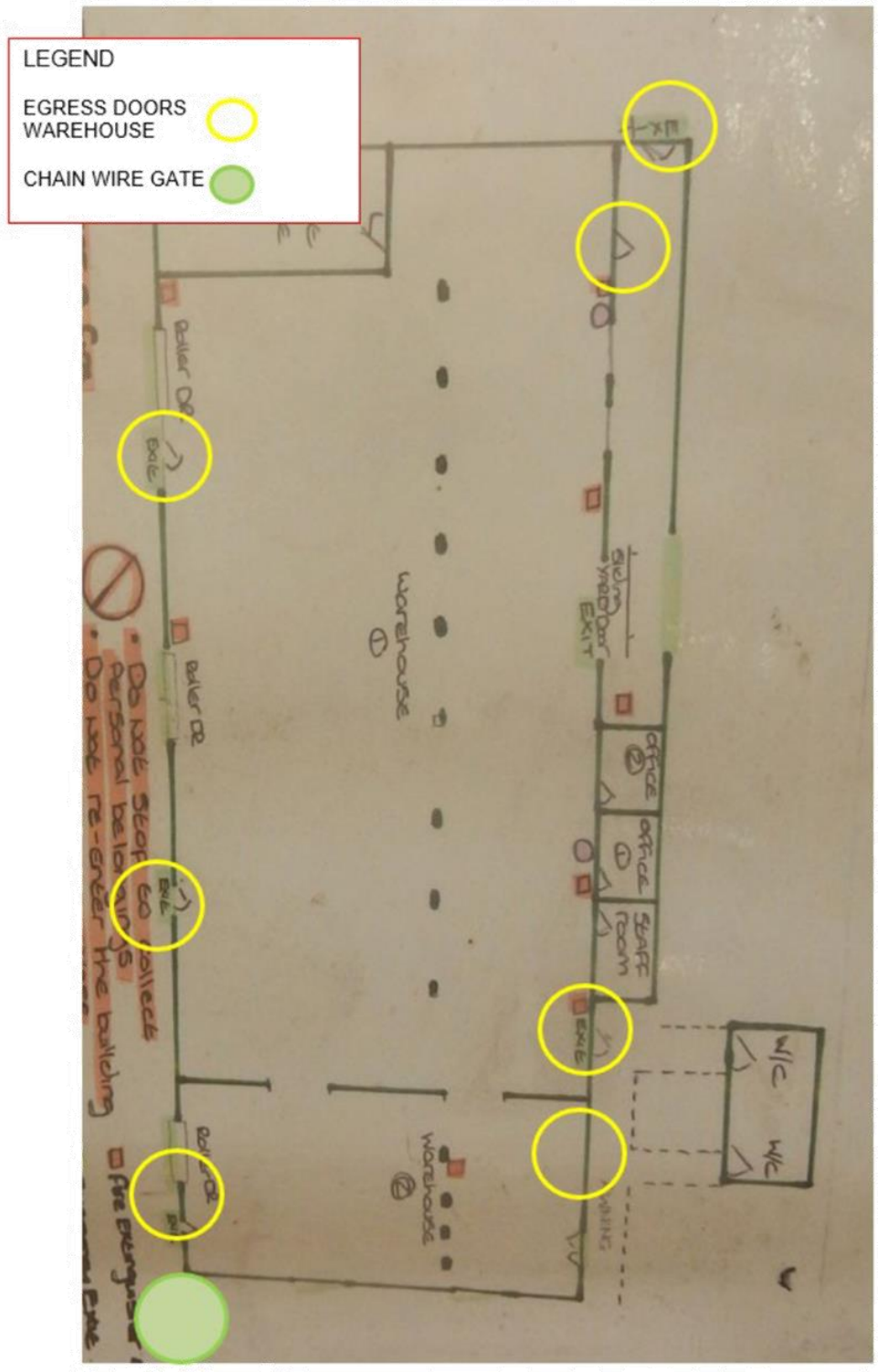

Figure 1 - Egress doors warehouse

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File Ref. No: FRN26/336 - BFS26/311 - 8000047798
TRIM Ref. No: D2026/024834
Contact: Inspector Paul Scott

17 February 2026

CHAARGUL PARTNERS PTY LTD
53 Vallance Street,
ST MARYS NSW 2760

Dear The Proper Officer

RE: SHOW CAUSE
SUNRISE METAL RECYCLING
47-53 VALLANCE STRETE ST MARYS ("the premises")

An inspection of 'the premises' on 11 February 2026 by Authorised Fire Officers of the Fire Safety Compliance Unit of Fire and Rescue New South Wales (FRNSW) was in response to FRNSW's Emergency Order 1 dated 30 January 2026 ("the Order") issued under Section 9.34 of the *Environmental Planning & Assessment Act 1979* (EP&A Act) [copy attached].

At the time of the inspection, observations confirmed that the following items remain outstanding:

1. Restore all emergency exits at the building by,

~~a. Removing the blue metal wall in front of the egress door (northern section of warehouse building),~~

~~b. Remove the external sheet material screwed to the door frame on the eastern wall of the warehouse building,~~

c. Removing stock from in front of all egress doors,

d. Providing a clear path of travel, not less than 1000 mm wide, to all egress doors.

~~e. Removing all stock stored externally in the open yard that is obstructing discharge from exits on the western side of the warehouse to ensure a clear path of travel to a roadway.~~

f. Install a single hand downward action (lever action handle) to all egress doors, to be readily openable without a key from the side that faces a person seeking egress,

Fire and Rescue NSW **ABN** 12 593 473 110 **www.fire.nsw.gov.au**
Community Safety Directorate 1 Amarina Ave **T** (02) 9742 7434
Fire Safety Compliance Unit Greenacre NSW 2190 **F** (02) 9742 7843
www.fire.nsw.gov.au

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g. Removing all non-compliant latching that does not comply with Clause D3D26 of the National Construction Code 2022, Volume 1 Building Code of Australia.

h. Remove the padlock from the chain wire gate on the northern side of the building to provide a clear path of travel to a roadway. Where security to the gate is required, a latching device (handle) in accordance with Clause D3D26 of the National Construction Code 2022, Volume 1 Building Code of Australia may be installed.

i. Install a suitable walking surface at the point of discharge from the south-eastern exit (office building) to driveway and from the south-western exit (warehouse building) to the pathway to ensure the path of travel to open space is safe and free from trip hazards.

j. Repair egress doors to ensure they are capable of swinging in the direction of travel.

2. Reinstate, repair, and install exit signage at each egress door.

Please be advised that failure to comply with 'the Order' and continued use of 'the premises' may constitute a significant fire hazard to person/s that occupy the building, including property in the neighbourhood.

You are therefore requested to provide details in writing that confirms a proposed date for compliance with the outstanding items listed in 'the Order' by no later than 2 March 2026.

Failure to comply with 'the Order' may result in legal action that includes but is not limited to Orders to evacuate 'the premises' or significant fines. Should FRNSW not receive these details by the specified date, a determination will be made based on the information available at the time.

Please do not hesitate to contact Inspector Paul Scott of FRNSW's Fire Safety Compliance Unit at noticeorders@fire.nsw.gov.au or call on (02) 9742 7434 if there are any questions or concerns about the above matters. Please ensure that you refer to file reference FRN26/336 - BFS26/311 - 8000047798 regarding any correspondence concerning this matter.

Yours faithfully

Paul Scott
Team Leader
Fire Safety Compliance Unit

C.C. Penrith City Council
Attention: Manager Compliance/Fire Safety
Email: council@penrith.city

The General Manager
Sunrise Metal Recycling
Email: info@sunrisemetalrecycling.com.au

Attachments [Appendix 1 – Emergency Order No. 1 – 6 pages}

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Appendix 1 – Emergency Order No. 1

OFFICIAL

File Ref. No: FRN26/336 - BFS26/311 - 8000047798
TRIM Ref. No: D2026/013522
Contact: Inspector Paul Scott

30 January 2026

CHAARGUL PARTNERS PTY LTD
53 Vallance Street,
ST MARYS NSW 2760

Dear The Proper Officer

RE: EMERGENCY FIRE SAFETY ORDER
SUNRISE METAL RECYCLING
47-53 VALLANCE STREET ST MARYS("the premises")

Pursuant to the provisions of Section 9.32(1) of the *Environmental Planning and Assessment Act 1979* (EP&A Act), Authorised Fire Officers from the Fire Safety Compliance Unit of Fire and Rescue NSW (FRNSW) inspected 'the premises' on 28 January 2026.

At the time of the inspection, the Authorised Fire Officer identified fire safety matters that were a significant concern to FRNSW. The activity or deficiencies identified are believed to constitute an emergency or a serious safety risk. As a result, under Section 9.34 of the EP&A Act, an Emergency Fire Safety Order (Order No. 1) is issued (copy attached).

Penrith City Council will receive a copy of the inspection report, including a copy of the Order under Sections 9.32, Section 9.35, Schedule 5, Part 6, Section 12 and Schedule 5, Part 8, Section 17 of the EP&A Act. FRNSW will conduct further inspections to assess compliance with the terms of the Order.

Please do not hesitate to contact Inspector Paul Scott of FRNSW's Fire Safety Compliance Unit at noticeorders@fire.nsw.gov.au or call on (02) 9742 7434 if there are any questions or concerns about the above matters. Please ensure that you refer to file reference FRN26/336 - BFS26/311 - 8000047798 regarding any correspondence concerning this matter.

Yours faithfully

Paul Scott
Team Leader
Fire Safety Compliance Unit

Fire and Rescue NSW | ABN 12 593 473 110 | www.fire.nsw.gov.au
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Fire Safety Compliance Unit | Greenacre NSW 2190 | F (02) 9742 7843
www.fire.nsw.gov.au

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CC: Penrith City Council
Attention: Manager Compliance/Fire Safety

Email: council@penrith.city

The General Manager
Sunrise Metal Recycling

Email: info@sunrisemeatlrecycling.com.au

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Emergency Fire Safety Order
ORDER No. 1

Under the *Environmental Planning and Assessment Act 1979 (EP&A Act)*
Part 9 Implementation and Enforcement – Division 9.3 Development Control Orders
Fire Safety Orders in accordance with the table to Part 2 - Schedule 5.
Issue an Order in accordance with Section 9.34(1)(b)
Issue the Order as an Emergency Order Pursuant to Schedule 5, Part 8, Section 16

Property:

SUNRISE METAL RECYCLING
47-53 VALLANCE STREET ST MARYS ("the premises")
LOT 53 DP 31908
(name/address of premises to which Order is served)

Emergency Situation / Serious Risk to Safety:

The two buildings at the premises have not been provided with any compliant exits to permit occupants to evacuate in an emergency.

Multiple emergency lights are not lit, are broken or are not installed to direct occupants to the nearest exit in an emergency.

Authorised Fire Officer:

I, **Paul Scott** (name) **Inspector** (rank) **6776** (number)

Being an Authorised Fire Officer in accordance with Schedule 5, Part 8, Section 16 of the *Environmental Planning and Assessment Act 1979*, and duly authorised for the purpose.

Hereby Order:

CHAARGUL PARTNERS PTY LTD (name of the person whom Order is served) **Owner** (position, i.e. owner, building manager)

To do, or refrain from doing, the following things:

1. Restore all emergency exits at the building by,

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a. Removing the blue metal wall in front of the egress door (northern section of warehouse building),

b. Remove the external sheet material screwed to the door frame on the eastern wall of the warehouse building,

c. Removing stock from in front of all egress doors,

d. Providing a clear path of travel, not less than 1000 mm wide, to all egress doors.

e. Removing all stock stored externally in the open yard that is obstructing discharge from exits on the western side of the warehouse to ensure a clear path of travel to a roadway.

f. Install a single hand downward action (lever action handle) to all egress doors, to be readily openable without a key from the side that faces a person seeking egress,

g. Removing all non-compliant latching that does not comply with Clause D3D26 of the National Construction Code 2022, Volume 1 Building Code of Australia.

h. Remove the padlock from the chain wire gate on the northern side of the building to provide a clear path of travel to a roadway. Where security to the gate is required, a latching device (handle) in accordance with Clause D3D26 of the National Construction Code 2022, Volume 1 Building Code of Australia may be installed.

i. Install a suitable walking surface at the point of discharge from the south-eastern exit (office building) to driveway and from the south-western exit (warehouse building) to the pathway to ensure the path of travel to open space is safe and free from trip hazards.

j. Repair egress doors to ensure they are capable of swinging in the direction of travel.

2. Reinstate, repair, and install exit signage at each egress door.

The reasons for the issue of this Order are:

a. At the time of inspection, the building was occupied.

b. All exits within the warehouse are obstructed by internal walls, stock (internal and external) preventing occupants from evacuating from the building during a fire or other emergency.

c. Multiple doors contain latching device no capable of operation by single handle downward or pushing action, thereby likely to hinder the safe and timely evacuation of occupants in the event of a fire.

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d. The handles on multiple doors could not be viewed due to determine if they were operable.

e. A slide-action lock on the western egress door required two hands to unlatch the door to evacuate the building.

f. The egress door on the eastern side (Vallance Street) has been boarded up by a metal sheet.

g. An exit has not been provided from the building to allow occupants to evacuate safely. A delay in evacuation will expose occupants to elevated temperature and smoke.

h. The exits from the southern side of the warehouse and office building were not provided with a flat walking surface. The stairs and walkway were damaged and not trafficable by persons.

i. Paths of travel from a building that are not trafficable may expose occupants to elevated temperatures and smoke endangering life.

The terms of the Order are to be complied with:

By no later than **1200 hours** on the **9 February 2026**.

Considerations for Emergency Order:

Pursuant to Schedule 5, Part 8, Section (16) of the EP&A Act, this Order has been given as an Emergency Order as there are circumstances that the authorised fire officer believes constitute an emergency or a serious safety risk.

Appeals

Pursuant to Section 8.18(2) of the EP&A Act, a person may not appeal against a fire safety order given by an authorised fire officer (other than an order that prevents a person from using or entering the premises).

Non-Compliance with the Order

A person that fails to comply with this Order may be guilty of an offence under Section 9.37 of the EP&A Act. A person that fails to comply with this Order by a particular specified time, or within a particular specified period, continues never-the-less to be obliged to comply with the Order and therefore must comply with the Order, or they may be guilty of an offence under Section 9.50 of the EP&A Act.

Signed:

Paul Scott
Team Leader
Fire Safety Compliance Unit

This Emergency Fire Safety Order No. 1 was hand delivered on **30 January 2026**.

www.fire.nsw.gov.au Page 5 of 6

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www.fire.nsw.gov.au Page 7 of 8

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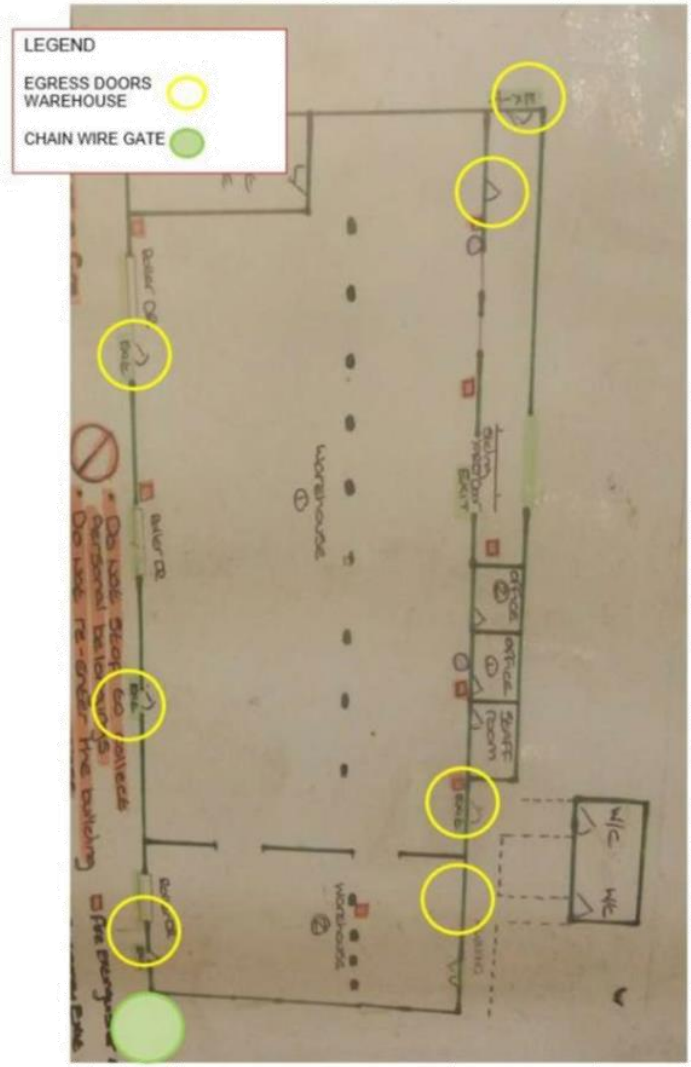

Figure 1 - Egress doors warehouse

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File Ref. No: FRN26/336 - BFS26/311 - 8000047798
TRIM Ref. No: D2026/028696
Contact: Inspector Paul Scott

26 February 2026

Penrith City Council
PO Box 60
PENRITH NSW 2751

Email: council@penrith.city

Attention: Manager Compliance/Fire Safety

Dear Sir / Madam

Re: INSPECTION REPORT
SUNRISE METAL RECYCLING
47-53 VALLANCE STREET ST MARYS (hereafter "the premises")

Fire and Rescue NSW (FRNSW) received correspondence concerning the adequacy of the provision for fire safety in or in connection with the premises.

Pursuant to Section 9.32(1) of the *Environmental Planning and Assessment Act 1979* (EP&A Act), Authorised Fire Officers from the Fire Safety Compliance Unit of FRNSW inspected the premises on 28 January 2026.

On behalf of the Commissioner of FRNSW, the comments in this report are provided under Section 9.32(4) and Schedule 5, Part 8, Section 17(1) of the EP&A Act.

COMMENTS

The following items were identified in relation to the provisions for fire safety:

Provisions for Fire Safety

Fire Resistance

1. FRNSW estimate that the building has floor area of 4100m^{2}, is of Type C construction and is considered a large isolated building in accordance with Clause C3D3 and C3D4 of the National Construction Code 2022, Volume 1 Building Code of Australia (NCC).

Fire and Rescue NSW **ABN** 12 593 473 110 **www.fire.nsw.gov.au**
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Fire Safety Compliance Unit Greenacre NSW 2190 **F** (02) 9742 7483
www.fire.nsw.gov.au

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2. The building has not been provided with perimeter vehicle access, in accordance with C3D5 (2) of the NCC.

Egress

3. Multiple paths of travel to exits were not 1m wide contrary to the requirements of Clause D2D8 of the NCC.

4. The path of travel from the south east exit (Office building) to open space was not provided with a suitable walking surface which is free from trips, slips and falls. In this regard stair treads were missing and rubble filled walkways, outside the building.

5. Multiple exit doors throughout the premise had barrel bolts, snib-style levers and padlocks securing the doors contrary to the requirements of Clause D3D26 of the NCC.

Smoke Detection and Alarm Systems

6. FRNSW were advised that two persons sleep at the premises (see Comment 14). FRNSW requested that the owner install smoke alarms throughout the office, place of worship and sleeping areas, as an interim measure until Council makes a determination regarding approved use.

Automatic Fire Suppression System

7. A sprinkler system is installed at the premises but is not operational contrary to the requirements of Clause C3D4(a)(ii) and Specification 17 of the NCC. In this regard,

   7A. The sprinkler booster was not accessible through a small opening in the boundary fence.

   7B. The pressure gauge on the sprinkler booster was difficult to read due to the plastic window being severely crazed.

   7C. The manager of the site advised FRNSW that the sprinkler system was not operational.

Fire Hose Reels (FHR's)

8. The nozzles of multiple fire hose reels were not installed within the interlock device contrary to the requirements of Clause 2.2.7.2 of Australian Standard (AS) 1221-1997.

9. Some of the hose reels were fully wound out. The nozzle was not accessible at the hose reel stop valve.

   FRNSW demonstrated how the interlock operated on a hose reel to the manager so he could instruct his employees on the importance of winding the hose reel back to the drum, so the hose reel is ready to attack a fire at the premises.

Portable Fire Extinguishers (PFE's)

10. PFE's were not installed in numerous locations at the premises contrary to the requirements of Clause E1D14 of the NCC.

Regulatory Requirements

Fire Safety Statements

11. A copy of the current Annual Fire Safety Statement (AFSS) and a copy of the current Fire Safety Schedule (FSS) were not prominently displayed within the building in accordance with Section 89 of the EPAR 2021.

Fire Safety Offences

12. Multiple exits were blocked by stock and machinery contrary to the requirements of Section 109 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021 (EPAR21).

Other Findings

13. The office area had two rooms that had the appearance of a prayer room or a place of worship. FRNSW were advised the two rooms were used as an overflow for the Guildford Mosque.

14. FRNSW were advised that two persons reside at the premises as caretakers. Council may wish to confirm that the premises were approved for such use.

FIRE SAFETY ORDER NO. 1

Authorised Fire Officers' of FRNSW issued an Emergency Order No. **1**, dated 30 January 2026, under the provisions of Section 9.34 of the EP&A Act.

Under Schedule 5, Part 6, Section 12 of the EP&A Act, a copy of the Order is attached for your information. FRNSW will conduct further inspections of the building to assess compliance with the terms of this Order and advise Council accordingly.

RE-INSPECTION

Pursuant to the provisions of Section 9.32(1)(b) of the EP&A Act and Section 112 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021 (EPAR2021), Authorised Fire Officers from the Fire Safety Compliance Unit of FRNSW inspected the premises on 11 February 2026.

The Terms of the Order had not been complied with. A Show Cause was issued 17 February 20126. FRNSW will conduct further inspections of the premises.

LIMITATIONS

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The items listed in the comments of this report are based on the following limitations:

- FRNSW's inspection of the premises may have been conducted without having the development consent and / or approved plans as a reference.
- FRNSW's inspection of the premises was a non-invasive visual inspection.
- FRNSW authorised fire officers may not have been able to access all areas of the premises at the time of inspection.
- The following parts of the premises were not able to be inspected:
    - Sole Occupancy Units

RECOMMENDATIONS

FRNSW recommends that Council:

a. Review this report and conduct an inspection.

b. Conduct an audit of the premises with consideration to Sections C, D and E of the NCC.

c. Address any other deficiencies identified on the premises.

Please be advised that Schedule 5, Part 8, Section 17(2) requires any report or recommendation from the Commissioner of FRNSW to be tabled at a Council meeting. FRNSW refers this matter to the Council as the appropriate regulatory authority and awaits the Council's advice regarding its determination under Schedule 5, Part 8, Section 17 (4) of the EP&A Act.

Please do not hesitate to contact Inspector Paul Scott of FRNSW's Fire Safety Compliance Unit at FireSafety@fire.nsw.gov.au or call (02) 9742 7434. If you have any questions or concerns regarding the above matters, please ensure that you refer to file reference FRN26/336 - BFS26/311 - 8000047798 for any future correspondence concerning this matter.

Yours faithfully

Paul Scott
Team Leader
Fire Safety Compliance Unit

Attachment: [Appendix 1- Emergency Fire safety Order No. 1 – 6 pages.]

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Appendix 1- Emergency Fire safety Order No. 1

OFFICIAL

File Ref. No: FRN26/336 - BFS26/311 - 8000047798
TRIM Ref. No: D2026/013522
Contact: Inspector Paul Scott

30 January 2026

CHAARGUL PARTNERS PTY LTD
53 Vallance Street,
ST MARYS NSW 2760

Dear The Proper Officer

RE: EMERGENCY FIRE SAFETY ORDER
SUNRISE METAL RECYCLING
47-53 VALLANCE STREET ST MARYS("the premises")

Pursuant to the provisions of Section 9.32(1) of the *Environmental Planning and Assessment Act 1979* (EP&A Act), Authorised Fire Officers from the Fire Safety Compliance Unit of Fire and Rescue NSW (FRNSW) inspected 'the premises' on 28 January 2026.

At the time of the inspection, the Authorised Fire Officer identified fire safety matters that were a significant concern to FRNSW. The activity or deficiencies identified are believed to constitute an emergency or a serious safety risk. As a result, under Section 9.34 of the EP&A Act, an Emergency Fire Safety Order (Order No. 1) is issued (copy attached).

Penrith City Council will receive a copy of the inspection report, including a copy of the Order under Sections 9.32, Section 9.35, Schedule 5, Part 6, Section 12 and Schedule 5, Part 8, Section 17 of the EP&A Act. FRNSW will conduct further inspections to assess compliance with the terms of the Order.

Please do not hesitate to contact Inspector Paul Scott of FRNSW's Fire Safety Compliance Unit at noticeorders@fire.nsw.gov.au or call on (02) 9742 7434 if there are any questions or concerns about the above matters. Please ensure that you refer to file reference FRN26/336 - BFS26/311 - 8000047798 regarding any correspondence concerning this matter.

Yours faithfully

Paul Scott
Team Leader
Fire Safety Compliance Unit

Fire and Rescue NSW	**ABN** 12 593 473 110	**www.fire.nsw.gov.au**
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Fire Safety Compliance Unit	Greenacre NSW 2190	F (02) 9742 7843
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CC: Penrith City Council
Attention: Manager Compliance/Fire Safety

Email: council@penrith.city

The General Manager
Sunrise Metal Recycling

Email: info@sunrisemeatlrecycling.com.au

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Emergency Fire Safety Order
ORDER No. 1

Under the *Environmental Planning and Assessment Act 1979 (EP&A Act)*
Part 9 Implementation and Enforcement – Division 9.3 Development Control Orders
Fire Safety Orders in accordance with the table to Part 2 - Schedule 5.
Issue an Order in accordance with Section 9.34(1)(b)
Issue the Order as an Emergency Order Pursuant to Schedule 5, Part 8, Section 16

Property:

SUNRISE METAL RECYCLING
47-53 VALLANCE STREET ST MARYS ("the premises")
LOT 53 DP 31908
(name/address of premises to which Order is served)

Emergency Situation / Serious Risk to Safety:

The two buildings at the premises have not been provided with any compliant exits to permit occupants to evacuate in an emergency.

Multiple emergency lights are not lit, are broken or are not installed to direct occupants to the nearest exit in an emergency.

Authorised Fire Officer:

I,	**Paul Scott** (name)	**Inspector** (rank)	**6776** (number)

Being an Authorised Fire Officer in accordance with Schedule 5, Part 8, Section 16 of the *Environmental Planning and Assessment Act 1979*, and duly authorised for the purpose.

Hereby Order:

CHAARGUL PARTNERS PTY LTD (name of the person whom Order is served)	**Owner** (position, i.e. owner, building manager)

To do, or refrain from doing, the following things:

1. Restore all emergency exits at the building by,

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a. Removing the blue metal wall in front of the egress door (northern section of warehouse building),

b. Remove the external sheet material screwed to the door frame on the eastern wall of the warehouse building,

c. Removing stock from in front of all egress doors,

d. Providing a clear path of travel, not less than 1000 mm wide, to all egress doors.

e. Removing all stock stored externally in the open yard that is obstructing discharge from exits on the western side of the warehouse to ensure a clear path of travel to a roadway.

f. Install a single hand downward action (lever action handle) to all egress doors, to be readily openable without a key from the side that faces a person seeking egress,

g. Removing all non-compliant latching that does not comply with Clause D3D26 of the National Construction Code 2022, Volume 1 Building Code of Australia.

h. Remove the padlock from the chain wire gate on the northern side of the building to provide a clear path of travel to a roadway. Where security to the gate is required, a latching device (handle) in accordance with Clause D3D26 of the National Construction Code 2022, Volume 1 Building Code of Australia may be installed.

i. Install a suitable walking surface at the point of discharge from the south-eastern exit (office building) to driveway and from the south-western exit (warehouse building) to the pathway to ensure the path of travel to open space is safe and free from trip hazards.

j. Repair egress doors to ensure they are capable of swinging in the direction of travel.

2. Reinstate, repair, and install exit signage at each egress door.

The reasons for the issue of this Order are:

a. At the time of inspection, the building was occupied.

b. All exits within the warehouse are obstructed by internal walls, stock (internal and external) preventing occupants from evacuating from the building during a fire or other emergency.

c. Multiple doors contain latching device no capable of operation by single handle downward or pushing action, thereby likely to hinder the safe and timely evacuation of occupants in the event of a fire.

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d. The handles on multiple doors could not be viewed due to determine if they were operable.

e. A slide-action lock on the western egress door required two hands to unlatch the door to evacuate the building.

f. The egress door on the eastern side (Vallance Street) has been boarded up by a metal sheet.

g. An exit has not been provided from the building to allow occupants to evacuate safely. A delay in evacuation will expose occupants to elevated temperature and smoke.

h. The exits from the southern side of the warehouse and office building were not provided with a flat walking surface. The stairs and walkway were damaged and not trafficable by persons.

i. Paths of travel from a building that are not trafficable may expose occupants to elevated temperatures and smoke endangering life.

The terms of the Order are to be complied with:

By no later than **1200 hours** on the **9 February 2026**.

Considerations for Emergency Order:

Pursuant to Schedule 5, Part 8, Section (16) of the EP&A Act, this Order has been given as an Emergency Order as there are circumstances that the authorised fire officer believes constitute an emergency or a serious safety risk.

Appeals

Pursuant to Section 8.18(2) of the EP&A Act, a person may not appeal against a fire safety order given by an authorised fire officer (other than an order that prevents a person from using or entering the premises).

Non-Compliance with the Order

A person that fails to comply with this Order may be guilty of an offence under Section 9.37 of the EP&A Act. A person that fails to comply with this Order by a particular specified time, or within a particular specified period, continues never-the-less to be obliged to comply with the Order and therefore must comply with the Order, or they may be guilty of an offence under Section 9.50 of the EP&A Act.

Signed:

Paul Scott
Team Leader
Fire Safety Compliance Unit

This Emergency Fire Safety Order No. 1 was hand delivered on **30 January 2026**.

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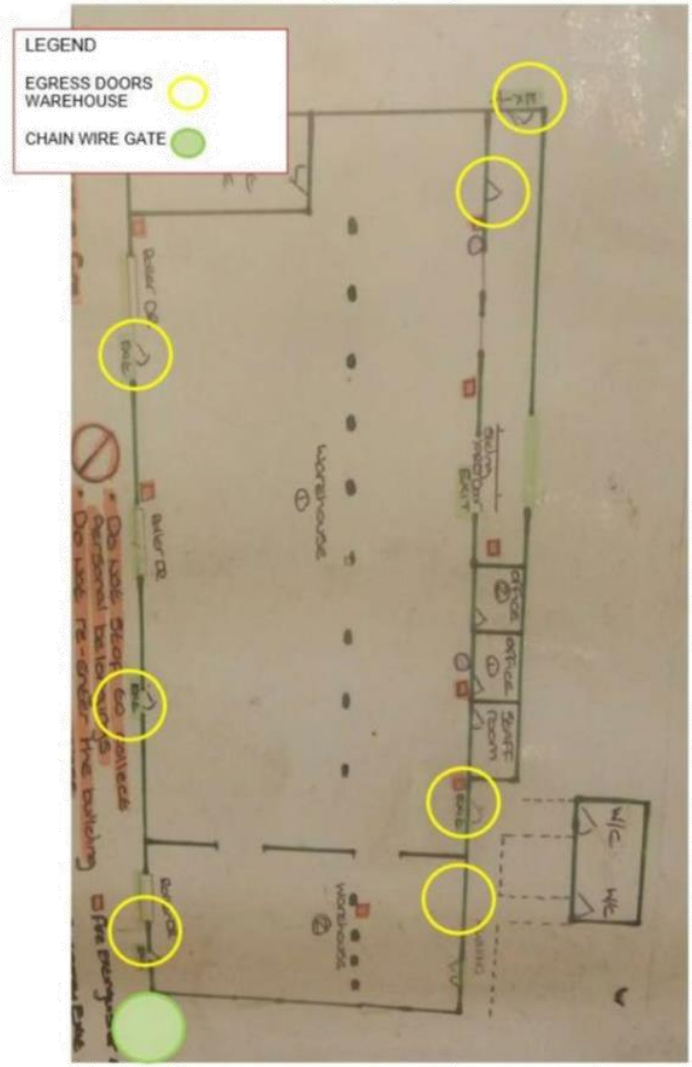

Figure 1 - Egress doors warehouse

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File Ref. No: FRN16/545 – BFS25/9015 - 8000047286
TRIM Ref. No: D26/16111
Contact: Ryan Maestri

5 February 2026

The Owners – Strata Plan No. 92763
C/- Strata Edge
498-502 Parramatta Road
PETERSHAM NSW 2049

Dear Sir / Madam

RE: EMERGENCY FIRE SAFETY ORDER
MIXED USE RESIDENTIAL FLAT BUILDING
56 LAKESIDE PARADE, JORDAN SPRINGS("the premises")

Pursuant to the provisions of Section 9.32(1) of the *Environmental Planning and Assessment Act 1979* (EP&A Act), Authorised Fire Officers from the Fire Safety Compliance Unit of Fire and Rescue NSW (FRNSW) inspected 'the premises' on 4 February 2026.

At the time of the inspection, the Authorised Fire Officer identified fire safety matters that were a significant concern to FRNSW. The activity or deficiencies identified are believed to constitute an emergency or a serious safety risk. As a result, under Section 9.34 of the EP&A Act, an Emergency Fire Safety Order (Order No. 1) is issued (copy attached).

Penrith City Council will receive a copy of the inspection report, including a copy of the Order under Sections 9.32, Section 9.35, Schedule 5, Part 6, Section 12 and Schedule 5, Part 8, Section 17 of the EP&A Act. FRNSW will conduct further inspections to assess compliance with the terms of the Order.

Please do not hesitate to contact Ryan Maestri of FRNSW's Fire Safety Compliance Unit at noticeorders@fire.nsw.gov.au or call on (02) 9742 7434 if there are any

Fire and Rescue NSW **ABN** 12 593 473 110 **www.fire.nsw.gov.au**
Community Safety Directorate 1 Amarina Ave **T** (02) 9742 7434
Fire Safety Compliance Unit Greenacre NSW 2190 **F** (02) 9742 7843
www.fire.nsw.gov.au

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questions or concerns about the above matters. Please ensure that you refer to file reference FRN16/545 – BFS25/9015 - 8000047286 regarding any correspondence concerning this matter.

Yours faithfully

Ryan Maestri
Senior Building Surveyor
Fire Safety Compliance Unit

CC: The Owners – Strata Plan No. 92763
C/- Strata Edge
193-195 Parramatta Road
ANNANDALE NSW 2038

Strata Edge
admin@strataedge.com.au

Hanni Attie
Compliance
Strata Edge
hanni@strataedge.com.au

Strata Manager
moe@strataedge.com.au

General Manager
Penrith City Council
council@penrith.city

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Emergency Fire Safety Order
ORDER No. 1

Under the *Environmental Planning and Assessment Act 1979 (EP&A Act)*
Part 9 Implementation and Enforcement – Division 9.3 Development Control Orders
Fire Safety Orders in accordance with the table to Part 2 - Schedule 5.
Issue an Order in accordance with Section 9.34(1)(b)
Issue the Order as an Emergency Order Pursuant to Schedule 5, Part 8, Section 16

Property:

MIXED USE RESIDENTIAL FLAT BUILDING
SP 92763
56 LAKESIDE PARADE, JORDAN SPRINGS ("the premises")
(name/address of premises to which Order is served)

Emergency Situation / Serious Risk to Safety:

1. Significant parts of the building's Automatic Fire Detection and Alarm System are not operational due to faults and disablements. This may result in significantly delayed notification to occupants of a fire, risking their safety and delaying fire brigade intervention.

Authorised Fire Officer:

I,	**Ryan Maestri** (name)	**Senior Building Surveyor** (rank)	**909346** (number)

Being an Authorised Fire Officer in accordance with Schedule 5, Part 8, Section 16 of the *Environmental Planning and Assessment Act 1979*, and duly authorised for the purpose.

Hereby Order:

The Owners – Strata Pan No. 92763 (name of the person whom Order is served)	**Owner** (position, i.e. owner, building manager)

To do the following things:

1. Undertake works to the Automatic Fire Detection and Alarm System to ensure that all faults are rectified and that all isolations are removed.

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The reasons for the issue of this Order are:

1. The safety of persons is not ensured or promoted in the event of a fire as a result of the following:

    a. At the time of the inspection on 4 February 2026, the building was occupied.

    b. The smoke detection system installed throughout the premises was not operational in all parts of the building due to a total of 3 faults and 7 isolations in the system.

    c. Notification to occupants of a fire in the areas of the building affected by the faults and disablements is likely to be significantly delayed.

    d. A delay in the notification of a fire to occupants is likely to increase the risk of harm to occupants and delay fire brigade intervention.

2. To do such things specified in the Order to ensure or promote adequate fire safety or awareness.

The terms of the Order are to be complied with:

By no later than **5 pm** on the **12 February 2026**.

Considerations for Emergency Order:

Pursuant to Schedule 5, Part 8, Section (16) of the EP&A Act, this Order has been given as an Emergency Order as there are circumstances that the authorised fire officer believes constitute an emergency or a serious safety risk.

Appeals

Pursuant to Section 8.18(2) of the EP&A Act, a person may not appeal against a fire safety order given by an authorised fire officer (other than an order that prevents a person from using or entering the premises).

Non-Compliance with the Order

A person that fails to comply with this Order may be guilty of an offence under Section 9.37 of the EP&A Act. A person that fails to comply with this Order by a particular specified time, or within a particular specified period, continues never-the-less to be obliged to comply with the Order and therefore must comply with the Order, or they may be guilty of an offence under Section 9.50 of the EP&A Act.

Signed:

Ryan Maestri
Senior Building Surveyor
Fire Safety Compliance Unit

This Emergency Fire Safety Order No. 1 was hand delivered on **5 February 2026**.

OFFICIAL

File Ref. No: FRN16/545 – BFS25/9015 - 8000047286
TRIM Ref. No: D26/19895
Contact: Ryan Maestri

11 February 2026

General Manager
Penrith City Council
PO Box 60
PENRITH NSW 2751

Email: council@penrith.city

Attention: Manager Compliance/Fire Safety

Dear Sir / Madam

Re: INSPECTION REPORT
MIXED USE RESIDENTIAL BUILDING
56 LAKESIDE PARADE, JORDAN SPRINGS ("the premises")

Fire and Rescue NSW (FRNSW) received correspondence concerning the adequacy of the provision for fire safety in connection with 'the premises'.

The correspondence stated that:

- *Fire indicator panel was in Isolation and Alarm state from the 25th of November through to the 3rd of December (9 days). To the best of my knowledge, the local fire brigades did not isolate or reset the panel. Therefore isolation was done by a 3rd party, which left it in that state during that time. There was no assurance that the issue would be resolved or was not of a concern. Therefore requesting an independent government technician to inspect the FIP and report on its operation.*

Pursuant to Section 9.32(1) of the *Environmental Planning and Assessment Act 1979* (EP&A Act), Authorised Fire Officers from the Fire Safety Compliance Unit of FRNSW inspected 'the premises' on 4 February 2026.

On behalf of the Commissioner of FRNSW, the comments in this report are provided under Section 9.32(4) and Schedule 5, Part 8, Section 17(1) of the EP&A Act.

The items listed in the comments of this report are based on the following limitations:

Fire and Rescue NSW **ABN** 12 593 473 110 **www.fire.nsw.gov.au**
Community Safety Directorate 1 Amarina Ave **T** (02) 9742 7434
Fire Safety Compliance Unit Greenacre NSW 2190 **F** (02) 9742 7483
www.fire.nsw.gov.au

OFFICIAL

- A general overview of the building was obtained without using the development consent conditions or approved floor plans as a reference.
- Details of the Provisions for Fire Safety and Fire Fighting Equipment are limited to a visual inspection of the parts in the building accessed and the fire safety measures observed at the time.

COMMENTS

The following items were identified during the inspection:

1. Compartmentation and Separation

   1A. A number of service penetrations through the ground floor slab from the basement car park were not adequately protected from the spread of fire, contrary to the requirements of Clause C2D15 of the National Construction Code Volume 1 2022 (NCC). In this regard, the existing protection was damaged or, in some cases, non-existent.

2. Services and Equipment

   2A. Automatic Fire Detection and Alarm System

      A. The Fire Brigade Panel (FBP) indicated a total of 3 faults and 7 isolations relating to the system.

      B. The maintenance logbook for the automatic fire detection and alarm system indicated that monthly maintenance had not been undertaken, with the last maintenance inspection being completed in June 2024, contrary to the requirements of Clause 6.4 of AS 1851-2012.

   2B. Automatic Fire Suppression System (Sprinklers)

      A. Signage was not provided at the sprinkler booster assembly indicating the maximum allowable inlet pressure for the system, contrary to the requirements of Clause 4.4.3 of AS 2118.1-1999.

      B. Polycarbonate roof sheeting was located above car space 40 such that it would delay the activation of the sprinkler head in this area in the event of a fire.

   2C. Exit Signs

      A. The directional exit sign adjacent to car space 69 was not illuminated, contrary to the requirements of AS 2293.1-2005.

2D. Fire Hydrant System

A. The doors to the fire hydrant booster enclosure are not provided with hold-open devices, contrary to the requirements of Clause 7.9.2 of AS 2419.1-2005.

B. The non-return valve (NRV) located at the fire hydrant booster is of a type that will not close by gravity under no flow conditions as installed, contrary to the requirements of Clause 3.3.6 of AS 4794 – 2001. In this regard, the NRV had been installed upside down.

3. General

3A. A current Annual Fire Safety Statement was not displayed in a prominent location within the building, contrary to the requirements of Section 89 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021.

3B. The latest Annual Fire Safety Statement for the building indicated that the Automatic Fire Detection and Alarm System had been assessed on 27 May 2025 as performing to the requirements of AS 1670.1-2004. In this regard, the FBP indicated that parts of the automatic fire detection and alarm system had been isolated since 2 May 2025 and 23 May 2025. Concerns are raised that the Annual Fire Safety Statement may be stating false or misleading information.

FRNSW believes that there are inadequate provisions for fire safety within the building.

FIRE SAFETY ORDER NO. 1

Authorised Fire Officers' of FRNSW issued an Order No. **1**, dated 5 February 2026, under the provisions of Section 9.34 of the EP&A Act. In this regard, Council is not presently required to act on item no. 2A A of this report.

Under Schedule 5, Part 6, Section 12 of the EP&A Act, a copy of the Order was sent to your office on 5 February 2026. FRNSW will conduct further inspections of the building to assess compliance with the terms of this Order and advise Council accordingly.

RECOMMENDATIONS

FRNSW recommends that Council:

a. Review items 1 to 3 (excluding 2A A) of this report and conduct an inspection.

b. Ensure the fire safety measures serving the premises are being regularly maintained.

c. Address any other deficiencies identified on "the premises".

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Please be advised that Schedule 5, Part 8, Section 17(2) requires any report or recommendation from the Commissioner of FRNSW to be tabled at a Council meeting. This matter is referred to Council as the appropriate regulatory authority. FRNSW awaits the Council's advice regarding its determination under Schedule 5, Part 8, Section 17 (4) of the EP&A Act.

Please do not hesitate to contact Ryan Maestri of FRNSW's Fire Safety Compliance Unit at FireSafety@fire.nsw.gov.au or call (02) 9742 7434 if there are any questions or concerns about the above matters. Please refer to file reference FRN16/545 – BFS25/9015 - 8000047286 regarding any correspondence concerning this matter.

Yours faithfully

Ryan Maestri
Senior Building Surveyor
Fire Safety Compliance Unit

OFFICIAL

OFFICIAL

File Ref. No: FRN20/3052 – BFS25/5901 - 8000044735
TRIM Ref. No: D26/15239
Contact: Ryan Maestri

9 February 2026

General Manager
Penrith City Council
PO Box 60
PENRITH NSW 2751

Email: council@penrith.city

Attention: Manager Compliance/Fire Safety

Dear Sir / Madam

Re: INSPECTION REPORT
NURSING HOME
366 JAMISON ROAD, JAMISONTOWN ("the premises")

Fire and Rescue NSW (FRNSW) received correspondence concerning the adequacy of the provision for fire safety in connection with 'the premises'.

Pursuant to Section 9.32(1) of the *Environmental Planning and Assessment Act 1979* (EP&A Act), Authorised Fire Officers from the Fire Safety Compliance Unit of FRNSW inspected 'the premises' on 9 January 2026.

On behalf of the Commissioner of FRNSW, the comments in this report are provided under Section 9.32(4) and Schedule 5, Part 8, Section 17(1) of the EP&A Act.

The items listed in the comments of this report are based on the following limitations:

- A general overview of the building was obtained without using the development consent conditions or approved floor plans as a reference.
- Details of the Provisions for Fire Safety and Fire Fighting Equipment are limited to a visual inspection of the parts in the building accessed and the fire safety measures observed at the time.

COMMENTS

The following items were identified during the inspection:

1. Compartmentation and Separation

   1A. Linen baskets were stored in front of a number of fire-rated doors located in the corridors, preventing them from being able to self-close in the event of a fire, contrary to the intent of Clause 2.1.3 of AS 1905.1-2015.

   These obstructions were removed under the instruction of FRNSW's Authorised Fire Officers.

2. Egress

   2A. The electrical distribution board located in the vicinity of room 70 within the corridor was not lined in non-combustible construction or sealed against the passage of smoke, contrary to the requirements of Clause D3D8 of the National Construction Code Volume 1 2022 (NCC).

3. Services and Equipment

   3A. Automatic Fire Suppression System (Sprinklers)

      A. The sprinkler booster assembly was not provided with signage indicating the maximum allowable inlet pressure, contrary to the requirements of Clause 3.8 of AS 2118.4-2012.

      B. The sprinkler block plan indicates, by way of a handwritten note, stating "NO BRIGADE ON SPRINKLER". FRNSW are unable to determine if the sprinkler initiates a fire brigade response in accordance with Specification S17C12 (1) (c) of the NCC

   3B. Fire Hydrant System

      A. Signage indicating the test pressure was not located at the fire hydrant booster, contrary to the requirements of Clause 11.3.4.1 of AS 2419.1-2021.

      B. Signage indicating the boost pressure for the hydrant system was not provided at the fire hydrant booster assembly, contrary to the intent of Clause 11.3.4.2 of AS 2419.1-2021.

FRNSW believes that there are inadequate provisions for fire safety within the building.

RECOMMENDATIONS

FRNSW recommends that Council:

a. Review items 1 to 3 of this report and conduct an inspection.

b. Address any other deficiencies identified on "the premises".

OFFICIAL

Please be advised that Schedule 5, Part 8, Section 17(2) requires any report or recommendation from the Commissioner of FRNSW to be tabled at a Council meeting. This matter is referred to Council as the appropriate regulatory authority. FRNSW awaits the Council's advice regarding its determination under Schedule 5, Part 8, Section 17 (4) of the EP&A Act.

Please do not hesitate to contact Ryan Maestri of FRNSW's Fire Safety Compliance Unit at FireSafety@fire.nsw.gov.au or call (02) 9742 7434 if there are any questions or concerns about the above matters. Please refer to file reference FRN20/3052 – BFS25/5901 - 8000044735 regarding any correspondence concerning this matter.

Yours faithfully

Ryan Maestri
Senior Building Surveyor
Fire Safety Compliance Unit

OFFICIAL

OFFICIAL

File Ref. No: FRN25/3238 – BFS25/8101 - 8000046535
TRIM Ref. No: D2026/032271
Contact: Matthew Warbrick

27 February 2026

General Manager
Penrith City Council
PO Box 60
PENRITH NSW 2751

Email: council@penrith.city

Attention: Manager Compliance/Fire Safety

Dear Sir / Madam

Re: INSPECTION REPORT
JORDAN SPRINGS SHOPPING CENTRE
61 – 63 WATERGUM DRIVE JORDAN SPRINGS ("the premises")

Fire and Rescue NSW (FRNSW) received correspondence on concerning the adequacy of the provision for fire safety in connection with 'the premises'.

Pursuant to Section 9.32(1) of the *Environmental Planning and Assessment Act 1979* (EP&A Act), Authorised Fire Officers from the Fire Safety Compliance Unit of FRNSW inspected 'the premises' on 4 February 2026.

COMMENTS

The following items were identified in relation to the *provisions for fire safety*:

Fire Services and Equipment

Fire Hydrant System

1. A permanent and fade resistant or engraved sign indicating the boost pressure and test pressure was not provided at the booster assembly, contrary to the requirements of Clause 7.10.1 of AS 2419.1-2005.

Fire and Rescue NSW **ABN** 12 593 473 110 **www.fire.nsw.gov.au**
Community Safety Directorate 1 Amarina Ave **T** (02) 9742 7434
Fire Safety Compliance Unit Greenacre NSW 2190 **F** (02) 9742 7483
www.fire.nsw.gov.au

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Fire Sprinkler System

2. A pressure gauge is not installed adjacent to the sprinkler booster assembly inlet connection, contrary to the requirements of Clause 9.3 and Figure 7.4 of AS 2419.1-2005.

3. The isolation valve at the sprinkler booster was not secured open by a padlocked chain or a padlocked or riveted strap, contrary to the requirements of Clause 8.2 of AS 2118.1-1999

4. The sprinkler booster assembly inlets were offset at an angle greater than 22.5° from forward facing, contrary to the requirements of AS 2419.3-2012. Concerns are raised that the inlet configuration will significantly reduce the available boost pressure and flow, hampering fire-fighting operations.

Smoke Detection and Alarm System (SDAS)

5. One (1) sensor fault was showing on the Fire Brigade Panel.

Regulatory Requirements

Annual Fire Safety Statements (AFSS)

6. An AFSS was not displayed at the premises, contrary to the requirements of Section 89 of the EPAR21.

Other

7. The isolation valves on the Sydney Water backflow prevention device have not been secured or locked in the open position, contrary to the requirements of Clause 8.5.8 of AS 2419.1-2005.

FRNSW believes that there are inadequate provisions for fire safety within the building.

RECOMMENDATIONS

FRNSW recommends that Council:

a. Review items of this report and conduct an inspection.

b. Address any other deficiencies identified on the premises.

Please be advised that Schedule 5, Part 8, Section 17(2) requires any report or recommendation from the Commissioner of FRNSW to be tabled at a Council meeting. FRNSW refers this matter to the Council as the appropriate regulatory authority and awaits the Council's advice regarding its determination under Schedule 5, Part 8, Section 17 (4) of the EP&A Act.

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LIMITATIONS

The items listed in the comments of this report are based on the following limitations:

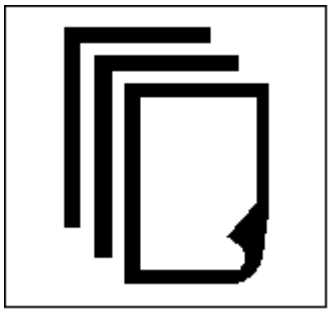
- FRNSW's inspection of the premises may have been conducted without having the development consent and / or approved plans as a reference.
- FRNSW's inspection of the premises was a non-invasive visual inspection.
- FRNSW authorised fire officers may not have been able to access all areas of the premises at the time of inspection.

Please do not hesitate to contact Matthew Warbrick of FRNSW's Fire Safety Compliance Unit at FireSafety@fire.nsw.gov.au or call (02) 9742 7434. If you have any questions or concerns regarding the above matters. Please ensure that you refer to file reference FRN25/3238 – BFS25/8101 - 8000046535 for any future correspondence concerning this matter.

Yours faithfully

Ryan Maestri
Senior Building Surveyor
Fire Safety Compliance Unit

ATTACHMENTS



Date of Meeting:	Monday 23 March 2026
Report Title:	Draft Voluntary Planning Agreement 771-797 Mamre Road, Kemps Creek (Yiribana West - GPT)
Attachments:	Draft VPA 771-797 Mamre Road, Kemps Creek (Yiribana West - GPT)

Voluntary Planning Agreement

Penrith City Council

ABN 43 794 422 563

GPT Platform Pty Limited ATF the GPT QuadReal Logistics Trust

ABN 70 890 724 696

DRAFT

3456-9663-0344, v. 1

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Agreement

Date

Parties

First party

Name	Penrith City Council (**Council**)
ACN	43 794 422 563
Contact	The General Manager
Telephone	02 4732 7777

Second party

Name	GPT Platform Pty Limited ATF the GPT QuadReal Logistics Trust (**Developer**)
ABN	70 890 724 696
Contact	Patricia Vasilevska
Telephone	0461 558 496, patricia.vasilevska@gpt.com.au

Background

A. The Developer has offered to make the Development Contribution in relation to the carrying out of Development on the Land.

B. The Council agrees to recognise the Development Contribution Value as a contribution credit that may be applied as an offset against the Developer's obligations to pay Monetary Contributions.

Operative part

1 Definitions

In this agreement, unless the context indicates a contrary intention:

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

Address means a party's address set out in the Notices clause of this agreement;

Approval means any certificate, licence, consent, permit, approval or other requirement of any Authority having jurisdiction in connection with the activities contemplated by this agreement;

Authority means any government, semi-governmental, statutory, administrative, fiscal or judicial body, department, commission, authority, tribunal, public or other person;

Bank Guarantee means an irrevocable and unconditional undertaking that is not limited in time and does not expire by one of the following trading banks:

(a) Australia and New Zealand Banking Group Limited,

(b) Commonwealth Bank of Australia,

(c) Macquarie Bank,

(d) National Australia Bank,

(e) St George Bank Limited,

(f) Westpac Banking Corporation, or

(g) Other financial institution approved by the Council,

to pay an amount or amounts of money to the Council on demand and containing terms and conditions reasonably acceptable to the Council;

Bond means a documentary performance bond which must be denominated in Australian dollars and be an unconditional undertaking issued by an Australian Prudential Regulation Authority (APRA) regulated authorised deposit taking institution or an insurer authorised by APRA to conduct new or renewal insurance business in Australia that has at all times an investment grade security rating from an industry recognised rating agency;

Business Day means a day on which banks are open for general banking business in Sydney, excluding Saturdays and Sundays;

Certificate of Practical Completion means the written certificate confirming the Works, or part of the Works, have been completed to the Council's satisfaction issued under clause 8.1(d) of Schedule 2;

Claim means any claim, loss, liability, damage, proceeding, order, judgment or expense arising out of the operation of this agreement;

Collector Road means the collector road identified as CR1 in Figure 7 in the *Mamre Road Precinct Development Contributions Plan 2021 Background Report Amendment 1* dated March 2025;

Complying Development Certificate has the same meaning as in the Act;

Construction Certificate means a construction certificate as defined under section 6.4 of the Act;

Construction Terms means the terms set out in Schedule 2;

Contributions Plan means the Penrith City Mamre Road Precinct Contributions Plan 2022 ;

CPI means the All Groups Consumer Price Index applicable to Sydney published by the Australian Bureau of Statistics;

Damages means all liabilities, losses, damages, costs and expenses, including legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties;

Dealing, in relation to the Land, means, without limitation, selling, transferring, assigning, mortgaging, charging, encumbering or otherwise dealing with the Land;

Dedication Land means that part of the Land to be dedicated to Council in accordance with clause 6 of this agreement, as identified in Schedule 1 and shown on the plan at Annexure C;

Development has the same meaning as it does in the Act.

Development Contribution means the delivery of the Works and the dedication of the Dedication Land specified in the table in Schedule 1 in accordance with clause 6 of this agreement.

Development Contribution Value means the *"Total value of the Development Contribution"* as specified in Column 4 of the Table in Schedule 1.

Development Application has the same meaning as in the Act;

Development Consent has the same meaning as in the Act;

Easement Terms means the terms of a public access easement as set out in Schedule 3.

GST has the same meaning as in the GST Law;

GST Law has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other act or regulation relating to the imposition of or administration of the GST;

Handover means, with respect to any Works, the time Council takes possession of and assumes responsibility for the work in accordance with the Construction Terms;

Insolvent means, in relation to a party:

(a) that party makes an arrangement, compromise or composition with, or assignment for, the benefit of its creditors or a class of them;

(b) a receiver, receiver and manager, administrator, provisional liquidator, trustee, controller, inspector or analogous person is appointed in relation to, or over, all or any part of that party's business, assets or securities;

(c) a presumption of insolvency has arisen under legislation because of the party's failure to comply with a statutory demand or analogous process;

(d) an application for the winding up of, or for the appointment of a receiver to, that party, other than winding up for the purpose of solvent reconstruction or re amalgamation, is presented and not withdrawn or dismissed within 21 days (or such longer period agreed to by the parties), or an order is made or an effective resolution is passed for the winding up of, or for the appointment of a receiver to, that party, or any analogous application is made or proceedings initiated;

(e) any shareholder or director of that party convenes a meeting for the purpose of considering or passing any resolution for the winding up or administration of that party;

(f) that is an individual, a creditor's petition or a debtor's petition is presented to the Official Receiver or analogous authority in relation to that party;

(g) an execution or analogous process is levied or enforced against the property of that party;

(h) that party ceases or suspends, or threatens to cease or suspend, the conduct of all or a substantial part of its business;

(i) that party disposes of, or threatens to dispose of, a substantial part of its assets;

(j) that party stops or suspends, or threatens to stop or suspend, payment of all or a class of its debts; or

(k) that party is unable to pay the party's debts as and when they become due and payable.

Land means Lot 2 in DP1312928 and Lot 24 in DP1305900 known as 771-797 Mamre Road, Kemps Creek.

Law means:

(a) any law applicable including legislation, ordinances, regulations, by-laws and other subordinate legislation;

(b) any Approval, including any condition or requirement under it; and

(c) any fees and charges payable in connection with the things referred to in paragraphs (a) and (b);

Maintain means works to bring an item to or keep an item in a state of reasonable condition and in accordance with relevant standards applicable at the time of construction of the item, including repairing any defects due to use of poor materials or due to poor workmanship, but does not include repairing normal wear and tear, removing graffiti or repairing any item damaged as a consequence of vandalism.

Maintained and **Maintenance** have corresponding meanings.

Modification Application means any application to modify any Development Consent that benefits the Land under sections 4.55 or 4.56 of the Act;

Monetary Contribution means a monetary contribution required to be paid by the Developer under the Contributions Plan as a condition of a Development Consent.

Occupation Certificate means an occupation certificate as defined under section 6.4 the Act;

Public Access Land means that part of the Land to be made accessible to the public set out in Annexure C;

Public Reserve has the same meaning as in the *Local Government Act 1993* (NSW);

Public Road has the same meaning as in the *Roads Act 1993* (NSW) (***Roads Act***);

Register means the Torrens title register maintained under the *Real Property Act 1900* (NSW) (***Real Property Act***);

Regulation means the *Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021*;

Subdivision Certificate means a subdivision certificate defined under section 6.4 of the Act;

Subdivision Works Certificate means a subdivision works certificate defined under section 6.4 of the Act; and

Works means the Collector Road Works and the Interim Road Works (as described in Schedule 1) to be completed by the Developer and delivered to Council in accordance with clause 6 of this agreement, as set out in Schedule 1 and identified in Annexure B.

2 Interpretation

In this agreement, unless the context indicates a contrary intention:

(a) (**documents**) a reference to this agreement or another document includes any document which varies, supplements, replaces, assigns or novates this agreement or that other document;

(b) (**references**) a reference to a party, clause, paragraph, schedule or annexure is a reference to a party, clause, paragraph, schedule or annexure to or of this agreement;

(c) (**headings**) clause headings and the table of contents are inserted for convenience only and do not affect interpretation of this agreement;

(d) (**person**) a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity and their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns;

(e) (**party**) a reference to a party to a document includes that party's personal representatives, executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;

(f) (**president, General Manager, CEO or managing director**) the president, General Manager, CEO or managing director of a body or Authority means any person acting in that capacity;

(g) (**requirements**) a requirement to do any thing includes a requirement to cause that thing to be done, and a requirement not to do any thing includes a requirement to prevent that thing being done;

(h) (**including**) including and includes are not words of limitation, and a list of examples is not limited to those items or to items of a similar kind;

(i) (**corresponding meanings**) a word that is derived from a defined word has a corresponding meaning;

(j) (**singular**) the singular includes the plural and vice-versa;

(k) (**gender**) words importing one gender include all other genders;

(l) (**parts**) a reference to one or more things includes each part and all parts of that thing or group of things but nothing in this clause implies that part performance of an obligation constitutes performance of that obligation;

(m) (**rules of construction**) neither this agreement nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting;

(n) (**legislation**) a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under it;

(o) (**time and date**) a reference to a time or date in connection with the performance of an obligation by a party is a reference to the time and date in NSW, Australia, even if the obligation is to be performed elsewhere;

(p) (**joint and several**) an agreement, representation, covenant, right or obligation:

(i) in favour of two or more persons is for the benefit of them jointly and severally; and

(ii) on the part of two or more persons binds them jointly and severally;

(q) (**writing**) a reference to a notice, consent, request, approval or other communication under this agreement or an agreement between the parties means a written notice, request, consent, approval or agreement;

(r) (**replacement bodies**) a reference to a body (including an institute, association or Authority) 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 power or functions;

(s) (**Australian currency**) a reference to dollars or $ is to Australian currency;

(t) (**month**) a reference to a month is a reference to a calendar month; and

(u) (**year**) a reference to a year is a reference to twelve consecutive calendar months.

3 Planning Agreement under the Act

(a) The parties agree that this agreement is a planning agreement within the meaning of section 7.4 of the Act.

(b) Schedule 4 of this agreement summarises the requirements for planning agreements under section 7.4 of the Act and the way this agreement addresses those requirements.

4 Application of this agreement

This agreement applies to:

(a) the Land, including the Dedication Land, and

(b) any Development Consent that applies to the Land which requires the payment of a Monetary Contribution.

5 Operation of this agreement

This agreement commences on and from the date it is executed by all parties.

6 Development Contribution to be made under this agreement

6.1 Works

(a) The Developer will carry out the Works in accordance with this agreement, including the Construction Terms, and any Development Consent or other Approval granted for the Works.

(b) The Works or any part of the Works required under this agreement will be taken to have been completed for the purposes of this agreement when a Certificate of Practical Completion has been issued for those Works.

(c) The Works or any part of the Works required under this agreement will be taken to have been delivered to Council on Handover in accordance with the Construction Terms.

(d) The Works must be delivered to the Council at the time specified in Column 3 of the Table in Schedule 1.

6.2 Dedication of Land

(a) The Developer must dedicate or cause to be transferred to the Council, at no cost to the Council, the Dedication Land freed and discharged from all estates, interests, trusts, restrictions, dedications, reservations, easements, rights, charges, rates and contracts in, over or in connection with the land (unless otherwise agreed to by the parties), including but not limited to,

municipal rates and charges, water rates and land tax.

(b) The Developer must take all steps, prepare all documents and meet all costs required to dedicate the Dedication land including, but not limited to:

(i) removing any encumbrances on the title to the land;

(ii) creating an interest in land in favour of Council if required;

(iii) subdividing the Land to create a separate lot for the Dedication Land;

(iv) preparing and lodging documents for registration;

(v) obtaining the consent of any other parties to the registration of the relevant documents; and

(vi) attending to any requisition relating to any dealing or document lodged for registration.

(c) The obligation to dedicate the Dedication Land will be taken to have been satisfied when it is dedicated to Council by operation of the registration of a plan of subdivision in accordance with section 9 of the Roads Act.

6.3 Maintenance and Rectification of Defects

The Developer must Maintain the Works and rectify any defects after Handover of the Works in accordance with the Construction Terms.

6.4 Public Access and Easements

(a) Subject to clause 6.2, the Developer will, at no cost to Council, register against the title to the Land:

(i) a covenant prohibiting any building or structures, including pillars, other than structures approved by the Council (acting reasonably) for the purposes of enhancing public domain areas, to be constructed on the Public Access Land; and

(ii) an easement in gross burdening the Public Access Land limit in favour of the Council permitting public access to the Public Access Land and generally in accordance with the Easement Terms.

(b) Any requirement to register an easement, covenant or other instrument against the title to the Land will be satisfied when the Developer provides to the Council a copy of the relevant title search showing the registration of the instrument.

(c) Any covenant required under clause (a) must be registered prior to the issue of the first Subdivision Certificate for any part of the Development.

(d) Any easement, required under clauses (a) must be registered prior to the issue of an a Subdivision Certificate for any building on the Land forming part of the Development.

(e) The parties agree that the proposed covenant and easement under this clause will serve the following public purposes:

(i) To increase the amount of and improve existing public open space areas in the vicinity of the Land;

(ii) To improve pedestrian circulation and the amenity of the public domain in the vicinity of the Land.

(f) The Developer agrees and acknowledges that the obligations under this clause 6.4are relevant considerations for the Council or any other consent authority when determining a Development Application or Modification Application relating to the Land and that a failure to comply with

those obligations or any inconsistency with the requirements in those clauses may constitute a reason for refusal of such a Development Application or Modification Application.

6.5 Credit for Development Contribution

(a) In consideration of the Developer making the Development Contribution, Council will recognise the Development Contribution Value as a contribution credit which may be applied by the Developer toward an existing or future obligation to pay a Monetary Contribution.

(b) For the avoidance of doubt, nothing in this agreement:

(i) requires council to recognise any contribution credit prior to the delivery of the Development Contribution in accordance with this agreement;

(ii) requires Council to refund or repay any amount to the Developer;

(iii) requires Council to pay any amount to the Developer if the Development Contribution Value is more than an existing or future Monetary Contribution payable; or

(iv) exempts the Developer from paying development contributions that arise otherwise than under the Contributions Plan.

7 Application of s 7.11, s 7.12 and s 7.24 of the Act

(a) This agreement does not exclude the application of section 7.11 of the Act to the Development.

(b) This agreement excludes the application of section 7.12 of the Act to the Development.

(c) This agreement excludes the application of section 7.24 of the Act to the Development.

(d) The benefits under this agreement are not to be taken into consideration in determining a development contribution under section 7.11 of the Act.

8 Registration of this agreement

8.1 Developer Interest

The Developer represents and warrants to the Council that on the date of this agreement it is the registered proprietor of the Land.

8.2 Registration of this agreement

(a) The Developer agrees to procure the registration of this agreement under the *Real Property Act* in the relevant folios of the Register of the Land in accordance with section 7.6 of the Act.

(b) The Developer, at its own expense, must:

(iii) procure the lodgement of this agreement with the Registrar-General as soon as reasonably practicable after this agreement comes into operation, but in any event, no later than 10 Business Days after that date;

(iv) procure the registration of this agreement by the Registrar-General in the relevant folios of the Register for the Land as soon as reasonably practicable after this Agreement is lodged for registration; and

(v) provide documentary evidence that the registration of this agreement has been completed to Council within 5 Business Days of receiving confirmation that the registration has occurred.

(c) The Developer warrants that, as at the date of this agreement, it has obtained the consent of

each person who has an estate or interest in the Land registered under the *Real Property Act* or is seized or possessed of an estate or interest in the Land to the registration of this agreement on title.

(d) The Developer, at its own expense will, promptly after the execution of this agreement, take all practical steps, and otherwise do anything that the Council reasonably requires to procure:

(i) An acceptance of the terms of this agreement and an acknowledgement in writing from any existing mortgagee in relation to the Land that the mortgagee will adhere to the provisions of this agreement if it takes possession of the Land as mortgagee in possession,

(ii) The execution of any documents; and

(iii) The production of the relevant duplicate certificates of title,

to enable the registration of this agreement in accordance with clause 8.2.

8.3 Removal from Register

The Council will, at the Developer's cost, provide a release and discharge of this Agreement so that it may be removed from the folios of the Register for the Land (or any part of it) provided the Council is satisfied the Developer has duly fulfilled its obligations under this Agreement in respect of that part of the Land.

8.4 Caveat

(a) The Developer acknowledges and agrees that:

(i) when this agreement is executed, 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 section 74F(1) of the *Real Property* and consequently the Council will have a sufficient interest in the Land in respect of which to lodge a caveat over the Land notifying that interest;

(ii) it will not object to the Council lodging a caveat in the relevant folios 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.

(b) The Council must, at Developer's cost, register a withdrawal of any caveat in respect of the Land within five Business Days after the Developer complies with clause 8.2.

(c) The Developer must notify the Council within 5 Business Days after the registration of any subdivision plan that creates a separate lot for the Dedication Land or any part of the Dedication Land.

(d) The Developer acknowledges and agrees that, in the event a separate lot is created for the Dedication Land or any part of the Dedication Land, it will not object to Council lodging a caveat in the relevant folios of the Register for that land, nor will it seek to remove any such caveat lodged by Council, until the relevant part of the Land is dedicated to Council in accordance with this agreement.

9 Review of this agreement

9.1 Review generally

(a) This agreement may be reviewed or modified.

(b) Any review or modification of this agreement will be conducted in the circumstances and in the manner determined by the parties.

(c) No modification or review of this agreement will be of any force or effect unless it is in writing and signed by the parties to this agreement.

(d) A party is not in breach of this agreement if it does not agree to an amendment to this agreement requested by a party in, or as a consequence of, a review.

10 Dispute Resolution

10.1 Reference to Dispute

If a dispute arises between the parties in relation to this agreement, the parties must not commence any court proceedings relating to the dispute unless the parties have complied with this clause, except where a party seeks urgent interlocutory relief.

10.2 Notice of Dispute

The party wishing to commence the dispute resolution process must give written notice (**Notice of Dispute**) to the other parties of:

(a) The nature of the dispute;

(b) The alleged basis of the dispute; and

(c) The position which the party issuing the Notice of Dispute believes is correct.

10.3 Representatives of Parties to Meet

(a) The representatives of the parties must promptly (and in any event within 20 Business Days of the Notice of Dispute) meet in good faith to attempt to resolve the notified dispute.

(b) The parties may, without limitation:

(i) resolve the dispute during the course of that meeting,

(ii) agree that further material or expert determination in accordance with clause 10.6 about a particular issue or consideration is needed to effectively resolve the dispute (in which event the parties will, in good faith, agree to a timetable for resolution); or

(iii) agree that the parties are unlikely to resolve the dispute and, in good faith, agree to a form of alternative dispute resolution (including expert determination, arbitration or mediation) which is appropriate for the resolution of the relevant dispute.

10.4 Further Notice if Note Settled

If the dispute is not resolved within 10 Business Days after the nominated representatives have met, either party may give to the other a written notice calling for determination of the dispute (**Determination Notice**) by mediation under clause 10.5 or by expert determination under clause 10.6.

10.5 Mediation

If a party gives a Determination Notice calling for the dispute to be mediated:

(a) The parties must agree to the terms of reference of the mediation within 14 Business Days of the receipt of the Determination Notice (the terms shall include a requirement that the mediation rules of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply;

(b) The mediator will be agreed between the parties, or failing agreement within 10 Business Days of receipt of the Determination Notice, either Party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator;

(c) The mediator appointed pursuant to this clause 10.5 must:

(i) Have responsible qualifications and practical experience in the area of the dispute; and;

(ii) Have no interest or duty which conflicts or may conflict with his or her function as a mediator, he or she being required to fully disclose any such interest or duty before his or her appointment;

(d) The mediator shall be required to undertake to keep confidential all matters coming to his or her knowledge by reason of his or her appointment and performance of his or her duties;

(e) The parties must within 10 Business Days of receipt of the Determination Notice notify each other of their representatives who will be involved in the mediation (except if a resolution of the Council is required to appoint a representative, the Council must advise of the representative within 10Business Days of the resolution);

(f) The parties agree to be bound by a mediation settlement and may only initiate judicial proceedings in respect of a dispute which is the subject of a mediation settlement for the purpose of enforcing that mediation settlement; and

(g) In relation to costs and expenses:

(i) Each party will bear its own professional and expert costs incurred in connection with the mediation; and

(ii) The costs of the mediator will be shared equally by the parties unless the mediator determines that a party has engaged in vexatious or unconscionable behaviour in which case the mediator may require the full costs of the mediation to be borne by that party.

10.6 Expert determination

If the dispute is not resolved under clause 10.3 or clause 10.5, or the parties otherwise agree that the dispute may be resolved by expert determination, the parties may refer the dispute to an expert, in which event:

(a) The dispute must be determined by an independent expert in the relevant field:

(i) Agreed upon and appointed jointly by the parties; and

(ii) In the event that no agreement is reached or no appointment is made within 10 Business Days of the agreement to refer the dispute to an expert, appointed on application of a party by the then President of the Law Society of New South Wales

(b) The expert must be appointed in writing and the terms of the appointment must not be inconsistent with this clause;

(c) The determination of the dispute by such an expert will be made as an expert and not as an arbitrator and will be in writing and contain the reasons for the determination;

(d) The expert will determine the rules for the conduct of the process but must conduct the process in accordance with the rules of natural justice;

(e) Each party will bear its own costs in connection with the process and the determination by the expert and will share equally the expert's fees and costs; and

(f) Any determination made by an expert pursuant to this clause is final and binding upon the parties except unless:

(i) Within 10 Business Days of receiving the determination, a party gives written notice to the other party that it does not agree with the determination and commences litigation; or

(ii) The determination is in respect of, or relates to, termination or purported termination of this agreement by any party, in which event the expert is deemed to be giving a non-binding appraisal.

10.7 Litigation

If the dispute is not finally resolved in accordance with this clause 10, then either party is at liberty to litigate the dispute.

10.8 No suspension of contractual obligations

Subject to any interlocutory order obtained under clause 10.1, the referral to or undertaking of a dispute resolution process under this clause 10 does not suspend the parties' obligations under this agreement.

11 Enforcement and Security

11.1 Default

(a) In the event a party considers another party has failed to perform and fulfil an obligation under this agreement, it may give notice in writing to the other party (**Default Notice**) giving all particulars of the matters in respect of which it considers default has occurred and by such notice require the default to be remedied within a reasonable time not being less than 21 days.

(b) In determining a reasonable time, regard must be had to both the nature of the default and the work or other action required to remedy it and whether or not the continuation of the default constitutes a public nuisance or raises other circumstances of urgency or emergency.

(c) If a party disputes the Default Notice it may refer the dispute to dispute resolution under clause 10 of this agreement.

11.2 Security

(a) In this clause 11.2, **Security** means a Bank Guarantee, Bond or cash deposit to be held by Council in accordance with this agreement.

(b) Within 10 Business days of this agreement being executed, the Developer must provide to the Council Security in an amount equivalent to 125% of the value of the Works specified in Column 3 of the Table in Schedule 1.

(c) The Council may call on a Security provided under this clause if:

(i) the Works are not delivered to the Council by the time specified in Column 3 of the Table in Schedule 1,

(ii) the Developer is in material or substantial breach of this agreement and has failed to rectify the breach within a reasonable period of time after having been given reasonable notice (which must not be less than 21 Business Days) in writing to do so in accordance with clause 11.1 of this agreement; or

(iii) the Developer becomes insolvent.

(d) Within 20 Business Days of each anniversary of a Security provided under clause (a), the Developer must provide Council with one or more replacement Securities (Replacement

Security) in an amount calculated in accordance with the following:

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

Where:

A is the amount of the Replacement Security,

B is the amount of the Security to be replaced,

C is the CPI for the quarter ending immediately before the date of the Security to be replaced,

D is the CPI for the quarter ending immediately before the date of the Replacement Security,

provided A is greater than B.

(e) On receipt of a Replacement Security provided under clause 11.2(d), the Council must release and return to the Developer, as directed, the Security that has been replaced as soon as reasonably practicable.

(f) At any time following the provision of a Security under this clause, the Developer may provide the Council with one or more Replacement Securities totalling the amount of all Securities required to be provided under this clause for the time being. On receipt of such Replacement Security, the Council must release and return to the Developer, as directed, the Securities which it holds that have been replaced as soon as reasonably practicable.

(g) Subject to this clause and the provisions of this agreement, the Council may apply the proceeds of a Security to satisfy:

(i) any obligation of the Developer under this agreement to deliver Contributions, and

(ii) any associated liability, loss, cost, charge or expense directly or indirectly incurred by the Council because of the failure by the Developer to comply with this agreement.

(h) The Council must promptly return a Security provided under this clause if requested by the Developer and:

(i) Handover has occurred for an item of Works to which the Security relates; and

(ii) the Developer has provided a Bond or Bank Guarantee required under the Construction Terms for defects liability and maintenance of the item of Works; and

(iii) if the Security relates to other items of Works for which a Certificate of Practical Completion has not been issued, a replacement Security is provided by the Developer in an amount determined in accordance with clause 11.2(d).

(i) For the avoidance of doubt, Council may retain a component of the Security it holds for an item of Works that is equivalent to 25% of the value of the Works in satisfaction of the requirement to submit a Bank Guarantee or Bond under the Construction Terms for defects liability and maintenance.

(j) Nothing in this clause 11.2 prevents or restricts the Council from taking any enforcement action in relation to:

(i) any obligation of the Developer under this agreement; or

(ii) any associated liability, loss, cost, charge or expense directly or indirectly incurred by the

Council because of the failure by the Developer to comply with this agreement,

that is not or cannot be satisfied by calling on a Security.

11.3 Compulsory Acquisition

(a) If the Developer does not dedicate the Dedication Land to Council as required by this agreement, the Council may compulsorily acquire the relevant land, in which case the Developer consents to the Council compulsorily acquiring that land for compensation in the amount of $1.00 without having to follow the pre-acquisition procedures in the *Land Acquisition (Just Terms Compensation) Act 1991* and may recover any costs, including legal costs, incurred by the Council on acquisition of the land from the Developer.

(b) Clause 11.3(a) constitutes an agreement for the purposes of section 30 of the *Land Acquisition (Just Terms Compensation) Act 1991*.

(c) Except as otherwise agreed between the Developer and Council, the Developer must ensure the Dedication Land is freed and discharged from all estates, interests, trusts, restrictions, dedications, reservations, rights, charges, rates, strata levies and contracts, except as may be permitted by this agreement on the date that the Council will acquire the land in accordance with clause 11.3(a).

(d) The Developer indemnifies and keeps indemnified the Council against all Claims made against the Council as a result of any acquisition by the Council of the whole or any part of the relevant land under clause 11.3(a).

(e) The Developer must pay the Council, promptly on demand, an amount equivalent to all costs, including legal costs, incurred by the Council acquiring the whole or any part of the relevant land under clause 11.3(a) that are not or cannot be recovered by calling on a Security.

11.4 Restriction on the issue of Certificates

(a) In accordance with section 6.10 of the Act and section 48 of the of the Regulation the following obligations under this agreement must be satisfied before any Occupation Certificate is issued for any Development on the Land to which this agreement applies:

(i) Delivery of the Works in accordance with clause 1,

(ii) Dedication of the Dedication Land in accordance with clause 6.52,

(iii) Provision of Securities required under clause 11.2, and

(iv) Provision of a Bank Guarantee or Bond for the Works for defects liability and maintenance in accordance with the Construction Terms.

11.5 General Enforcement

(a) Without limiting any other remedies available to the parties, this agreement may be enforced by any party in any Court of competent jurisdiction.

(b) Nothing in this agreement prevents:

(i) a party from bringing proceedings in the Land and Environment Court to enforce any aspect of this agreement or any matter to which this agreement relates; and

(ii) the Council from exercising any function under the Act or any other act or law relating to the enforcement of any aspect of this agreement or any matter to which this agreement relates.

12 Assignment and Dealings

12.1 Assignment

(a) A party must not assign or deal with any right under this agreement without the prior written consent of the other parties.

(b) Any change of ownership or control (as defined in section 50AA of the *Corporations Act*) of a party (excluding the Council) shall be deemed to be an assignment of this agreement for the purposes of this clause.

(c) Any purported dealing in breach of this clause is of no effect.

12.2 Transfer of Land

(a) The Developer may 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 to another person (**Transferee**) unless before it sells, transfers or disposes of that right, title or interest:

(i) the Developer satisfies the Council that the proposed Transferee is financially capable of complying with the Developer Developer's obligations under this agreement;

(ii) the Developer satisfies the Council that the rights of the Council will not be diminished or fettered in any way;

(iii) 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 agreement;

(iv) any default under any provisions of this agreement has been remedied or waived by the Council, on such conditions as the Council may determine, and

(v) the Developer and the Transferee pay the Council's reasonable costs in relation to the assignment.

13 Approvals and consents

Except as otherwise set out in this agreement, and subject to any statutory obligations, a party may give or withhold an approval or consent to be given under this agreement in reasonable circumstances to be particularised in writing by the withholding party.

14 No fetter

14.1 Discretion

(a) This agreement is not intended to operate to fetter, in any manner, the exercise of any statutory power or discretion of the Council, including, but not limited to, any statutory power or discretion of the Council relating to the Development Application or any other application for Development Consent (all referred to in this agreement as a "**Discretion**").

14.2 No fetter

No provision of this agreement is intended to constitute any fetter on the exercise of any Discretion. If, contrary to the operation of this clause, any provision of this agreement is held by a court of competent jurisdiction to constitute a fetter on any Discretion, the parties agree:

(a) They will take all practical steps, including the execution of any further documents, to ensure the objective of this clause is substantially satisfied,

(b) In the event that (a) cannot be achieved without giving rise to a fetter on the exercise of a Discretion, the relevant provision is to be severed and the remainder of this agreement has full force and effect, and

(c) To endeavour to satisfy the common objectives of the parties in relation to the provision of this agreement which is to be held to be a fetter on the extent that is possible having regard to the relevant court judgment.

15 Notices

Any notice given under or in connection with this agreement (**Notice**):

(a) must be in writing and signed by a person duly authorised by the sender;

(b) must be addressed as follows and delivered to the intended recipient by hand, by prepaid post or by email at the address below, or at the address last notified by the intended recipient to the sender after the date of this agreement:

(i)	to Penrith City Council	PO Box 60, Penrith, NSW 2751 Fax: (02) 4732 7958 Email: council@penrith.city Attention: The General Manager
(ii)	to GPT Platform Pty Limitid ATF the GPT QuadReal Logistics Trust:	Level 15, 2 Park Street Sydney NSW 2000 Email: patricia.vasilevska@gpt.com.au Attention: Patricia Vasilevska & Chris Hansen

(c) is taken to be given or made:

(i) in the case of hand delivery, when delivered;

(ii) in the case of delivery by post, three Business Days after the date of posting (if posted to an address in the same country) or seven Business Days after the date of posting (if posted to an address in another country); and

(iii) in the case of an email, when the sender receives an email acknowledgement from the recipient's information system showing the Notice has been delivered to the email address stated above; and

(d) if under clause (c) a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent, or later than 4.00 pm (local time), it is taken to have been given or made at the start of business on the next Business Day in that place.

16 General

16.1 Relationship between parties

(a) Nothing in this agreement:

(i) constitutes a partnership between the parties; or

(ii) except as expressly provided, makes a party an agent of another party for any purpose.

(b) A party cannot in any way or for any purpose:

(i) bind another party; or

(ii) contract in the name of another party.

(c) If a party must fulfil an obligation and that party is dependent on another party, then that other party must do each thing reasonably within its power to assist the other in the performance of that obligation.

16.2 Time for doing acts

(a) If the time for doing any act or thing required to be done or a notice period specified in this agreement expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.

(b) If any act or thing required to be done is done after 5.00 pm on the specified day, it is taken to have been done on the following Business Day.

16.3 Further assurances

Each party must promptly execute all documents and do all other things reasonably necessary or desirable to give effect to the arrangements recorded in this agreement.

16.4 Variation

A provision of this agreement can only be varied by a later written document executed by or on behalf of all parties and in accordance with the provisions of the EP&A Act.

16.5 No assignment

A party cannot assign or otherwise transfer its rights under this agreement without the prior written consent of the other party.

16.6 Counterparts

This agreement may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

16.7 Legal expenses, stamp duty and administration fees

(a) The Developer must pay on demand Council's legal costs in the agreed amount of $2,000.00 and reasonable disbursements in connection with the negotiation, preparation, execution, stamping, and release and discharge of this agreement, including the reasonable costs incurred by the Council in obtaining any advice about this agreement or the value of land or works to be delivered under this agreement.

(b) On execution of this agreement, the Developer must pay an administration, monitoring and enforcement fee to the Council in the amount of $68,891.72 being equivalent to 1% of the total value of the contributions subject to the agreement.

16.8 Entire agreement

The contents of this agreement constitute the entire agreement between the parties and supersede any prior negotiations, representations, understandings or arrangements made between the parties regarding the subject matter of this agreement, whether orally or in writing.

16.9 Representations and warranties

The parties represent and warrant that they have the power and authority to enter into this agreement

and comply with their obligations under the agreement and that entry into this agreement will not result in the breach of any law.

16.10 Severability

If a clause or part of a clause of this agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this agreement, but the rest of this agreement is not affected.

16.11 Invalidity

(a) A word or provision must be read down if:

(i) this agreement is void, voidable, or unenforceable if it is not read down;

(ii) this agreement will not be void, voidable or unenforceable if it is read down; and

(iii) the provision is capable of being read down.

(b) A word or provision must be severed if:

(i) despite the operation of clause (a), the provision is void, voidable or unenforceable if it is not severed; and

(ii) this agreement will be void, voidable or unenforceable if it is not severed.

(c) The remainder of this agreement has full effect even if clause 16.11(b) applies.

16.12 Waiver

A right or remedy created by this agreement cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

16.13 GST

(a) Words and expressions which are not defined in this agreement but which have a defined meaning in GST Law have the same meaning as in the GST Law.

(b) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this agreement are exclusive of GST.

(c) If GST is imposed on any supply made under or in accordance with this agreement, the Developer 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.

16.14 Governing law and jurisdiction

(a) The laws applicable in New South Wales govern this agreement.

(b) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

16.15 Trustee's limitation of liability

(a) GPT Platform Pty Limited ("**Trustee**") enters into this agreement only in its capacity as trustee for the GPT QuadReal Logistics Trust ("**Trust**") and in no other capacity.

(b) Subject to clause 16.15(d), a liability arising under or in connection with this agreement can be enforced against the Trustee only to the extent to which it can be satisfied out of the assets of the Trust and for which the Trustee is actually indemnified for the liability. This limitation of the Trustee's liability applies despite any other provision of this agreement and extends to all liabilities and obligations of the Trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this agreement.

(c) Subject to clause 16.15(d), parties other than the Trustee may not sue the Trustee personally or seek the appointment of a liquidator, administrator, receiver or similar person to the Trustee, or prove in any liquidation, administration or arrangement of or affecting the Trustee.

(d) The provision of clause 16.15(a) shall not apply to any obligation or liability of the Trustee to the extent that it is not satisfied because, under the trustee deed establishing the Trust or by operation of law, there is a reduction in the extent of the Trustee's indemnification out of the assets of the Trust as a result of the Trustee's fraud, negligence, breach of trust,breach of duty or breach of this clause 16.15.

(e) The Trustee warrants that:

  (i) it is the sole trustee of the Trust and no action has been taken to remove or replace it;

  (ii) as trustee it is authorised and empowered to enter into and to perform the obligations of the Developer under this agreement;

  (iii) it is not in breach of the trustee deed establishing the Trust;

  (iv) it is not aware of any reason why the assets of the Trust might be insufficient to satisfy or discharge the obligations of the Developer under this agreement; and

  (v) it has the power to execute and perform the obligations of the Developer under this agreement and all necessary action has been taken to authorise the execution and performance of the obligations;

(f) The Trustee must not:

  (i) do anything to prejudice the right of indemnity available to the Trustee under the Trust; or

  (ii) breach the trustee deed establishing the Trust,

(g) If the Trustee ceases for any reason to be the trustee of the Trust it must:

  (i) immediately notify the Council in writing; and

  (ii) procure any new or additional trustee of the Trust to execute in favour of the Council such covenants relating to the subject matter of this agreement as the Council may reasonably require, including covenants in similar terms to those included in this clause.

17 Reporting

On or before 31 July in each calendar year after the execution of this agreement and until the Developer's obligations under this agreement are satisfied, the Developer must provide a written report to Council detailing the progress of the provision of Contributions under this agreement and the progress of the Development.

Schedule 1: Development Contributions

Development Contribution	Description	Timing of Delivery	Value of Item
1. **Collector Road Works**	Construction of the part of the Collector Road located on the Land, as shown in Annexure B including: - Demolition - Earthworks - Pavements - Kerb & Gutter - Drainage & Utilities - Lighting - Landscaping - Line Marking - Signage This road will be constructed in accordance with the NSW Department of Planning, Industry and Environment '*Mamre Road Development Control Plan 2021*' - "Distributor/Collector Road (Type 2)" typology.	Prior to the earlier of: (a) March 2026, or (b) the issue of any Occupation Certificate for any Development on the Land to which this agreement applies.	$2,155,692.60
2. **Interim Road Works**	Construction of the portion of road located on the Land, identified as the Collector Road Batter Area in Annexure A.	Prior to the earlier of: (a) March 2026, or (b) the issue of any Occupation Certificate for any Development on the Land to which this agreement applies.	$235,253.59
3. **Dedication Land**	The Developer is to Dedicate to Council free of cost that part of the Land on which the Collector Road is located. The area of Land to be dedicated is shown in Annexure C.	After completion of Item 1 and prior to the issue of any Occupation Certificate for any Development on the Land to which this agreement applies.	$4,498,225.00
Total Value of Development Contribution: $6,889,171.19 to be indexed in accordance with the Contributions Plan as at the date the Dedication Land is dedicated to Council in accordance with clause 6.2			

Schedule 2: Construction terms

1 Interpretation

For the purposes of this Schedule 2, the defined terms in clause 1 of this agreement and the Interpretation principles in clause 2 of this agreement will apply and, unless context indicates a contrary intention:

Builder means any entity contracted under the Construction Contract to carry out the Works.

Construction Contract means the contract to carry out the Works (whether or not that is a contract for the Works only or forms part of a contract for the building of other components of the Development).

Defects Liability and Maintenance Period means in respect of each item of building works which together comprise the Works the period of 12 months from the date on which Handover of the Works occurs.

Detailed Design means the final specifications and finishes for the Works prepared in accordance with clause 5.2 of this Schedule 2 and will include the design of the Works, the location for the Works, installation specifications and estimated costs of construction and/or installation.

Services means all water, gas, electricity, television, drainage, sewerage, cable TV, data communications, telecommunications and other services which are required under a development consent within the meaning of the Act or an Approval and which are necessary or desirable for the construction or operation of the Development.

Superintendent means the Superintendent appointed under any Construction Contract.

2 Requirements of Authorities and Approvals

2.1 These Construction Terms must be read and construed subject to:

(a) any requirements or conditions of any Development Consent;

(b) the requirements of and conditions imposed by all relevant Authorities and all Laws relating to the Development and the construction of the Development.

2.2 If the Developer requires any Approvals in order to carry out the obligations under this agreement, then the Developer will acquire all Approvals necessary to carry out the Works at its own cost.

2.3 The Developer must ensure that the Works carried out under this agreement are carried out:

(a) in accordance with the relevant Development Consent for the Works and all Approvals and the requirements of all Laws, including without limitation, work health and safety legislation; and

(b) in a good and workmanlike manner and so that they are diligently progressed until completion;

AND it is acknowledged that to the extent that there is any inconsistency between this agreement and any Approval the terms of the Approval shall take precedence.

3 Costs of Works

All costs of the Works must be borne by the Developer.

4 Project Management and Contractor Engagement

4.1 The Developer will be responsible for managing the Works.

4.2 The Developer will ensure that any contractor it engages to carry out the Works agrees to:

(a) carry out the Developer's obligations in these Construction Terms as part of any Construction Contract; and

(b) request a Council representative to be present at each on-site meeting attended by the Superintendent and to ensure the Council representative is present at the meeting.

5 Design Development

5.1 **Concept Design**

Council and the Developer have worked in consultation with each other to prepare and agree the concept plans for the Works at Annexure B.

5.2 **Detailed Design**

(a) Prior to Works commencing the Developer must provide a copy of the draft Detailed Design to the Council for approval.

(b) Within 15 Business Days of receiving the Detailed Design, Council will respond to the Developer with any suggested amendments to the Detailed Design.

(c) Council and the Developer must work in consultation with each other to prepare and agree the Detailed Design and must both act reasonably and with due expedition in their consultations with each other.

(d) If the Detailed Design is not completed and agreed within 15 Business Days of Council providing its suggested amendments in accordance with clause 5.2(b) of this Schedule, to avoid possible delays to the issue of a Certificate of Practical Completion, the Council will, in its sole discretion, be entitled to decide on any outstanding or undecided matter or item relating to areas that are to be accessible to the public, provided that any decision made by Council under this clause:

(i) is consistent with the obligation to carry out the Works and dedicate the Dedication Land under this agreement; and

(ii) is consistent with the Development Consent; and

(iii) does not materially and adversely affect the Development; and

(iv) is not unreasonable.

5.3 Any acceptance by the Council of the Detailed Design under this clause 5 is not to be taken as approval of or to any Construction Certificate for the Works.

5.4 Good faith

The parties must act promptly and in good faith to consult in relation to the Detailed Design.

6 Carrying out of Works

6.1 **Communication**

The Developer must notify Council on the commencement of the Works and keep Council reasonably informed of progress of the Works and provide to Council such information about the Works as Council reasonably requests.

6.2 **Standard of Works**

(a) Unless otherwise provided, the Developer shall, and must cause the Builder to, use suitable new materials and proper and tradesmanlike workmanship when carrying out the Works.

(b) The qualitative standard of the design and finishes for the Works must be no less than those

described in the following documents:

(i) Any relevant Australian Standard;

(ii) Any relevant design standards or guidelines and any other requirements or policies applied by the Council from time to time in assessing the adequacy of any works or improvements proposed for the public domain or to be accessible to the public in accordance with this agreement.

(c) The Developer will obtain any relevant standards (including design standards), specifications, or guidelines and any other requirements or policies referred to in clause 6.2(b)(ii) of this Schedule from Council if the Council fails to deliver them to the Developer.

(d) The Developer may but is not obliged to reinstate any Works where damage or destruction is as a result of:

(i) Any act or omission of the Council or its employees, consultants or agents relating to any part of the Works under this agreement; or

(ii) The use or occupation by the Council or its employees, consultants or agents, Council's representatives or other contractor of the Council of any part of the Works.

6.3 **Damage to people, property & utilities**

(a) The Developer is to ensure to the fullest extent reasonably practicable that, in performing its obligations under this agreement:

(i) all necessary measures are taken to protect people and property;

(ii) unnecessary interference with the passage of people and vehicles is avoided; and

(iii) nuisances and unreasonable noise and disturbances are prevented.

(b) Without limiting clause 6.3(a) of this Schedule, the Developer is not to obstruct, interfere with, impair or damage any public road, public footpath, public cycleway or other public thoroughfare, or any pipe, conduit, drain, watercourse or other public utility or service on any land except as authorised in writing by the Council or any relevant Authority.

7 Variations

(a) Notwithstanding any other provision of this agreement, the parties to this agreement may agree, in writing, to a variation to the Detailed Design, for the reasons of environmental conditions, changes as a result of approval being granted, achieving cost efficiencies or for any other practical purpose.

8 Not used

9 Inspection

(a) On completion of the Detailed Design, the Council will provide a schedule of inspections to be undertaken by Council (Inspection Schedule) to occur at specified stages of the construction of the Works (Inspection Stage). If the Council does not provide the Inspection Schedule, the Developer must request the Inspection Schedule from the Council prior to the Works commencing.

(b) Five Business Days prior to reaching an Inspection Stage as set out in the Inspection Schedule, the Developer must notify the Council of the proposed inspection date (**Inspection Date**).

(c) On the Inspection Date, or other agreed date, the Developer must ensure that any employees, contractors, agents or representatives of Council have access to and may enter the Land to inspect the Works.

(d) In addition to carrying out inspections in accordance with the Inspection Schedule, the Council and its employees, contractors, agents or representatives may enter the Land or any part of the Land on which the Works are located to inspect the progress of the Works, subject to:

(i) the terms of the Construction Contract (save for any clause of the Construction Contract which prevents the Council from accessing the Land);

(ii) giving reasonable notice to the Developer;

(iii) complying with all reasonable directions of the Developer; and

(iv) being accompanied by the Developer or a nominee, or as otherwise agreed.

(e) The Council may, acting reasonably, within 5 Business Days of carrying out an inspection (either under clause 7(c) or 7(d) of Schedule), notify the Developer of any defect or non-compliance in the Works and direct the Developer to carry out work to rectify that defect or non-compliance within a reasonable period of time. Such work may include, but is not limited to:

(i) removal of defective or non-complying material;

(ii) demolishing defective or non-complying work;

(iii) reconstructing, replacing or correcting any defective or non-complying work; and

(iv) not delivering any defective or non-complying material to the site of the Works.

(f) If the Developer is issued a direction to carry out further work under clause 9(e) of this Schedule, the Developer must, at its cost, rectify the defect or non-compliance specified in the Notice within the time period specified in the Notice, provided that it is reasonable having regard to the nature of the works.

(g) If the Developer fails to comply with a direction to carry out work given under clause 9(e) of this Schedule, the Council will be entitled to refuse to accept that the Works (or the relevant part of the Works) meet the Council's standards and specifications and may refuse to issue a Certificate of Practical Completion, until the required Works have been completed to the Council's satisfaction, acting reasonably.

(h) For the avoidance of doubt, any acceptance by the Council that the Developer has rectified a defect or non-compliance identified in a notice issued under clause 9(e) of this Schedule does not constitute:

(i) acceptance by the Council that the Works comply with all Approvals and Laws; or

(ii) an Approval by the Council in respect of the Works; or

(iii) an agreement or acknowledgment by the Council that the Works or the relevant part of the Works are complete and may be delivered to the Council in accordance with this agreement.

10 Completion

10.1 **Practical Completion**

(a) When the Developer considers that the Works, or any part of the Works, are complete, the

Developer must send a Notice to the Council accompanied by complete works as executed plans, any relevant certificates or consents of any public utility authority and a request for written certification from the Council that the Works are complete.

(b) Within 10 Business Days of receipt of the notice under clause 10.1(a) of this Schedule 2, the Council will carry out an inspection of the Works and will, acting reasonably, either:

(i) provide written certification to the Developer that the Works have been completed; or

(ii) notify the Developer of any additional information required or matters which must be addressed by the Developer prior to the certification being issued.

(c) If the Developer is required to provide additional information or address any matters under clause 10.1(b)(ii) of this Schedule:

(i) the Developer will provide that information to Council or address those matters within 10 Business Days of receiving the notice or within a reasonable period of time and make a further request under clause 10.1(a) of this Schedule 2 for written certification that the Works have been completed.

(d) Practical completion will be achieved in relation to the Works or any part of the Works when a Certificate of Practical Completion has been issued for those Works.

10.2 **Handover**

(a) The Developer is responsible for the delivery and care of the Works at all times prior to Handover of the Works.

(b) Handover will occur and Council will assume responsibility for the Works:

(i) following dedication to Council of the land on which Works are located; or

(ii) if Works are carried out on land already owned by Council, on the issue of a Certificate of Practical Completion for those Works.

10.3 **Delivery of documents**

(a) If it has not already done so, the Developer must as soon as practicable, and no later than 20 Business Days after the date on which the Certificate of Practical Completion is issued in respect of the Works or any part of the Works deliver to the Council, complete and legible copies of:

(i) all "as built" full-sized drawings, specifications and relevant operation and service manuals;

(ii) all necessary certificates including the certificates of any consultants of the Developer that the Council may reasonably require, and Approvals of any public utility authority (where relevant); and

(iii) copies of all Approvals required for use of the land subject to the Works.

(b) The Developer must as soon as practicable, and no later than 20 Business Days after the date on which the Certificate of Practical Completion is issued in respect of the Works or any part of the Works, provide the Council with a tour of the land subject to the Works and provide reasonable instructions on the operation and use of the Services on that land.

10.4 **Assignment of Warranties and Causes of Action**

(a) The Developer must assign (as beneficial owner) or cause to be assigned to Council the benefit of any warranties and guarantees obtained by the Developer and the Builder (and capable of

assignment) with respect to any material or goods incorporated in or forming part of the Works.

(b) To the extent that any such warranties or guarantees cannot be assigned, the Developer must at the request of Council do anything reasonably required by Council to enforce such warranties or guarantees for the benefit of Council.

11 Defects Liability and Maintenance

11.1 **Maintenance**

(a) Prior to the issue of a Certificate of Practical Completion for any part of the Works, the Developer must provide to the Council a Maintenance Schedule setting out the proposed maintenance works and estimated costs for the relevant part of the Works over the Maintenance Period.

(b) Within 10 Business Days of receiving the Maintenance Schedule, Council must issue a written notice to the Development advising of any changes it requires to the Maintenance Schedule, which changes must be reasonable and in accordance with Council's usual practice for maintaining works of the same type.

(c) Within 5 Business Days of receiving the Council's notice under clause 11.1(b) of this Schedule, the Developer must provide to Council a final Maintenance Schedule incorporating the Council's changes.

(d) The Works or any part of those works, must be Maintained by the Developer in accordance with the Maintenance Schedule for the Maintenance Period.

(e) The Developer must follow relevant Council policies and obtain all Approvals necessary to carry out the Maintenance required under this clause.

(f) The Council must give the Developer and its contractors any access required to carry out Maintenance in accordance with the Maintenance Schedule.

11.2 **Defects Liability and Maintenance Period**

(a) During the Defects Liability and Maintenance Period, the Council (acting reasonably) may give to the Developer a notice (**Rectification Notice**) in writing that identifies a defect in the Works or any Maintenance requirement that has not been complied with.

(b) The Rectification Notice must specify:

(i) action required to be undertaken by the Developer to rectify the defect or Maintain the Works (**Rectification Works**); and

(ii) the date on which the defect must be rectified, or the Maintenance work completed (**Rectification Date**).

(c) The Developer must comply with the Rectification Notice by:

(i) procuring the performance of the Rectification Works by the Rectification Date, or such other date as agreed between the parties;

(ii) keeping the Council reasonably informed of the action to be taken to rectify the defect or Maintain the Works; and

(iii) carrying out the Rectification Works.

(d) The Council must give the Developer and its contractors any access required to carry out the Rectification Works.

(e) When the Developer considers that the Rectification Works are complete, either the Developer must notify the Council and provide documentation, plans or invoices which establish that the Rectification Works were carried out.

(f) The Council may inspect the Rectification Works within 15 Business Days of receiving a Notice from the Developer under clause 11.2(e) of this
Schedule 2Schedule and, acting reasonably:

(i) issue a further Rectification Notice if it is not reasonably satisfied that the Rectification Works are complete; or

(ii) notify the Developer in writing that it is satisfied the Rectification Works are complete.

(g) The Developer must meet all costs of and incidental to rectification of defects or Maintenance of Works under this clause 11.

(h) If the Developer fails to comply with a Rectification Notice, then the Council may do such things or take such action as is necessary to carry out the Rectification Works, including accessing and occupying any part of the Land without further notice to the Developer, and may:

(i) call upon any Bond or Bank Guarantee provided to the Council under clause 11.3 of this Schedule to meet its costs of carrying out Rectification Works; and

(ii) recover as a debt due to the Council by the Developer in a court of competent jurisdiction, any difference between the amount of the Bond or Bank Guarantee and the costs incurred by the Council in carrying out Rectification Works.

(i) The Developer must request that Council inspect the Works 28 days prior to the end of the Defects Liability and Maintenance Period. The Council must inspect the Works at any time after receiving the request from the Developer and before to the end of the Defects Liability and Maintenance Period.

(j) If, prior to the end of the Defects Liability and Maintenance Period:

(i) the Developer fails to request the inspection, or

(ii) the Council does not carry out the inspection,

the Council may extend the Defects Liability and Maintenance Period so that the inspection may be carried out.

11.3 **Security for Defects Liability**

(a) Prior to the issue of a Certificate of Practical Completion for each item of the Works the Developer must deliver to the Council Bonds or Bank Guarantees in an amount equivalent to 25% of the construction costs for the particular item of Works.

(b) The Developer discloses and the Council acknowledges that the Bonds or Bank Guarantees may be supplied by the Builder and form a part of the security held by the Developer from the Builder under the terms of the Construction Contract, provided that:

(i) any Bond or Bank Guarantee provided by the Builder benefits the Council and satisfies the requirements of this agreement; and

(ii) the Developer procures an agreement from the Builder that the Council will be entitled to call on any Bond or Bank Guarantee provided by the Builder, in accordance with the terms of this agreement and the terms of any Construction Contract.

(c) Within 10 Business Days after the Defects Liability and Maintenance Period for a particular item of Works has expired Council must (if it has not called on it) return the Bond or Bank Guarantee referred to in clause 11.3(a) of this Schedule for that item of Works (or any remaining balance of it) to the Developer.

(d) Notwithstanding clause 11.3(c) of this Schedule, if during the Defects Liability and Maintenance Period for a particular item of Works, the Council issues a Rectification Notice, then the Council need not deliver the balance of any Bonds or Bank Guarantees provided to it until the Rectification Notice has been complied with.

12 Risk

The Developer undertakes the Works entirely at its own risk.

13 Insurance

(a) Prior to the commencement of the construction of any of the Works, the Developer must ensure the Builder effects and the Developer must produce evidence to the Council of the following insurances issued by an insurer approved by the Council (acting reasonably) in a form approved by the Council (acting reasonably):

(i) construction works insurance for the value of the Works;

(ii) public risk insurance for at least $20 million;

(iii) workers compensation insurance as required by Law.

(b) The Developer must provide evidence of currency of insurance required by clause 13(a) of this Schedule 2 upon request by the Council, acting reasonably, throughout the term of this agreement.

14 Indemnities

The Developer indemnifies the Council, its employees, officers, agents and contractors from and against all Claims in connection with the carrying out by the Developer of the Works except to the extent such Claim arises either directly or indirectly as a result of the Council or its employees, officers, agents, contractors or workmen's negligence, default, act or omission.

15 Intellectual Property Rights

The Council acknowledges that the Developer or its contractors hold all rights to copyright and any intellectual property which may exist in the Works. To the extent the Developer have or receive intellectual property rights for the Works, the Developer shall assign those intellectual property rights to Council or permit use thereof.

16 Risk of contamination

The Developer acknowledges and agrees:

(a) that it is responsible for the management and remediation of any contamination present upon or under the land on which the Works are to be carried out;

(b) it will attend to any necessary remediation at their own costs; and

(c) to the fullest extent permitted by Law indemnify and release the Council from any Claim which

might arise from any contamination with respect to the land on which the Works are to be carried out.

17 Plans

The parties acknowledge and agree that further detail and refinement of plans and documents in connection with this agreement may be necessary having regard to the following matters:

(a) matters affecting Works not capable of identification on or before the date of this agreement; or

(b) by agreement between the parties.

Schedule 3 Easement Terms

1. The owner of the Public Access Land grants to the Council and members of the public full and free right to go, pass and repass over the Public Access Land at all times:
   (a) with or without companion animals (as defined in the Companion Animals Act 1998) or other small pet animals; and
   (b) on foot without vehicles (other than wheelchairs or other disabled access aids), unless vehicles are being used to access the building on the Land via clearly identified entry and exit points;

   for all lawful purposes.
2. The owner of the Public Access Land must, to the satisfaction of Council, acting reasonably:
   (a) keep the Public Access Land (including any services in, on or under the Public Access Land) in good repair and condition;
   (b) maintain and repair the Public Access Land and all improvements on the Public Access Land;
   (c) keep the Public Access Land clean and free from rubbish; and
   (d) maintain sufficient public liability insurance covering the use of the Public Access Land in accordance with the terms of this Easement.
3. The owner of the Public Access Land must ensure that any rules made by an Owner's Corporation relating to the Public Access Land have been approved by the Council, acting reasonably.
4. If any member or members of the public loiter or congregate, for any purpose which the owner of the Public Access Land, acting reasonably, considers to be a nuisance or a safety risk, the owner may either remove those members of the public, or arrange for their removal by an appropriate authority.
5. The owner of the Public Access Land may erect safety signage and any other appropriate signage and may erect CCTV cameras in the Public Access Land.
6. The owner of the Public Access Land may engage security personnel to monitor and control the behaviour of the public including but not limited to prohibiting smoking, consumption of alcohol (except within licensed areas), passage of animals, bicycles and skateboards and the like in accordance with any rules made by an Owner's Corporation relating to the Public Access Land.
7. The owner of the Public Access Land may with the Council's prior written consent (except in the case of an emergency, in which case the Council's prior written consent is not required) temporarily close or temporarily restrict access through all or part of the Public Access Land for the time and to the extent necessary but only on reasonable grounds for the purposes of:
   (a) construction, construction access, repairs, maintenance, replacement and alteration to the Public Access Land or any improvements in, on or under the Public Access Land; or
   (b) security, public safety or evacuation of the Public Access Land and adjoining buildings.
8. Subject to ensuring the provision of access in accordance with above clause 1 of this Schedule, the owner of the Public Access Land may, provided any necessary planning approvals are obtained:
   (c) Carry out works in the Public Access Land for the purposes of enhancing the Public Access Land;

(d) Install or erect works of art, street furniture, awnings, tables and chairs associated with ground floor commercial premises, notice boards or any other similar improvements at ground level within the Public Access Land; and

(e) Use the Public Access Land,

(f) in a manner consistent with any applicable Council Policy.

9. The Council is solely empowered to release this Easement.

10. This Easement may only be varied by written agreement between the Council and the owner of the Public Access Land.

Schedule 4 Summary of requirements

Subject and subsection of the Act	Planning Agreement
Planning instrument and/or Development Application – Section 7.4(1) The Landowners have: (a) Sought a change to an environmental planning instrument (b) Made, or propose to make a Development Application (c) Entered into an agreement with, or are otherwise associated with, a person to whom paragraph (a) or (b) applies	 No Yes No
Description of the land to which the planning Agreement applies – Section 7.4(3)(a)	Clause 4
Description of the change to the environmental planning instrument or development to which the Planning Agreement applies - Section 7.4(3)(b)	Part 13
The scope, timing and manner of delivery of contributions required by the Planning Agreement – Section 7.4(3)(c)	Schedule 1
Applicability of section 7.11 of the EP&A Act – Section 7.4(3)(d)	Applies – clause 7
Applicability of section 7.12 of the EP&A Act – Section 7.4(3)(d)	NA – clause 7
Applicability of section 7.24 of the EP&A Act – Section 7.4(3)(d)	NA – clause 7
Whether the benefits are or are not to be taken into consideration in determining a development contribution under section 7.11 – Section 7.4(3)(e)	Benefits not to be considered - clause 7
Mechanism for dispute resolution – Section 7.4(3)(f)	Clause 10
Enforcement of the Planning Agreement by a suitable means – Section 7.4(3)(g)	Clause 11
Registration of the Planning Agreement – Section 7.6	Clause 8
No obligation to grant consent or exercise functions – Section 7.4(9)	See clause 14 (no fetter)

Executed as an agreement

Executed for and on behalf of **Penrith City Council** by the General Manager in accordance with section 377 of the Local Government Act 1993)
)
)

.....
Signature of witness

.....
Signature of General Manager

.....
Print name

.....
Print name

Executed for and on behalf of **GPT Platform Pty Limited ATF the GPT QuadReal Logistics Trust** in accordance with s127 of the Corporations Act 2001 (Cth))
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Signature of Director

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Signature of Secretary

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Print name

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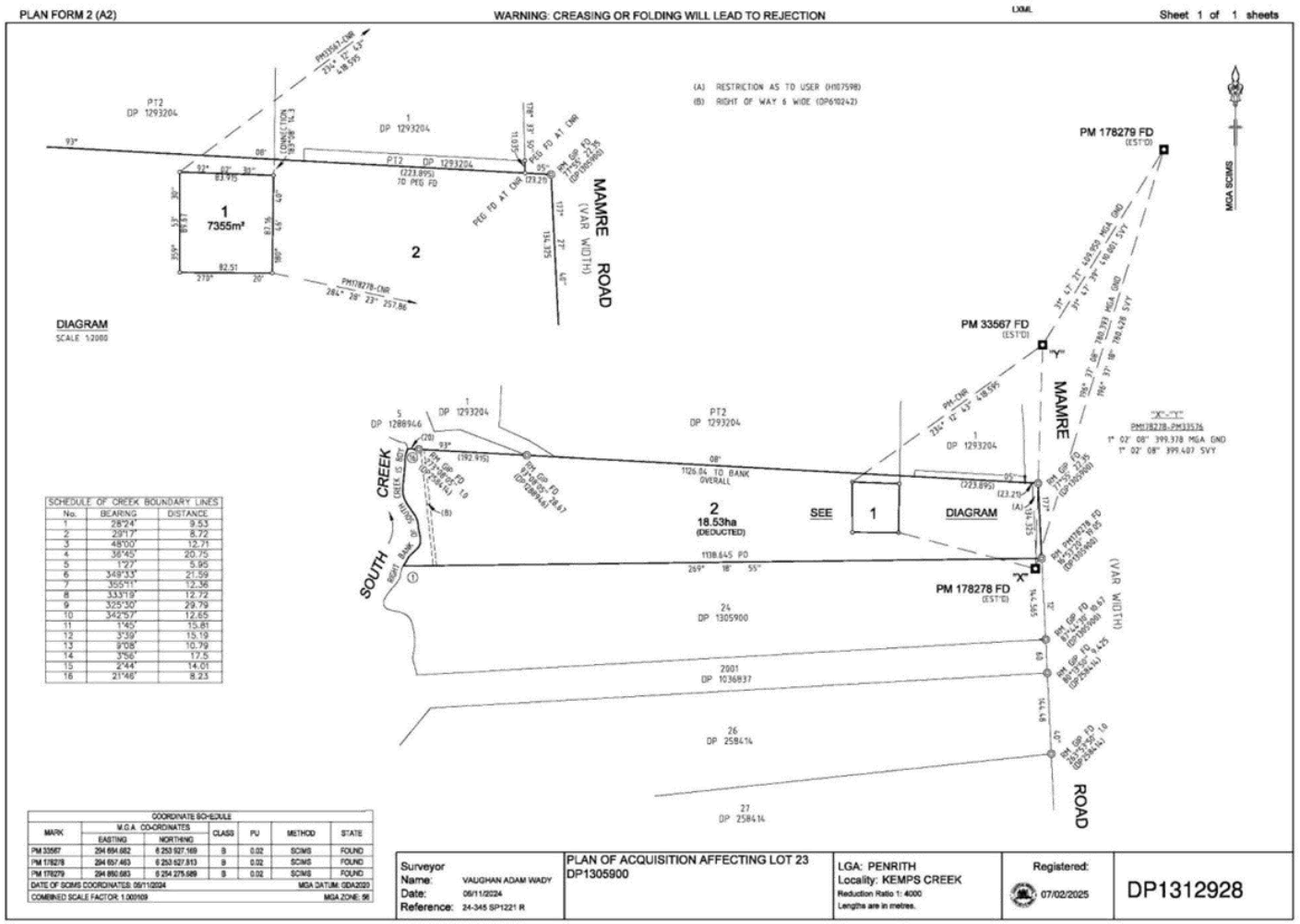
Print name

Annexure A Plan showing Land



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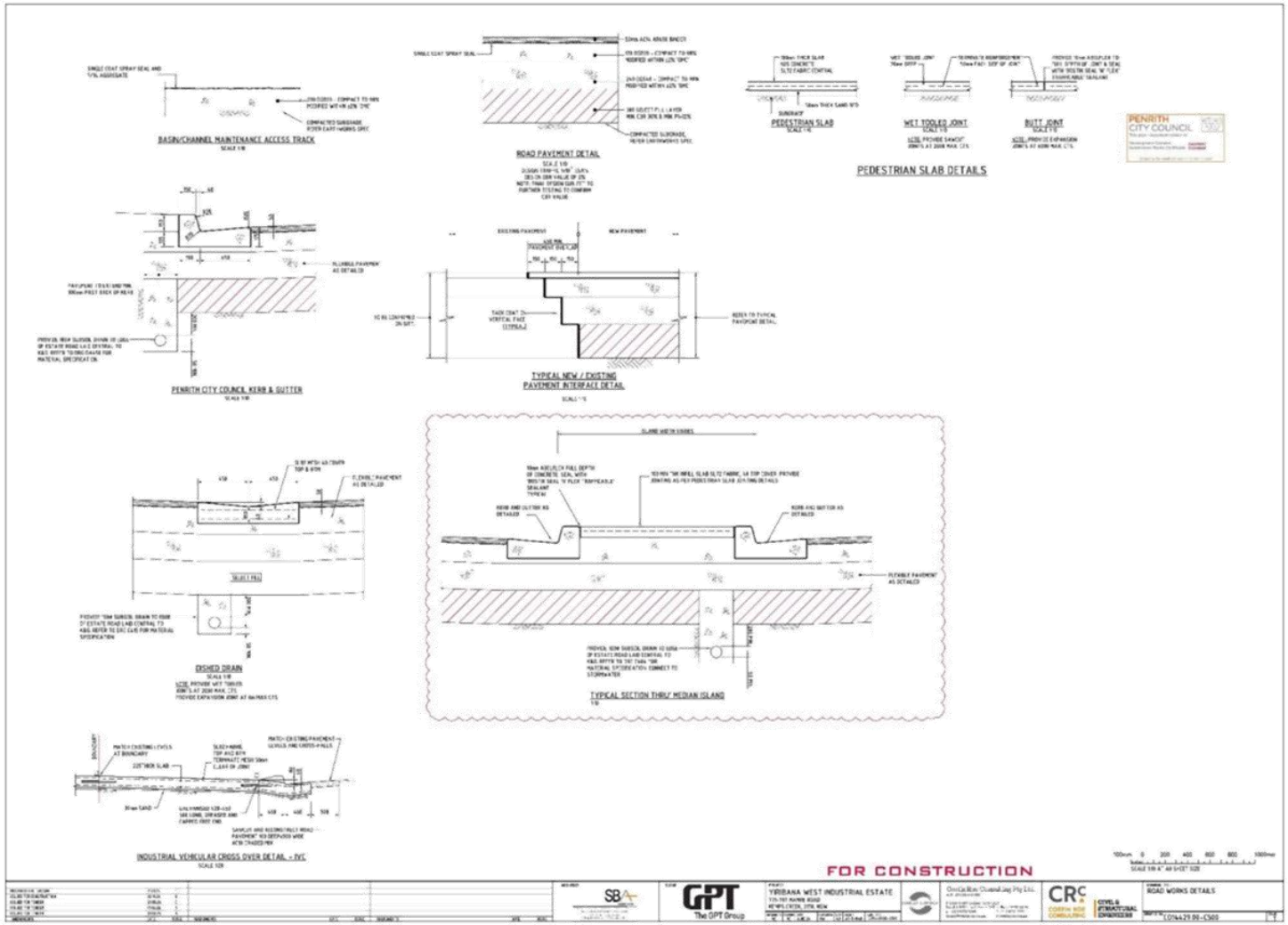
Annexure B Plans showing Works



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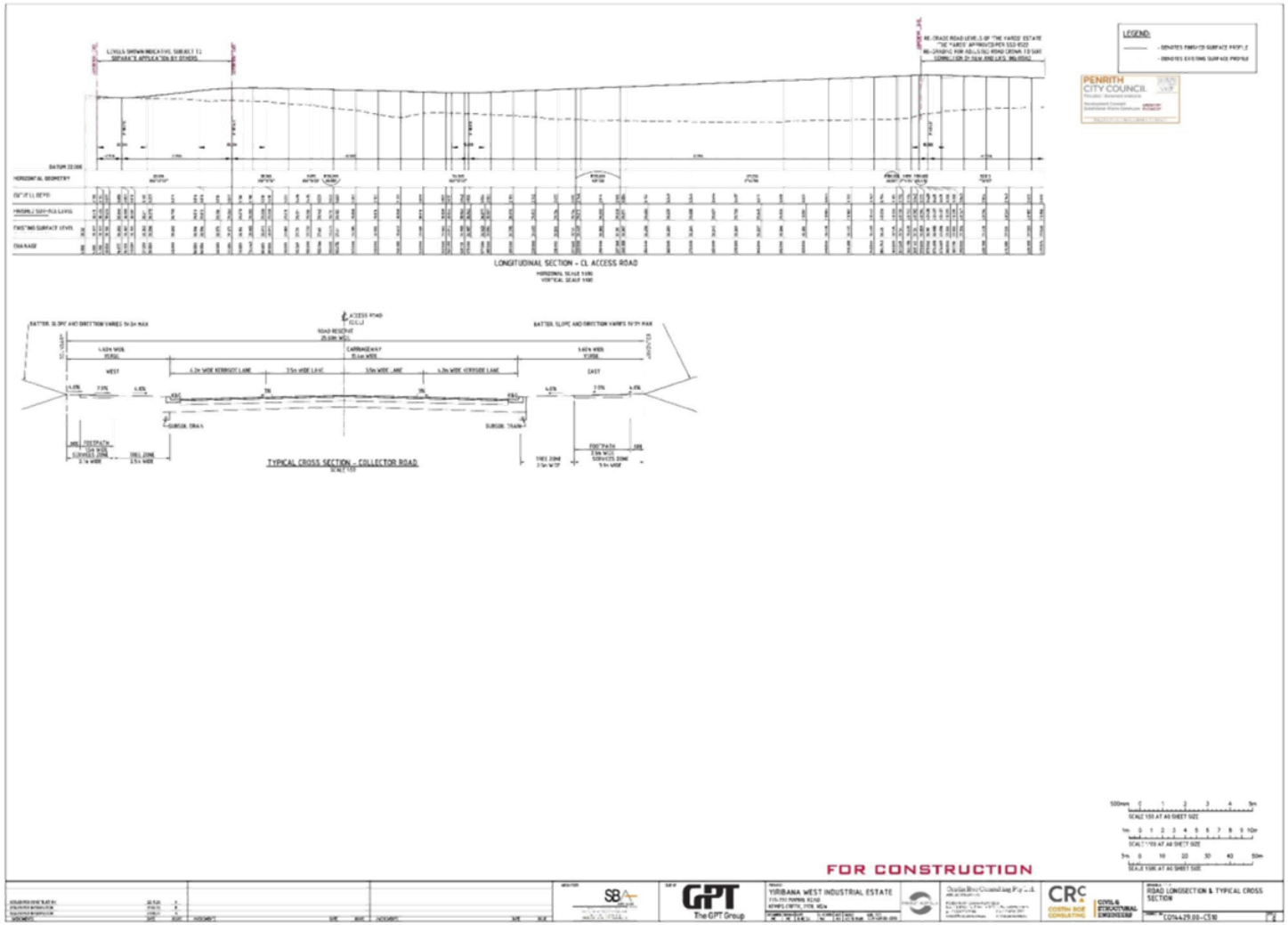

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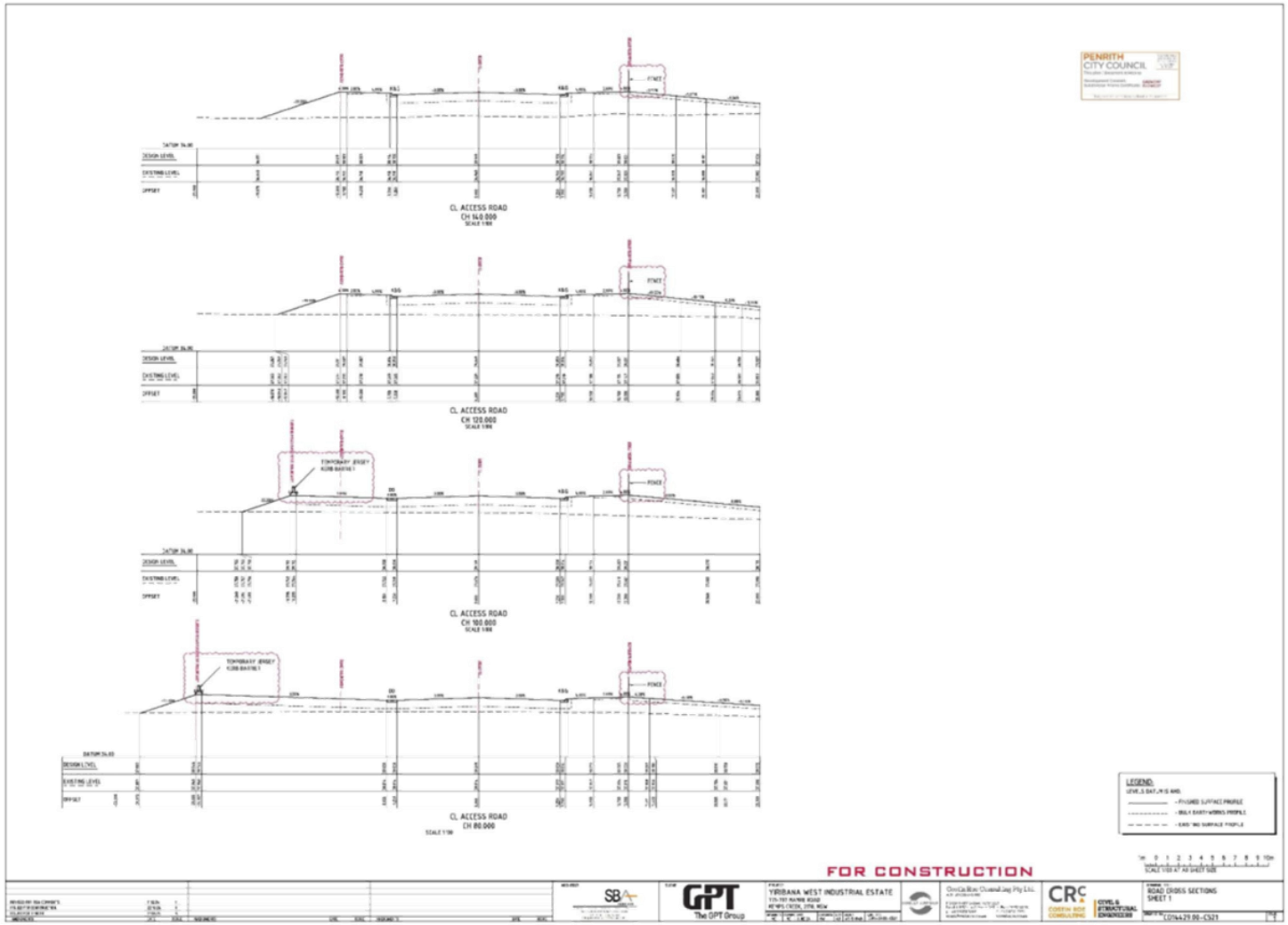

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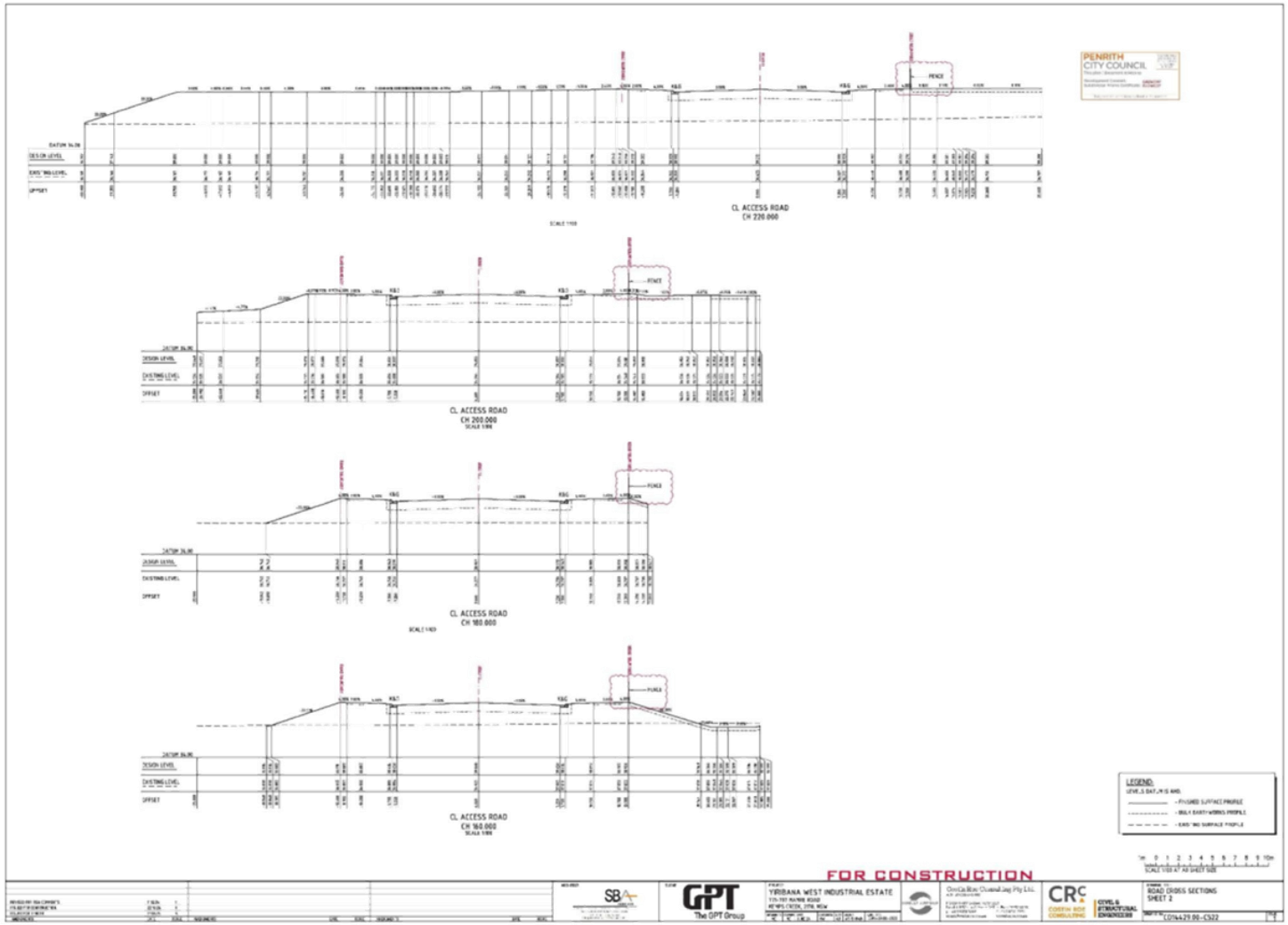

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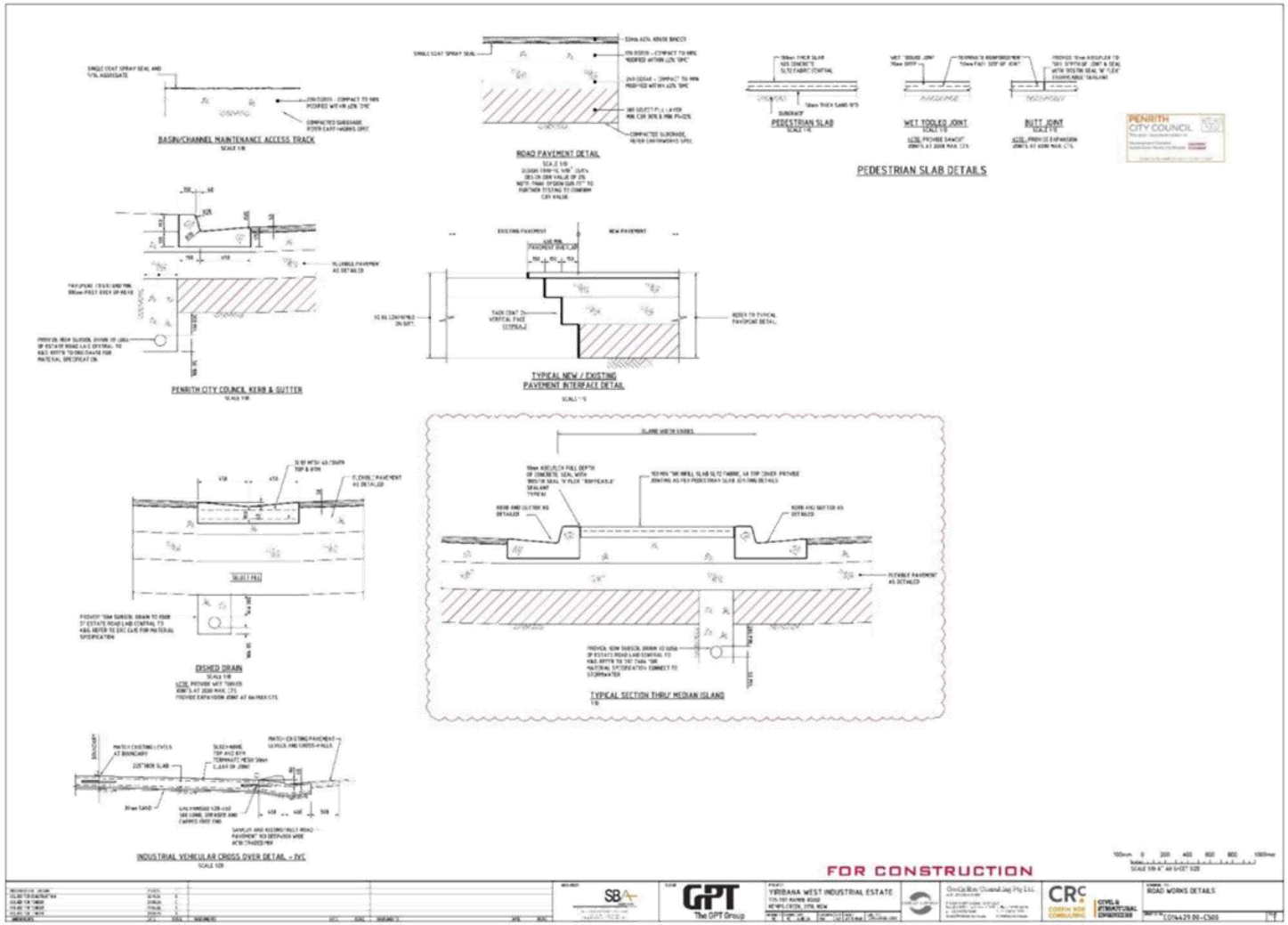

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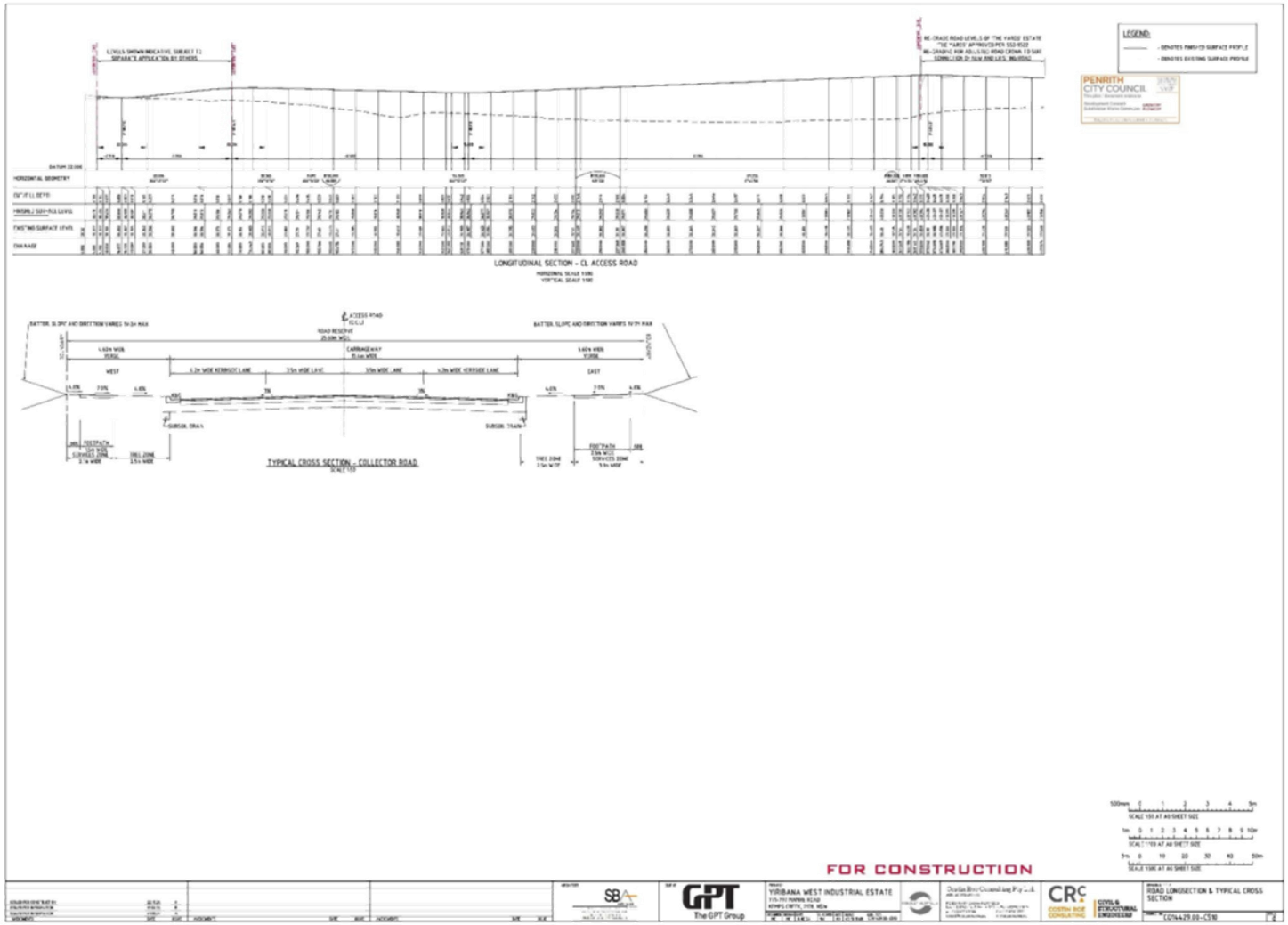

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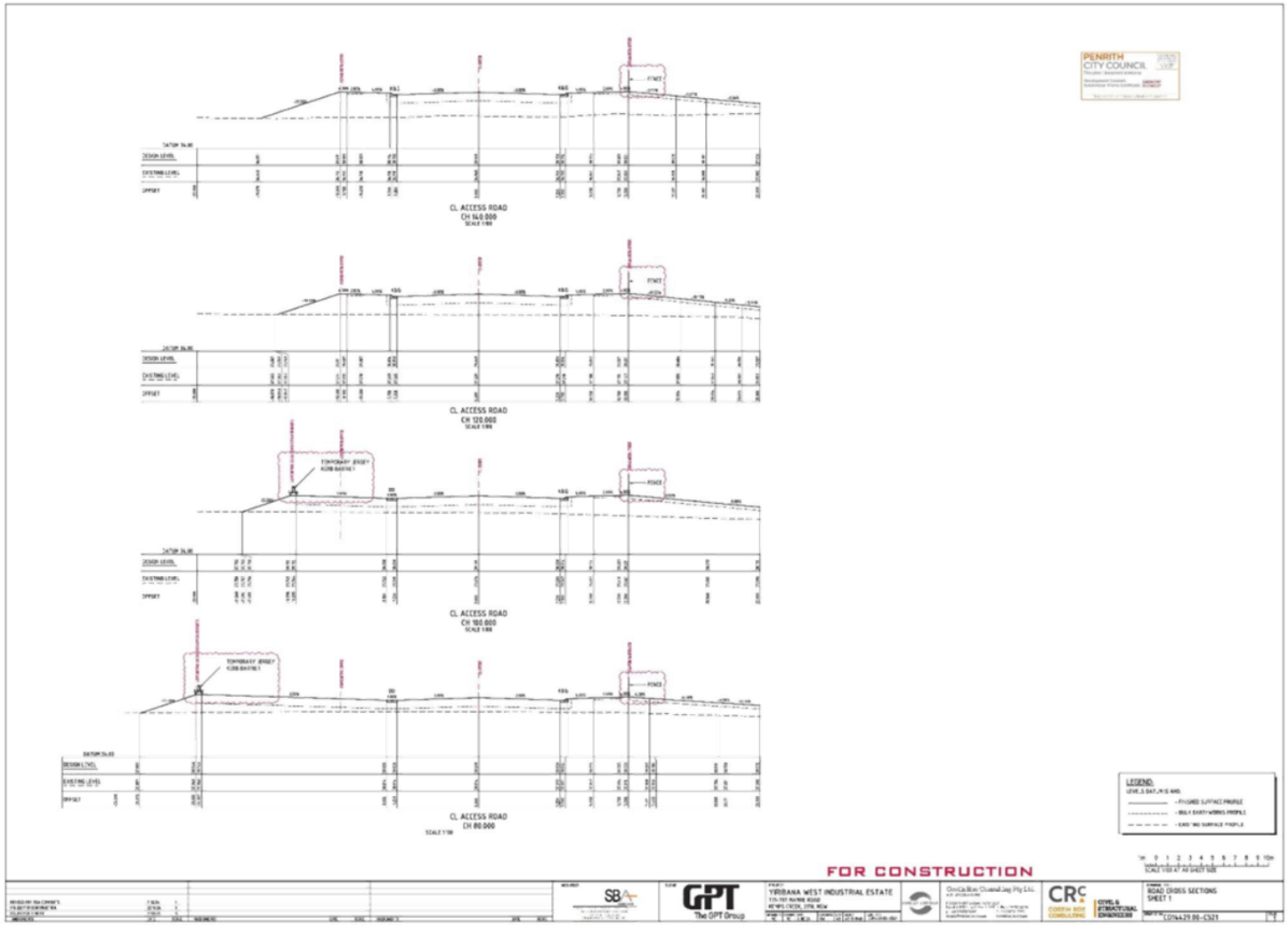

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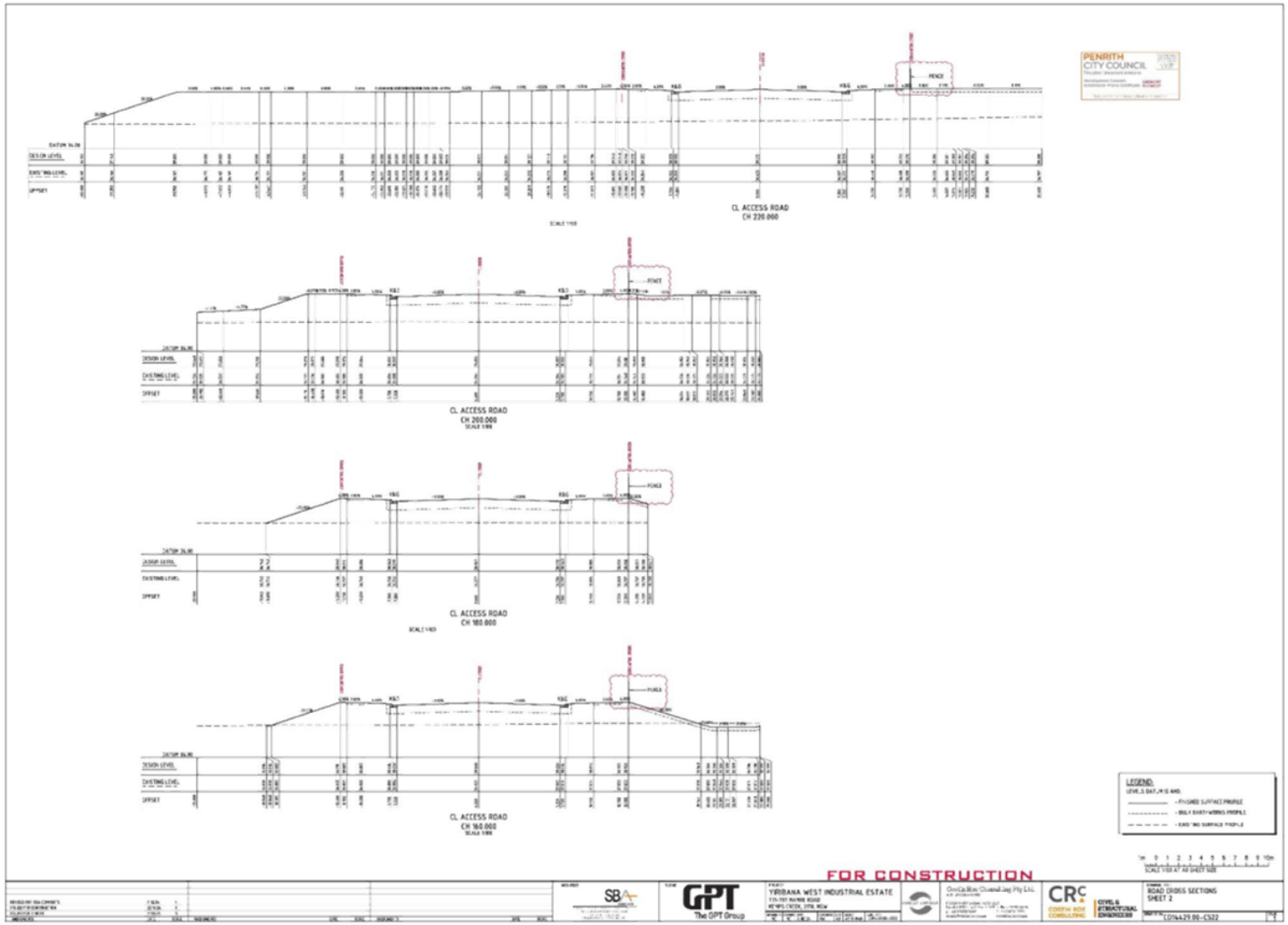

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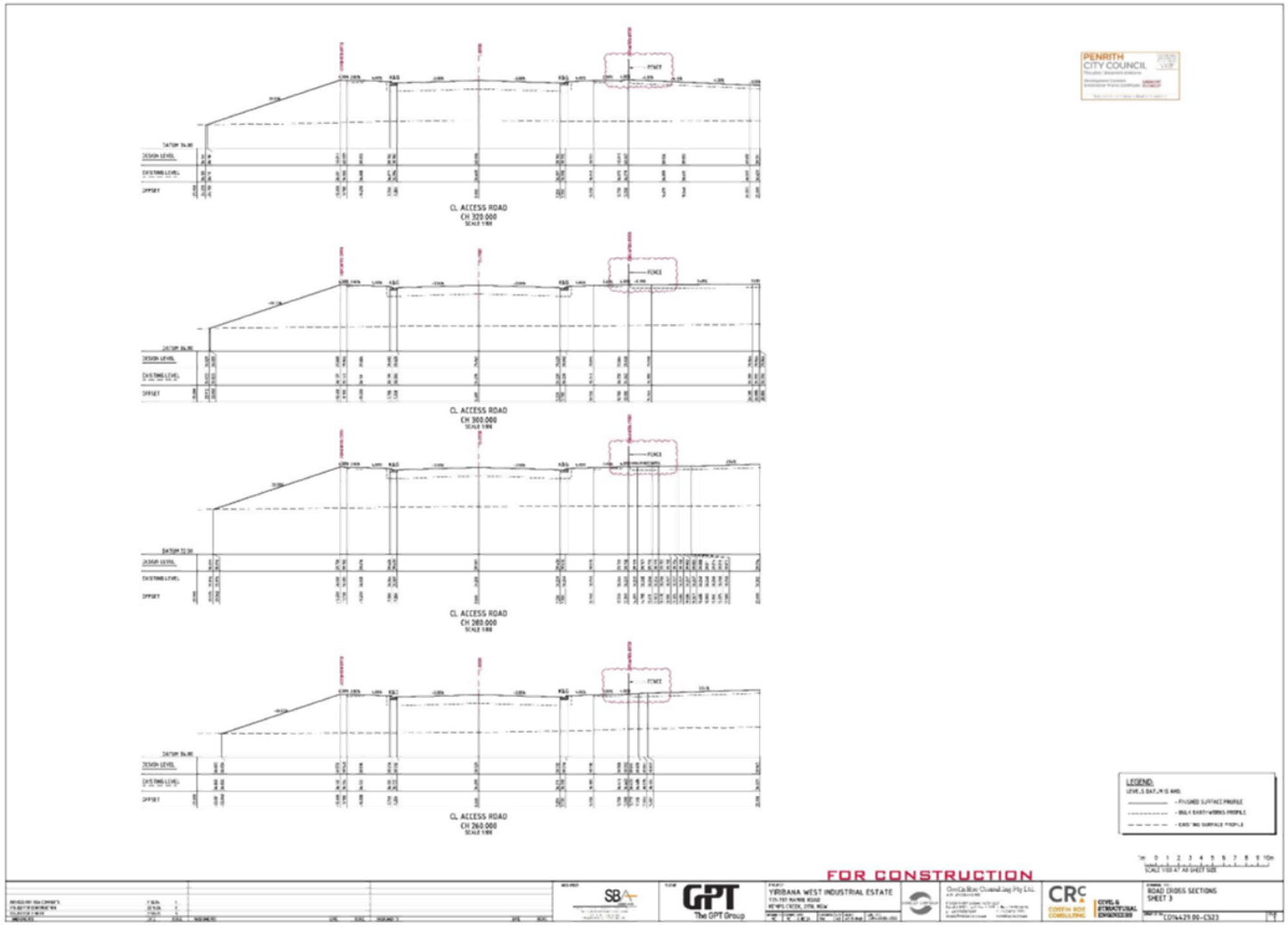

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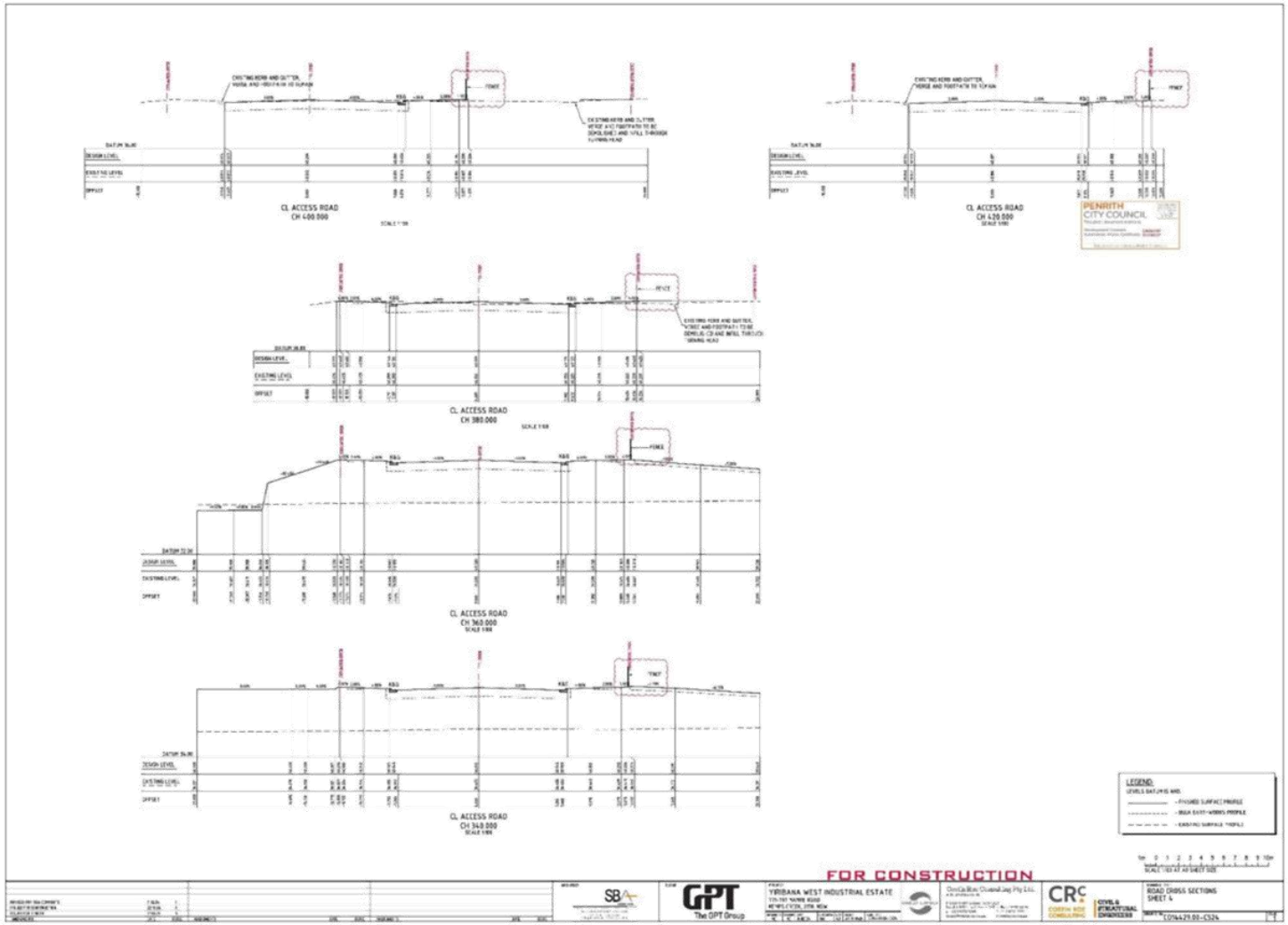

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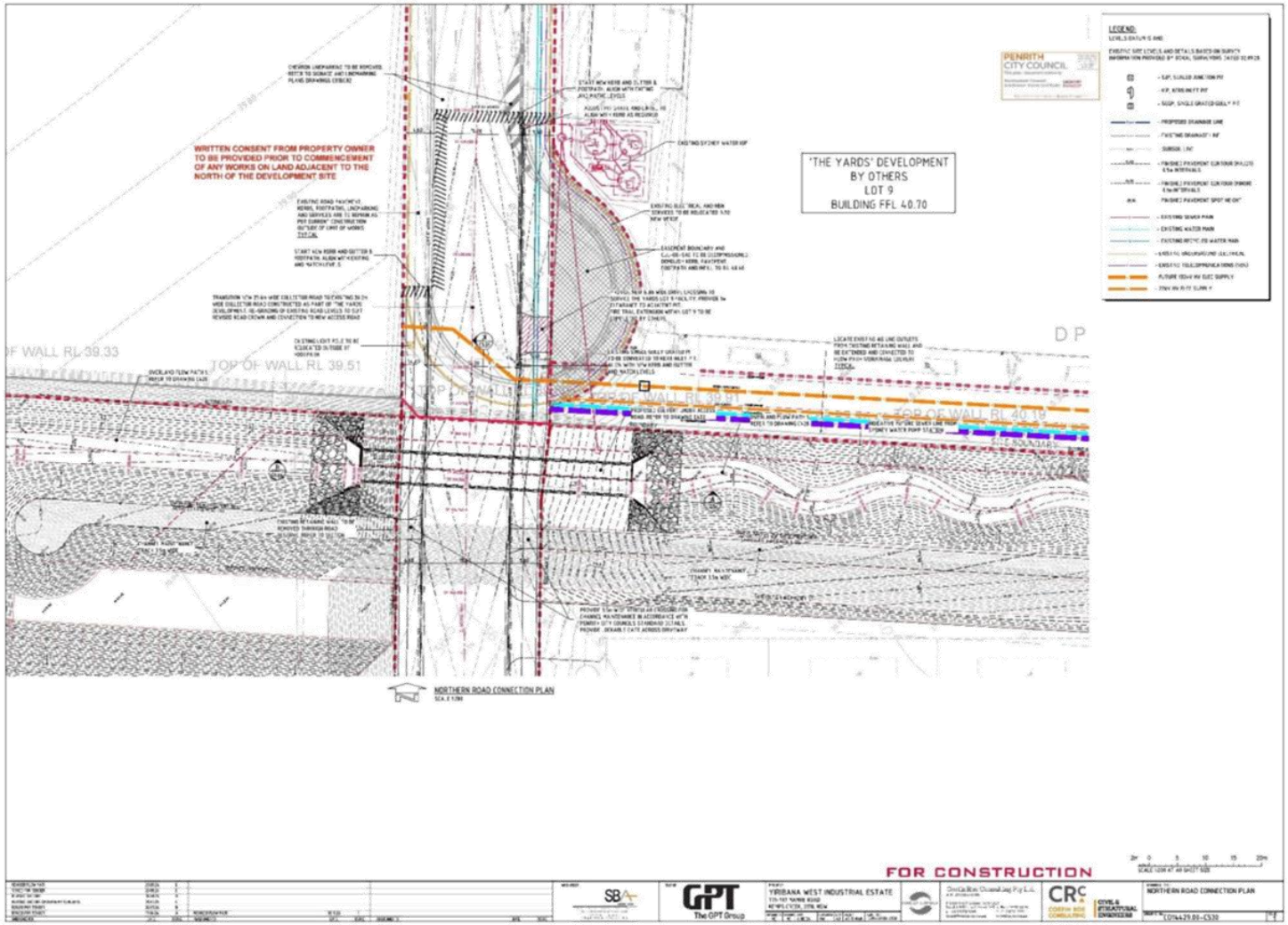

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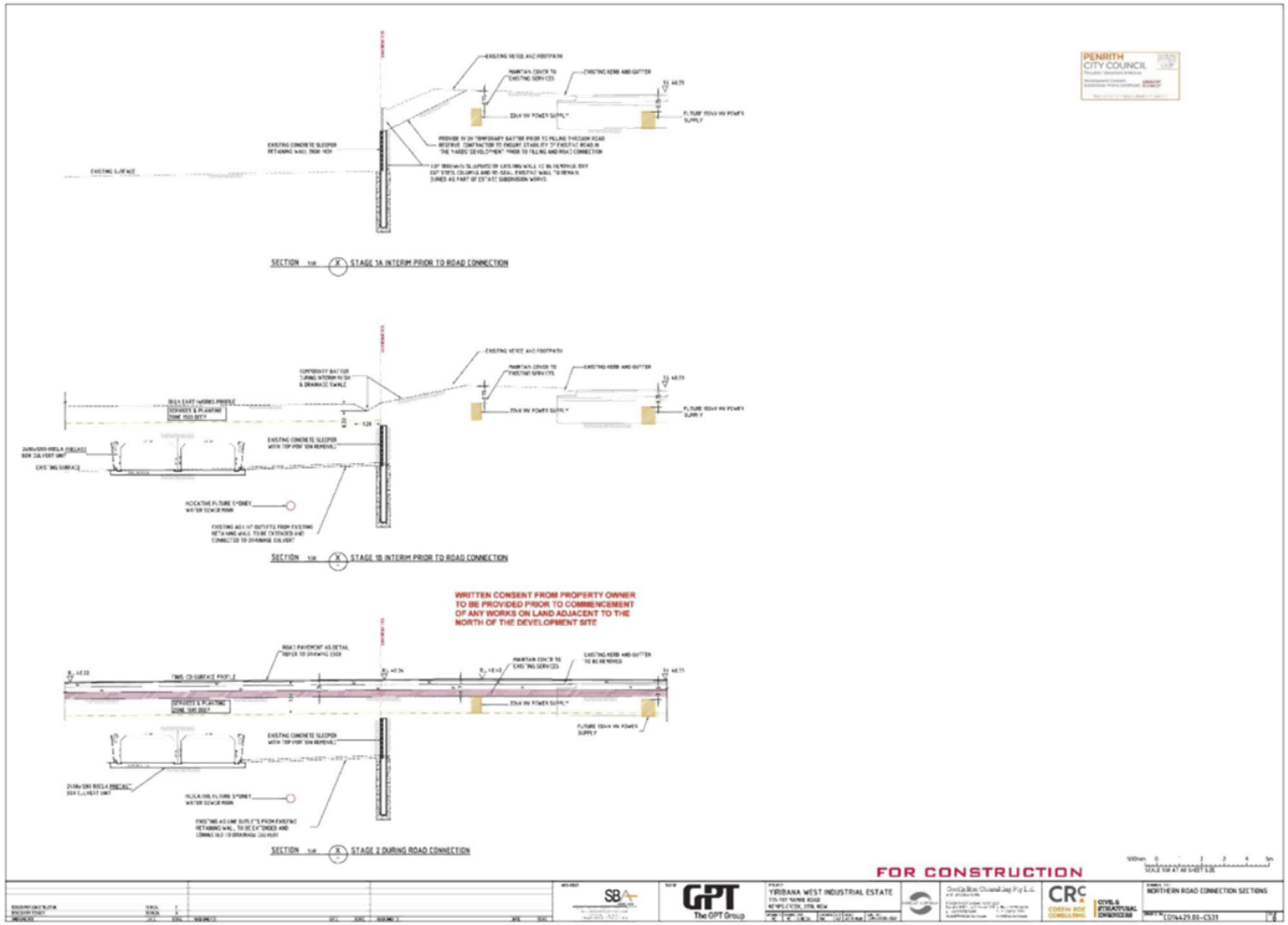

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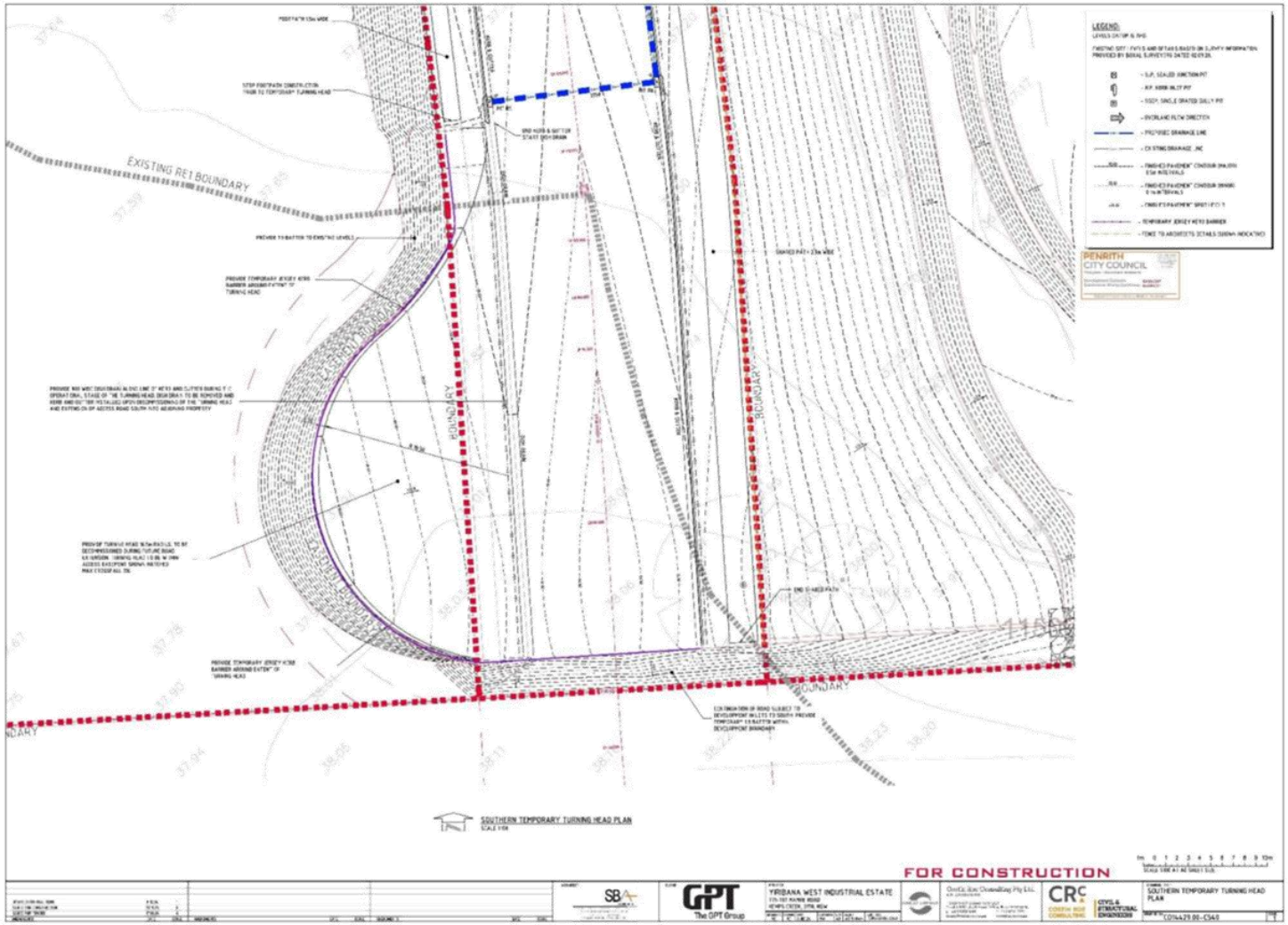

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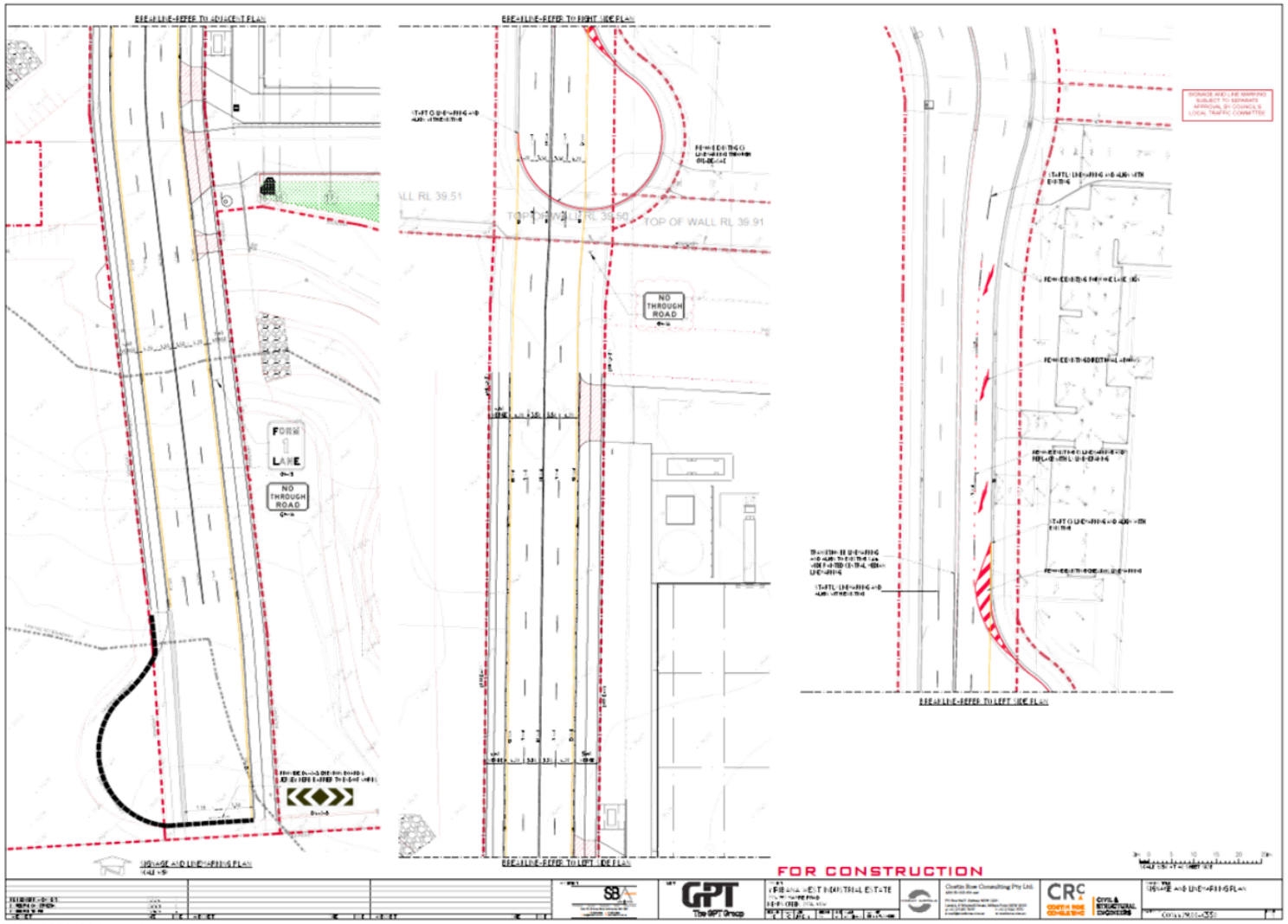

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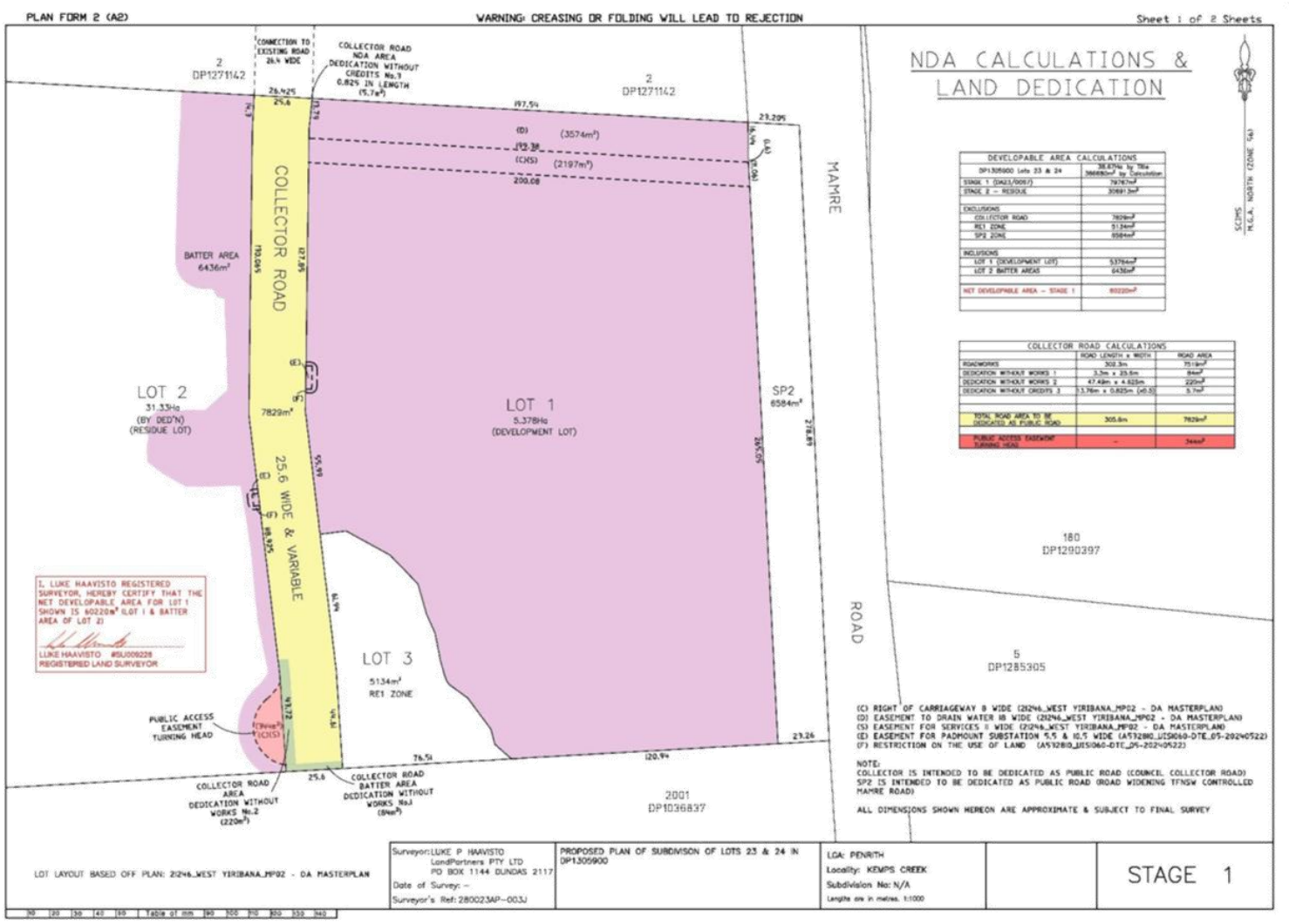
Annexure C Plan showing Dedication Land & Public Access Road



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ATTACHMENTS

Date of Meeting:	Monday 23 March 2026
Report Title:	Amendment and re-exhibition of St Marys Town Centre Section 7.12 Development Contributions Plan
Attachments:	Amended (draft) St Marys Town Centre Section 7.12 Development Contributions Plan 2025 - for exhibition DPHI Letter to Penrith City Council

PENRITH CITY COUNCIL

ST MARYS TOWN CENTRE
DEVELOPMENT CONTRIBUTIONS PLAN 2025

(Under Section 7.12 of the Environmental Planning and Assessment Act, 1979 amended)

PENRITH
CITY COUNCIL

penrithcity.nsw.gov.au

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1. PLAN SUMMARY

1.1 ST MARYS TOWN CENTRE

In 2021, Council commenced 'St Marys 2041', a strategic planning pathway for St Marys Town Centre. This pathway seeks to position St Marys as a strategic centre in Western Sydney, leveraging opportunities created by the Western Sydney International (Nancy Bird-Walton) Airport (WSA) and its direct link to St Marys via a station on the Sydney Metro WSA line.

The St Marys Town Centre Structure Plan and Background Evidence Report was the first stage of St Marys 2041 and was endorsed by Council in November 2022. The St Marys Town Centre Master Plan - being Stage 2 of St Marys 2041 - builds upon the Structure Plan to provide a planning, urban design and implementation framework to ensure that St Marys Town Centre realises its potential as a thriving destination in the Western Parkland City.

The planning framework for St Marys Town Centre is expected to facilitate the delivery of an estimated additional 9,307 dwellings and 8,360 jobs over the next 20(+) years. The existing and forecast growth is outlined in Table 1 and is based on the estimated development yields proposed under the Master Plan and implemented through the proposed amendments to the planning framework for the St Marys Town Centre.

Table 1 Anticipated development yield, 2041

	Baseline (Existing)	Master Plan (2041)	Change (in #)
Dwellings	1,913	11,220	9,307
Residents	3,753	25,470	21,717
Jobs	4,400	12,760	8,360
Non-residential GFA	104,019m²	184,306m²	80,287m²

1.2 WHY HAS THIS PLAN BEEN PREPARED?

To achieve the planned vision for the St Marys Town Centre, the forecast resident and worker growth needs to be supported by new and augmented infrastructure. This plan has been prepared to enable developers of land in the St Marys Town Centre to make a monetary contribution (called a 'section 7.12 contribution' or 's7.12 levy') to help meet the cost of providing this local infrastructure.

A contributions plan must be in place before a development application on land to which this plan applies can be determined (refer to section 66(1)(c) of the EP&A Regulation), except where the consent authority has entered into a planning agreement with the applicant. Additionally, a consent authority may impose a condition under section 7.11 or 7.12 of the EP&A Act only if it is of a kind allowed by, and is determined in accordance with, a contributions plan.

The contributions in this plan are based on the costs of land and works needed to provide local infrastructure. Local infrastructure requirements have identified the need to provide new and upgraded infrastructure as follows:

- Traffic and active transport works, and streetscape improvements,
- Local open space and recreation,
- Water management, and
- Community facilities.

This plan does not levy contributions for the provision of State Government infrastructure.

The objectives and purposes of the plan include:

- Identifying the infrastructure needs for the St Marys Town Centre generated by development within the St Marys Town Centre;
- Ensuring the existing community is not unreasonably burdened by the provision of local infrastructure required (either partly or fully) as a result of development within the St Marys Town Centre;
- Providing the framework for the efficient and equitable determination, collection and management of development contributions toward the provision of local infrastructure generated by development within the St Marys Town Centre.

1.3 CONTRIBUTION BASED ON DEVELOPMENT AND INFRASTRUCTURE COSTS

The s7.12 levy amount that is required from a development is determined by applying a fixed percentage rate to the cost of that development.

The percentage rate reflects the ratio of total local infrastructure costs to total development costs, as shown in the equation below.

$$\text{S7.12 levy} = \frac{Total\ Infrastructure}{Total\ Development\ Costs} \times 100\%$$

Summaries of the costs of expected development and local infrastructure costs are shown in Table 2 and Table 3.

Detailed investigation of expected development in St Marys Town Centre, the anticipated local infrastructure needs generated by the development, and the estimated costs of both development and infrastructure in the area, are contained in the *St Marys Town Centre Section 7.12 Contributions Plan Background Report (April 2025)* (the 'Background Report') at Appendix C.

Table 2 Expected development costs – St Marys Town Centre

Land Zoning*	Estimated Cost ($M)
Productivity Support (E3)	$176.79
Mixed Use (MU1)	$3,543.24
Low Density Residential (R2)	$98.09
Medium Density Residential (R3)	$192.04
High Density Residential (R4)	$1,885.61
Total	**$5,895.46**

*Land zoning identified in the St Marys Town Centre Master Plan

Table 3 Local infrastructure costs – St Marys Town Centre

Infrastructure Category	Estimated cost ($M)
Works	
Traffic and Active Transport (Roads)	$80.56
Traffic and Active Transport (Intersections)	$27.96
Streetscape Improvements	$3.46
Stormwater Management	$23.77

Local Open Space	$29.35
Community Facility (Works)*	$27.50
Land Acquisition	
Traffic and Active Transport	$12.65
Local Open Space	$30.69
Total	**$235.94**

*refer to section 3.5 of the Background Report

Note: The assumptions used in the calculation of all costs in Tables 2 and 3 are contained in section 5, 6 and 7 of the Background Report.

Based on the above, the levy is as follows:

$$\frac{\$235.94\ million}{\$5{,}895.46\ million} \times 100\% = 4\%$$

Detailed schedules of local infrastructure included in this plan and maps showing the location of the infrastructure items are included in Appendices A and B of this plan.

Notwithstanding the above, there are significant landholdings owned by Homes NSW and other community and affordable housing providers within the St Marys Town Centre that will benefit from the uplift enabled through the St Marys planning framework. Affordable housing is not levied development under Section 3.1 of this Plan.

Any difference between the cost of infrastructure identified in the works schedule and the plan's forecast contribution income will need to be met through alternative funding sources. Council may also pool contributions collected under this Plan to fully fund infrastructure items where appropriate.

1.4 CONTRIBUTION LEVY

This plan authorises a s7.12 levy as shown in Table 4. The rate is authorised for *St Marys Town Centre Development Contribution Plan 2025* under Section 209 (1) of the Environmental Planning and Assessment Regulation 2021 (EP&A Regulation).

Table 4 Section 7.12 levy rates

	Contribution rate
Development with a proposed cost of:	
a) up to and including $200,000, if the development is for the purposes of— (i) commercial premises, industry, residential accommodation or tourist and visitor accommodation (each a ***relevant purpose***), or (ii) mixed use development including one or more relevant purposes	Nil
b) more than $200,000, if the development is for the purposes of— (i) a relevant purpose, or (ii) mixed use development including one or more relevant purposes	4%

2.PLAN SCOPE

2.1 NAME OF THIS PLAN

This plan is called the *St Marys Town Centre Development Contributions Plan 2025*.

The plan provides information about calculating the local infrastructure contributions payable, how to impose, pay and settle contributions, and other administrative matters.

The plan is accompanied by and should be read in conjunction with the *St Marys Town Centre Section 7.12 Contributions Plan Background Report, April 2025* at Appendix C.

2.2 COMMENCEMENT OF THIS PLAN

This plan commences on the date on which public notice was given under section 214(2) of the EP&A Regulation or the date specified in that notice if it is a different date.

2.3 PURPOSE OF THIS PLAN

The purpose of this plan is to authorise consent authorities and registered certifiers to impose a condition of development consent on development for a section 7.12 fixed levy to be made towards the provision, extension or augmentation of local infrastructure set out in this plan.

Other purposes of this plan are as follows:

- To ensure that developments in the St Marys Town Centre make a reasonable contribution towards the cost of shared local infrastructure needed to support their developments;
- To ensure that the broader community in the Penrith LGA is not unreasonably burdened by the provision of local infrastructure that is required because of development in the St Marys Town Centre.

2.4 AUTHORITY TO IMPOSE A FIXED DEVELOPMENT CONSENT (S7.12) LEVY

This plan authorises the consent authority or a registered certifier, when determining an application for development or an application for a Complying Development Certificate (CDC) on land to which this plan applies, and subject to

other provisions of this plan, to impose a condition requiring a fixed development consent levy to be paid under section 7.12 of the EP&A Act for the provision of local infrastructure.

The total levy amount that is imposed on any individual development is calculated by multiplying the applicable levy rate in **Table 4** by the proposed cost of the development.

The types of development subject to a s7.12 levy are identified in section 2.6 of this plan.

Accredited certifiers should also refer to section 3.8 of this plan as to their obligations in assessing and determining CDCs.

2.5 LAND TO WHICH THIS PLAN APPLIES

This plan applies to land in the St Marys Town Centre as shown outlined in red in **Figure 1.**

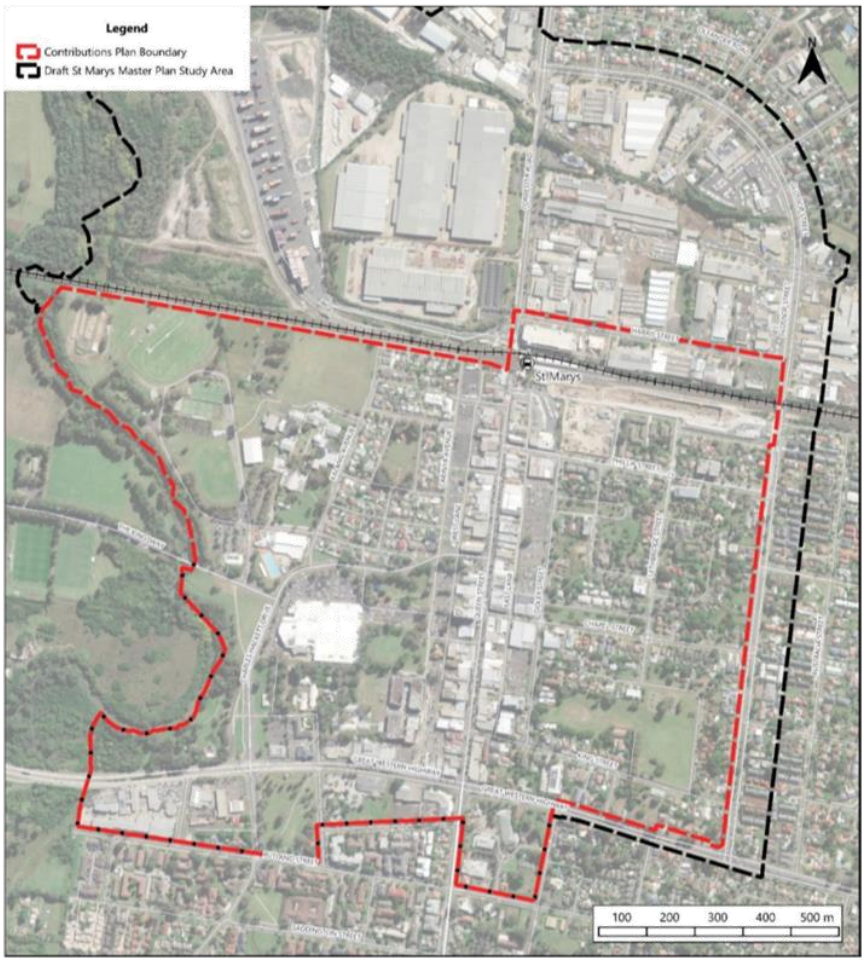


Figure 1 Contributions Plan Area

This plan repeals and replaces the St Marys Town Centre s.94 Development Contributions Plan (1993).

The following contributions plans adopted by the Council and in force at the time that this contributions plan commenced do not apply to development on land to which this plan applies:

- Cultural Facilities Development Contributions Plan (2003)
- Penrith City Local Open Space Development Contributions Plan (2007)
- Penrith City District Open Space Facilities Contributions Plan (2007)
- Penrith City section 7.12 Citywide Development Contributions Plan for Non-Residential Development (2021)

2.6 DEVELOPMENT TO WHICH THIS PLAN APPLIES

Subject to section 2.7, this plan applies to development that has a proposed cost of development of more than $200,000 in accordance with section 1.4 of this plan.

2.7 WHAT DEVELOPMENT IS EXEMPTED

This plan DOES NOT apply to the following types of developments:

a. Development for the purposes of any form of seniors housing defined in State Environmental Planning Policy (Housing for Senior or People with a Disability) 2004 that is provided by a social housing provider.

b. Work involving repair and replacement of structures impacted by natural forces and unpreventable events such as fire, flooding, earthquakes, lightning, etc.

c. Development exempted from contributions under section 7.17 of the EP&A Act by way of a direction made by the Minister.

2.8 SAVINGS AND TRANSITIONAL ARRANGEMENTS

This plan applies to a development application or application for a CDC that was determined on, or after the date this plan took effect.

3.CALCULATING AND IMPOSING THE LEVY

3.1 PROPOSED COST OF DEVELOPMENT REQUIRED

Section 7.12 levies are calculated by the consent authority or registered certifier as a percentage of the cost of development.

Section 208 of the EP&A Regulation sets out how the proposed cost of carrying out development is determined.

An extract from the EP&A Regulation that was in force at the date this plan was adopted is shown below:

1. The proposed cost of carrying out development must be determined by the consent authority by adding up all the costs and expenses that have been or will be incurred by the applicant in carrying out the development.
2. The costs of carrying out development include the costs of, and costs incidental to, the following—
    a. if the development involves the erection of a building or the carrying out of engineering or construction work—
        i. erecting the building or carrying out the work, and
        ii. demolition, excavation and site preparation, decontamination or remediation,
    b. if the development involves a change of use of land—doing anything necessary to enable the use of the land to be changed,
    c. if the development involves the subdivision of land—preparing, executing and registering—
        i. the plan of subdivision, and
        ii. the related covenants, easements or other rights.
3. In determining the proposed cost, a consent authority may consider an estimate of the proposed cost that is prepared by a person, or a person of a class, approved by the consent authority to provide the estimate.
4. The following costs and expenses must not be included in an estimate or determination of the proposed cost—

a. the cost of the land on which the development will be carried out,

b. the costs of repairs to a building or works on the land that will be kept in connection with the development,

c. the costs associated with marketing or financing the development, including interest on loans,

d. the costs associated with legal work carried out, or to be carried out, in connection with the development,

e. project management costs associated with the development,

f. the cost of building insurance for the development,

g. the costs of fittings and furnishings, including refitting or refurbishing, associated with the development, except if the development involves an enlargement, expansion or intensification of a current use of land,

h. the costs of commercial stock inventory,

i. the taxes, levies or charges, excluding GST, paid or payable in connection with the development by or under a law,

j. the costs of enabling access by people with disability to the development,

k. the costs of energy and water efficiency measures associated with the development,

l. the costs of development that is provided as affordable housing,

m. the costs of development that is the adaptive reuse of a heritage item.

3.2 COST SUMMARY REPORT REQUIRED

For developments subject to this plan, the development application or CDC for the development is to be accompanied by a Cost Summary Report prepared at the applicant's cost, setting out an estimate of the proposed cost of carrying out the development.

The consent authority or registered certifier will validate all Cost Summary Reports before they are accepted using a standard costing guide or generally accepted costing method. If the proposed cost is considered inaccurate, Council may, at its

discretion and at the applicant's cost, engage a person referred to in section 3.3 of this plan to review the Cost Summary Report submitted by an applicant.

In all cases, the determination of the proposed cost of development by the consent authority is final.

3.3 WHO MAY PROVIDE A COST SUMMARY REPORT?

The estimate of the proposed cost of carrying out development that is submitted to the consent authority must have been prepared by the following persons:

a. where the proposed cost of carrying out the development is less than $750,000 – any Building Industry Professional; or

b. where the proposed cost of carrying out the development is $750,000 or more – a quantity surveyor who is a registered member of the Australian Institute of Quantity Surveyors.

3.4 COMPLYING DEVELOPMENT CERTIFICATES ISSUED BY REGISTERED CERTIFIERS

If an application for a CDC is determined by a registered certifier for development that is subject to a s7.12 levy under this plan:

a) The registered certifier must, if a CDC is issued, impose a condition requiring a s7.12 levy. The amount of the levy that the registered certifier must impose is the amount determined in accordance with section 3 of this plan.

b) The terms of the condition should be as follows:

A levy is to be paid to Penrith City Council in the amount of $ [insert amount] for the purposes of the local infrastructure identified in the St Marys Town Centre Development Contributions Plan 2025.

Indexation

The levy is based on a proposed cost of carrying out the development of $ [insert amount]. This cost (and consequently the levy) must be indexed between the date of this certificate and the date of payment using the following formula:

$$\text{Indexed development cost (\$)} = \frac{\$Co \times \text{Current PPI}}{\text{Base PPI}}$$

Where:

$Co is the original development cost estimate assessed at the time of the issue of the complying development certificate.

Current PPI is the Producer Price Index (Building Construction NSW) ABS Catalogue No. 6427.30 as published by the Australian Bureau of Statistics at the quarter immediately prior to the date of payment.

Base PPI is the Producer Price Index (Building construction NSW) ABS Catalogue No. 6427.30 as published by the Australian Bureau of Statistics at the quarter ending immediately prior to the date of imposition of the condition requiring payment of a contribution.

Time for payment

***The levy must be paid prior to any work authorised by this complying development certificate commences**, as required by clause 156 of the EP&A Regulation. Deferred payments of levies will not be accepted.*

Post development cost review

Prior to the issue of any Occupation Certificate, a post completion review of construction costs, prepared by a Professional Quantity Surveyor or Chartered Professional Accountant is to be provided to Council specifying the actual cost of works. Where the actual cost of works exceeds that for which 7.12 contributions were calculated pre-development, the shortfall in development contributions is to be paid prior to the issue of the Occupation Certificate.

Council will not consider the reimbursement of contributions where costs have reduced.

Planning agreement

This condition does not need to be complied with to the extent specified, if a planning agreement is entered into between the developer and the Council.

3.5 TIMING OF PAYMENT

A levy amount required to be paid by a condition imposed on the development consent including a CDC in accordance with this plan must be paid at the time indicated below.

Council's policy for timing of s7.12 levies is:

(a) For works included in a Development Application, including works to be carried out to enable the subdivision of land, the levy must be paid prior to the release of the Construction Certificate for the works, or part of the works.

(b) For works authorised by a CDC, before any work commences.

For concept development applications that also include details of the first stage of development, the levy will be imposed in respect to the first stage of development, and the timing of payment of the levy amount will be as above.

At the time of payment, it will be necessary for levy amounts to be updated in accordance with section 3.7 of this plan.

Adjustment of payment following completion of the development

Prior to the issue of any Occupation Certificate, a post completion review of construction costs, prepared by a Professional Quantity Surveyor or Chartered Professional Accountant is to be provided to Council specifying the actual cost of works. Where the actual cost of works exceeds that for which 7.12 contributions were calculated pre-development, the shortfall in development contributions is to be paid prior to the issue of the Occupation Certificate.

Council will not consider the reimbursement of contributions where costs have reduced.

3.6 DEFERRAL OF PAYMENT

Council will consider a request to defer contributions when the developer makes a formal written application. If approved, deferred payments will incur interest and an administration fee for the deferral period[1].

Deferred or periodic payments may be permitted in the following circumstances:

- compliance with the provisions of Section 3.5 is unreasonable or unnecessary in the circumstances of the case; or
- where the applicant intends to make a contribution by way of a planning agreement and Council and the applicant have a legally binding agreement; or
- there are circumstances justifying the deferred or periodic payment of the contribution.

Council will consider whether deferred or periodic payment of the contribution will prejudice the timing or the manner of the provision of public facilities included in the works program.

If Council grants such a request, it is conditional upon the applicant providing a suitable bond such as a bank guarantee and deed of agreement consistent with Council's accounting practices.

A period for deferral of a levy will be agreed between the applicant and Council prior to preparation of the bank guarantee. The period may be extended in circumstances acceptable to Council.

Interest and an administrative fee will be charged on deferred contributions. The amount of the bank guarantee will be calculated in the following manner:

$$G = C \times (1 + r)^{p}$$

[1] The administration fee is for the purposes of covering Council's costs in providing deferred payments. In the event of a developer defaulting on payment, the administration fee and interest will also cover some of the adjustment by PPI that would have been made at the time of payment.

Where:

G is the amount of the Bank Guarantee;

C is the contribution owing at the time the guarantee is lodged with Council;

r is the interest rate applicable on the last day of the quarter of the 90-day bank bill swap rate plus 1% rate; and

P is in years and reflects the number of years that the bank guarantee is expected to be held.

The guarantee will be terminated when the liability is met by the payment of cash or transfer of land or works (under a planning agreement) or Council advises that the guarantee is no longer required.

The deed of agreement is to be prepared by Council's solicitors at full cost to the applicant.

If contributions are not paid by the agreed date the Bank Guarantee may be called up by Council.

3.7 ADJUSTMENT OF LEVY AMOUNTS TO ADDRESS THE EFFECTS OF INFLATION

Levies imposed under this plan are based on the proposed cost of carrying out the development set out in the development consent.

This cost (and consequently the levy amount) must be indexed between the date of DA determination or the issue of the CDC, whichever is applicable, and the date of payment in accordance with the following formula:

$$\text{Indexed development cost (\$)} = \frac{\text{\$Co X Current PPI}}{\text{Base PPI}}$$

Where:

\$Co	is the original development cost estimate assessed at the time of the issue of the development consent
Current PPI	is the Producer Price Index (Building Construction NSW) ABS Catalogue No. 6427.30 as published by the Australian Bureau

of Statistics at the quarter immediately prior to the date of payment

Base PPI — is the Producer Price Index (Building Construction NSW) ABS Catalogue No. 6427.30 as published by the Australian Bureau of Statistics at the quarter ending immediately prior to the date of imposition of the condition requiring payment of a contribution.

3.8 OBLIGATIONS OF REGISTERED CERTIFIERS – CONSTRUCTION CERTIFICATES

It is the responsibility of a registered certifier issuing a construction certificate for building work or subdivision work to ensure that each condition requiring the payment of a s7.12 levy before work is carried out has been complied with in accordance with the CDC or development consent.

The only exceptions to the requirement are where a planning agreement or deferred payment arrangement has been agreed by the Council. In such cases the Council will issue a letter confirming that an alternative payment method has been agreed with the applicant.

3.9 ALTERNATIVES TO PAYING THE LEVY

If a developer wishes to deliver infrastructure that is included in this plan on the Council's behalf, then the developer may offer to enter into a planning agreement under section 7.4 of the EP&A Act to undertake works in kind, make monetary contributions, dedicate land, or provide some other material public benefit.

The process for negotiating and entering into a planning agreement will be in accordance with Council's Developer Infrastructure Agreements Policy available on Council's website.

4.ADMINISTRATION OF THE PLAN

4.1 POOLING OF SECTION 7.12 LEVIES

This plan authorises monetary contributions paid in accordance with development consent conditions authorised by this plan and any other contributions plan approved by the Council to be pooled and applied progressively for those purposes.

The priorities for the expenditure of pooled monetary contributions under this plan are described in section 4.2 of this plan.

4.2 INFRASTRUCTURE STAGING AND PRIORITIES

The local infrastructure included in this plan will be provided as and when development surrounding the infrastructure occurs.

The infrastructure schedules at Appendix A of this plan include indicative staging and timing for each infrastructure item which may change to reflect the timing and uptake of new development in the St Marys Town Centre.

4.3 ACCOUNTABILITY AND ACCESS TO INFORMATION

In accordance with the EP&A Act and EP&A Regulation a contributions register will be maintained by Council and published on the NSW Planning Portal and Council's website.

The register will be maintained at regular intervals and will include the following:

- Particulars sufficient to identify each development consent for which contributions have been sought;
- Nature and extent of the contribution required by the relevant condition of consent;
- Name of the contributions plan under which the condition of consent was imposed; and
- Date the contribution was received, for what purpose and the amount.

Separate accounting records will be maintained for each contribution type in this plan and published every year in the relevant council's financial accounts. They will

contain details concerning contributions received and expended, including interest for each service or amenity to be provided. The records are held at Council's administration office and may be inspected upon request.

4.4 REVIEW OF PLAN

The contributions plan will be reviewed after five (5) years following the date of adoption. Council may review the plan prior to that time if required by changes to planning instruments, legislation or development conditions.

Minor adjustments including typographical corrections may be made to this plan without the need for public exhibition and adoption by Council.

5. GLOSSARY OF TERMS AND ABBREVIATIONS

Except where indicated in this section, the definitions of terms used in this plan are the definitions included in the EP&A Act, EP&A Regulation and the Penrith LEP.

For further clarity, words and phrases in this plan have the following meanings:

ABS means the Australian Bureau of Statistics.

Bond means a documentary performance bond which must be denominated in Australian dollars and be an unconditional undertaking issued by an Australian Prudential Regulation Authority (APRA) regulated authorised deposit taking institution or an insurer authorised by APRA to conduct new or renewal insurance business in Australia that has at all times an investment grade security rating from an industry recognised rating agency.

Building Industry Professional means any of the following:

- a practising builder who is licensed to undertake the proposed building works, or
- a practising registered quantity surveyor (member, affiliate or fellow), or
- a practising registered architect, or
- a practising qualified building estimator with relevant qualifications (eg. Degree in construction management), or
- a practising qualified and accredited building designer, or
- a project manager who has proven experience in costing development works at least to a similar scale and type as proposed, or
- a practising tradesperson who is licensed with the Department of Fair Trading or WorkCover and has the relevant qualifications and proven experience in costing development works at least to a similar scale and type as proposed, or
- a practising registered landscape architect who has proven experience in costing development works at least to a similar scale and type as proposed, or

- a practising structural, civil, electrical, mechanical or building services engineer who is registered with the National Engineering Registration Board and who has proven experience in costing development works at least to a similar scale and type as proposed.

CDC means complying development certificate.

Complying development certificate means a certificate referred to in section 4.27 of the EP&A Act.

Consent authority has the same meaning as in section 4.5 of the EP&A Act but also includes a registered certifier responsible for issuing a complying development certificate.

Cost summary report means a report prepared by a suitably qualified person described in this plan that sets out the proposed cost of carrying out of development as defined in clause 208 of the EP&A Regulation.

Council means Penrith City Council.

DA means development application.

Development has the same meaning as in section 1.5 of the EP&A Act.

Development application has the same meaning as in section 1.4 of the EP&A Act. Note that a development application does not include a complying development certificate.

Development consent has the same meaning as in section 1.4 of the EP&A Act. Note that a development consent includes a complying development certificate.

EP&A Act means the NSW *Environmental Planning and Assessment Act 1979*.

EP&A Regulation means the NSW *Environmental Planning and Assessment Regulation 2021*.

GFA means gross floor area.

LGA means local government area.

Local infrastructure means public amenities and public services that are traditionally the responsibility of local government, including roads, open space and recreation, and community facilities, but excluding water supply or sewerage services.

Minister means the Minister responsible for administering the NSW *Environmental Planning and Assessment Act 1979*.

Planning agreement means a voluntary agreement referred to in section 7.4 of the EP&A Act.

PPI means the Producer Price Index (building construction NSW) ABS Catalogue No. 6427.30 as published by the Australian Bureau of Statistics.

Proposed cost of development means the cost of development proposed in a development application or a complying development application under the provisions of clause 208 of the EP&A Regulation.

Works in kind means the construction or provision of the whole or part of a public facility that is identified in a works schedule in a contributions plan.

6. REFERENCES

St Marys Town Centre Section 7.12 Plan Background Report (idc, 2025)

Cultural and Heritage Values – Post Settlement Heritage (City Plan Heritage, 2022)

Economic Feasibility and Market Analysis (Hill PDA Consulting 2024)

Environmental Sustainability Study (Flux, 2024)

First Nations Heritage Study (Artefact, 2024)

Integrated Water Management Plan (Civille, 2024)

Parking Study (Bitzios, 2024)

Preliminary Site Investigation, Contamination (Douglas Partners, 2023)

Social and Affordable Rental Housing Discussion Paper (Penrith City Council, 2023)

St Marys Community Hub Needs Analysis and High Level Business Case (Cred Consulting, 2024)

Transport Assessment (Bitzios, 2024)

Urban Ecology Action Plan (eco logical Australia, 2023)

Urban Design Assessment and Modelling (Penrith City Council, 2024)

APPENDIX A: INFRASTRUCTURE SCHEDULES

Table 5 –Traffic and Active Transport Works Schedule

Project Number	Project Name/Description of Works	Estimated Cost	Staging/Timing
1	Queen Street (between Nariel Street & Station Street)	$1,094,850	Long
2	Queen Street (between Phillip Street and Nariel Street)	$3,239,279	Long
3	Queen Street (between King Street and Phillip Street)	$5,808,375	Long
4	Queen Street (between Great Western Highway and King Street)	$859,166	Long
5	Charles Hackett Drive (East)	$1,963,008	Medium-Long
6	Crana Street (between Carinya Avenue and Queen Street)	$625,812	Short-Medium
7	Kungala Street (between Creek Road and Kalang Avenue)	$4,020,412	Medium-Long
8	Kungala Street (between Kalang Avenue and Charles Hackett Drive)	$6,788,336	Medium-Long
9	Chapel Street West (between Queen Street and Gidley Street)	$707,123	Medium-Long
10	Chapel Street East (between Gidley Street and Lethbridge Street)	$3,105,381	Short-Medium
11	Chapel Street East (between Lethbridge Street and Glossop Street)	$3,172,385	Short-Medium
12	Carinya Avenue South (between Carson Lane and Charles Hackett Drive)	$14,793,271	Medium-Long
13	Carinya Avenue North (between Charles Hackett Drive and Nariel Street)	$13,111,894	Medium
14	Nariel Street East (between Carinya Avenue and Queen Street)	$2,431,631	Medium-Long
15	Station Street (between Queen Street and Gidley Street through-site link)	By Metro	Short
16	Station Street (between Gidley Street through-site link and Blair Avenue)	By Metro	Short
17	Station Street (between Blair Avenue and Lethbridge Street)	$1,098,253	Medium-Long
18	Phillip Street (between Queen Street and Glossop Street)	$1,044,356	Short-Medium
19	Lethbridge Street North (between Phillip Street and Station Street)	$1,048,973	Short-Medium
20	Gidley Street (between King Street and Phillip Street)	$944,649	Short
21	King Street (between Queen Street and Gidley Street)	$830,810	Medium

22	King Street (between Gidley Street and Glossop Street)	$2,806,088	Medium
23	Merinda Street (between Kalang Avenue and Carinya Avenue)	$192,602	Short-Medium
24	Taroona Avenue (between Kungala Street and Waratah Street)	$113,575	Short-Medium
25	New Local Road (between Phillip Street and Station Street)	$154,860	Short-Medium
26	Harris Street (between Forrester Road and Glossop Street)	$2,337,161	Short-Medium
27	West Lane Extension (from future carpark to Carinya Avenue)	$1,356,148	Medium-Long
28	West Lane Extension (linking Carinya Avenue to West Lane)	$216,364	Short-Medium
29	West Lane Link A (from Carinya Avenue to West Lane, south of Charles Hackett Drive)	$929,548	Short-Medium
30	Ross Place (from Gidley Street to Ross Place Park)	$684,700	Medium
31	Benalong Street (between Kalang Avenue and Carinya Avenue)	$3,218,189	Long
32	West Lane Link B (from Carinya Avenue to West Lane, North of Charles Hackett Drive)	$929,548	Long
33	West Lane Link C (from Carinya Avenue to West Lane, North of Charles Hackett Drive)	$929,548	Long
	TOTAL	**$80,556,292**	

Table 6 – Intersection Works Schedule

Project Number	Project Name/Description of Works	Estimated Cost	Staging/Timing
1	**Queen Street:** New Give-Way Rearrangement and Wombat Crossing	$180,000	Long
2	**Queen Street:** New Give-Way Rearrangement and Wombat Crossing	$180,000	Long
3	**Queen Street:** Intersection Closure Through Kerb Extension	$295,000	Long
4	**Queen Street:** Addition of Bicycle Lantern to Existing Signals	$123,000	Long
5	**Queen Street:** Kerb Realignment Through Intersection	$410,000	Long
6	**Queen Street:** Kerb Realignment and Wombat Crossing with Bike Crossing	$197,000	Long
7	**Queen Street:** Add Wombat Crossing to the Existing Road	$139,000	Long
8	**Queen Street:** Change to Left Turn Only from King to Queen and Add Give Way to Northern Leg of Queen St	$106,000	Long
9	**Carinya Avenue:** New Upgraded Intersection	$5,733,000	Long
10	**Charles Hackett Drive:** Intersection Closure Through Kerb Extension	$115,000	Medium-Long
11	**Crana Street:** Add Wombat Crossings (x2) to the Southern and Northern Legs on West Land	$393,000	Short-Medium
12	**Kungala Street:** Addition Of Wombat Crossing to the Existing Road	$82,000	Medium-Long
13	**Kungala Street:** Add Wombat Crossings (x2) to the Taroona Ave Leg and The Western Kungala Leg	$344,000	Medium-Long
14	**Charles Hackett Drive:** Priority Control Change to Left in Only	$49,000	Medium-Long
15	**Chapel Street:** Add Wombat Crossings (x2) to the North and South Legs of The Intersection	$393,000	Short-Medium
16	**Chapel Street:** Add Wombat Crossings (x4) to All Four Legs of The Existing Roundabout.	$491,000	Short-Medium
17	**Chapel Street:** Existing Roundabout to Have New Wombat Crossings (x4) Added with Pedestrian Links	$491,000	Short-Medium

Project Number	Project Name/Description of Works	Estimated Cost	Staging/Timing
18	**Glossop Street:** Add Bicycle Lantern to the Existing Signals	$123,000	Short-Medium
19	**Carinya Avenue:** Add a New Wombat Crossing to the Existing Road	$139,000	Medium
20	**Carinya Avenue:** Add a New Wombat Crossing to the Existing Road	$139,000	Medium
21	**Nariel Street:** Add Wombat Crossings (x2) to the Existing Intersection	$25,000	Medium-Long
22	**Carinya Avenue:** Add Wombat Crossing to the Existing Intersection	$82,000	Medium-Long
23	**Carinya Avenue:** Intersection Closure Through Kerb Extension	$115,000	Medium-Long
24	**Nariel Street:** Wombat Crossing on Northern and Southern Legs	$278,000	Medium-Long
25	**Station Street:** Intersection Closure Through Kerb Extension	$57,000	Medium-Long
26	**Station Street:** Construction of New Intersection on New Roads	$8,190,000	Long
27	**Station Street:** Add Wombat Crossing to the Existing Road	$221,000	Medium
28	**Phillip Street:** Add Wombat Crossings (x2) On Northern and Southern Legs	$278,000	Short-Medium
29	**Phillip Street:** Existing Pedestrian Crossing To Be Moved Westward	$41,000	Short-Medium
30	**Phillip Street:** Roundabout Upgrade and Addition of Wombat Crossings (x4)	$2,048,000	Short-Medium
31	**Glossop Street:** Add Bicycle Lantern to the Existing Signals	$123,000	Short
32	**Gidley Street:** Add Wombat Crossing to the Existing Intersection	$139,000	Short
33	**Gidley Street:** Add Wombat Crossing to the Existing Road	$82,000	Short
34	**Gidley Street:** Add Wombat Crossing to the Existing Road	$82,000	Short
35	**Gidley Street:** Priority Control Change Via Signage and Line marking and Add Wombat Crossing (Existing Kerbs, etc. to remain as existing)	$41,000	Short
36	**King Street:** Add Wombat Crossing & Bicycle Crossing to the Existing Road	$25,000	Short
37	**Glossop Street:** Addition of Wombat Crossing & Bicycle Crossing to the Existing Road	$123,000	Short-Medium

Project Number	Project Name/Description of Works	Estimated Cost	Staging/Timing
38	**Kalang Avenue:** Add Wombat Crossing to the Existing Intersection	$139,000	Short-Medium
39	**Merinda Street:** Add Wombat Crossing to the Existing Intersection	$139,000	Short-Medium
40	**Merinda Street:** Add Wombat Crossing to the Existing Intersection	$139,000	Short-Medium
41	**Waratah Street:** Add Wombat Crossing to the Existing Intersection	$139,000	Short-Medium
42	**Harris Street:** Add Wombat Crossing to the Existing Intersection	$139,000	Short-Medium
43	**Harris Street:** Addition of Wombat Crossing to the Existing Road	$139,000	Short-Medium
44	**Glossop Street:** Add Wombat Crossing to the Existing Intersection	$139,000	Short-Medium
45	**Charles Hackett Drive:** New Signalised intersection	$4,914,000	Medium
	TOTAL	**$27,959,000**	

Table 7 - Streetscape Improvements Works Schedule

Project Number	Project Name/ Description of Works	Estimated Cost	Staging/Timing
S1	Camira Street	$177,000	Short-Medium
S2	Kalang Avenue	$485,000	Short-Medium
S3	Carinya Street	$76,000	Short-Medium
S4	Nariel Street	$180,000	Short-Medium
S5	Araluen Avenue	$150,000	Short-Medium
S6	Acacia Avenue	$149,000	Short-Medium
S7	Waratah Street	$226,000	Short-Medium
S8	Gabriels Lane	$241,000	Short-Medium
S9	Chesham Street	$182,000	Short-Medium
S10	Blair Avenue	$347,000	Short-Medium
S11	Lethbridge Street	$436,000	Short-Medium
S12	Champness Crescent	$357,000	Short-Medium
S13	Brock Avenue	$123,000	Short-Medium
S14	Stapleton Parade	$329,000	Short-Medium
	TOTAL	**$3,458,000**	

Table 8 – Local Open Space Works Schedule

Project Number	Area (m²)	Project Name/Description of Works	Estimated Cost	Staging/Timing
1	15,500	**Bennett Park (West):** Embellishment – new seating, picnic tables, playground, paths and landscaping **Bennett Park (East): WEST INVEST FUNDED**	$6,797,700	Medium
2	4,924	**Astley Park:** Embellishment – new seating, shared path and tree planting	$1,715,300	Long
3	1,645	**Ross Place Park:** Embellishment – new landscape and tree planting	$572,900	Medium-Long
4	6,155	**Ross Place Park:** New Local Park – new landscape, active play equipment and tree planting	$2,765,600*	Medium-Long
5	4,033	**Gateway Park:** New Landscape – new sophisticated hardscape and soft landscape treatments	$3,587,400	Medium-Long
6	530	**Southern Plaza:** New Landscape – new sophisticated hardscape, soft landscape and public art	$1,181,500	Short-Medium
7	1,607	**Civic Plaza:** New Civic Plaza – new paving, planter boxes, seating	$3,329,300	Short-Medium
8	8,370	**Jack Jewry Park:** Embellishment – new landscape and tree planting	$3,114,000	Short-Medium
9	8,441	**St Marys central park:** Embellishment – central lawn, performance stage **WEST INVEST FUNDED**	-	Short
10	3,066	**St Marys central park:** New Landscape - new seating, shared path & tree planting **WEST INVEST FUNDED**	-	Short
11	1,206	**Blue/Green Link:** New Landscape - new landscape and tree planting	$2,189,800	Long
12	2,047	**Blue/Green Link:** New Landscape - new landscape and tree planting	$2,223,000	Long
13	825	**Carson Lane:** New Landscape - new landscape and tree planting	$869,900	Medium-Long
14	577	**Station Link:** New Landscape - new shared path and tree planting	$709,700	Long
16	595	**Gidley Street to Station Street**: Through-site link – paving, planting & street furniture	$297,500	Medium
			$29,353,600	

Table 9 - Water Management Works Schedule

Project Number	Project Name/ Description of Works	Estimated Cost	Staging/Timing
W1	**South Creek Basin:** New wetland treatment system approximately 2,500m² in area	$3,194,895	Short-Medium
W2	**South Creek Reuse:** Stormwater reuse scheme for irrigation of sporting fields and open space at The Kingsway Playing Fields and/or South Creek Parklands	$563,550	Medium-Long
W3	**South Creek Outlet Upgrades:** Upgrade existing stormwater infrastructure including headwalls and outlets along Wianamatta South Creek corridor	$390,150	Short
W4	**South Creek Revegetation Works**: Targeted weed removal, replanting and regrading including toe and bank stabilisation and protection works	$3,263,966	Short-Medium
W5	**Bennett Park Raingarden:** Retrofit existing detention basin with new wetland treatment system approximately 3,000m² in area	$1,777,350	Medium
W6	**Kingsway Riparian + Wetlands:** New floodplain bench wetlands	$3,572,040	Short-Medium
W7	**South Creek Riparian Planting:** Reinstate riparian corridor planting	$762,960	Short
W8	**East Lane (blue/green link):** Flood mitigation works & trunk stormwater drainage upgrades	$10,243,894	Long
	TOTAL	**$23,768,805**	

Table 10 – Land Acquisition

Project Number	Project Name/Description of Works	Street Address	Value Range ($/sqm)	Land Area to be Acquired (m²)	Zoning	Estimated Costs	Staging/Timing
R13	**Carinya Avenue:** Road Widening	62-64 Carinya Avenue	$800 - $1,000*	244	MU1		Medium-Long
R25	**Phillip to Station Street:** New Local Road	33-34 Phillip Street	$750 - $950*	1,668	MU1		Medium
R31	**Gidley to Station Street:** Through-site Link	Lot 8 & 45 Phillip Street	$750 - $950*	595	MU1		Medium
		Traffic & Active Transport Subtotal				**$12,650,000**	
O4	**Ross Place:** New Local Park & Through-site Link	13-17 Lethbridge Street	$2,000 - $2,500	219	R4		Medium-Long
		17 Ross Place	$1,650 - $1,950	714	R4		
		15 Ross Place	$1,650 - $1,950	1,277	R4		
		13 Ross Place	$1,650 - $1,950	1,049	R4		
		11 Ross Place	$1,650 - $1,950	752	R4		
		9 Ross Place	$1,650 - $1,950	746	R4		
O5	**Chesham Street:** New Gateway Park	11-13 Chesham Street	$1,550 - $1,850	5,252	R4		Medium-Long
O11	**East Lane:** Flood Mitigation work & drainage upgrades	118 Queen Street	$1,650 - $1,950*	746	MU1		Long
		116A Queen Street	$1,650 - $1,950*	229	MU1		
		122 Queen Street	$1,650 - $1,950*	278	MU1		
O14	**Carinya Avenue:** Station Link	78 Carinya Avenue	$800 - $1,000*	577	MU1		Long
		Open Space Subtotal				**$30,687,500**	
		TOTAL				**$43,337,500**	

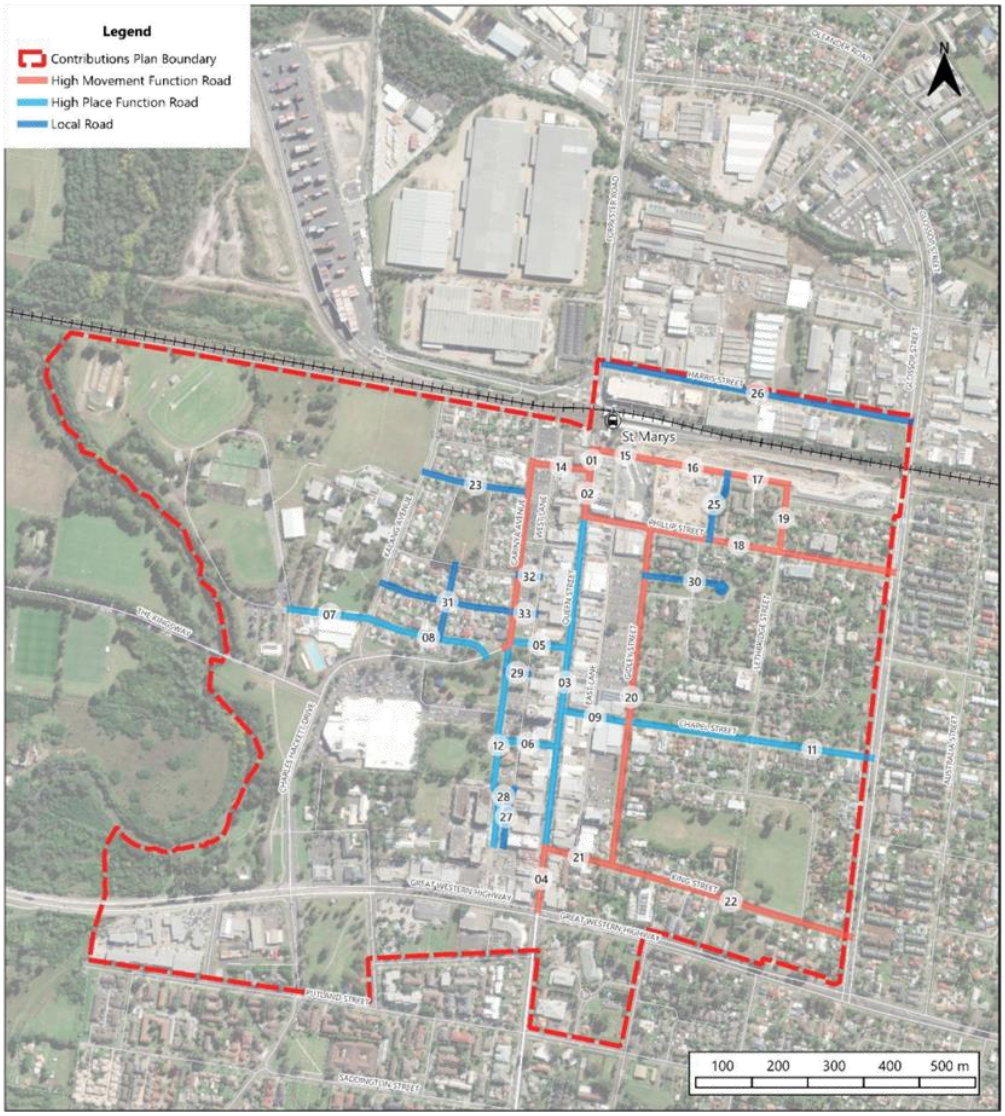
* Valuation calculated on Gross Floor Area

Table 11 – Community Infrastructure

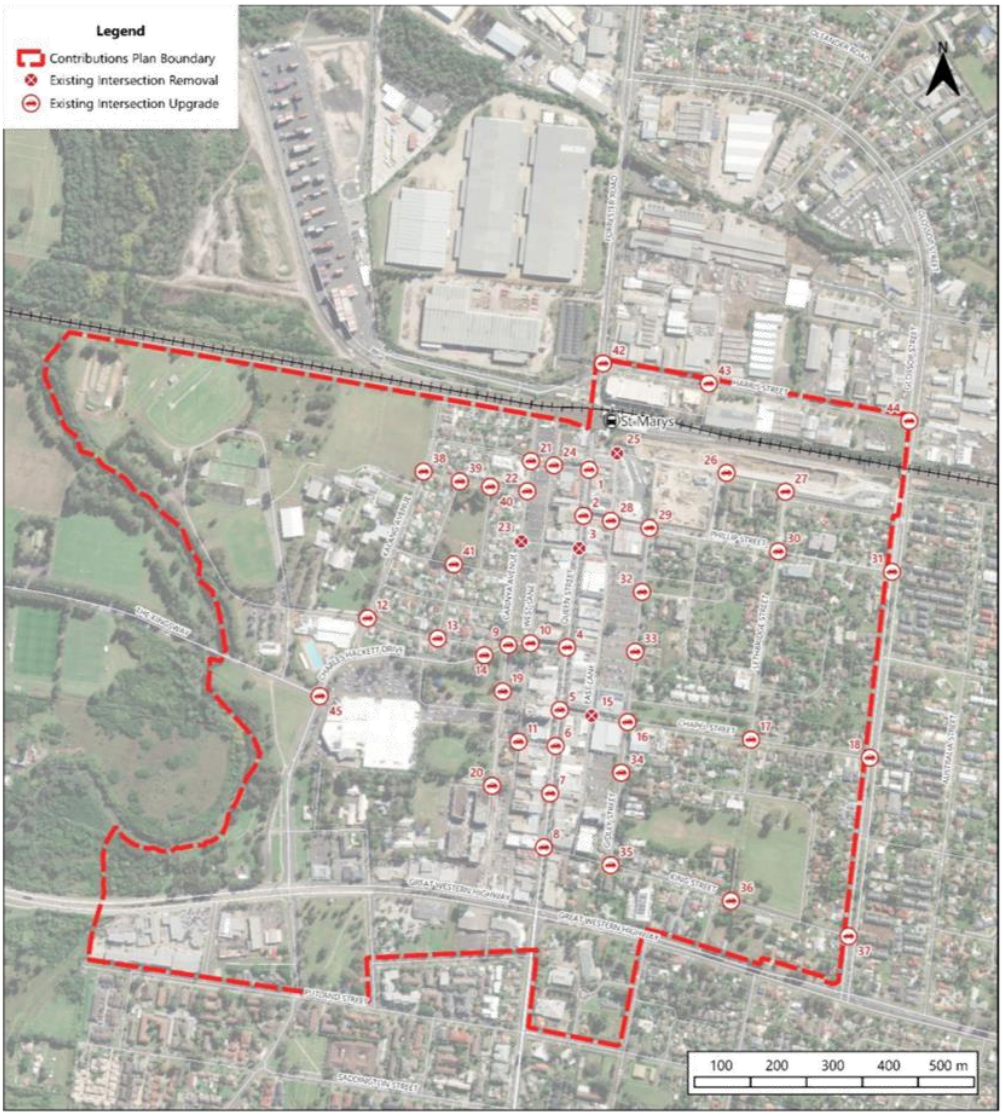
Project Number	Project Name/ Description of Works	Estimated Costs	Staging/Timing
1	**Library & Community Hub** – multi-purpose facility (approx. 4,200m²), featuring a new library, flexible meeting and function rooms, creative spaces, community service organisation offices, and café.	$27,500,000	Medium
	TOTAL	**$27,500,000**	

APPENDIX B: INFRASTRUCTURE LOCATION MAPS

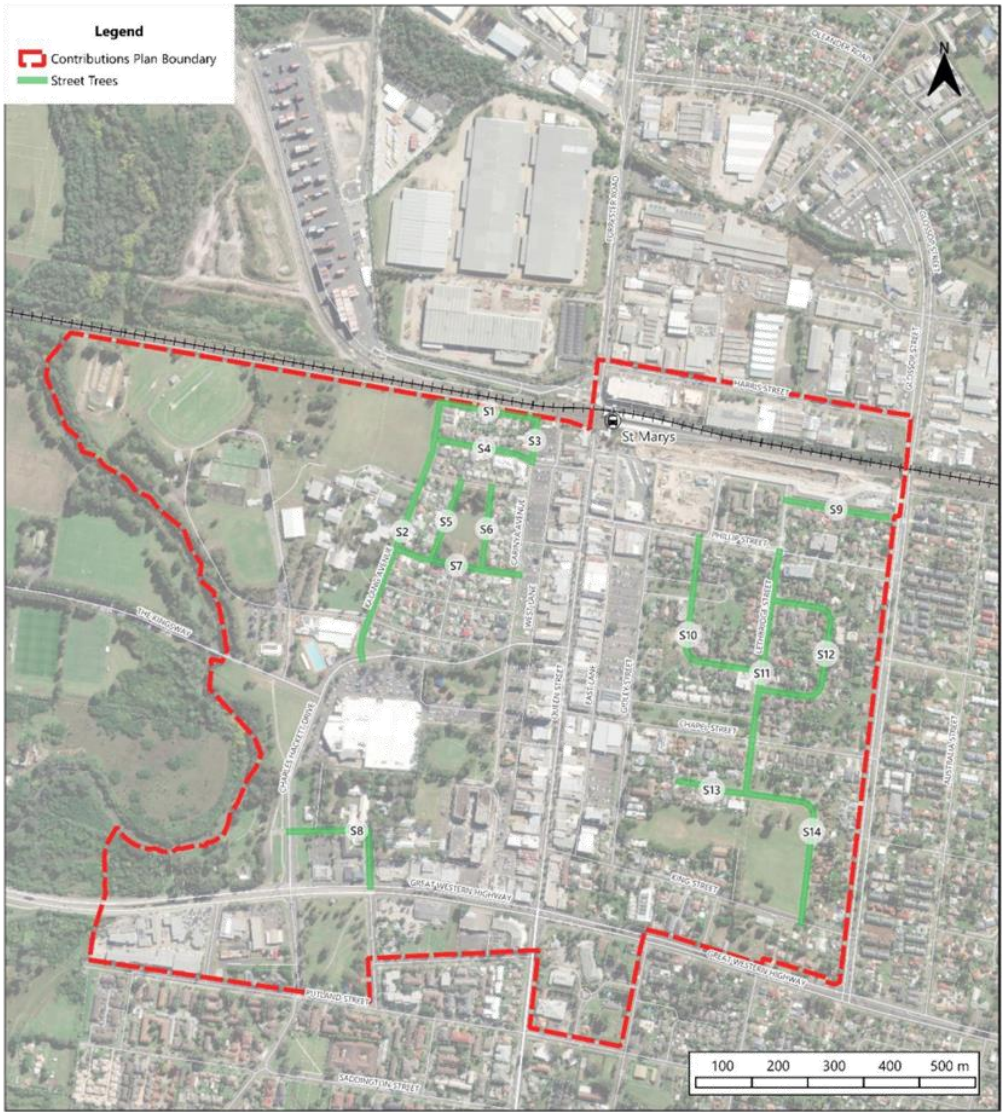
TRAFFIC & ACTIVE TRANSPORT WORKS



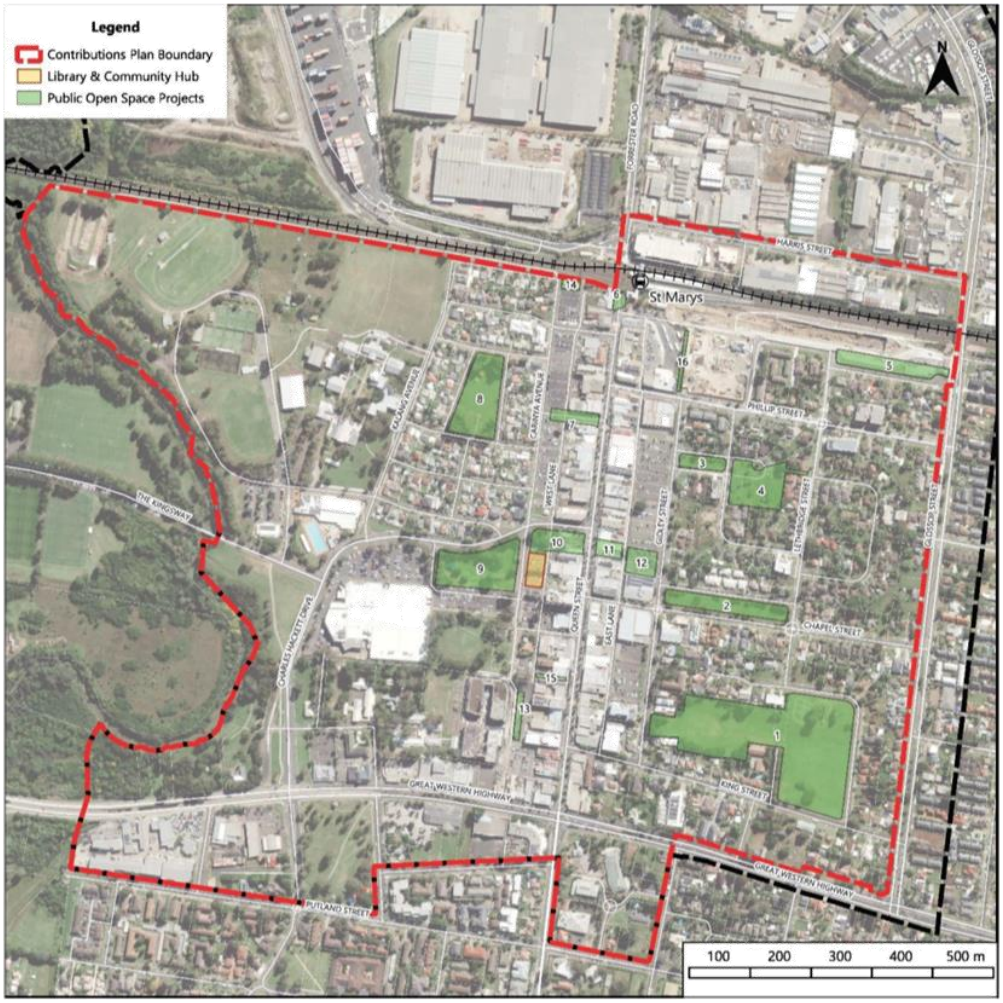
INTERSECTION TREATMENT WORKS



STREETSCAPE IMPROVEMENT WORKS



LOCAL OPEN SPACE & COMMUNITY INFRASTRUCTURE



WATER MANAGEMENT INFRASTRUCTURE

LAND ACQUISITION

APPENDIX C: ST MARYS TOWN CENTRE SECTION 7.12 CONTRIBUTIONS PLAN BACKGROUND REPORT

Department of Planning, Housing and Infrastructure

Our ref: IRF25/1223

Mr Andrew Moore
Chief Executive Officer
Penrith City Council
PO Box 60
Penrith NSW 2751

council@penrith.city

20 February 2026

Dear Mr Moore

I am writing to inform you that the *Environmental Planning and Assessment Amendment (Development Levies) Regulation 2026* was recently made. This amends section 209(1) of the *Environmental Planning and Assessment Regulation 2021* (EP&A Regulation) to permit Penrith City Council to levy development for relevant purposes more than $200,000 up to four percent in the St Marys Town Centre.

You will note the amendment varies from your request to permit a levy of 4.24 percent for all development with costs more than $200,000. This is for the following reasons:

- Council's proposal to increase the levy to 4.24 percent attempts to recover foregone contributions from future exempt social and affordable housing. This is neither consistent with the policy position for local infrastructure contributions nor is it considered a valid assumption when determining contribution rates under the simplified mechanism of section 7.12.
- Council's proposal to charge all development would result in some types of development, with a lower demand for infrastructure, being charged a higher rate. Schools are one such example, as are car parks, and this approach is considered unreasonable. The regulation amendment therefore limits the higher rate to specified land uses under set group terms.

I appreciate the significance of St Marys Town Centre to both the local area and the State and am pleased to support the delivery of the infrastructure needed for new homes. I commend Council's efforts in working with the Department to prepare your section 7.12 contributions plan and the rezoning of St Marys Town Centre generally.

Should you have any questions Katrine O'Flaherty, Director, Local Infrastructure at the Department can be contacted on 0436 679 085 or at katrine.oflaherty@planning.nsw.gov.au.

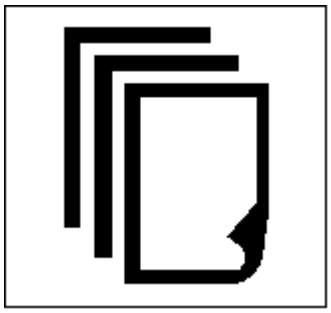
Department of Planning, Housing and Infrastructure

Yours sincerely,

Monica Gibson

Deputy Secretary
Planning, Land Use Strategy, Housing and Infrastructure

ATTACHMENTS



Date of Meeting:	Monday 23 March 2026
Report Title:	Submission on the EIE - Climate Change and Natural Hazards State Environmental Planning Policy
Attachments:	Attachment 1 - Draft Submission to DPHI - EIE Climate Change and Natural Hazards SEPP - March 2026

Explanation of Intended Effect – proposed Climate Change and Natural Hazards State Environmental Planning Policy and supporting guidelines

March 2026

Executive Summary

The intent of the proposed *State Environmental Planning Policy - Climate Change and Natural Hazards* (CC&NH SEPP), supporting Draft Climate Change Scenario Guidelines and Draft Urban Heat Policy Statement to provide a clearer, consolidated and risk-based framework for planning decisions relating to climate change and natural hazards is acknowledged and supported in principle.

For Penrith, a City experiencing significant planned growth and facing unique hazard contexts particularly flood evacuation in the Hawkesbury-Nepean Valley, it is critical that new policy settings:

1. **Preserve and strengthen Penrith's existing place-based risk controls:** The CC&NH SEPP must operate as a minimum baseline, not override or dilute stronger Penrith LEP/DCP provisions particularly in flooding, urban heat, WSUD and evacuation-constrained areas.
2. **Provide clear, contemporary and climate-adjusted modelling expectations:** Guidance is needed on how minimum climate scenarios will affect hazard mapping and assessments, and how councils should proceed where modelling is outdated or lacks climate-change inputs.
3. **Establish clear implementation pathways and transition settings:** A staged transition is essential so councils can move from legacy studies to climate-adjusted datasets without gaps, uncertainty or undue assessment burden.
4. **Provide certainty and clarity on flood-planning levels:** The NSW Government must clearly specify the flood-planning levels and climate-adjusted scenarios that will apply going forward. Given Penrith's complex and evacuation-constrained flood context, authoritative guidance is essential to avoid inconsistent or interim decision-making and to ensure any changes are

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accompanied by transparent consideration of economic, social and community impacts.

5. **Retain local flexibility to apply stronger controls where justified by risk:** Penrith must be able to impose higher-end scenarios and stronger heat, flood and WSUD controls where local evidence warrants it.

6. **Ensure hazard-specific guidance reflects Penrith's risk profile:** Flood, heat, bushfire and cultural-burning guidance must account for Penrith's evacuation-constrained setting, climate zone and place-based risk frameworks.

7. **Provide clarity on contamination, remediation and suitability-of-site provisions:** Clear advice is needed on how current Resilience & Hazards SEPP provisions will transfer to the CC&NH SEPP to prevent operational gaps.

8. **Integrate Water Sensitive Urban Design as a core resilience measure:** WSUD should be reinforced as a mandatory resilience tool, supporting cooling, water-quality, landscape viability and hazard mitigation.

While Penrith supports the intent for a clearer and more consistent approach, the EIE lacks detail on how several reforms will operate in practice, especially where they intersect with Penrith's established local provisions.

The proposed SEPP does appear to elevate Water Sensitive Urban Design (WSUD) from a voluntary expectation to a more formalised requirement which aligns strongly with Council's existing WSUD Policy and is supported. However, the repeal of the Resilience and Hazards SEPP 2021 creates uncertainty. Clarification is required on how contamination, remediation and suitability-of-site provisions currently relied upon by assessing officers will be transferred or retained in the new CC&NH SEPP. Council officers seek clear detail on where these provisions will sit in the CC&NH SEPP and requests exposure of draft text to avoid gaps during transition.

Given Penrith's local context and existing controls, Council officers strongly support explicit minimum-standard drafting, ensuring the CC&NH SEPP and associated Ministerial Direction does not override, weaken or limit Penrith's stronger provisions within Penrith

Local Environmental Plan 2010 (LEP 2010) and Penrith Development Control Plan 2014 (DCP 2014).

1. Climate change

Penrith supports the move towards a risk-based planning approach and the intent to embed prescribed climate change scenarios across strategic planning processes. However, the practical implications require further clarity. For example:

- whether minimum climate scenarios would change flood planning levels or hazard designations
- how multiple guidelines, policies and instruments will interact during assessment
- the extent to which the CC&NH SEPP will embed operational detail versus relying on external guidelines
- how councils are expected to critique complex modelling prepared by applicants without in-house expertise

Council officers request that operational requirements be embedded directly in the SEPP text wherever possible in lieu of layering of multiple guidelines to avoid risk of overcomplicating assessment pathways. This will reduce complexity, avoid duplication, and support timely determinations in accordance with the NSW Governments expectations as reflected in the Council League Table. Given potential impacts on mapping, modelling and established local frameworks, Council requests that the Department exhibit the draft SEPP wording for review prior to finalisation.

Alignment with the State Disaster Mitigation Plan (SDMP), and Disaster Adaptation Plans (DAPs) and a dedicated climate risk clause is supported in principle, noting that full endorsement will depend on the release and review of the DAPs and their implications for local planning frameworks. Until this detail is available, any alignment must remain qualified. Importantly, a "merit based" approach to tolerable risk must not override robust risk assessment. Climate risks across all hazards must be integrated at the earliest stages of planning, including precinct planning, structure planning and master planning (with proportionate templates and evidentiary standards), rather than placing the primary burden on consent authorities post-lodgement. Guidance should clearly link scenario use with integrated water management, WSUD measures and climate

responsive landscape design (including irrigation, reuse opportunities and long-term viability of green infrastructure).

1.1 Climate Change scenarios

The use of SSP2-4.5 and SSP3-7.0 as minimum baseline scenarios for consideration across different planning horizons are supported in principle. However, further clarity is sought on:

- Whether councils may apply higher scenarios than the minimum where local evidence justifies it. *For example,* Penrith is projected to experience disproportionately high increases in extreme-heat days by 2050 and 2090, as indicated in the EIE, and officers may consider applying SSP3-7.0 for urban-heat assessments, while applying the minimum required scenario to other hazards such as bushfire or flooding for the same development type.
- The implications of applying SSP2-4.5 and SSP3-7.0 to different hazards. The EIE does not clearly explain how these scenarios influence predicted hazard outcomes such as changes to flood behaviour and evacuation feasibility, increases in extreme-heat days, or shifts in bushfire risk or why these scenarios have been selected. Without this context, councils may face challenges in applying the Scenario Guidelines consistently and defensibly. Clear explanation of the rationale for scenario selection and its hazard-specific implications is therefore needed.
- Whether the minimum climate-scenario requirements apply uniformly across all hazards, or whether hazard-specific scenario selection is acceptable where justified (e.g., higher-end scenario for heat, medium scenario for flooding).
- What information councils should rely on where existing hazard mapping or modelling is outdated or does not include climate-change inputs. Officers seek clear guidance on whether councils will be expected to undertake additional hazard assessments or vulnerability mapping, as a merit-based approach alone may not ensure consistent or defensible outcomes.
- Why single dwelling and dwelling alterations and additions have not been included in the local development scenarios. Given the cumulative exposure to

heat and other hazards, the rationale for excluding single dwellings/alterations and additions should be reconsidered or clearly explained.

Given Penrith's extreme heat projections and evacuation constrained flood context, the SEPP should explicitly enable councils to apply higher end scenarios (including SSP5 8.5) for critical decisions such as evacuation constrained development, critical infrastructure and high exposure land uses. Climate-responsive landscape design, including species selection, canopy provision and irrigation demand, should also be guided by the selected climate scenarios to ensure vegetation survives expected increases in temperature, heat stress and drought conditions. Further, Council strongly requests early release of the forthcoming DCCEEW climate-hazard guidance to support effective implementation.

Response to feedback sought:

Q1. Do you support introducing an overarching climate risk clause in the CC&NH SEPP?
Yes, in principle, provided it supports consistent, risk-based assessment and embeds clear minimum requirements rather than relying on a broad "merit-based" approach.

Q2. What guidance or supporting materials are needed to implement the CC&NH SEPP?

- Clear transition guidance for existing LEP/DCP provisions.
- Simple, hazard-specific scenario guidance, including when councils may apply higher-end scenarios.
- Direction for outdated/absent hazard mapping and modelling expectations.
- Clarity on how the SEPP interacts with other plans/guidelines, to avoid duplication.
- Early release of DCCEEW hazard guidance.

Q3. Should projects under Division 5.1 (Part 5) also consider climate risk, and how should the Scenario Guidelines be used in REFs?
Yes. Scenario Guidelines should be applied consistently in REFs to inform risk identification, mitigation and long-term design performance.

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Further recommendations

1. The Department should set clear, proportionate evidentiary requirements, templates and expert standards to ensure the *Climate Change Scenario Guidelines* do not create an undue burden on councils in DA assessments or Court appeals.
2. The Department exhibit the draft SEPP wording and any Ministerial Direction text prior to finalisation so councils can meaningfully review legal interactions with existing LEP/DCP provisions.
3. **Implementation safeguards:** To ensure assessments are defensible yet manageable, Council requests:
   (i) a standardised guideline for scenario selection and documentation,
   (ii) model review expectations calibrated to development scale, and
   (iii) ability for councils to apply higher-end scenarios where local risk justifies it, supported by clear guidance to reduce disputation in appeals.

2. Urban heat

Penrith strongly supports the intent of the draft CC&NH SEPP and draft Urban Heat Policy Statement to embed heat mitigation across the NSW planning system, recognising urban heat as a statewide planning issue. Establishing a unified framework for urban heat is strategically important for Western Sydney as a whole, where extreme temperatures disproportionately impact local communities and infrastructure.

We welcome:

- the explicit recognition of urban heat as a statewide risk
- the move toward more consistent statutory expectations in planning decisions.
- the emphasis on green infrastructure and water-based cooling, which directly aligns with Penrith's LEP 2010, DCP 2014 and WSUD Policy.

However, the EIE whilst stating that the provisions will support rather than override local controls, does not explain how this will work in drafting of the SEPP and Ministerial Direction.

2.1 Alignment with existing local provisions

While the intent Is supported, there are concerns regarding the alignment of the Draft Urban Heat Policy Statement with the full extent of zones currently covered by Clause 7.30 (Urban Heat) of Penrith LEP 2010 and supporting chapter in DCP 2014.

Penrith has some of the most advanced and prescriptive urban heat controls in NSW through:

- LEP 2010 Clause 7.30 – Urban Heat
- DCP 2014 Chapter C14 – Urban Heat Management

These include statutory canopy requirements, soil volume, green infrastructure and cool materials controls. However:

- the Draft Policy appears narrower than the zones covered by Clause 7.30, creating potential gaps or inconsistencies in how heat-mitigation requirements would apply locally.

- high level State controls risk diluting Penrith's stronger, evidence-based provisions tailored to Penrith's extreme-heat context.

We therefore support statewide, outcomes-based provisions only where they explicitly recognise and **do not** override local controls that go above and beyond the State baseline, and where they are calibrated to the appropriate climate zone and place-based heat mapping/risk/vulnerability assessments.

Further, clarity is sought on whether Clause 7.30 of LEP 2010 will be retained, required to be amended or overridden by the proposed SEPP. This is critical given that clause 7.30 plays a central role in the assessment of Development Applications (DA's) and interacts directly with controls within DCP 2014.

Response to feedback sought:
Q4. Do you support the proposal to introduce the Urban Heat Policy to encourage greater consideration of urban heat in land use planning decisions?
Yes, in principle provided it does not dilute or override Penrith's existing, stronger local controls.

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Q5. What guidance or supporting materials will be needed to ensure urban heat considerations are appropriate for different contexts and climate zones?

- Clear guidance on how State controls interact with existing LEP/DCP provisions.
- Climate-zone specific requirements and examples.
- Standardised State-led heat mapping and methodology if mapping triggers are pursued.
- Guidance linking heat outcomes with WSUD, canopy, species selection and irrigation demand.

Q6. Do you support the proposal to develop urban heat provisions in the CC&NH SEPP? Where should such provisions apply and to what type of development?

Yes. Urban heat provisions should apply to all development types, including single dwellings and dwelling alterations and additions to address cumulative impacts.

Q7. Are there any other opportunities to build resilience to urban heat in the planning system?

- Retain and protect Clause 7.30 of Penrith LEP 2010 and allow councils to keep stronger local controls.
- Provide a clear transition pathway to minimise assessment uncertainty.
- Publish draft SEPP and Ministerial Direction text to afford Councils an opportunity to align existing LEP/DCP provisions.
- If triggers are used, adopt zone-based triggers consistent with Penrith's current approach.
- Statewide provisions should apply to Complying Development pathways to minimise current gaps between local and state policies.
- Ensure heat-risk/vulnerability tools are State-developed, consistently updated and reflect Penrith's climate zone.
- Provide industry guidance on cool materials and allow performance-based pathways where products are limited.

Further recommendations

4. It is requested that the draft Urban Heat SEPP and Ministerial Direction clauses are exhibited.
5. Council officers seek confirmation that Clause 7.30 of Penrith LEP 2010 will be retained and that any new SEPP provisions will **not** override or weaken existing local

controls.

6. A clear transition pathway is requested to avoid uncertainty for applicants, consent authorities and local planning panels.
7. A structured and early engagement process, including access to draft SEPP wording is requested for Council's that have existing LEP and DCP provisions to ensure alignment prior to finalisation.
8. It is also requested that the policy objectives more explicitly address the risk of heatwaves including differential impacts on vulnerable communities and that stronger language be used to ensure heat mitigation outcomes are required rather than merely encouraged.

2.2 Triggers for application

Council does not support introducing complex or burdensome triggers based solely on mapping or technical heat risk assessments at DA stage. Should the Department pursue mapping-based triggers, State led mapping and a standardised methodology will be essential to avoid inconsistent interpretation and to ensure the approach is feasible for councils. However, Penrith's preference remains for a zone-based trigger, consistent with the existing requirements within Clause 7.30(2) of LEP 2010 and supporting provisions within Chapter C14 of DCP 2014. These provisions were purpose-designed for high-heat Western Sydney conditions and represent a tested, locally appropriate model. If mapping-based triggers are pursued, they should incorporate water-sensitive landscape opportunities and constraints (e.g., infiltration suitability, connection to recycled water networks, potential for passive irrigation) to guide appropriate water-based cooling outcomes.

Further recommendations

9. The SEPP and Ministerial Direction include zone-based triggers that apply to all land use zones currently captured under Clause 7.30 of LEP 2010 to ensure alignment.

2.3 Heat risk assessments and heat vulnerability mapping

The EIE notes a possible role for heat-risk assessments or heat-vulnerability mapping. If these GIS tools are implemented, it is crucial that the Department provide:

- clear, consistent thresholds for when assessments are needed
- a standardised State-led methodology
- State-generated mapping to avoid inconsistency and resourcing strain
- clarity on how these tools interact with existing LEP and DCP provisions
- expert roles and evidentiary standards proportionate to development scale so councils are not required to commission specialist critique for routine DAs.

Detailed implementation guidance will be essential to help planning authorities consistently integrate WSUD, green infrastructure, canopy targets and future-climate species selection into both strategic planning and DA assessment under the Urban Heat Policy and Ministerial Direction. Without this, heat-risk assessments risk becoming costly, inconsistent, or overly burdensome at DA stage.

Further recommendations

10. Supporting guidance on the purpose of heat vulnerability mapping and the party responsible for updating this data is provided to Council.
11. Ensure that heat-risk and vulnerability tools explicitly consider Penrith's climate zone and local place-based assessments, and that outcomes are used to strengthen not dilute existing local controls.

2.4 Practical considerations for key controls

Green infrastructure

Penrith has existing urban heat mitigation measures through planning controls, including Clause 7.30 (Urban Heat) of the LEP 2010 and Chapter C14 (Urban Heat Management) of DCP 2014. These provisions prioritise tree canopy, deep soil zones and integrated cooling outcomes at the site and precinct scale.

In practice, Council is increasingly observing tokenistic green roofs and green walls in development proposals. These responses are often driven by compliance objectives rather than genuine cooling outcomes, reflecting the high capital costs, structural requirements and ongoing maintenance burden associated with these systems. Future controls relating to greening on structures should therefore place greater emphasis on:

- feasibility and structural suitability
- long-term maintenance and operational responsibility
- demonstrable environmental performance and cooling outcomes
- context-appropriate application within the urban environment

Where green infrastructure is proposed, lifecycle cost assessment and maintenance planning should be required, particularly where assets may be dedicated to Council, to ensure cooling benefits are sustained over time. Measures should prioritise meaningful urban cooling outcomes and avoid encouraging decorative or symbolic responses that do not provide measurable heat mitigation benefits.

Cool materials and SRI requirements

Industry feedback indicates there are currently constraints in the availability of high Solar Reflectance Index (SRI) building materials within the Australian market, particularly for certain roof tile products commonly used in residential development. In addition, cost implications, structural considerations and aesthetic controls may limit the practical application of some materials. Urban heat controls should therefore:

- remain realistic and achievable across a range of development types
- allow for performance-based or equivalent solutions where prescriptive materials are not available
- support innovation and evolving product availability without mandating materials that are currently difficult to source
- prioritise integrated, landscape-based WSUD approaches such as bioretention, rain gardens, vegetated swales and water reuse in landscaping over mechanical systems. These provide stronger urban-heat mitigation, water-quality improvement and biodiversity benefits.

A flexible, performance-based approach would assist in achieving improved thermal outcomes while recognising the practical constraints faced by the development industry.

Further recommendations

12. It is requested that the Department provides specific guidance for industry on

heat-absorbent/cool materials and performance metrics (e.g., SRI, solar reflectance, thermal emittance) to support clear translation and implementation.

13. Provide a performance-based pathway for cool-material compliance (e.g., building-level thermal performance outcomes) and recognise product constraints (e.g., roof tiles), allowing documented alternatives that achieve equivalent heat-mitigation outcomes.

3. Bush fire

The EIE identifies an intention to consolidate bush fire provisions into the new SEPP. Further clarity is required regarding the benefits of this consolidation, given existing robust frameworks. In particular, the implications of applying climate-adjusted scenarios for hazard mapping and design requirements should be clearly explained.

Council could potentially support the elevation of bush fire mapping into State policy, noting that a consistent, statewide approach may improve clarity and ensure contemporary datasets are used. However, any such elevation must be accompanied by a robust, transparent framework for regularly updating mapping, data inputs and hazard settings, especially in greenfield development areas where landform, vegetation condition, access arrangements and development patterns can change rapidly over time.

Without such a framework, there is a risk that outdated or static mapping could undermine effective risk management and lead either to over or under-estimation of bush-fire risk at critical stages of planning and assessment.

3.1 Cultural burning

Cultural burning requires a deeper and more accurate contextualisation within the SEPP. The draft EIE currently lists only a limited set of objectives and agencies, and does not reflect the broader legislative and cultural landscape that governs cultural fire practices. Consideration should be given to the Biodiversity and Conservation SEPP 2021, which includes pathways relevant to crop and stubble burning and maintains a relationship with the Vegetation Panel. Likewise, the Local Land Services Act should be evaluated for amendment in parallel with the Rural Fires Act to ensure all relevant frameworks are aligned.

More broadly, it must be acknowledged that cultural burning cannot simply be "fitted into" a Western science-based hazard-reduction framework. Hazard Reduction Burning (HRB) is designed around protecting assets, life and property, with performance measured through fine-fuel loads and burn extents. Cultural burning, by contrast, incorporates broader objectives, indicators and relationships with Country, including cultural renewal, biodiversity, seasonal knowledge, and intergenerational connection. Its fire frequency, timing and desired outcomes differ substantially from HRB. SEPP provisions should therefore enable pluralistic fire-management frameworks that recognise and support cultural fire types rather than subsuming them under hazard-reduction mechanisms. Overall, minor amendments to existing hazard-reduction legislation will not be sufficient to meaningfully support cultural burning. The SEPP should explicitly promote legislative and policy settings that enable cultural fire practices on their own terms, guided by Aboriginal knowledge holders, rather than treating them as a subset of hazard-reduction burns.

Response to feedback sought:

Q1: What matters will need to be included in the new clause regarding bush fire risk assessment?

The clause should include:

- Clear alignment with Planning for Bushfire Protection (PBP) 2019 and existing statutory frameworks.
- Explicit requirements for climate-adjusted scenarios and updated mapping standards.
- Consideration of evacuation feasibility
- Clear expectations for site-specific assessment including APZ requirements
- Recognition of a cultural fire

Q2: Do you support the proposed application of streamlined bush fire risk assessments for urban release areas? What mechanisms would you recommend to ensure that adequate bush fire evacuation and mitigation infrastructure is delivered in these areas?

Supported in principle, provided risk outcomes are not reduced and assessments remain aligned with PBP 2019.

To ensure safe delivery in urban release areas, the clause should require:

- Upfront strategic bush fire assessment at the precinct and master planning

stage.
- Sequenced delivery of major roads and evacuation infrastructure ahead of ultimate occupation.
- Current, climate-adjusted mapping to avoid reliance on outdated data.
- Clear statutory triggers to revisit assessments as landscapes evolve.
- Flexibility for councils to apply stronger local controls where topography or access constraints justify it.

Further recommendations

14. A robust, transparent State-led framework is required for the regular updating of bush-fire hazard mapping and datasets.
15. The elevation of bush-fire mapping into State policy must include clear, timely processes for responding to changing site conditions, particularly in greenfield development areas where landform, vegetation and access arrangements evolve rapidly.

4. Flooding

Council acknowledges and supports the intent of the proposed CC&NH SEPP to consolidate natural hazard provisions and strengthen climate-risk considerations in land-use planning. However, the flooding components of the EIE raise several practical implementation challenges, particularly for councils such as Penrith where flood risk is complex, multi-hazard, and influenced by the evacuation constraints in the Hawkesbury-Nepean Valley.

4.1 Limitations in current flood modelling and mapping

Giving effect to council prepared flood prone land maps through the SEPP has merit and will help keep instruments contemporary as local studies are updated. However:

- Most of Penrith's existing Floodplain Risk Management (FRM) studies aside from the small number of current studies still in progress do not incorporate climate-change scenarios. They rely on rainfall and hydrologic parameters available at the time of preparation, primarily from ARR 1987 or ARR 2016, with modelling typically based on pre-1990s IFD data.

- While a few studies included climate-change sensitivity testing, these results have not been adopted into Council's flood planning controls or assessment practice.
- The proposed SEPP, which mandates the consideration of future climate scenarios in decision-making, therefore creates a significant transition gap. Council does not currently have climate-adjusted flood planning levels, hazard categorisation or evacuation modelling for most catchments, and updating all relevant studies will require multiple years, significant resourcing, and state-led guidance.
- The level of climate-change modelling expected under the draft SEPP and Clause 5.21 goes beyond what can reasonably be addressed on a site-by-site DA basis. This includes implications for evacuation suitability, which fundamentally requires State-level resolution of local evacuation capacity and delivery of critical flood evacuation infrastructure.
- The EIE foreshadows standardised flood terminology and potential consequential amendments to other SEPPs (including the Codes SEPP). Council supports clarity but requests exposure of draft text to ensure there is no unintended weakening of local risk controls.

Accordingly, the following is requested:

Further recommendations

16. The State progress a metropolitan-scale flood-planning framework and commit to infrastructure delivery consistent with Council's adopted Advocacy Priorities.
17. A clear, staged implementation pathway to transition from baseline datasets to climate-adjusted modelling.
18. Technical guidance from the Department and DCCEEW on applying the Climate Change Scenario Guidelines to flooding.
19. Funding assistance is provided to Councils to update FRM studies and mapping across the LGA.
20. Confirmation that councils may adopt more detailed or contemporary scenarios where evidence supports this.
21. Flood-management planning is integrated with WSUD design principles to ensure that hazard management, water quality treatment, passive irrigation and landscape cooling are aligned rather than treated as competing objectives.

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22. The NSW Government release the forthcoming climate-change guidance for hazard planning as soon as possible.
23. Until climate-adjusted modelling and mapping are adopted, the SEPP should provide clear default assessment settings for consent authorities, including how to apply conservative scenario assumptions and documentation requirements for applicant-provided modelling.

4.2 Shelter in Place

Council notes that the EIE references the Department's Shelter-in-Place (S-I-P) Policy and related guidance for scenarios involving short-warning-time flash flooding. While the policy may have a role in narrowly defined situations, S-I-P is not a preferred as a primary risk-management strategy in the Penrith context due to the well-documented evacuation limitations in the Hawkesbury-Nepean Valley. The viability of implementing S-I-P approach to development within the Hawkesbury-Nepean Catchment is questioned due to the sensitive flooding characteristics within the catchment and associated flood risk profile. If S-I-P is referenced within any standardised flood clause, it must be narrowly defined, evidence-based, and not promoted in locations where evacuation constraints are a known factor.

4.3 Interaction with complying development on flood-affected land (Codes SEPP)

As the EIE notes that the CC&NH SEPP may trigger consequential amendments to other SEPPs, including *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* (Codes SEPP), there is an opportunity to address existing wording issues that affect the consistency and robustness of flood-related assessment relating to complying development on flood control lots, including clause 3.5. Two key issues that would benefit from clarification in any forthcoming amendments to support consistent and defensible implementation across NSW:

- Undefined competency standard:
  The term *"professional engineer who specialises in hydraulic engineering"* is not defined within the Codes SEPP and does not align with recognised terminology used by the engineering profession. Clearer competency criteria such as reference to specific accreditation pathways or demonstrable expertise would

improve certainty for applicants, councils and certifiers.

- Certification requirements lacking evidentiary clarity:
  The clause enables certification that land is not within certain flood-risk categories (e.g. flood storage, floodways, high hazard areas) without specifying the level or type of supporting evidence required. Establishing a requirement for documented justification, such as the data, mapping, methodology and assumptions relied upon would strengthen transparency and ensure that decisions relating to complying development are based on robust and consistent information.

Clarifying these elements as part of any consequential amendments would support a coherent framework across SEPPs, reduce ambiguity for applicants and certifiers, and help ensure that complying development is only carried out where flood risks are appropriately understood and managed.

Response to feedback sought:

Q1. Do you support the proposal to move SI LEP clauses 5.21 and 5.22 into the CC&NH SEPP?

Supported in principle, with conditions. Migration has merit but the following is required:

- Exposure of the draft clause wording prior to finalisation (the EIE foreshadows amendments without detail).
- No reduction in councils' ability to interpret and apply provisions to local contexts (particularly evacuation-constrained areas).
- Clause 5.21 must explicitly set out how climate change is to be considered (scenarios, horizons, hazard metrics) and which development types it applies to.
- Clear linkage to evacuation considerations where relevant.

Q2. Would council like to 'opt in' to clause 5.22?

No. Council will not opt in at this stage. There is continuing uncertainty regarding the suitability and application of clause 5.22 in the Hawkesbury-Nepean catchment without a State-led regional position. This stance aligns with previous Penrith submissions on Flood Prone Land packages and legislative amendments.

Q3. Would you support updating the terminology around flood control lots including changing the term to align with the existing flood planning area terminology and moving the flood control clauses into a standardised clause in the CC&NH SEPP?

Support in principle, subject to detail. Aligning terminology with contemporary practice is appropriate however:

- Without the specific drafting, the impacts are uncertain.
- Any standardisation must not dilute Penrith's stronger local provisions, nor constrain appropriate local interpretation.
- • If S-I-P is referenced, it must be strictly limited, require clear evidence of suitability, and must not be relied upon in evacuation-constrained contexts.

Q4. Are there any additional considerations needed in the flood clauses (5.21 and 5.22)?

Yes. The clauses should:

- Specify how climate change is to be considered (scenario selection, time horizons, hazard metrics) and for which development types.
- State that applicants must address minimum scenario requirements upfront in applications, with templates/checklists to streamline assessment.
- Enable councils to apply higher-end scenarios where local evidence justifies (e.g., evacuation-constrained development and critical infrastructure).
- Include staged transition provisions for legacy mapping/modelling and interim assessment settings.
- Clarify interactions with evacuation policy and avoid defaulting to S-I-P in inappropriate contexts.
- Promote integration with WSUD and integrated water management so hazard management and cooling/water-quality outcomes are aligned.

Q5. Do you support the proposal to give effect to council prepared flood prone land maps though the CC&NH SEPP?

Supported in principle. Giving effect to local mapping helps maintain currency as studies are updated. However:

- Current adopted studies in Penrith generally do not include climate-adjusted scenarios; reliance on them must acknowledge limitations until updates are completed.
- The CC&NH SEPP should provide a staged transition, set interim rules for assessments where climate-adjusted mapping is absent, and confirm councils may use more contemporary datasets when available.
- The NSW Government should commit to increasing funding to support councils to update FRM studies and mapping.

5. Rebuilding after natural disasters (optional clause 5.9)

It is understood that the EIE proposes the relocation and updating of the SI LEP optional clause (currently Clause 5.9) relating to rebuilding after natural disasters, with councils required to indicate whether they intend to opt in to the new clause. It is noted that this aspect of the EIE remains very high-level, with no draft clause wording, no detailed criteria, and limited explanation of how 'rebuilding' would be distinguished from new development in a hazard context. Given Penrith's recent experience with post-flood compliance issues particularly following the recent Nepean River flood events, further clarity is sought on:

- the extent to which rebuilt structures will be required to meet current development standards or hazard controls.
- responsibilities and expectations for compliance, enforcement, and rectification where properties were damaged or partially destroyed.
- whether the clause will allow some discretion for rebuilding like-for-like in constrained circumstances.
- the relationship between this clause and evacuation, Shelter-in-Place, and other flood-related controls within the proposed SEPP.

Council officers consider that having a statutory mechanism to guide rebuilding after natural hazards could be beneficial, particularly for ensuring safe and resilient reconstruction. However, without draft clauses, it is not yet possible to confirm whether opting in would be appropriate for Penrith.

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Response to feedback sought:

Q1. Are there specific circumstances where build back better should not be pursued?
Yes. In circumstances where strict application of contemporary standards would make reconstruction unworkable on constrained lots, where partial damage can be safely repaired without triggering full redevelopment requirements, or where required changes would effectively convert "rebuilding" into "new development" which would normally trigger a new DA.

Q2. Would councils like to opt in to adopt clause 5.9?
No. Council will not be opting in at this stage due to the lack of draft clause wording, definitions, and clarity on how the provision would operate in a flood-affected context.

Q3. Are there additional ways the planning framework could address rebuilding post disaster?
Yes. Clearer definitions, decision-making guidance, hazard-specific criteria, and a coordinated compliance and enforcement framework would improve consistency and support safe, timely reconstruction.

Further recommendations

24. Release of the draft clause 5.9 wording for consultation prior to finalisation
25. The option for councils to opt in at a later stage (as indicated in the EIE), once sufficient guidance is available.

6. Conclusion

Council officers generally support the intent of the CC&NH SEPP and the direction of related policy reforms. However, the EIE currently lacks sufficient detail to fully assess its implications at a localised scale. It is critical that the proposed reforms do not undermine Penrith's existing strategic planning work, particularly its sophisticated urban heat controls, integrated WSUD policy framework, and place-based flood risk approach. Given the absence of draft instrument text, it is difficult to understand the legal implications of specific provisions or interactions which are relied upon in development assessment.

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To avoid unintended displacement of LEP/DCP controls by a prevailing SEPP, it is imperative that the draft SEPP and Ministerial Direction be exhibited for detailed review prior to their intended finalisation. The proposed SEPP and supporting draft Climate Change Scenario Guidelines and draft Urban Heat Policy Statement present a valuable opportunity to embed WSUD and integrated water management as core components of climate resilience, provided implementation guidance, lifecycle costing requirements and alignment with local controls. However, to minimise transitional risk, the Department should provide interim settings for legacy mapping and standardise applicant documentation for climate scenarios to support timely and defensible decisions.

It is also reiterated that the increasing reliance on additional Guidelines, in addition to SEPPs and Ministerial Directions, risks adding complexity to the assessment framework. A more streamlined approach, embedding clear, operable standards directly within the SEPP would better support timely, defensible and consistent planning outcomes.

DRAFT

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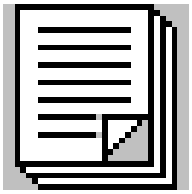
ATTACHMENT



Date of Meeting: 23 March 2026

Delivery Program: Strategic Direction 5

Service: Financial Services

Report Title: 2025-2026 Voted Works

2025-26 VOTED WORKS

as at 23 March 2026

Meeting Approved	Ref	Description of Allocation	Amount $	Expenditure	Manager Responsible
SOUTH WARD					
		Amount Available for 2025-26			
		Funds brought forward from 2024-25	246,140		
		2025-26 Funds	53,000		
		Total Vote for 2025-26	**299,140**		
		Amounts Allocated			
29-Apr-24	2	Nighttime Live Performance Partnerships**	5,000	-	**CACP**
12-Aug-24	13	Acceptance of Grant Funding - Natural Disaster Relief Assistance*	25,000	16,350	**MP**
26-Aug-24	1	Penrith Mayoral Challenge - Monfarville Reserve*	15,000	891	**MP**
26-May-25	UB1	Nepean Business Network Annual Event	1,000	1,000	**CACP**
25-Aug-25	NM3	Vegetation Clearing - Communications Plan	4,000	373	**COM**
25-Aug-25	UB3	Nepean Evening View Club	305	305	**CACP**
25-Aug-25	UB2	The Haven - Fridge Replacement	433	433	**CACP**
25-Aug-25	UB1	Penrith Rotary Club - Annual Duck Race	1,667	1,667	**CACP**
27-Oct-25	UB5	Sales Park, Luddenham Installation of Trial Barriers	1,620	1,620	**CF**
27-Oct-25	UB3	Emu Plains Girl Guides Bush Tucker Community Garden & Pantry Project	200	200	**CACP**
27-Oct-25	UB4	TOTS Blanket Charity	670	670	**CACP**
17-Nov-25	UB1	120th Annual Luddenham Show	2,000	2,000	**CACP**
17-Nov-25	UB2	RAW Penrith	350	350	**CACP**
8-Dec-25	UB1	WFUNA International Model United Nations 2026	100	100	**CACP**
15-Dec-25	UB1	Love Bites Senior and Love Bites Junior Program	2,000	2,000	**CACP**
2-Feb-26	UB4	Donation to the Heart Foundation MG ACTIVE Walk for Tobes	1,000	1,000	**CACP**
23-Feb-26	UB1	Kingswood High School - "Celebrating Our Seniors"	167	-	**CACP**
23-Feb-26	UB2	Nepean Research Foundation	667	-	**CACP**
23-Feb-26	UB3	Emu Plains ANZAC Day Service	459	-	**CF**
			61,636		
		TOTAL VOTE UNCOMMITTED FOR SOUTH WARD	**237,504**		
NORTH WARD					
		Amount Available for 2025-26			
		Funds brought forward from 2024-25	335,647		
		2025-26 Funds	53,000		
		Total Vote for 2025-26	**388,647**		
		Amounts Allocated			
29-Apr-24	2	Nighttime Live Performance Partnerships**	5,000	-	**CACP**
12-Aug-24	13	Acceptance of Grant Funding - Natural Disaster Relief Assistance*	25,000	16,350	**MP**
26-Aug-24	1	Penrith Mayoral Challenge - Monfarville Reserve*	15,000	891	**MP**
28-Apr-25	UB2	Hoa Tek Chiem and Kim Heang Gau - Buzzy Bee's Burger House***	931	931	**CACP**
26-May-25	UB1	Nepean Business Network Annual Event	1,000	1,000	**CACP**
25-Aug-25	NM3	Vegetation Clearing - Communications Plan	4,000	373	**COM**
25-Aug-25	UB3	Nepean Evening View Club	305	305	**CACP**
25-Aug-25	UB2	The Haven - Fridge Replacement	433	433	**CACP**
25-Aug-25	UB1	Penrith Rotary Club - Annual Duck Race	1,667	1,667	**CACP**
27-Oct-25	UB4	TOTS Blanket Charity	670	670	**CACP**
27-Oct-25	UB2	Thornton Community Language Group	1,940	1,940	**CACP**
17-Nov-25	UB1	120th Annual Luddenham Show	2,000	2,000	**CACP**
17-Nov-25	UB2	RAW Penrith	350	350	**CACP**
8-Dec-25	UB1	WFUNA International Model United Nations 2026	100	100	**CACP**
15-Dec-25	UB1	Love Bites Senior and Love Bites Junior Program	2,000	2,000	**CACP**
2-Feb-26	UB4	Donation to the Heart Foundation MG ACTIVE Walk for Tobes	1,000	1,000	**CACP**
2-Feb-26	UB1	Memorial Plaque in Honour of Don Barnes	1,000	-	**CF**
23-Feb-26	UB1	Kingswood High School - "Celebrating Our Seniors"	167	-	**CACP**
23-Feb-26	UB2	Nepean Research Foundation	667	-	**CACP**
23-Feb-26	UB3	Emu Plains ANZAC Day Service	459	-	**CF**
		Total Vote Committed	**63,687**		
		TOTAL VOTE UNCOMMITTED FOR NORTH WARD	**324,960**		
EAST WARD					
		Amount Available for 2025-26			
		Funds brought forward from 2024-25	245,095		
		2025-26 Funds	53,000		
		Total Vote for 2025-26	**298,095**		
		Amounts Allocated			
29-Apr-24	2	Nighttime Live Performance Partnerships**	5,000	-	**CACP**
12-Aug-24	13	Acceptance of Grant Funding - Natural Disaster Relief Assistance*	25,000	16,350	**MP**
26-Aug-24	1	Penrith Mayoral Challenge - Monfarville Reserve*	15,000	891	**MP**
26-May-25	UB1	Nepean Business Network Annual Event	1,000	1,000	**CACP**
30-Jun-25	UB4	Marquee and Trestle Tables - Team Colyton	1,693	1,693	**CACP**
25-Aug-25	NM3	Vegetation Clearing - Communications Plan	4,000	373	**COM**
25-Aug-25	UB3	Nepean Evening View Club	304	304	**CACP**
25-Aug-25	UB2	The Haven - Fridge Replacement	433	433	**CACP**
25-Aug-25	UB1	Penrith Rotary Club - Annual Duck Race	1,666	1,666	**CACP**
27-Oct-25	UB4	TOTS Blanket Charity	670	670	**CACP**
17-Nov-25	UB1	120th Annual Luddenham Show	2,000	2,000	**CACP**
17-Nov-25	UB2	RAW Penrith	350	350	**CACP**
8-Dec-25	UB1	WFUNA International Model United Nations 2026	100	100	**CACP**
15-Dec-25	UB1	Love Bites Senior and Love Bites Junior Program	2,000	2,000	**CACP**
2-Feb-26	UB4	Donation to the Heart Foundation MG ACTIVE Walk for Tobes	1,000	1,000	**CACP**
23-Feb-26	UB1	Kingswood High School - "Celebrating Our Seniors"	167	-	**CACP**
23-Feb-26	UB2	Nepean Research Foundation	667	-	**CACP**
23-Feb-26	UB3	Emu Plains ANZAC Day Service	459	-	**CF**
		Total Vote Committed	**61,508**		
		TOTAL VOTE UNCOMMITTED FOR EAST WARD	**236,587**		
SUMMARY					
		Total Vote for 2025-26	**985,882**		
		Less Total Vote Committed	**186,832**		
		TOTAL VOTE UNCOMMITTED	**799,050**		

* Adopted March 2025 Quarter Revote

** Annual allocation for four years

*** Adopted June 2025 Quarter Revote