BUSINESS PAPER

Penrith Mayor Todd Carney attended the recent 'topping out' of Penrith Stadium with the milestone event signifying the successful completion of the highest point of the structural phase of a project. The redeveloped Penrith Stadium will support the growing population of Penrith and Western Sydney and improve the event experience for venue users which is set to attract visitors from far and wide, creating a superior venue for sports events, live music and entertainment.

Ordinary Meeting

29 June 2026

PENRITH CITY COUNCIL

penrithcity.nsw.gov.au

PENRITH CITY COUNCIL

23 June 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 29 June 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

2. APOLOGIES

3. CONFIRMATION OF MINUTES
Ordinary Meeting - 25 May 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
Heartfelt final service for Penrith Nashos.
King's Birthday Honours 2026.
Local soccer star on the world stage.

6. NOTICES OF MOTION TO RESCIND A RESOLUTION

7. NOTICES OF MOTION AND QUESTIONS ON NOTICE
Battery Storage Facility - Mulgoa Valley.
Local Supplier Criteria.

8. ADOPTION OF REPORTS AND RECOMMENDATION OF COMMITTEES
Policy and Strategy Committee Meeting - 1 June 2026.
Policy and Strategy Committee Meeting - 15 June 2026.

9. DELIVERY PROGRAM REPORTS

10. URGENT BUSINESS

11. CONFIDENTIAL BUSINESS

ORDINARY MEETING

MONDAY 29 JUNE 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. All in attendance should refrain from making defamatory statements. Council takes all care when maintaining privacy, however members of the public gallery and other invited participants should 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

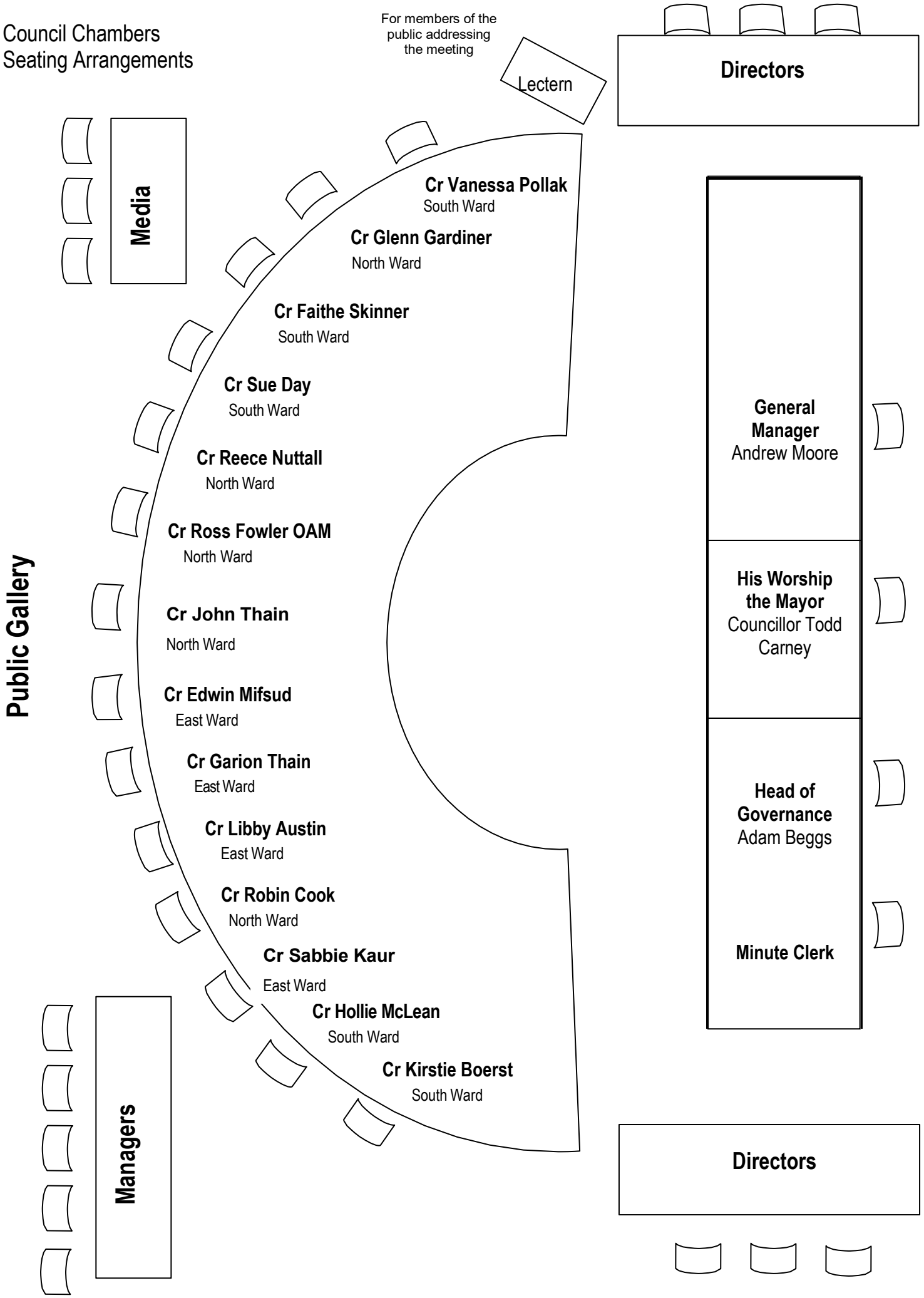
“Sovereign God, tonight as we gather together as a Council we affirm that you are the giver and sustainer of life. We come together as representatives of our community to make decisions that will benefit this city and the people within it.

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 -	4 25 #	29*	27	24@	28^	26✓	30∞#+	14
Policy & Strategy Committee	**7:00pm**		9	9>	13	11	1 15	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).
- If you would like to address Council, please complete and submit the form available on our website

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 25 MAY 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 and Councillors Libby Austin, Kirstie Boerst, Robin Cook, Sue Day, Ross Fowler OAM, Glenn Gardiner, Sabbie Kaur, Hollie McLean, Reece Nuttall, Vanessa Pollak, Faithe Skinner and John Thain.

LEAVE OF ABSENCE

103 RESOLVED on the MOTION of Councillor John Thain seconded Councillor Faithe Skinner that Councillor Sue Day be granted Leave of Absence for the period 15 June 2026 to 19 June 2026.

APOLOGIES

104 RESOLVED on the MOTION of Councillor Ross Fowler OAM seconded Councillor Libby Austin that the apologies from Councillor Garion Thain and Councillor Edwin Mifsud be accepted and a leave of absence be approved.

CONFIRMATION OF MINUTES - Ordinary Meeting - 4 May 2026

105 RESOLVED on the MOTION of Councillor Sabbie Kaur seconded Councillor Hollie McLean that the minutes of the Ordinary Meeting of 4 May 2026 be confirmed.

DECLARATIONS OF INTEREST

There were no Declarations of Interest.

MAYORAL MINUTES

1 The passing of John Fenton

Councillor Ross Fowler OAM spoke in support of this Mayoral Minute.

106 RESOLVED on the MOTION of Councillor Todd Carney seconded Councillor Ross

Fowler OAM that the Mayoral Minute on The passing of John Fenton be received.

2 Ripples squad makes a splash at 2026 Australian Swimming Championships

Councillors John Thain, Hollie McLean and Vanessa Pollak spoke in support of this Mayoral Minute.

107 RESOLVED on the MOTION of Councillor Todd Carney seconded Councillor John Thain that the Mayoral Minute on Ripples squad makes a splash at 2026 Australian Swimming Championships be received.

NOTICES OF MOTION

1 Status Update on the Upgrades to the Intersection of Parker Street and Stafford Street, Penrith

108 RESOLVED on the MOTION of Councillor Hollie McLean seconded Councillor Libby Austin

That:

1. Council notes Transport for NSW (TNSW) has commenced investigations to improve road safety at the intersection of Stafford and Parker Street, Kingswood.

2. Council advocate to the NSW Government to expedite and improve road safety at the intersection of Stafford and Parker Street, Kingswood.

3. Council writes to Karen McKeown, Member for Penrith and John Graham, Minister for Transport to expedite and improve road safety at the intersection of Stafford and Parker Street, Kingswood.

4. This item be referred to the Local Transport Forum for comment.

REPORTS OF COMMITTEES

1 Report and Recommendations of the Heritage Advisory Committee Meeting held on 29 April 2026

109 RESOLVED on the MOTION of Councillor Libby Austin seconded Councillor Robin Cook that the recommendations contained in the Report and Recommendations of the Heritage Advisory Committee meeting held on 29 April, 2026 be adopted.

2 Report and Recommendations of the Access Committee Meeting held on 15 April 2026

110 RESOLVED on the MOTION of Councillor Sabbie Kaur seconded Councillor Faithe Skinner that the recommendations contained in the Report and Recommendations of the Access Committee meeting held on 15 April, 2026 be adopted.

3 Report and Recommendations of the Policy and Strategy Committee Meeting held on 11 May 2026

111 RESOLVED on the MOTION of Councillor John Thain seconded Councillor Robin

Cook that the recommendations contained in the Report and Recommendations of the Policy and Strategy Committee meeting held on 11 May, 2026 be adopted.

DELIVERY PROGRAM REPORTS

Procedural Motion

112 RESOLVED on the MOTION of Councillor John Thain seconded Councillor Libby Austin that *Item 10 - Bruce Turner AM - Achievements and Honoured Citizen Request*, now be brought forward for consideration.

10 Bruce Turner AM - Achievements and Honoured Citizen Request

113 RESOLVED on the MOTION of Councillor Ross Fowler OAM seconded Councillor John Thain

That:

1. The information contained in the report on Bruce Turner AM - Achievements and Honoured Citizen Request be received.
2. Council bestow the civic recognition of Honoured Citizen of the City of Penrith upon Bruce Turner AM at the Local Celebration Awards Dinner to be held in August 2026.

STRATEGIC DIRECTION 2 - SUPPORT OUR WELLBEING

1 Proposal to Establish an Alcohol-Free Zone on Memorial Avenue, Penrith

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

That:

1. The information contained in the report on Proposal to Establish an Alcohol-Free Zone on Memorial Avenue, Penrith be received.
2. Council support the establishment of an Alcohol-Free Zone at Memorial Avenue, Penrith, from 25 May 2026 until 30 June 2029, to align with the expiry date of other Alcohol-Free Zones across the Penrith Local Government Area.

2 Major event sponsorship request - 2026 HART Senior State Titles Netball

115 RESOLVED on the MOTION of Councillor Vanessa Pollak seconded Councillor Faithe Skinner

That:

1. The information contained in the report on Major event sponsorship request - 2026 HART Senior State Titles Netball be received.
2. Council endorses an investment of cash sponsorship of $10,000 (exc. GST).
3. The applicant is informed that sponsorship of the 2026 event does not imply or commit Council to provide the same level of support for future

events.

3 Submission to the Australian Government on the next National Cultural Policy

116 RESOLVED on the MOTION of Councillor Sue Day seconded Councillor Libby Austin

That:

1. The information contained in the report on Submission to the Australian Government on the next National Cultural Policy be received.
2. Council endorse the draft submission on the next National Cultural Policy at Appendix 1 to be submitted to the Australian Government - Office for the Arts by 8 June 2026.
3. Council give permission for the submission to be published on the Australian Government website.

STRATEGIC DIRECTION 3 - SHAPE OUR GROWING CITY

4 Draft Kingswood-Werrington Structure Plan and draft Place Plan for public exhibition

117 RESOLVED on the MOTION of Councillor John Thain seconded Councillor Libby Austin

That:

1. The information contained in the report on Draft Kingswood-Werrington Structure Plan and draft Place Plan for public exhibition be received.
2. Council endorse the draft Kingswood-Werrington Structure Plan and draft Place Plan concurrently for public exhibition for a minimum period of 28 days.
3. A further report be presented to Council following exhibition outlining submissions received and any proposed amendments arising from community feedback.
4. The General Manager be granted delegation to make any minor changes to the draft Kingswood-Werrington Structure Plan and/or draft Place Plan prior to public exhibition, as required, consistent with the strategic intent.

5 Submission to the revised Orchard Hills South Public Exhibition Package

118 RESOLVED on the MOTION of Councillor Hollie McLean seconded Councillor Vanessa Pollak

That:

1. The information contained in the report on Submission to the revised Orchard Hills South Public Exhibition Package be received.
2. The General Manager is granted delegations to make any necessary changes to the submission at Attachment 1, if necessary, before submitting it to the Department of Planning, Housing and Infrastructure in accordance with Council's endorsed policy position.
3. Council endorse the submission at Attachment 1 to this report, and

forward to Paul Scully MP NSW Minister for Planning and Public Spaces.

4. Council endorse the submission at Attachment 1 to this report, and forward to the Department of Planning, Housing and Infrastructure.

6 Draft Statewide Community Participation Plan Submission

119 RESOLVED on the MOTION of Councillor Vanessa Pollak seconded Councillor Reece Nuttall

That:

1. The information contained in the report on Draft Statewide Community Participation Plan Submission be received.
2. Council endorses the submission at Attachment 1 for submission to the DPHI Draft Community Participation Plan by the closing date of 3 June 2026.

STRATEGIC DIRECTION 4 - PROVIDE FOR OUR LIFESTYLE

7 Acceptance of Grant Funding Offer - NSW Bus Shelter Program for Western Sydney Airport Bus Routes

120 RESOLVED on the MOTION of Councillor Sue Day seconded Councillor Libby Austin

That:

1. The information contained in the report on Acceptance of Grant Funding Offer - NSW Bus Shelter Program for Western Sydney Airport Bus Routes be received.
2. Approval be given to accept the funding offered under NSW Bus Shelter Program of $495,000 as detailed in the report.
3. Council write to relevant State Members thanking them for their support of bus infrastructure in Penrith LGA, and also request information on times taken to travel from the airport to each destination, frequency, cost and ongoing operation of each of those services.
4. Council write to the Minister for Transport thanking him for his support of bus infrastructure in Penrith LGA, and also request information regarding time, frequency, cost and ongoing operation of those services.

STRATEGIC DIRECTION 5 - WORK TOGETHER

13 The Local Government Remuneration Tribunal Determination for Mayor and Councillors for 2026-2027 and 2027 Review of Categories - Council Submission Opportunity

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

That:

1. The information contained in the report on The Local Government Remuneration Tribunal Determination for Mayor and Councillors for 2026-2027 and 2027 Review of Categories - Council Submission Opportunity be received.

2. The fees payable to the Mayor and Councillors for 2026-27 be set at the maximum level permitted as determined by the Local Government Remuneration Tribunal.
3. The Deputy Mayor be remunerated by allocating 20% of the Mayor's fee, in addition to the fee paid to the Deputy Mayor as a Councillor.

14 Summary of Investments and Banking for the period 1 April 2026 - 30 April 2026

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

That:

1. The information contained in the report on Summary of Investments and Banking for the period 1 April 2026 - 30 April 2026 be received.
2. The Council's Cash Book and Bank Statements have been reconciled as at 30 April 2026.

8 Adoption of Council Plans of Management for Gipps Street Recreation Precinct, General Community Use, Sportsgrounds, Parks and Natural Areas

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

That:

1. The information contained in the report on Adoption of Council Plans of Management for Gipps Street Recreation Precinct, General Community Use, Sportsgrounds, Parks and Natural Areas be received.
2. Council approves the adoption of the four (4) generic Plans of Management, and the adoption of the Gipps Street Recreation Precinct Plan of Management.

9 Organisational Financial Review - March 2026

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

That:

1. The information contained in the report on Organisational Financial Review - March 2026 be received.
2. The Organisational and Financial Review as at 31 March 2026, including the revised estimates outlined in this report and detailed in the *Organisational Report – March 2026,* be adopted.
3. Council revote the works as detailed in the Recommended Revoted Works Lists, detailed in the *Organisational Report – March 2026* for inclusion in the 2026-27 Operational Plan.

11 Update on Payment System options

125 RESOLVED on the MOTION of Councillor Reece Nuttall seconded Councillor Libby

Austin

That:

1. The information contained in the report on Update on Payment System options be received.
2. Council officers prepare a Business Case for using Bill Smoothing payment system technologies and provide updates to a future Ordinary Meeting of the Council before the end of September 2026 once fully assessed.

12 PCC2526-21 Employee Assistance Program (EAP)

126 RESOLVED on the MOTION of Councillor Vanessa Pollak seconded Councillor Libby Austin

That:

1. The information contained in the report on PCC2526-21 Employee Assistance Program (EAP) be received.
2. Council accept the tender submitted by PeopleSense Pty Ltd for the provision of Employee Assistance Program (EAP) services for a contract term of five (5) years with extension options of two (2) years and one (1) year, and in accordance with the terms outlined in this report.
3. In accordance with the Local Government Act 1993, Council authorises the General Manager to enter into a contract with PeopleSense Pty Ltd for the delivery of EAP services.

URGENT BUSINESS

UB 1 Grab Life by the Balls – Men's Mental Health Charity

Councillor Glenn Gardiner requested that an amount of $1500 in total, be split between each Ward's voted works, be donated to Grab Life by the Balls – Men's Mental Health Charity via the fundraiser organised by Mr Lane O'Connor, and that Council write to Mr O'Connor, as the organiser of the car and bike show "the local show and shine" gathering at Tench Reserve, to thank him for his efforts.

127 RESOLVED on the MOTION of Councillor Glenn Gardiner seconded Councillor Faithe Skinner 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.

128 RESOLVED on the MOTION of Councillor Glenn Gardiner seconded Councillor Faithe Skinner that an amount of $1500 in total, be split between each Ward's voted works, be donated to Grab Life by the Balls – Men's Mental Health Charity via the fundraiser organised by Mr Lane O'Connor, and that Council write to Mr O'Connor, as the organiser of the car and bike show "the local show and shine" gathering at Tench Reserve held on 25 May 2026, to thank him for his efforts.

UB 2 Condolences to Cr Edwin Mifsud and family

Councillor Hollie McLean requested that His Worship the Mayor, Councillor Todd Carney write to Councillor Edwin Mifsud and his family on Councillors behalf expressing condolences

and support for him and his family.

129 RESOLVED on the MOTION of Councillor Hollie McLean seconded Councillor Robin Cook 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.

130 RESOLVED on the MOTION of Councillor Hollie McLean seconded Councillor Robin Cook that His Worship the Mayor, Councillor Todd Carney write to Councillor Edwin Mifsud and his family on Councillors behalf expressing condolences and support for him and his family.

MOVED 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

131 RESOLVED on the MOTION of Councillor Robin Cook seconded Councillor Sabbie Kaur that the meeting move into Closed Session to consider Confidential Business as listed in the Business Paper, the time being 8:26pm.

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 2

2 Notification of Acceptance of Grant Funds - Library Services

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.

RETURN TO OPEN SESSION

Procedural Motion

132 RESOLVED on the MOTION of Councillor John Thain seconded Councillor Ross Fowler OAM that Council return to Open Session, the time being 8:29pm.

The meeting resumed at 8:29pm and Governance reported that the Council met at 8:26pm on Monday 25 May 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 Notification of Acceptance of Grant Funds - Library Services

133 RESOLVED on the MOTION of Councillor Robin Cook seconded Councillor Kirstie Boerst

CB2 That:

1. The information contained in the report on Notification of Acceptance of Grant Funds - Library Services be received.
2. Council endorses acceptance of the grant.
3. A copy of the report be made public when the embargo on the release of the information ceases to be in place.
4. The appropriate budget and action be incorporated into the 2026/2027 Operational Plan.

There being no further business the Chairperson declared the meeting closed the time being 8:30pm.

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

MAYORAL MINUTES

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1	Heartfelt final service for Penrith Nashos	1
2	King's Birthday Honours 2026	2
3	Local soccer star on the world stage *(to be distributed later)*	

Mayoral Minute

Heartfelt final service for Penrith Nashos

Last month marked the end of an era in Penrith's rich history. On 24 May, the Penrith City National Servicemen's Association – fondly known as the Penrith Nashos - held their 20th and final commemoration and tribute-laying service.

The National Servicemen's Association of Australia represent those who were conscripted to serve in the armed forces between 1951 and 1972. The association was founded in 1987 and Penrith became the 39th sub-branch to be established when it formed in 2002.

The Penrith Nashos have done so much for the wellbeing of their remaining comrades and continue to honour those who sadly made the ultimate sacrifice. They have raised funds for Legacy – a charity that supports veterans and their families – while sponsoring local Navy, Army and Air Force cadets. They have also remembered their peers through educating the community and by holding these significant ceremonies.

Their final event opened with a heartfelt parade in Victoria Park at St Marys, bringing together founding and active members, dignitaries and guests. It also commemorated the 75th anniversary of the first National Service intake in 1951. I felt honoured to be there to deliver the Prayer for Peace.

Attendees solemnly remembered all those who served in Australia's defence forces – returned, injured and lost – each one with their own story of courage, mateship and sacrifice.

In 2021, Penrith City Council refreshed Victoria Park, St Marys and as part of that project unveiled a reflection bench with a plaque recognising the late Harry Morfoot and Tom Kelly - founders of Penrith Nashos.

While last month's service called an end to the Penrith Nashos, they will always have a special place in this City. On behalf of Council, I thank them all for their service and their tireless work over decades to support veterans and their families, as well as the next generation of military personnel.

I trust that many people will keep the stories alive by visiting the memorial at this meaningful spot in St Marys.

Cr Todd Carney
Mayor of Penrith

RECOMMENDATION

That the Mayoral Minute on Heartfelt final service for Penrith Nashos be received.

Mayoral Minute

King's Birthday Honours 2026

Tonight I would like to recognise two outstanding members of the Penrith community who have been named in the 2026 King's Birthday Honours List.

Sally Cox - who is one of the state's longest-serving female police officers - has been awarded the Australian Police Medal. Michael Kovacs - a long-time volunteer firefighter with the Rural Fire Service - has been honoured with the Australian Fire Service Medal. These are inspiring, brave and selfless people who are committed to the safety of our community.

No two days are the same for Sergeant Sally Cox, who has led the Nepean Domestic and Family Violence Unit since 2020. She says awareness and action against the rife issue of domestic and family violence has come a long way, particularly over the past 5 years, with many more dedicated DV positions in the NSW Police.

As team leader, her priority is ensuring police handle situations appropriately and do everything in their power – like accessing resources and working with external agencies - to help and protect the community and get matters before the court.

Sergeant Cox wanted to be a police officer before she finished school and started in an administration role in the Police Force in 1982 until she was old enough to join. In September, she will become NSW's longest-serving female officer.

She continues to perform her operational duties, dedicated to working on the ground with team members as they support residents who feel scared and unsafe.

Mr Kovacs was encouraged by a friend to join the Llandilo Rural Fire Brigade in 1988 at just 14 years old. He remembers the camaraderie and credits his early mentors who led by example – teaching everything from hands on life skills through orienteering, to helping others in the community.

The passionate volunteer quickly climbed the ranks, captaining Llandilo for 15 years and continuing his service as a life member of Londonderry Fire Brigade. He was instrumental in the revamp of the Londonderry fire station.

Mr Kovacs was most recently elected as Group Captain with the Cumberland district in 2022. He is now a mentor to young firefighters and is a mental health advocate for all volunteers.

He has responded to countless emergencies over the years, including isolating conditions and ferocious fires, like the Black Summer fires of 2019-20.
Mr Kovacs has little down time as his days are spent serving as an officer with NSW Police.

Please join me in congratulating Sergeant Cox and Mr Kovacs on their well-deserved honours. Penrith City Council will recognise their achievements later this year at our Local Celebration Awards.

Cr Todd Carney
Mayor of Penrith

RECOMMENDATION
That the Mayoral Minute on King's Birthday Honours 2026 be received.

NOTICES OF MOTION

Item		Page
1	Battery Storage Facility - Mulgoa Valley	1
2	Local Supplier Criteria	2

1 Battery Storage Facility - Mulgoa Valley

Councillor Ross Fowler OAM TO MOVE:

That:

1. Council officers continue to request information from the Department of Planning, Housing and Infrastructure (DPHI) on the State Investment Delivery Authority (IDA) endorsement of this project.

2. Council officers prepare an urgent report to an Ordinary Council meeting taking a position on the appropriateness of the proposal.

Note from Councillor Ross Fowler OAM:

The report should consider any constraints and the appropriateness of the site including relevant factors such as:

- The location, noting it exists in a sensitive wildlife corridor between the Blue Mountains National Park and Mulgoa Nature Reserve. This includes threatened migrant species such as Flame and Scarlet Robins. Further noting that the proposed BESS is at the precise point where the distance between Blue Mountains World Heritage Area and Mulgoa Nature Reserve is at its shortest (250 metres).

- The relevant zoning of C2 Environmental Conservation and C3 Environmental Management

- The risk of extreme bushfire and limited/no access to reticulated water

- Whether the facility is compatible or not with the cultural and natural heritage constraints of Mulgoa Valley.

Further the report should provide information on the 3 BESS developments at Emu Plains, Castlereagh Road and Andrews Road

ATTACHMENTS/APPENDICES

There are no attachments for this report.

2 Local Supplier Criteria

Councillor Reece Nuttall TO MOVE:

That:

1. Council receive a report investigating the feasibility and implications of increasing the Local Supplier Criteria weighting under Council's Procurement Policy from the current 5% to a higher percentage.

2. The report consider:

    a. The potential economic benefits to the Penrith Local Government Area of increasing the weighting afforded to local suppliers in Council procurement processes;
    b. Benchmarking against other metropolitan, regional and Western Sydney councils that apply local supplier preference frameworks;
    c. The impact any increase may have on value for money outcomes, competition, probity requirements and compliance with the Local Government Act 1993 and associated procurement guidelines;
    d. Options for increasing the weighting, including but not limited to 7.5%, 10% and 15%, and the circumstances in which different weightings may be appropriate;
    e. Whether additional consideration should be given to suppliers that employ local residents, maintain a physical presence within the Penrith LGA, utilise local subcontractors, or demonstrate measurable economic benefit to the Penrith community; and
    f. Any amendments required to Council's Procurement Policy and Procurement Standards to implement any recommended changes.

3. The report be presented to Council prior to the next review of the Policy currently scheduled for 2028.

ATTACHMENTS/APPENDICES
There are no attachments for this report.

REPORTS OF COMMITTEES

Item		Page
1	Report and Recommendations of the Policy and Strategy Committee Meeting held on 1 June 2026	1
2	Report and Recommendations of the Policy and Strategy Committee Meeting held on 15 June 2026	3

REPORT AND RECOMMENDATIONS OF THE POLICY AND STRATEGY COMMITTEE MEETING HELD ON 1 JUNE, 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, Reece Nuttall, Vanessa Pollak, Faithe Skinner and John Thain.

APOLOGIES

That the apology from Councillor Edwin Mifsud be accepted.

CONFIRMATION OF MINUTES - Policy and Strategy Committee Meeting - 11 May 2026

That the minutes of the Policy and Strategy Committee Meeting of 11 May 2026 be confirmed.

DECLARATIONS OF INTEREST

There were no Declarations of Interest.

DELIVERY PROGRAM REPORTS

STRATEGIC DIRECTION 2 - SUPPORT OUR WELLBEING

1 Cemeteries Policy

RECOMMENDED

That:

1. The information contained in the report on the Cemeteries Policy be received.
2. The additional information that is required be brought back to an Ordinary Meeting to be finalised.

2 Update on draft Your Voice, Your Future: Penrith Youth Strategy and Action Plan 2026 - 2030

RECOMMENDED

That the information contained in the report on Update on draft Your Voice, Your Future: Penrith Youth Strategy and Action Plan 2026 - 2030 be received.

STRATEGIC DIRECTION 3 - SHAPE OUR GROWING CITY

3 Draft Our River Plan 2026-46

RECOMMENDED

That the information contained in the report on Draft Our River Plan 2026-46 be received.

URGENT BUSINESS

There was no Urgent Business.

There being no further business the Chairperson declared the meeting closed the time being 8:24pm.

RECOMMENDATION

That the recommendations contained in the Report and Recommendations of the Policy And Strategy Committee meeting held on 1 June, 2026 be adopted.

REPORT AND RECOMMENDATIONS OF THE POLICY AND STRATEGY COMMITTEE MEETING HELD ON 15 JUNE, 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, Ross Fowler OAM, Glenn Gardiner, Sabbie Kaur, Hollie McLean, Edwin Mifsud, Reece Nuttall, Vanessa Pollak, Faithe Skinner and John Thain.

LEAVE OF ABSENCE

Leave of Absence was previously granted to Councillor Sue Day for the period 15 June 2026 to 19 June 2026 inclusive.

APOLOGIES

There were no apologies.

CONFIRMATION OF MINUTES - Policy and Strategy Committee Meeting - 1 June 2026

That the minutes of the Policy and Strategy Committee Meeting of 1 June 2026 be confirmed.

DECLARATIONS OF INTEREST

There were no Declarations of Interest.

DELIVERY PROGRAM REPORTS

STRATEGIC DIRECTION 3 - SHAPE OUR GROWING CITY

3 Submission on Planning Reforms - Proposed Changes to Complying Development Standards, CDC Variations and Targeted Assessment for Low-Rise Housing

RECOMMENDED

That:

1. The information contained in the report on Submission on Planning Reforms - Proposed Changes to Complying Development Standards, CDC Variations and Targeted Assessment for Low-Rise Housing be received.
2. Council endorses the submission at Attachment 1 on Variations and changes to Complying Development and Low-rise housing and targeted

assessment for submission by the closing date of 24 June 2026.

3. The submission is uploaded as being “an objection” through the DPHI submission dashboard.

STRATEGIC DIRECTION 1 - NURTURE OUR ENVIRONMENT

1 Result of public exhibition and proposed changes to the Penrith Biodiversity Strategy 2026-2036

RECOMMENDED

That:

1. The information contained in the report on Result of public exhibition and proposed changes to the Penrith Biodiversity Strategy 2026-2036 be received.
2. Council note the feedback received as part of the exhibition of the draft Penrith Biodiversity Strategy 2026–2036 and the proposed amendments to the Draft.
3. Council endorse the revised Penrith Biodiversity Strategy 2026–2036.

2 Onsite Wastewater Management Policy

RECOMMENDED

That:

1. The information contained in the report on the draft On-Site Wastewater Management Policy be received.
2. Council note the feedback received as part of the exhibition of the draft On-Site Wastewater Management Policy and the proposed amendments to the Draft.
3. Council endorse the final On-Site Wastewater Management Policy.
4. A date for commencement of the On-site Wastewater Management Policy be published on Council’s website.

URGENT BUSINESS

There was no Urgent Business.

There being no further business the Chairperson declared the meeting closed the time being 7:45pm.

RECOMMENDATION

That the recommendations contained in the Report and Recommendations of the Policy And Strategy Committee meeting held on 15 June, 2026 be adopted.

DELIVERY PROGRAM REPORTS

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4	Draft Our River Plan 2026-46: For Public Exhibition	15
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6	Penrith CBD Corporation - 2026-2027 Business Plan	35
7	Planning Proposal for an Additional Permitted Use- Exhibition Village - Glenmore Park Stage 3 - (HomeWorld) **Procedural note: Section 375A of the Local Government Act 1993 requires that a division be called in relation to this matter.**	39
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STRATEGIC DIRECTION 2 - SUPPORT OUR WELLBEING

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1 Major event sponsorship request - 130th Anniversary NSW State Band Championships 2026

Compiled by: **Candice Clark, Visitor Economy Partnerships Officer**
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	*Work in partnership to support the revitalisation of the Penrith, St Marys and Kingswood centres*

Executive Summary

The purpose of this report is to present to Council an event sponsorship proposal from the Band Association of NSW (BANSW) to support the delivery of the 2026 NSW State Band Championships ('the Event') from 22-23 August 2026 at the Joan Sutherland Performing Arts Centre (JSPAC).

This report provides Council with details of the sponsorship proposal received, including the proposed sponsorship benefits and an assessment of the proposal. BANSW has sought Council sponsorship of $9,000 (exc. GST). Council officers estimate the event could deliver approximately $6,328,878 in local economic benefit.

This report recommends that Council provides support to BANSW in the form of cash sponsorship to the value of $9,000 (exc. GST) for the 2026 NSW State Band Championships in line with the assessment criteria and previous sponsored events.

Background

Penrith City Council (Council) was approached by BANSW to consider a sponsorship proposal for the 2026 NSW State Band Championships to be held from 22-23 August 2026 at the Joan Sutherland Performing Arts Centre (JSPAC).

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

Current Situation

The sponsorship proposal received from the BANSW requests Council cash funding of $9,000 (exc. GST) to assist in venue hire.

NSW State Band Championships

The NSW State Band Championships is a flagship event delivered by BANSW and represents the pinnacle of community and school band competition in the state. Scheduled for Saturday 22 August to Sunday 23 August 2026 at The Joan, the event marks its 21st consecutive year in Penrith and celebrates the 130th anniversary of the Championships, highlighting its long-standing cultural significance.

The event is expected to attract approximately 5,200 attendees including around 3,700 participants and a broader audience of spectators, officials and volunteers. Participants will travel from across metropolitan Sydney and regional areas including Hunter/Newcastle, Wollongong, Gosford, Canberra and Orange with a small proportion of interstate and international visitation.

The event will also be live streamed via the BANSW YouTube channel, with an estimated audience of 29,000 supporting broader awareness of the event and Penrith as a destination.

Sponsorship funding will support venue hire at The Joan, ensuring the event can continue to be delivered in a high-quality, central performance venue.

Previous Council Sponsorship

Penrith is entering a period of unprecedented opportunity as major infrastructure investments including Western Sydney Convention Centre, Western Sydney International Airport and the Penrith Stadium reshape the events landscape and increase the City's capacity to attract world-class cultural, sporting, entertainment and business events. As these new opportunities emerge, Council will build on its strategic approach to major event funding to maximise impact and deliver the outcomes outlined in the Think Penrith Think Events Strategy and associated Major Event Sponsorship Policy. This will mean that the acquisition of new event opportunities that generate greater economic return, drive more interstate and international visitors and provide significant brand benefits for Penrith, will take priority for event attraction funding. Events that Council has previously sponsored that deliver lower economic, social and brand impact may not continue to receive ongoing funding.

Council will engage with the applicant to confirm that sponsorship of the 2026 event does not imply or commit Council to the same level of support in future years and provide advice on alternative funding options and event sustainability.

Council has provided ongoing financial support to the NSW State Band Championships to support the event being held within the Penrith Local Government area.

Year	Sponsorship amount (exc. GST)
2017	$5,000
2018	$2,000
2019	$2,000
2022	$5,000
2023	$8,000
2024	$8,000
2025	$9,000
2026	$9,000 (proposed)
Total	**$48,000**

Overall, Council’s total investment in the NSW State Band Championships from 2017 to 2026 (including the proposed 2026 contribution) equates to $48,000 in cash sponsorship.

Proposed Sponsorship Benefits

The sponsorship opportunities presented by BANSW for the event offers promotional benefits including:

- Mayor’s Message of Welcome included in the official event program
- Council logo featured on the front cover of the program and on the event website

- Invitation for the Mayor to attend, speak and participate in a major awards presentation
- Full-page advertisement for Visit Penrith in the official program
- Video advertising up to 30 seconds included in the event livestream
- Council banners displayed across both stages
- Stage acknowledgements throughout the event

- Social media acknowledgements via BANSW Facebook posts, including tagging Council

Assessment of Major Event Sponsorship Proposal

This 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 community participation and partnerships, while encouraging overnight visitation to the Penrith Local Government Area and contributing to the local economy. Increased visitation aligns with the objectives of the Penrith Visitor Economy Strategy 2023-2030.

As a long-standing annual event, it also encourages repeat visitation and contributes to awareness of Penrith as a destination for arts and cultural events, aligning with Council's priorities outlined in the Think Penrith Think Events Strategy.

Estimated Economic Benefit
The economic impact has been assessed using the Economy ID event impact assessment model, based on projected attendance and visitor spend inputs.

The proposed 130th Anniversary NSW State Band Championships is estimated to attract 4,850 visitors per day over the 2 days of the event (for a total of 9,700 visitors).
On average, there will be a spend of $473 per person per day (Destination NSW industry benchmark for overnight visitor spend). This equals a potential total visitor spend of $4,588,100 (9,700 visitors x $473 per person spend per day). Using this potential visitor spend ($4,588,100) plus the multiplier effect identified in the Economy ID event impact assessment model ($1,740,778) the event is calculated as contributing $6,328,878 in total economic value to Penrith City.

Recommended Sponsorship value
Given the event's established nature, moderate economic return and alignment with Council's Visitor Economy Strategy 2024-2030, it is recommended that Council provide sponsorship support of $9,000 (exc. GST).

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 Council's 2026-27 Operational Plan.

A total of $25,000 worth of major event sponsorship is currently committed for the 2026-27 financial year. As a result, and prior to consideration of this event proposal, there is $175,000 remaining in 2026-27 Event Sponsorship Program budgets.

Should this request be approved, ~~,~~ $166,000 in fund would remain available for 2026-27 financial year.

Risk Implications

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

To minimise commercial risk, funds will be paid to BANSW in instalments upon delivery of agreed deliverables and meeting agreed milestones.

Conclusion

A request for sponsorship has been received from the Band Association of NSW Incorporated for the 2026 NSW State Band Championships. It is estimated that the return to the community of Penrith from the event could be in the order of $6.48million.

Council officers have assessed the proposal against the Events Sponsorship Policy. A total investment of $9,000 (exc. GST) in cash 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 Major event sponsorship request - 130th Anniversary NSW State Band Championships 2026 be received.
2. Council endorse sponsorship of $9,000 (exc. GST) to the Band Association of NSW Incorporated in support of the NSW State Band Championships 2026.
3. A report is provided to Council on the outcomes of the event.
4. The applicant is informed that sponsorship of the 2026 event does not imply or commit Council to provide the same level of support for future events.

ATTACHMENTS/APPENDICES

There are no attachments for this report.

2 Draft Reflect Reconciliation Action Plan

Compiled by: **Josh Staines, First Nations Program Manager**

Authorised by: **Patricia Gonzalez, Acting Head of City Activation, Community and Place**
Marcella Kelshaw, Acting Director Community Connection

Outcome	*Support our wellbeing*
Strategy	*Respect, engage and celebrate First Nations people through reconciliation, historical acceptance and unity*
Principal Activity	*Partner with First Nations stakeholders to show respect, celebrate culture and respond to emerging opportunities and needs*

Previous Items: **Draft Reflect Reconciliation Action Plan- Policy and Strategy Committee - 11 May 2026**
Development of Reflect Reconciliation Action Plan - Councillor Briefing (Now known as Councillor Information/Workshop Session) - 13 Oct 2025 At the conclustion of the Policy Review Committee Meeting

Executive Summary

This report seeks Councillor endorsement for the Draft Reflect Reconciliation Action Plan (Draft RAP), to be placed on public exhibition. This is Council's inaugural RAP and intends to build meaningful relationships with Penrith's First Nations community and grow Council's ability to provide meaningful opportunities. This report includes a background on the development of the Draft RAP and intended approach to public exhibition.

The Draft RAP (Attachment 1) was presented to Council's Policy and Strategy Committee on 11 May 2026 at which clarification was requested by Councillors regarding whether the implementation of Council's Draft RAP creates or enables discriminatory practices and clarification around community facing actions, action reporting and delivery metrics of the Draft RAP. This report includes information that clarifies these points.

The Draft RAP outlines Council's priorities to support Council's Reconciliation journey. The actions of the Draft RAP will be delivered through existing Council programs and services, incorporated into future Operational and Delivery Plans, and funded within existing budget allocations across the organisation.

Background

As Penrith's First Nations community continues to grow, it is important for Council to consider a strategic and planned approach to working with First Nations stakeholders. In 2021, Australian Bureau of Statistics Data revealed 5% of the Penrith population, or 10,925 people, identify as First Nations. This is an increase of more than 3,100 people, up from 7,741 in 2016 and represents a significant and growing percentage of our community (from 3.6% in 2016 to 5% on 2021). It is also above the national, First Nations population average which is 3.8%. The suburbs in our local government area with the largest population of First Nations people are Penrith, Cranebrook and Glenmore Park.

In addition to Penrith's growing First Nations population, our City also has a rich, diverse and unique history, with many First Nations places of significance.

There are 757 known Aboriginal Heritage and Information Management Sites (AHIMS) recorded in the Penrith LGA on the NSW State Government AHIMS register.

Council's *Penrith 2041+ Community Strategic Plan* identifies that Council will "Respect, engage and celebrate First Nations people through reconciliation, historical acceptance and unity" under Direction 2 – Support our wellbeing. Council's *2025-26 Operational Plan* identifies that Council officers will "Present Draft Reconciliation Action Plan to Council" under Action 2.5.1a, "Deliver and implement a Reflect Reconciliation Action Plan".

To support our understanding of local government reconciliation work, Council Officers have conducted a benchmarking exercise of how other Council's in Western Sydney approach Reconciliation Initiatives, Reconciliation Action Plans and First Nations community work. The benchmarking indicated nearly all Western Sydney Councils had either an endorsed Reconciliation Action Plan or had a Reconciliation Action Plan in development.

Reconciliation Australia (RA) is the lead body for reconciliation in Australia. Reconciliation is about strengthening relationships between First Nations peoples and non-Indigenous peoples, for the benefit of all Australians. Since 2006, RAPs have been used as a governance tool to enable organisations to sustainably and strategically take meaningful action to advance reconciliation.

To support organisations to work through reconciliation in a structured way with stakeholders, RA has developed the RISE Framework for RAPs. The RISE Framework features the following RAP stages: Reflect, Innovate, Stretch and Elevate. Using this framework, Council officers have drafted a Reflect RAP designed to support organisations new to Reconciliation with an 18-month Action Plan. A Reflect RAP is intended to enable Penrith Council to develop a clear, organisation wide understanding of reconciliation foundations and have a structured action plan to enable Council to continue strengthening relationships between First Nations peoples and non-Indigenous peoples in our community.

A RAP also presents economic opportunity for Penrith. RAPs are proven frameworks that foster meaningful engagement with First Nations communities while delivering tangible economic outcomes. Nationally, over 2,280 organisations have RAPs and they procure over $4.8B worth of goods and services from First Nations-owned businesses. Many also report increased First Nations employment and stronger partnerships with First Nations businesses. Through a RAP, Council can explore First Nations procurement opportunities and supporting local First Nations enterprises can stimulate job creation, enhance economic development, and contribute to a stronger local economy. Council is uniquely positioned to drive this change through procurement opportunities and initiatives that promote First Nations business visibility and participation.

The Draft RAP was presented to Council's Policy and Strategy Committee on 11 May 2026 at which clarification was requested by Councillors regarding whether the implementation of Council's Draft RAP creates or enables discriminatory practices and whether further community facing actions could be included in the Draft RAP.

Council officers confirmed via a memorandum to Councillors on 5 June 2026 that Council operates and will continue to operate within existing Commonwealth and New South Wales anti-discrimination legislation, equal employment opportunity obligations and merit-based recruitment principles, and that the Draft RAP does not propose any recruitment, employment or procurement practices that are inconsistent with these legislative requirements. Rather, the draft RAP seeks to strengthen cultural awareness, organisational capability, workplace inclusion and equitable participation in a manner that is consistent with existing legal and policy frameworks.

Council officers have also reviewed the Draft RAP in relation community facing actions, action reporting and delivery metrics of the Draft RAP. A Reflect RAP is intended to focus on building Council's internal readiness and strengthen organisational understanding, governance and capability, to lay the foundations for more coordinated actions in possible future RAP stages. Consistent with this, Council's Draft RAP aligns with the required actions specified by Reconciliation Australia for a Reflect RAP. As part of any future RAP delivery, Council Officers will establish an internal RAP Working Group to govern the implementation of the RAP which will include establishing delivery metrics and ongoing monitoring and reporting of RAP implementation to Council.

Strategic Engagement

Over several years, Council has undertaken strategic First Nations engagement with community stakeholders and internal staff. Engagement has included surveys, targeted workshops, gatherings and benchmarking of Reconciliation Action Plans across other Western Sydney local government areas.

First Nations community surveys were conducted in 2022 and 2025. This work allowed Council to take a pulse check on the whole community's perspectives of the experiences of First Nations peoples within the Local Government Area. The October 2022 survey received 218 responses, 57% of whom identified as Aboriginal and Torres Strait Islander, 43% as non-Indigenous. 85% of respondents believed it was important or very important for Council to strengthen its relationship with First Nations people.

The July 2025 survey iteration captured 168 responses, 51% identifying as First Nations, 38% as non-Indigenous and 11% preferring not to say or did not identify. 85% of respondents strongly agreed on the importance of strengthening Council's relationship with First Nations people, and 88% affirming the need to provide meaningful opportunities for First Nations communities in Penrith.

In 2023, Council commissioned WSP to undertake First Nations community engagement to inform the development of an Acknowledgement of Country policy. A mix of surveys, interviews and workshops revealed both the importance an Acknowledgement of Country policy (adopted by Council in May 2024) and that Council could continue to build on this work by developing a RAP, investigating a First Nations Advisory Committee and developing organisation wide First Nations cultural protocols.

In 2024, Council facilitated several workshops and gatherings. Council hosted a gathering at Ropes Creek with Traditional Owners, First Nations organisations and residents to mark the adoption of the Acknowledgement of Country Policy in May 2024. Participants expressed strong support for meaningful action, including the establishment of a RAP and a First Nations Advisory Committee. In June 2024, Council convened a dedicated session with local Aboriginal Community Controlled Organisations to explore population trends, sector priorities and reconciliation. The workshop surfaced key themes such as the need for meaningful action, decision-making power, respect for Traditional Owners, and initiatives grounded in Country.

Ongoing engagement with First Nations community continues to emphasise the value of RAPs as a consistent framework for improved civic participation, cultural heritage protection and First Nations employment.

Financial & Risk Implications

The costs associated with public exhibition and delivery of actions within the Draft RAP, including staffing, engagement costs, document design, printing and distribution, can be met within existing City Activation Community and Place staffing (supported by broader

organisational staff where applicable) and operational budgets. These budgets were adopted as part of Council's Operational Plan for 2025-26. The RAP budget of $50,000 is already included in the current 2025-26 operational budget and has remaining funds of $38,086. A revote request is intended to be included in the June Quarterly Review to enable public exhibition and action plan delivery to occur in the 2026-27 financial year.

All actions proposed in the Draft RAP can therefore be funded through existing resources within the City Activation Community and Place staffing and program operational budgets, with the Draft RAP guiding Council officers' program of work over the coming period.

There is a risk that delivery of Draft RAP actions may vary across the organisation given competing priorities and coordination requirements. Council Officers will ensure appropriate action plan delivery governance to support consistent implementation.

Approach to Public Exhibition

Public exhibition will utilise an online survey via Your Say Penrith. A copy of the Draft RAP will be shared with Aboriginal Community Controlled Organisations in the Local Government Area and shared with or presented to a wide range of community stakeholders, groups and relevant service interagency meetings, and submitted to Reconciliation Australia for feedback.

Following public exhibition, any feedback received will be considered in the final draft which will be tabled with Council for endorsement. Once endorsed, the final RAP will be submitted to Reconciliation Australia.

Conclusion

This report seeks Councillor endorsement to place the Draft Reflect Reconciliation Action Plan on public exhibition. The Draft RAP has been developed in accordance with Council's strategic and operational commitments and informed by engagement with community, organisations and internal stakeholders.

Public exhibition of the Draft RAP will enable community to provide further feedback on the RAP, ensuring we continue to develop and promote meaningful Reconciliation across the City.

RECOMMENDATION

That:

1. The information contained in the report on Draft Reflect Reconciliation Action Plan be received.
2. The Draft Reflect Reconciliation Action Plan be endorsed for Public Exhibition.

ATTACHMENTS/APPENDICES

1. Draft Reflect Reconciliation Action Plan 2026 28 Pages Attachments Included

3 Penrith Cemeteries Policy

Compiled by: **Lynda Lowe, Cemeteries Supervisor**
Andrew Robinson, Head of Community Facilities and Recreation

Authorised by: **Marcella Kelshaw, Acting Director Community Connection**

Outcome	*Support our wellbeing*
Strategy	*Support equitable access to community services and facilities*
Principal Activity	*Provision and management of cemetery services and facilities*

Previous Items: **Cemeteries Policy- Policy and Strategy Committee- 1 June 2026**

Executive Summary

The report provides detail regarding proposed amendments to the Penrith Cemeteries Policy which was previously adopted by Council in 2017.

The revised Penrith Cemeteries Policy incorporates the recommendations and findings of Council's Cemeteries Strategic Management Plan, adopted at the Ordinary Meeting held on 3 March 2025. Amendments have also been made to ensure compliance with the NSW Cemeteries and Crematoria Act 2013, 105, the Interment Industry Scheme and applicable Category 1 Licencing conditions.

The Penrith Cemeteries Policy was presented to Council's Policy and Strategy meeting on 1 June 2026 at which three key changes to the Policy were highlighted to Councillors. In response to commentary and matters raised by Councillors the Policy has been revised. The Policy now includes additional exemption criteria in relation to the out of area surcharge, as well as more clarification in terms of authorisation to request and approve the placement of animal/pet cremated remains.

While officers have provided a recommendation that the report be received and the Penrith Cemeteries Policy be adopted, it is open to Councillors to consider any other course of action.

Background

Council's Cemeteries Service is responsible for the management and maintenance of Council controlled cemeteries within the Penrith Local Government Area and the preservation and conservation of heritage elements within Penrith, St Marys, Emu Plains, St Stephen's and Castlereagh Anglican Cemeteries.

A Cemeteries Policy to assist in the administration, management, operations, maintenance and future development of the Penrith City Council managed cemeteries, was first adopted by Council in 2010, with an updated version subsequently being adopted by Council, along with a Cemeteries Strategy, in 2017.

In March 2025, Council adopted a Cemeteries Strategic Management Plan, replacing Council's existing Cemeteries Strategy. This Strategic Management Plan included actions to revise and contemporise a Penrith Cemeteries Policy.

Current Situation

A revised Penrith Cemeteries Policy has been developed and is attached to this report for Councillor consideration. Since the adoption of the Cemeteries Strategic Management Plan in March 2025, there have been a number of changes to legislation that need to be reflected in an updated Policy.

The Penrith Cemeteries Policy attached to this report reflects these changes. It provides effective guidelines that will assist in ensuring the objective functions of the cemeteries are carried out in accordance with statute and common law, regulation and national standards that guide the management and operation of cemeteries, particularly the NSW Cemeteries and Crematoria Act 2013, No.105.

The Penrith Cemeteries Policy also aims to provide safe, consistent and socially acceptable standards and practices, for the benefit of Council employees, funeral industry representatives, administrators, clients and members of the general public. It will also ensure the conduct of those entering the cemeteries is in accordance with reasonable and practical standards.

The following proposed amendments to the adopted 2017 Cemeteries Policy include;

2.1.5 Interment Rights are governed by NSW Cemeteries and Crematoria Act 2013, No.105, with provisions set out in Section 4 of the Act. Accordingly, these matters are addressed through legislation and do not need to be replicated within the Cemeteries Policy.

2.1.7.5 Out of Area Surcharge/Non-resident fee previously applied based on the residency status of the interment right holder/owner of the burial site, or the deceased. This has been amended so that the out of area surcharge/non-resident fee will not apply where the deceased was a resident of the Penrith Local Government area at the time of death, removing consideration of the interment right holder/owner of a burial site.

Exemptions to the application of the charge have also been included in the Policy, and include:

- The deceased was a resident of the Penrith Local Government Area at the time of death, or, was previously a resident of the Penrith Local Government Area for a minimum of 15 years, or can demonstrate a significant family history of living in the area.

- The deceased was formerly a resident of the Penrith Local Government Area but was residing outside the area at the time of death due to:

    - admission to a hospital, aged care facility or other supported accommodation; or
    - relocation for medical or care related reasons; or
    - relocation for the purpose of military service

- The deceased is to be interred within an existing burial site or interment right held within a Council cemetery (e.g. family grave, or pre purchased site).

- Any other category approved by Council resolution under section 610E of the Local Government Act 1993.

Council may require documentary evidence to verify residency, prior residency, or eligibility for exemption, including but not limited to: addresses recorded on death certificates; electoral roll or ratepayer records; evidence of prior residence or occupancy; documentation from hospitals, aged care, or care providers.

Where sufficient evidence cannot be provided, the out of area surcharge shall apply.

2.2.5.1 Burial of an animal/pet. In September 2025, legislative amendments were introduced to permit the burial of an animal remains within a cemetery. While this legislation was enacted, no accompanying guidelines or recommendations were issued to cemetery operators.

The existing Penrith Cemeteries Policy stated that animals/pets cannot be buried within Council managed cemeteries. The proposed amendment seeks to clarify Council's position in light of the legislative change. The Policy now outlines that:

The burial of pets/animals is not permitted in cemeteries managed by Penrith City Council. However, the placement of animal/pet cremated remains (ashes) inside a human coffin is permitted at the time of interment of the deceased. Or, if the animal/pet outlives its owner the ashes of the animal/ pet may be interred within the owner's grave site at a time determined by an authorised, or nominated, representative.

The placement of the animal/pet ashes is permissible if:

- A formal application is submitted by the appropriate interment right holder, or authorised or nominated representative and approval is granted by Council.
- The ashes are securely contained in Council approved sealed urn, container or pouch.
- The practice is disclosed to the funeral director and/or Council prior to the interment so operational staff can record it appropriately.
- The co-placement does not contravene any applicable public health, biosecurity, or workplace safety requirements.
- The interment complies with all applicable regulations, cemetery policies, and space constraints of the grave.

Council reserves the right to refuse an application where the request does not meet the above requirements.

Financial Implications

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

Risk Implications

Contemporising the Penrith Cemeteries Policy is a recognised action in Council's Cemeteries Strategic Management Plan. The Cemeteries Strategic Management Plan provides long-term direction for Council's delivery of cemetery services.

The Penrith Cemeteries Policy is a framework that contributes to providing a regulatory compliance and sustainable basis for the delivery of cemetery services, including the care and operation of cemeteries in perpetuity.

Conclusion

The revised Penrith Cemeteries Policy ensures alignment with current legislation, strategic planning outcomes and operational requirements. Adoption of the Penrith Cemeteries Policy will support continuous improvement, regulatory compliance, and the effective management of Council's cemetery services.

RECOMMENDATION

That:

1. The information contained in the report on the Penrith Cemeteries Policy be received.
2. Council endorses the revised Penrith Cemeteries Policy included in Attachment 1.

ATTACHMENTS/APPENDICES

1. Penrith Cemeteries Policy 2026 12 Pages Attachments Included

STRATEGIC DIRECTION 3 - SHAPE OUR GROWING CITY

Item		Page
4	Draft Our River Plan 2026-46: For Public Exhibition	15
5	Amendment to Voluntary Planning Agreement for Orchard Hills North Stages 4A, 5 and 6 - Legacy Property **Procedural note: Section 375A of the Local Government Act 1993 requires that a division be called in relation to this matter.**	30
6	Penrith CBD Corporation - 2026-2027 Business Plan	35
7	Planning Proposal for an Additional Permitted Use- Exhibition Village - Glenmore Park Stage 3 - (HomeWorld) **Procedural note: Section 375A of the Local Government Act 1993 requires that a division be called in relation to this matter.**	39
8	Draft Deed of Novation for LOG-NE VPA in relation to Lot 90 Aldington Road **Procedural note: Section 375A of the Local Government Act 1993 requires that a division be called in relation to this matter.**	44
9	St Marys Town Centre Corporation - 2026-2027 Business Plan	48

4 Draft Our River Plan 2026-46: For Public Exhibition

Compiled by: **Megan Whittaker, Strategic Advocacy Manager**

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

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*

Previous Items: **Draft Our River Plan 2026-46 - Policy and Strategy Committee - 01 Jun 2026**

Executive Summary

The purpose of this report is to seek Council's endorsement to publicly exhibit the Draft Our River Plan 2026-46 (draft Plan) (Attachment 1).

The Nepean River (the river) is Penrith's greatest natural asset, an integral part of our City's identity and much loved by residents and visitors. Over the past decade, delivery of the Our River Master Plan 2013 has enabled significant progress and investment in and around the river corridor, with more than $459 million of public investment and improvement, together with significant private investment valued at around $1 billion. This has been possible through Council's vision and strategic approach, and with the support of the Australian and NSW Governments.

Building on this success, the Draft Our River Plan 2026-46 has been developed to guide actions to unlock further potential in and around the river over the next 20 years. It is visionary, aspirational and the majority of projects and actions are currently unfunded, and work will be progressed should resources or funding opportunities become available over the next 20 years.

The draft Plan provides a strategic framework for Council to call for collaboration with partners (including government and external stakeholders), ensure objectives are aligned, and support purposeful efforts to attract investment, including through grant applications. Council will require support from others including further public and private investment for it to be realised.

A report on the Draft Our River Plan 2026-46 was presented to Council at the Policy and Strategy Committee meeting on 1 June 2026 for information and to seek feedback. The feedback received from Councillors has informed further amendments of the draft Plan.

Achieving the vision and outcomes will require commitments by Council, other levels of government and external stakeholders to realise over the long term. Implementation of the plan towards the vision is intended to occur initially though a focus on 14 priority projects and 6 priority council actions, progressed should resources become available.

Public exhibition of the Draft Our River Plan 2026-46 is proposed to invite feedback to ensure the final plan reflects local needs and aspirations. A minimum 28-day exhibition period is proposed to occur during August – September 2026. Efforts will be made to engage with key stakeholders across the length of the Nepean River corridor within the Penrith Local Government Area. The public exhibition will be promoted and supported through a broad mix

of channels and targeted stakeholder communications, including Council's Your Say Penrith website (survey, open responses, and opportunity for written submissions), Council social and other media, targeted stakeholder letters, emails, and meetings (Government agencies, landowners, businesses, community organisations and networks) and in-person community engagement at REAL Festival 2026. A summary of the proposed public exhibition Communications and Engagement Plan, including further details of key Government, community and business stakeholders, is provided at Attachment 2.

This report recommends Council endorse the draft Plan for public exhibition. Following the exhibition period, submissions will be reviewed and considered, with a further report to be presented to Council outlining the outcomes of the community engagement and seeking endorsement of the final Plan.

Background

The Nepean River (the river) is Penrith's greatest natural asset, an integral part of our City's identity and much loved by residents and visitors. Running through one of Australia's fastest-growing regions, the Nepean River is an important connector to Country and a significant drawcard for Western Sydney.

As a proud river city, Penrith values and celebrates the river's environmental, social, recreational and cultural significance. The river improves local amenity and encourages active lifestyles. It offers a beautiful setting where people can gather and relax. It provides opportunities to escape the heat and connect with nature. It also boosts Penrith's recreation and tourism, which supports the City's growing economy.

Over the past decade, delivery of the Our River Master Plan 2013 has enabled significant progress and investment in and around the river. More than $459 million of public investment and improvement in Penrith has been possible with support from the Australian and NSW Governments, together with significant private investment valued at around $1 billion. Included in this, Council has welcomed an estimated $50 million of investment in dining options alone, which have enhanced both sides of the river.

Major achievements to date include the multi-million-dollar Regatta Park upgrade, Yandhai Nepean Crossing pedestrian bridge, and the Police Cottage restoration. There has also been a new kayak launch deck at Leonay, the Nepean Avenue Pedestrian Pathway completing the bridge-to-bridge loop of the Great River Walk, and a major upgrade to Tench Reserve.

Our community has benefited from these improvements. The river has new and improved spaces for events and festivals. Council's 2025 Real Festival at Tench Reserve attracted 50,000 people, with 1 in 10 residents attending. Walking and cycling infrastructure along the river is highly valued and increasing in use. In the 3 years from 2022–25 there has been a 43% increase in people using the Yandhai Nepean Crossing. Visitation to the central precinct has also increased. The area attracts an average of 1,615 visits per day, generating just under $180,000 in visitor spend each day.

Current Situation

Building on the success of Penrith's Our River Master Plan 2013, the Draft Our River Plan 2026-46 is being prepared to proactively plan and guide actions to unlock further potential in and around the river over the next 20 years. It is the first time that Council will develop a plan that covers the entire length of the Nepean River in the Penrith Local Government Area. This work affirms Council's ongoing commitment to deliver positive outcomes for current and future generations, taking a strategic approach to prioritisation, decision making, advocacy and collaboration that will strengthen connections to the Nepean River, bringing community, nature and culture together.

Preparation of the Draft Our River Plan 2026-46 has drawn on information from community and stakeholder engagement undertaken during 2023 to 2025, as part of the Our River Master Plan and the Community Strategic Plan 2041. This information reflects that the Nepean River and nature are highly valued with priorities for the corridor that include improving access, active travel and everyday amenities, valuing nature, culture and First Nations custodianship, supporting the river as a community gathering place, and better management of parking and traffic congestion.

Following the Policy and Strategy Committee Meeting on 1 June 2026, at which Councillors received a report and presentation on the Draft Our River Plan 2026-46, Council officers have further refined the draft Plan for public exhibition. In response to Councillor feedback amendments have been made to the northern precinct proposed priority project to include reference to enhancing river access at Smith Road, Castlereagh. A new opportunity has also been added to the southern precinct to reflect rural and ecotourism opportunities. In addition, Council officers will consider opportunities to further develop projects that improve access at Emu Plains to the river foreshore in response to specific comments raised by Councillors at the 1 June Policy and Strategy meeting.

In response to questions raised at the 1 June Policy and Strategy meeting about roles, responsibilities and management of the river corridor the following information is provided.

Water quality and water supply are primarily the responsibility of multiple NSW Government departments, including Department of Climate Change, Energy, the Environment and Water – Water group, WaterNSW, Sydney Water, Natural Resources Asset Regulator and the Natural Resource Commission. Specific roles and responsibilities of the NSW Government are outlined in Attachment 3. Councils also play a role in water quality monitoring and water pollution enforcement. Watercraft and on water uses are managed and regulated primarily by Transport for NSW – Maritime NSW and the NSW Police Maritime Area Command (Water Police). Further details are found in Attachment 3.

Maintenance and upkeep of property along the river's edge is the responsibility of property owners. The property ownership of land along the river's edge includes:

- 12% in Council ownership
- 44% in NSW Government ownership
- 44 % in private ownership, with 3 large land holdings.

Draft Our River Plan 2026-46

The Draft Our River Plan 2026-46 is provided in full at Attachment 1. It establishes a long-term strategic framework for the Nepean River corridor and identifies the planning context, character and objectives, and place-specific opportunities for each precinct.

The draft Plan is intended to be:

- a strategic guide for Council, stakeholders and the community to ensure that collective efforts are aligned and purposeful
- a long-term high-level framework for planning and decision making that can be applied to design and management actions at precinct and site level over the short and medium term

- a prioritised list of potential projects that will guide investment and applications for grant funding as it becomes available
- a way of identifying and securing sustainable resourcing to achieve the Plan's vision
- a way to foster collaboration opportunities during the Plan's implementation to amplify the impact of joint efforts
- a way to promote the river as a cultural, recreational, tourism and economic resource to benefit Penrith's people and economy.

The draft Plan is not intended to be:

- a statutory plan or set of controls
- detailed design specification or advice for specific sites or projects
- a financial commitment to undertake every project or idea
- a way to specifically manage flooding, river health, or day-to-day operational river and river's edge management, including traffic and parking issues.

The draft Plan proposes a vision, objectives and guiding principles as well as precinct level opportunities for the river corridor, which are outlined in full in Attachment 1 and summarised below. This draft Plan will not change existing planning controls but rather it provides a strategic framework that guides future land use.

Proposed Vision

The draft vision is:

"The Nepean River is our drawcard and a much-loved living system bringing nature, community and culture together. It is the thriving heart of Penrith, vital for our wellbeing and local economy. Strong connections to the river add vibrancy and create opportunities for Penrith and the surrounding region."

River Precincts

For planning purposes, the river corridor has been grouped into four precincts:

- Northern Precinct – an enduring rural landscape rich in stories
- Lakes Precinct – our aquatic playground
- Central Precinct – the heart of our river city
- Southern Precinct – place to pause, discover and connect.

Key opportunities are identified for each precinct to guide future collaboration, partnerships, development and investment over the long term in a balanced way and to spark interest and encourage progress that responds to a precinct's specific character as well as community needs and preferences.

Proposed Priority Projects

The Draft Our River Plan 2026-46 identifies 14 priority projects across the four precincts. These projects, many of which are advocacy related, are intended to help unlock future connectivity to and around the river and provide more experiences for the community.

The projects will require collaboration with landowners, stakeholders and funding sources, including in some instances funding for further project scoping, testing and optioneering, design and concept development. Several of the proposed projects are not within the remit of Council to act on and deliver. In these cases, Council will continue to raise local community needs and preferences through advocacy efforts and work with and through others to realise the best outcomes for the river corridor.

Full details of the proposed priority projects are provided at Attachment 1, and summarised below:

Northern Precinct

- Enhanced river access - Agnes Banks and Castlereagh.

Lakes Precinct

- Penrith Lakes - comprehensive vision and master plan and expanded public access for nature-based recreation
- Penrith Beach - permanent opening for swimming and recreation.

Central Precinct

- Weir Reserve- upgrades
- Jamison Road – gateway upgrade
- Peach Tree Creek- connections
- Great River Walk – extension
- Pedestrian river crossing at M4
- Emu Plains - connections
- Factory Road Reserve - upgrade
- Additional water play
- Improved public transport.

Southern Precinct

- Enhanced river access – Wallacia
- Fernhill Estate - increase public access and activations for enjoyment as a cultural heritage and recreation destination.

These projects are considered to be of value to our community, aligned to their needs and preferences, and achievable over time with the focused determination of many.

Implementation Approach

The Draft Our River Plan 2026-46 is aspirational and the majority of work proposed is currently unfunded, however work will be progressed should resources or funding opportunities become available over the next 20 years. This document is important for identifying priority opportunities, actions and projects, and providing a strategic framework to make decisions and call for investment and collaboration with partners, ensuring our objectives are aligned and purposeful in ongoing efforts to further enhance the Nepean River. Council will require support from others including further public and private investment for it to be realised.

Whilst the draft Plan continues to encourage public and private investment, the below outlines priority projects which Council will continue to seek funding for, as well as priority actions for Council to lead as resourcing becomes available.

Proposed Priority Projects

Priority projects have been called out as a way to focus implementation next steps, including future site-specific planning, development and investment attraction, advocacy and partnership opportunities, as well as grant seeking activities.

There are 14 priority projects, as outlined above. They will require the support and resources of many to achieve over many years. 5 of these projects require advocacy from Council to the Australian and NSW Governments to progress as these projects are not within the remit of Council. These advocacy actions can be progressed within existing resourcing. There are 9 priority projects that are unfunded. The funding status of each proposed priority project is outlined further in Attachment 4.

Proposed Priority Council Actions

In addition to the above priority projects proposed, there are 6 priority actions that have been proposed for Council to lead, as resourcing becomes available. These actions respond to key issues that have been identified for the corridor or are considered important for continuing momentum and supporting day to day experience for the current community, visitors and businesses.

These are described in full in the Draft Our River Plan 2026-46 at Attachment 1 and summarised below:

- Fostering strategic partnerships and vision alignment
- Advocating for support and investment
- Reviewing and preparing river corridor planning requirements
- Preparing a movement and wayfinding plan
- Preparing a river marketing plan
- Supporting day to day amenity and experience within the corridor and progressing existing strategies and plans, including continued implementation of specific social, cultural, environmental, economic and flood management strategies and plans Council has under way.

Of the 6 actions, 3 can be progressed within existing Council resources, 2 are unfunded and 1 has a mix of funded and unfunded work. The funding status of the 6 proposed Council actions is detailed further in Attachment 4.

Overlaying these implementation approaches, it is intended that Council continue to scan for emerging external opportunities, including funding through grants and new partnerships, to unlock further potential along the river for the benefit of the community and Penrith City.

Public Exhibition and Engagement Activities

The draft Plan has been informed by input from staff from across Council, as well as information reviewed from community and stakeholder feedback gathered from 2023 to 2025 as part of Our River Master Plan and the Community Strategic Plan 2041.

Subject to Council endorsement, it is proposed to publicly exhibit the Draft Our River Plan 2026-46 for a minimum period of 28 days. Public exhibition is anticipated to occur during August and September 2026.

The exhibition phase will provide the community and external stakeholders including relevant Government agencies, property owners, business/tourism operators, residents and community/sporting organisations with an opportunity to review and provide feedback on the draft Plan, including the proposed vision, objectives, guiding principles, precinct opportunities and priority projects.

The public exhibition will be promoted and supported through a broad mix of channels and targeted stakeholder communications, including Council's Your Say Penrith website (survey, open responses, and opportunity for written submissions), Council social and other media, targeted stakeholder letters, emails, and meetings (Government agencies, landowners, businesses, community organisations and networks) as well as in-person community engagement at REAL Festival 2026. Efforts will be made to engage with key stakeholders across the length of the Nepean River corridor within the Penrith Local Government Area. A summary of the proposed public exhibition Communications and Engagement Plan, including further details of key Government, community and business stakeholders, is provided at Attachment 2.

Following the close of the exhibition period, all submissions will be reviewed and considered. The outcomes of this community engagement, together with any recommended amendments to the draft Plan, will be reported to Council prior to finalisation of the Plan.

Financial Implications

The costs associated with public exhibition of the Draft Our River Plan 2026-46, including staffing, advertising, an in-person engagement event and collateral design, printing and distribution, can be met within existing City Strategy staffing and River Strategy operational budgets. These budgets were adopted as part of Council's Operational Plan for 2025-26 on 30 June 2025. The River Strategy budget of $60,000 is already included in the current 2025/26 operational budget and has remaining funds of $46,000.

The Draft Our River Plan 2026-46 clearly specifies that it is visionary, aspirational and that many of the projects are unfunded and will be progressed should resourcing become available. The funding status of each proposed project and council action in the draft Plan are outlined at Attachment 4.

Unfunded projects would be subject to further investigation and consideration of the financial implications and potential funding strategies through future planning work. Any potential capital works and delivery commitments would continue to be subject to Council's specific project management processes and approvals.

The majority of projects and actions identified as funded through existing resources are advocacy related and funded through the City Strategy staffing and advocacy program operational budgets. The advocacy program operational budget is already included in the current 2025/26 operational budget and has remaining funds of $7,300.

Risk Implications

Progressing the Draft Our River Plan 2026–46 to public exhibition will reduce planning, advocacy and investment risk by enabling the draft Plan to be tested with the community, stakeholders and relevant Government agencies before it is finalised.

The draft Plan provides an updated strategic framework for the Nepean River corridor and a purposeful, intentional approach to balanced development and progress along the river corridor, and to attracting support and investment aligned to Council's vision.

This work helps Council prioritise future efforts, align projects with community and stakeholder needs, support stronger grant applications, and guide advocacy for future public and private investment. It minimises the risk that future investment, developments and opportunities are pursued by external stakeholders in a fragmented or reactive way that reduces potential community benefit and long-term value.

The public exhibition messaging will clearly explain that the draft Plan is visionary and aspirational with a long term 20-year horizon, and that delivery will depend on future funding, partnerships, detailed planning and approvals.

Next Steps

Subject to Council endorsement, the Draft Our River Plan 2026-46 will be placed on public exhibition for a minimum period of 28 days during August – September 2026.

Following exhibition, submissions will be reviewed and considered. A further report will be presented to Council outlining submissions received and any proposed amendments arising from community and stakeholder feedback, before seeking endorsement of the final Plan.

Conclusion

The Nepean River is one of Penrith's most valued natural, cultural and recreational resources. The river improves local amenity and encourages active lifestyles. It offers a beautiful setting where people can gather and relax. It provides opportunities to escape the heat and connect with Country, nature and culture. It also boosts Penrith's recreation and tourism, which supports the City's growing economy

Building on the success of Penrith's Our River Master Plan 2013, the Draft Our River Plan 2026-46 is being prepared to proactively plan and guide actions to unlock further potential in and around the river over the next 20 years. It is the first time that Council will develop a plan that covers the entire length of the Nepean River in the Penrith Local Government Area.

The Draft Our River Plan 2026-46 is intended to provide a strategic framework to encourage and guide both public and private investment for the continued transformation of the Nepean River corridor for the social and economic benefit of the community and Penrith City.

Public exhibition of the draft Plan will provide an important opportunity for the community, stakeholders and government agencies to review the strategic direction and proposed opportunities, actions and priority projects, ensuring the final plan reflects local aspirations.

Following the exhibition, a further report will be presented to Council outlining the outcomes of community engagement together with any recommended amendments before seeking to finalise the Plan.

RECOMMENDATION

That:

1. The information contained in the report on Draft Our River Plan 2026-46: For Public Exhibition be received.
2. Council endorse the Draft Our River Plan 2026-46 for public exhibition for a minimum period of 28 days.
3. A further report be presented to Council following public exhibition outlining submissions received and any proposed amendments arising from community and stakeholder feedback.
4. The General Manager be granted delegation to make any minor changes to the Draft Our River Plan 2026-46 prior to public exhibition, as required, consistent with the strategic intent of the draft Plan.

ATTACHMENTS/APPENDICES

1.	Attachment 1 - Draft Our River Plan 2026-46	36 Pages	Attachments Included
2.	Attachment 2 - Public Exhibition Communications and Engagement Plan Summary	1 Page	Appendix
3.	Attachment 3 - Organisations Involved in Management and Regulation of Water and Watercraft	2 Pages	Appendix
4.	Attachment 4 - Funding Status of Proposed Priority Projects and Priority Council Actions	3 Pages	Appendix

Draft Our River Plan 2026-46: Public Exhibition Communications and Engagement Plan Summary

Public exhibition of the draft Our River Plan is proposed to invite feedback on the draft vision, objectives, precinct opportunities and priority projects for the Nepean River, to ensure the final plan reflects local needs and aspirations. The draft plan is intended as a strategic framework for Council to call for collaboration with partners (government and external stakeholders), ensure objectives are aligned, and support purposeful efforts to attract investment to continue transforming the Nepean River corridor for the social and economic benefit of the community.

Clear messaging will explain that the draft plan is visionary and aspirational with a long term 20-year horizon. The majority of proposed projects and actions are currently unfunded, and work will be progressed should resources or funding opportunities become available over the next 20 years.

Timing

- Minimum of 28 days public exhibition, during August - September 2026.

Channels

The public exhibition will be promoted and supported through a broad mix of channels and targeted stakeholder communications, including:

- Council Your Say Penrith website – survey, open responses, and opportunity for written submissions
- Council social and other media
- Targeted stakeholder letters, emails, and meetings - Government agencies, landowners, businesses, community organisations and networks
- In-person community engagement at REAL Festival 2026.

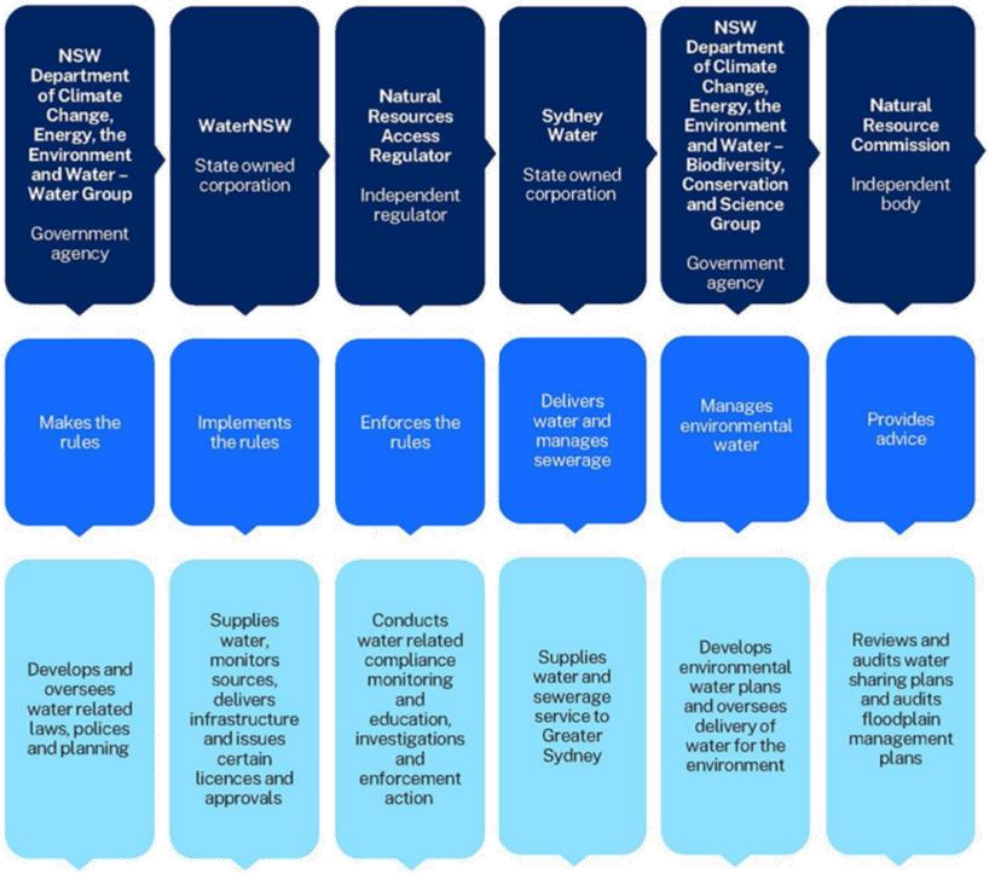
Stakeholders

Stakeholder group	Who this includes
Community	• Penrith LGA residents • Council committees and groups • Community services networks • Community groups • Sporting clubs and recreation groups • Visitors
Residential, property and business owners in the river corridor	• Business owners • Property owners – residential and commercial
Business	• Local businesses and developers • Tourism and hospitality operators • Penrith business and economic development networks
Government	• Australian and NSW Government MPs • Australian and NSW Government agencies and utilities - DPHI, TfNSW, Sydney Water, Crown Lands, NSW National Parks and Wildlife Service, Greater Sydney Parklands, Corrective Services NSW, Venues NSW • Neighbouring councils
Western Sydney regional stakeholders	• Committee for Sydney • Property Council Australia • The Urban Development Institute of Australia (UDIA)

Draft Our River Plan 2026-46:

Organisations involved in management and regulation of water and watercraft

Water management and regulation in NSW – Roles and Responsibilities



Source – NSW Government - Who's who in NSW water management | Water

Watercraft management and regulation in NSW – Roles and Responsibilities

Transport for NSW (Maritime) NSW Government agency	NSW Police Force Marine Area Command (Water Police) Specialist police command
Waterways governance, boating safety, access and maritime infrastructure	Water-based policing, compliance, aquatic event control and emergency response
- Sets maritime safety strategy, policy and regulatory frameworks - Publishes navigation guidance, rules, restrictions and closures - Administers boating licences, aquatic event licences and vessel registration - Provides boating safety education and customer information - Plans and delivers maritime infrastructure, property and access projects	- Polices NSW waterways to reduce marine crime - Protects life and property at sea and on inland waters - Oversees aquatic events and controls spectator craft - Supports boating safety and compliance enforcement - Coordinates marine search and rescue off the NSW coast - Undertakes diving and underwater searches for missing persons and evidence

Source – NSW Government - Boating and marine | Waterways safety and rules; NSW Police Force - Marine Area Command; Marine Estate Management Authority - agencies managing the marine estate

* **Note:** This summary has been prepared using the best publicly available information from relevant NSW Government agency websites at the time of drafting.

DRAFT OUR RIVER PLAN 2026–46:

FUNDING STATUS OF PROPOSED PRIORITY PROJECTS AND PRIORITY COUNCIL ACTIONS

PROPOSED PRORITY PROJECTS		
NORTHERN PRECINCT	**PRIORITY PROJECT**	**FUNDING STATUS**
	N1 Enhanced River Access • Explore options and funding opportunities to improve public access points and connections to the river at Agnes Banks from Kooringal Drive and Coolamon Road and at Castlereagh at Smith Road.	Unfunded - Progressed should funding become available
LAKES PRECINCT	**PRIORITY PROJECT**	**FUNDING STATUS**
	L1 Penrith Lakes Advocate to the NSW Government to: • Deliver a comprehensive vision and master plan for Penrith Lakes • Expand public access to Penrith Lakes for nature-based recreation, including nature trail walking and cycling, where the level of infrastructure required to support such activities would be minimal	Funded through existing resources
	L2 Penrith Beach Advocate to the NSW Government for: • Permanent opening of Penrith Beach for swimming and recreation, and new infrastructure to improve experience and amenity • A shuttle bus service operating Friday to Sunday during December and January connecting Penrith Beach to Penrith City Centre	Funded through existing resources
CENTRAL PRECINCT	**PRIORITY PROJECT**	**FUNDING STATUS**
	C1 Weir Reserve Explore options and funding opportunities to facilitate the following: • Upgrade and renew boat shed facilities including storage and amenities • Upgrade and embellish open space • Improve accessibility to the river's edge for users and watercraft • Improve the road network, shared paths and car parking within Weir Reserve • Improve the intersection into Weir Reserve at Memorial Avenue / Ladbury Avenue	Unfunded - Progressed should funding become available
	C2 Jamison Road gateway • Explore options and funding opportunities to upgrade the Jamison Road corridor as a gateway landmark to the river and to support a more pedestrian friendly experience	Unfunded - Progressed should funding become available
	C3 Peach Tree Creek connections • Explore options and funding opportunities to deliver new open space, boardwalk and shared paths along Peach Tree Creek to connect Penrith City Centre to the river	Unfunded - Progressed should funding become available

	• Advocate to the NSW Government to deliver a footbridge over Mulgoa Road at the Mulgoa Road / High Street intersection to connect Penrith City Centre to the river	Funded through existing resources
	C4 Great River Walk Explore options and funding opportunities to: • Extend Great River Walk north from Regatta Park to the Weir crossing • Extend Great River Walk north from Weir Reserve to the Lakes Precinct with connections to Nepean Business Park • Upgrade the Great River Walk south from Tench Reserve to Factory Road Reserve	Unfunded - Progressed should funding become available
	C5 Pedestrian experience at M4 river crossing Advocate to the NSW Government to: • Upgrade pedestrian access ramps to M4 bridge at Emu Plains • Deliver new pedestrian and cycling footbridge river crossing at the M4	Funded through existing resources
	C6 Emu Plains connections • Explore options and funding opportunities to deliver active transport links to connect Emu Plains station to Regatta Park • Explore options and funding opportunities to deliver active transport links from Russell Street east along the river's edge	Unfunded - Progressed should funding become available
	C7 Factory Road Reserve • Explore options and funding opportunities to upgrade and embellish open space for greater recreation uses	Unfunded - Progressed should funding become available
	C8 Additional water play • Explore options and funding opportunities to provide additional water play and swimming within the Central Precinct	Unfunded - Progressed should funding become available
	C9 Improve public transport Advocate to the NSW Government to: • Increase service frequency of existing bus routes over weekends and busy periods (like Panther's home games and events) to Tench Reserve, Regatta Park, Panthers Precinct, connecting with Emu Plains and Penrith stations • Prioritise bus stop improvements within the river corridor Central Precinct to support ease of use and encourage mode shift to more public transport trips – e.g. bus stop shelters, signage, seating	Funded through existing resources
SOUTHERN PRECINCT	**PRIORITY PROJECT**	**FUNDING STATUS**
	S1 Enhance River access • Explore options and funding opportunities to improve public access points and connections to the river at Wallacia	Unfunded - Progressed should funding become available
	S2 Fernhill Estate Advocate to the NSW Government to:	Funded through

	• Increase public access and activations at Fernhill Estate for enjoyment as a cultural heritage and recreation destination	existing resources
PROPOSED PRIORITY COUNCIL ACTIONS		
ALL PRECINCTS	**PRIORTY ACTION**	**FUNDING STATUS**
	Fostering strategic partnerships and vision alignment Council will continue to work closely with key delivery partners to target specific outcomes for each precinct and agree clear pathways for delivery.	Funded through existing resources
	Advocating for support and investment Council will be proactive in advocating to the Australian and NSW Governments and other partners for support and investment in projects that give effect to the Our River Plan and deliver on the ground change.	Funded through existing resources
	Reviewing and preparing river corridor planning requirements To support the long term vision, Council will undertake further place based planning and strategic work over time to support the character and objectives for each river precinct.	Funded through existing resources
	Preparing a movement and wayfinding plan Council will prepare a movement and wayfinding plan that supports the easy and efficient movement of people and vehicles in and around the river corridor.	Unfunded - Progressed should funding become available
	Preparing a river marketing plan Council will prepare a focused river marketing plan to help build broader awareness and support visitation.	Unfunded - Progressed should funding becomes available
	Supporting day-to-day experience and progressing existing social, cultural environmental, economic and flood management strategies and plans. Council will continue day-to-day management, servicing and maintenance of the river corridor, which is critical to the community's experience. Council will also continue to implement issue-specific strategies and plans under way that protect, revitalise, activate and connect people with the river and move us towards the long term vision.	Mix: Unfunded - Progressed should funding become available / Funded through existing resources

5 Amendment to Voluntary Planning Agreement for Orchard Hills North Stages 4A, 5 and 6 - Legacy Property

Compiled by: **Madison McGlynn, Senior Planner**
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: **Orchard Hills North Voluntary Planning Agreement Alternative Security Arrangement Request- Policy and Strategy Committee - 11 May 2026**
Draft VPA for Stage 1 and 2 of Legacy Property development in Orchard Hills North- Ordinary Meeting - 28 Apr 2025
Amendment to Voluntary Planning Agreement for Orchard Hills North - Legacy Property- Ordinary Meeting - 27 Oct 2025

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

Proponent and Landowner: Legpro Orchard Hills Pty Ltd

Executive Summary

The purpose of this report is to seek Council's endorsement to publicly notify a draft deed of variation (the Deed) to amend the Voluntary Planning Agreement (VPA) between Council and Legpro Orchard Hills (Legacy Property), to extend the VPA to include stages 4a, 5 and 6 of Legacy Property's Orchard Hills North (OHN) development.

The draft deed seeks to facilitate the delivery of infrastructure and the dedication of land identified within the Orchard Hills North Contributions Plan (OHN CP) to support approved development applications for Stage 4a (DA/0431) and Stages 5 and 6 (DA24/0536). The infrastructure proposed include roadworks, including Kingswood Road realignment and Castle Road, shared paths and 2ha of open space.

Legacy Property's development will continue to expand as future stages are considered for approval. The VPA will continue to be amended to incorporate future stages.

The proposed amendment includes the alternative approach to security, that was endorsed by Council at the Ordinary meeting of 25 May 2026, which results in all works items being tied to the release of subdivision certificates.

The draft deed has been reviewed against the OHN CP, and Penrith's Developer Infrastructure Agreements Policy (PDIAP) and found to be consistent and acceptable. This VPA will facilitate the construction of a new release area. A copy of the draft deed and VPA is provided as Attachment 1 to this report.

Background

Legacy Property is the major landowner in OHN, proposing to develop 28 properties across 15 stages. This will result in a development yield of approximately 1,500 residential lots and 2.2ha of non-residential development.

Council entered a VPA with Legacy Property for stages 1 and 2 of OHN on 4 August 2025. The first amendment to the VPA, to include stage 3, was executed on 8 December 2025. This report seeks endorsement for the 2nd amendment to the VPA.

Council officers have worked with Legacy Property to ensure that as development applications are progressed, each stage is supported by the required infrastructure, through the negotiation of offers to enter into a VPA that are consistent with the OHN CP and the PDIAP. The VPA replaces the payment of development contributions for each stage. In lieu of paying development contributions, the developer delivers infrastructure works (such as roads, stormwater infrastructure and open space) and dedicates this land in accordance with the OHN CP.

Development Status

To date, 5 stages of residential development have been approved in OHN:

- Stage 1 (DA23/0969) – 89 lots - completed
- Stage 2 (DA24/0041) – 72 lots - completed
- Stage 3 (DA24/0085) – 155 lots – nearing finalisation
- Stage 5 and 6 (DA24/0536) – 193 lots – bulk earthworks commenced

Stage 4a (DA/0431) is a non-residential stage and bulk earthworks have commenced.

Development applications for Stages 6a and 7 residential development are currently under assessment with Council. A letter of offer to support stage 6a is currently under assessment. Offers to support the other stages are expected to be lodged with Council shortly.

In addition, pre-lodgement meetings have been held for future DA's regarding later stages and key infrastructure items identified in the OHN CP. Importantly, the VPA and future amendments will enable infrastructure to be delivered on behalf of Council, consistent with the CP.

Stage 5 and 6 DA24/0536 was approved on 15 December 2025. A condition of consent requires a VPA be executed and registered on title prior to the release of a subdivision works certificate for any approved works, excluding those required for bulk earthworks and preliminary site preparation works.

Draft Amendment to the VPA

An offer to amend the VPA to incorporate Legacy Property's Stage 4a, 5 and 6 development was accepted on 9 December 2025, after endorsement through the Local Infrastructure Contributions Working Group (LICWG).

Legacy provided a draft deed and amendment to the VPA on 15 April 2026, which was reviewed by Council's legal representatives HWLE, who have overseen the drafting of the OHN VPA to date.

The value of the works to be delivered under the proposed amendment is approximately $27 million. In summary, the draft VPA seeks to deliver:

1. Infrastructure items within the OHN CP that applies to Stages 4a, 5 and 6 ($6.8 million), including:
    a. Roadworks
    b. Open space
    c. Shared paths
2. Land dedication for infrastructure items delivered through the VPA ($14.4 million)
3. Administration payment and District Open Space contributions ($312,768)
4. Payment of residual development contributions (approx. $17.2 million), unless the VPA is amended to include additional infrastructure and stages

Assessment of the Draft Amendment to the VPA

The PDIAP guides Council, developers and the community on matters to consider when assessing and accepting a VPA.

Overall, the land dedication and infrastructure proposed are in accordance with the schedule of works within the OHN CP and the proposed amendment provides a suitable mechanism for the delivery of supporting infrastructure for stages 4a, 5 and 6 of Legacy's development within the precinct.

The values of infrastructure and land within the draft VPA are consistent with the finalised OHN CP.

Development Contributions, Offsets and Credits

The VPA replaces the payment of development contributions for each stage. In lieu of paying development contributions, the developer delivers infrastructure works (such as roads, stormwater infrastructure and open space) and dedicates this land in accordance with the OHN CP.

The value of infrastructure and land delivered for each stage may be greater or lesser than the required development contributions. Currently, the total value of works and land under the VPA are less than the required development contributions by $12.1 million. The VPA manages this by recognising there will be a residual development contribution. This residual amount is required to be paid prior to the release of the first residential subdivision certificate for stage 3.

With the inclusion of stages 4a, 5 and 6, the total value of development contributions payable across all stages of development remains greater than the total value of infrastructure and land to be dedicated. As a result, a residual development contribution of $17.2 million remains payable. This is to be paid prior to the release of lots for stages 5 and 6, unless the VPA is amended to include additional infrastructure and stages.

It is expected that by stage 7 and 8 of the development, where substantial infrastructure works are proposed, that the residual development contributions will be completely reduced, and that Legacy Property are likely to be in a contribution credit position.

Infrastructure Delivery and Land Dedication

The proposed amendment secures the delivery and dedication of works and land. Officers have worked with Legacy to develop suitable delivery triggers to ensure that the staging and delivery of infrastructure is orderly and sufficient in supporting the proposed development of Stages 4a, 5 and 6 within the precinct.

Road works are generally required to be delivered prior to the release of the subdivision certificate for the stage they relate to. The open space is to be delivered within 12 months of the first residential subdivision certificate for stages 5 & 6, and prior to any other residential subdivision certificate on legacy owned land in the precinct.

Security

The proposed amendment ensures that the agreement is registered on title of all land owned by Legacy Property, the inclusion of a provision enabling Council to compulsorily acquire land to be dedicated for $1, and the triggers for delivery of infrastructure within the contribution schedule enables the ability for the restriction of release of certificates until the required obligations have been satisfied.

Council endorsed an alternative security arrangement for future amendments to the OHN VPA at its Ordinary meeting of 11 May 2026, which involves replacing the need for bank guarantees to secure infrastructure works with restricting the release of subdivision certificates for each relevant stage. As such, no bank guarantees are proposed to be required, apart from a maintenance bond for the open space works.

Financial Implications

The proposed amendment ensures that the residual monetary contribution is to be paid prior to the release of the first residential SC for stages 5 and 6, unless the VPA is amended to include additional infrastructure and stages which offset the residual payment. It is noted that stage 4a does not require monetary contributions as this site is solely for the delivery of Open Space 8.

While Legacy is providing the enabling infrastructure to support their development within the precinct, there are additional infrastructure items in the OHN CP which Council will have to deliver in the future.

As the VPA facilitates infrastructure delivery in lieu of monetary contributions, Council may not be in receipt of a monetary contribution until the later stages of development. While it is not anticipated for these items to be required prior to Council being in receipt of monetary contributions under the CP, should the infrastructure items be required to unlock land for development, Council will have the ability to borrow from an existing development contribution plan or loan fund the infrastructure items.

Risk Implications

The provision of infrastructure and the dedication of land through the draft amendment is consistent with the staged approach to DAs and appropriate triggers and mechanisms are in place to withhold the release of residential subdivision certificates should infrastructure not be delivered by the agreed upon time.

Next Steps

Should Council endorse the draft amendment for public notification, it will be placed on public notification for 28 days in accordance with the *Environmental Planning and Assessment Regulation 2021* and the PDIAP. Notification will include publishing the draft amendment on Council's Your Say page and the Department of 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 amendment, 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 amendment will be executed.

Conclusion

The proposed amendment to the VPA for Legacy Property's development in OHN represents a significant step forward in facilitating the delivery of essential infrastructure and land dedication to support Stages 4a, 5 and 6 of the precinct. The amendment aligns with the OHN CP and PDIAP and reflects Council's commitment to ensuring orderly and well-supported urban growth.

The amended VPA provides a clear framework for Legacy's contributions and future development within the precinct. It also establishes a pathway for ongoing collaboration between Council and Legacy, enabling future amendments to be negotiated and finalised in a transparent and consistent manner.

Council's endorsement of the draft deed and amendment will support the timely delivery of infrastructure and housing in OHN, ensuring that development proceeds in a way that benefits the community and aligns with strategic planning objectives.

RECOMMENDATION

That:

1. The information contained in the report on Amendment to Voluntary Planning Agreement for Orchard Hills North Stages 4A, 5 and 6 - Legacy Property be received.
2. Council endorse for notification the draft deed of variation to the Voluntary Planning Agreement for Orchard Hills North provided as Attachment 1 to this report.
3. A further report be prepared for Council following the notification of the draft deed of variation, if submissions are received that relate directly to specific matters negotiated for the VPA and amendments to the draft amendment are proposed.
4. Council endorse the draft deed of variation for execution, where no submissions are received or submissions received do not relate to specific matters negotiated in the draft amendment, during the notification period or no amendments are proposed.
5. If the draft deed of variation is to be executed, Council authorises the General Manager to finalise and sign the deed of variation and make any minor amendments where necessary (e.g. typographic errors, incorrect clause references, 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 documents in relation to this matter.

ATTACHMENTS/APPENDICES

1.	Draft Deed of variation to Voluntary Planning Agreement for Orchard Hills North	88 Pages	Attachments Included

6 Penrith CBD Corporation - 2026-2027 Business Plan

Compiled by: **Tim Lihou, City Economy Program Manager**
Angelique Harslett, Economic Partnerships Lead

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

Outcome	*Shape our growing city*
Strategy	*Grow and support a thriving local economy*
Principal Activity	*Attract investment and grow jobs*

Previous Items: **City Centre Corporations Service Level Agreements 2024-2027- Ordinary Meeting - 27 May 2024**

Executive Summary

The Penrith CBD Corporation has submitted its Business Plan for the 2026-2027 financial year. The proposed actions align with the Service Level Agreement (SLA) and will support key stakeholders, including businesses, property owners and residents in the Penrith City Centre. This report provides an overview of the plan summitted.

As per the SLA endorsed by Council at the Ordinary Meeting held on 27 May 2024, the Business Plan of the Penrith CBD Corporation is presented to council in advance of the financial year in which it is intended to be delivered. This Business Plan marks the third in the Triennial Service Level Agreement and Business Plan cycle.

The outcomes for the previous financial year 2025 - 2026 will be reported and presented to Council for endorsement in October 2026.

A Triennial Review will be initiated in 2026 to assess performance and to determine the future goals, objectives, key performance indicators for a proposed new 3-year agreement, subject to endorsement by Council.

This report recommends that Council receive the Business Plan for Financial Year 2026-2027 for the Penrith CBD Corporation.

Background

In 2013, Penrith City Council created the Penrith CBD Corporation (PCBDC) and St Marys Town Centre Corporation (SMTCC) to replace the previous city/town centre associations with separate and legally incorporated entities. The purpose was to provide localised, centre focussed initiatives to support attract investment and support local businesses.

Council and the City Centre Corporations enter into Service Level Agreements every three years. This process requires a Triennial Business Plan that articulates their overall strategic direction, with an annual report to Council on their progress against key performance indicators and other performance metrics.

At its 27 May 2024 Ordinary Meeting, Council endorsed a Key Performance Indicator Framework (KPI) which was informed by the Triennial Impact Review of the Corporations undertaken in 2023.

Financial Year 2026 - 2027 marks the end of the Triennial Business Plan cycle, and a Triennial Review will be initiated in 2026. The findings of this Triennial review will inform the next SLA for the 2027-2030 period. The focus of this report is the 2026-27 Business Plan.

Penrith CBD Corporation – Business Plan 2026-2027

The attached 2026–2027 Penrith CBD Corporation Business Plan outlines its approach to strengthening a vibrant, resilient and economically active Penrith CBD through five core pillars: governance, collaboration, place, activation and promotion. The plan outlines governance and structured planning for accountability, financial discipline and performance tracking. It then emphasises deepening collaboration with Council, stakeholders and local businesses through engagement, networking, workshops and grass root level implementation.

A greater focus of the 2026-27 Business Plan, compared to prior year, is enhancing place appeal by improving streetscapes, supporting shopfront upgrades and delivering seasonal decorations to create a more attractive and welcoming environment to entice customers to visit and spend more with businesses located in the Penrith City Centre. This is complemented by targeted activation - events and initiatives designed to increase foot traffic, stimulate economic activity and strengthen community connections.

Finally, the plan drives visibility and engagement through marketing, digital promotion, communications and branding initiatives that showcase local businesses and encourage people to shop, dine and spend time in the CBD, ultimately reinforcing Penrith's position as a key destination ahead of the Western Sydney International Airport opening.

The Corporation will continue the delivery of business-to-business networking events such as the monthly Coffee Catch-ups and quarterly Twilight Networking events, as well as an annual 'Property Owners Information Night' to showcase major developments in the Penrith City Centre and alignment to regional strategic positioning and opportunities.

In accordance with the 3-year Service Level Agreement (SLA), the Penrith CBD Corporation's Business Plan for 2026-27 is provided in Attachment 1.

The KPIs for the period of 2026-27 are outlined in the attached business plan. On review by Council Officers, the KPIs listed therein align with the intent of the KPIs outlined in the 3-year SLA. Year on year (2025/26 to 2026/27) analysis lends towards adoption of KPIs which lead to greater emphasis on quality interactions with stakeholders over quantity driven matrices. A greater emphasis on place appeal can also be noted year on year, which is aligned with the intent of the SLA. Actions outlined in the 2026/27 Penrith CBD Corporation Business Plan align the objectives in the in SLA endorsed by Council in May 2024.

Financial Implications

Council collects funds under the Business Sub-Category Rate and pays the Rates collected to the Corporations in accordance with their Triennial Service Level Agreement so that it can fulfil the objectives and agreed outcomes of the city centres.

Penrith City Council's 2026-27 Operational Plan proposes a continuation of Business Sub-category rates to fund the Penrith CBD Corporation activities outlined in the Business Plan submitted for the 2026-27 financial year.

In 2026-2027, to undertake the proposed activities as outlined in their KPIs and Business Plan, the Penrith CBD Corporation will receive a contribution of $556,254 plus GST ($611,879 inclusive of GST). This contribution is based on the amount raised by the respective Business Subcategory Rate for the defined geographical centre.

As per the service agreement, one quarter of the funding is paid at the commencement of each financial year, with the remainder being paid following the endorsement of the previous years annual report and audited financial statements (SLA 2024-2027). The Penrith CBD Corporation has submitted its Annual Business Plan for the 2026-27 financial year. The Annual Report and Audited Financial Statements for 2025-26 are to be reported to Council in October 2026.

Note that the purpose of this report is not to assign or approve funding as this was endorsed by Council at the Ordinary Meeting held on 27 May 2024 in accordance with the Service Level Agreement.

Risk Implications

The Service Level Agreement and Key Performance Indicator Framework endorsed by Council at the Ordinary Meeting on 27 May 2024 provides a clear framework as to the expectations and intended deliverables of the City Centre Corporation and Council, in the responsible management of public funds for the benefit of the Penrith City Centre. The 2026-27 Business Plan submitted by Penrith CBD Corporation provides Council with an overview of proposed activities that align with the principles of the 2024-27 Service Level Agreement. The Annual Report and Audited Financial Statements for 2025-26 are compiled by the Penrith CBD Corporation and scheduled to be reported to Council in October 2026.

Conclusion

The Penrith CBD Corporation has submitted its Annual Business Plan for the 2026-27 financial year. This is included as Attachment 1.

The Annual Report and Audited Financial Statement of the Penrith CBD Corporation for the 2025-26 Financial Year is due to be reported to Council in October 2026.

The Annual Business Plan of the Penrith CBD Corporation is a key plan required to ensure compliance with the Service Level Agreement and Key Performance Indicator Framework endorsed by Council at the Ordinary Meeting on 27 May 2024. The proposed actions align with the SLA and will support key stakeholders, including businesses, property owners and residents in the Penrith City Centre.

RECOMMENDATION

That the information contained in the report on Penrith CBD Corporation - 2026-2027 Business Plan be received and noted.

ATTACHMENTS/APPENDICES

1. Penrith CBD Corporation Business Plan 2026-2027 20 Pages Attachments Included

7 Planning Proposal for an Additional Permitted Use- Exhibition Village - Glenmore Park Stage 3 - (HomeWorld)

Compiled by: **Fathima Shajar, Planner**
Evie Wikaira-Paul, Planner
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 our strategic framework and vision are contemporary and guide land use planning to meet the needs of our community and growing population*

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

Proponent: Homeworld Group Pty Ltd

Subject Land: 2183 The Northern Road, Mulgoa – Lot 5001 DP 1312559

Executive Summary

Council is in receipt of a Planning Proposal for land at 2183 The Northern Road, Mulgoa (the site). The Planning Proposal seeks to amend Schedule 1 of Penrith Local Environmental Plan 2010 (LEP 2010) to permit an exhibition village as an additional permitted use on certain land zoned R2 Low Density Residential within the Glenmore Park Stage 3 precinct.

The proposal will facilitate an exhibition village comprising 94 display homes and associated visitor facilities for a period of approximately five years. Following this period, the dwellings are intended to transition to permanent residential occupation consistent with the underlying zoning.

While exhibition homes are permissible in the R2 zone, an exhibition village is not. The proposal therefore represents a departure from the intended low density residential character due to its visitor-based and commercial nature. This is balanced by the temporary nature of the use and its role in supporting housing delivery within the Glenmore Park Stage 3 and future Orchard Hills release areas.

The proposal is expected to generate short-term economic benefits, including employment associated with construction and operation, as well as increased visitor activity to the area. The consolidation of display homes in a single location will support housing market activity and assist in the delivery of housing across surrounding growth areas. In this regard, the proposal contributes to the broader economic function of the Penrith Local Government Area by supporting housing-related economic activity within a key growth corridor.

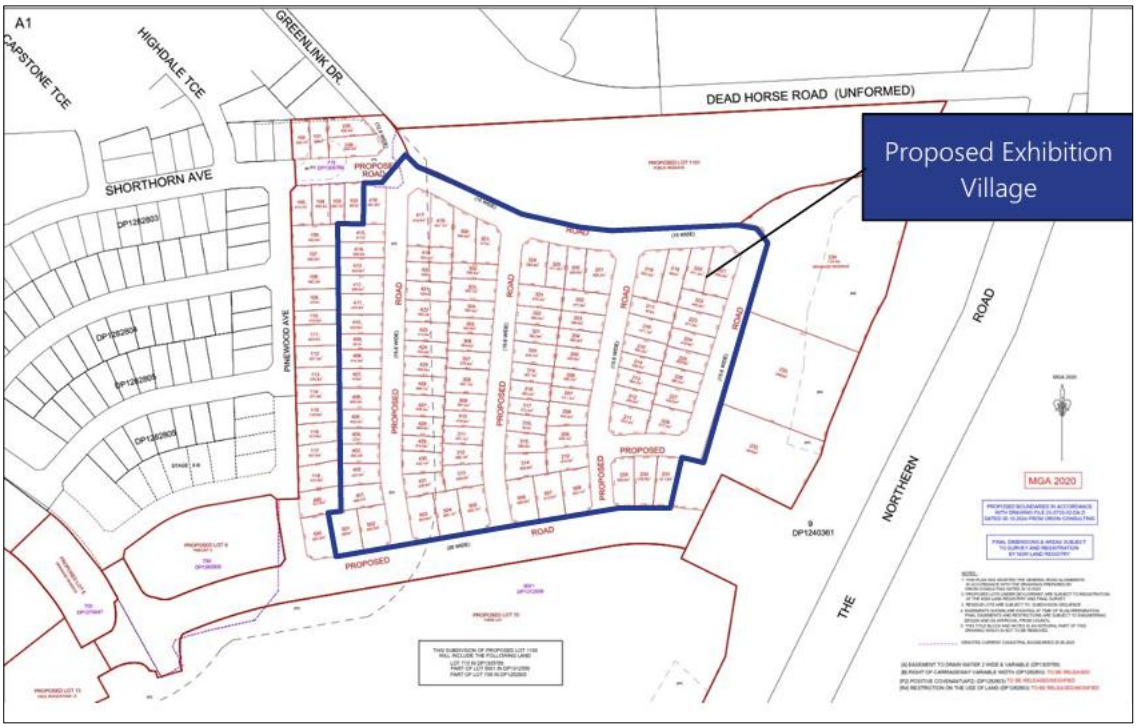
An assessment of the Planning Proposal has been undertaken by Council officers. The Planning Proposal is considered to demonstrate sufficient strategic and site-specific merit and is supported. The Planning Proposal is also supported by the Local Planning Panel (LPP).

This report recommends that Council endorse the Planning Proposal to be forwarded to the Minister for Planning and Public Spaces with a request to issue a Gateway Determination. This report also requests that Council be issued Delegation to be the local plan making authority.

A copy of the Planning Proposal is provided in Attachment 1.

Background

The subject site is located at 2183 The Northern Road, Mulgoa and forms part of the Glenmore Park Stage 3 (GP3) release area. The site has an area of approximately 5.4 hectares and is zoned R2 Low Density Residential under LEP 2010. The map below shows the location of the proposed exhibition village.



The site forms part of land known as Glenmore Park Stage 3, that was rezoned for urban development in June 2023, which enabled the delivery of approximately 2,153 dwellings alongside supporting infrastructure.

A Development Application (DA25/0480) for the subject site is currently under assessment for a staged Torrens title subdivision comprising 122 residential lots, roads and associated infrastructure. Subject to approval, 94 of these lots are proposed to be used for an exhibition village.

A pre-lodgement meeting was held with Council and Home World in December 2025, at which council officers advised that a Planning Proposal to amend Schedule 1 of LEP 2010 was a potential planning pathway to facilitate the proposed use.

HomeWorld delivers large scale exhibition villages across Greater Sydney to provide individuals who are considering building a new home an opportunity to physically experience brand new homes and potential floor plans. Each HomeWorld village exhibits display homes from several building companies to give individuals a chance to compare companies and

experience many different designs. Similar HomeWorld display home villages are located in Box Hill, Leppington, Oran Park, Thornton and Warnervale.

Current Situation

A Planning Proposal was formally lodged by HomeWorld on 29 April 2026, seeking to amend Schedule 1 of LEP 2010 to permit an exhibition village on part of the subject land through a site-specific Additional Permitted Use.

The exhibition village is proposed to operate for a period of approximately five years, after which the dwellings will transition to permanent residential occupation, consistent with the R2 zone. The temporary nature of the use will be reinforced through the Development Application process, including appropriate conditions of consent.

The Planning Proposal is broadly consistent with the strategic planning framework, including the Greater Sydney Region Plan, Western City District Plan, Draft Sydney Plan, Penrith Local Strategic Planning Statement and Penrith Local Housing Strategy. The site is located within a designated release area intended to accommodate significant residential growth, and the exhibition village will support the delivery of housing within this corridor.

While the exhibition village is not ordinarily consistent with the residential nature of the R2 zone, due to its visitor based, commercial nature, there are a number of considerations that make the proposal suitable. The proposed commercial use is temporary, and the site will eventually transition to traditional residential occupation, supporting the overall housing market of the Penrith LGA. The specific subdivision is located close to good transport connections with The Northern Road and the proposed collector road into the precinct. An exhibition village of this scale will draw tourists and those wishing to build new homes, benefitting the Penrith LGA, and local businesses in the area due to increased economic activity.

A Traffic and Parking Assessment has been submitted in support of the proposal. At a strategic level, the surrounding road network is considered capable of accommodating the anticipated traffic generation. Detailed traffic and access arrangements will be assessed at the Development Application stage.

As a part of the Development Application (DA25/0480), new roads will be delivered that will support the development and operation of the proposed exhibition village. Further, it is proposed that all new roads will provide a 1.5 metre wide footpath on both sides of the road to support pedestrian movement. Entry to the exhibition village will be provided to the site via an entry boulevard from The Northern Road, which will also be construction under the Development Application.

Amenity impacts are not expected to be significant at a strategic level, having regard to the controlled nature of the use, defined operating hours and on-site management measures. The proposal is not expected to generate demand for permanent local infrastructure, as there is no permanent residential population associated with the temporary use. As the proposed exhibition village is self-contained and separated from existing and proposed residential uses in the area, it is considered unlikely that the development will adversely affect local amenity and infrastructure.

The proposal is expected to generate short-term economic benefits. The proposed exhibition village is expected to support 40 full time sales staff during the week, and up to 80 staff on the weekend, while further staff will also be needed to service the precinct in ways such as the cleaning and maintenance of the site providing important employment opportunities for

individuals of the Penrith LGA. In addition, the proposal will increase visitor activity in the area, which will benefit other local businesses.

The exhibition village will also support the Penrith housing market, as it may encourage visitors to purchase housing in the LGA, due to their experience of the site. Areas that may be positively impacted include the wider Glenmore Park Stage 3 and future Orchard Hills release areas.

Local Planning Panel Advice

On 10 June 2026, the Planning Proposal was presented to the LPP for advice. The LPP considered the Planning Proposal and the preliminary assessment prepared by Council officers and recommended that the Planning Proposal be progressed through to the Gateway stage, as it is consistent with the state and local strategic plans. A copy of the LPP's advice is provided at Attachment 2.

Financial Implications

There are no direct financial implications for Council arising from this Planning Proposal. Costs associated with the public exhibition of the Planning Proposal will be borne by the proponent.

The economic benefits from the location of a HomeWorld in Penrith LGA are noted, including growth to the area's visitor economy, attracting homebuyers to the region and increasing job growth.

Risk Implications

Potential risks associated with the proposal include traffic, amenity impacts and the temporary nature of the use within a residential zone.

Based on an analysis of traffic and customer patronage on the HomeWorld village located at Box Hill, completed by the proponent, it was determined that traffic generated by the proposed exhibition village will not have detrimental effects on the existing or the proposed road network and associated intersection performance during peak periods due to the off peak nature of the proposed opening hours of the exhibition village (10am to 5pm). Further, 273 parallel parking spaces are expected to be provided as a part of the development to provide for the visitors to the site.

It is expected that there will be few impacts to amenities due to the exhibition villages appears as a self-contained and separate precinct. It is not anticipated that the exhibition village will place a strain on existing or future amenities.

The temporary nature of the exhibition village mitigates any potential long-term risks. When the exhibition village is at the end of its life cycle, which is expected to be approximately 5 years, the display homes will be sold to the public for residential uses.

These risks are considered manageable and will be addressed through detailed assessment at the Development Application stage and appropriate conditions of consent.

Next Steps

Should Council endorse the recommendations in this report, the Planning Proposal will be forwarded to the Minister for Planning and Public Spaces with a request for a Gateway determination.

The Planning Proposal will then be assessed by the Department of Planning, Housing and Infrastructure. If a Gateway Determination is issued, the Planning Proposal will be publicly exhibited in accordance with the conditions of the determination.

Following public exhibition, a further report will be presented to Council outlining submissions and any recommended amendments.

Conclusion

Council is in receipt of a Planning Proposal which seeks to amend LEP 2010 to permit an exhibition village as an additional permitted use at 2183 The Northern Road, Mulgoa.

The proposed exhibition village, delivered by HomeWorld Group Pty Ltd, is suitable for the specific location and will provide a boost to Penrith's visitor economy. The proposal will also support employment growth and will stimulate local economic activity due to the expected influx of visitors to the Penrith Local Government Area. The exhibition village will also support housing delivery, as after the village finishes its life cycle of approximately 5 years, the display homes will revert to market housing in line with the intended residential character of the R2 zone.

The Planning Proposal demonstrates sufficient strategic and site-specific merit and is supported.

RECOMMENDATION

That:

1. The information contained in the report on the Planning Proposal for an exhibition village at 2183 The Northern Road, Mulgoa be received.
2. Council endorse the Planning Proposal (Attachment 1) to be forwarded to the Minister for Planning and Public Spaces requesting a Gateway Determination. The submission will include a request to issue Council with Delegation to be the local plan making authority.
3. The General Manager be granted delegation to make any necessary minor amendments to the Planning Proposal:
    a. prior to submission to the Department of Planning, Housing and Infrastructure
    b. in response to any requirements of the Gateway Determination, and
    c. prior to public exhibition;
4. The Planning Proposal be publicly exhibited in accordance with the Gateway Determination and legislative requirements, and
5. A further report be presented to Council following public exhibition.

ATTACHMENTS/APPENDICES

1.	Planning Proposal - Exhibition Village, Glenmore Park Stage 3 - Homeworld	21 Pages	Attachments Included
2.	Penrith Local Planning Panel Report and Advice – Exhibition Village APU (HomeWorld) – 2183 The Northern Road, Mulgoa	8 Pages	Attachments Included

8 Draft Deed of Novation for LOG-NE VPA in relation to Lot 90 Aldington Road

Compiled by: **Caroline Ayling, Planner - Contributions**

Natalie Stanowski, City Planning Coordinator

Authorised by: **Andrew Jackson, Director Planning and Regulatory Services**

Christine Gough, Head of City Planning

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: **VPA for the delivery of road widening and upgrade works for Aldington Road, Kemps Creek- Ordinary Meeting - 26 Aug 2024**

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

Landowners: Stockland Development Pty Limited and Fife Land 3 Pty Limited in its capacity as trustee of the Fife Land 3 Trust

Purchaser and transferee: Stockland KC DC Pty Ltd as trustee for StockEdge Kemps Creek Land Trust

Executive Summary

The purpose of this report is to seek Council's endorsement to execute a deed of novation for an existing voluntary planning agreement (VPA), between Council and Landowners Group North East, known as LOG-NE, which facilitates road widening and upgrades on Aldington Road in Kemps Creek.

The VPA sets out mechanisms for the timing and delivery of a significant part of Distributor Road 1, as identified in the *Mamre Road Precinct Development Contributions Plan 2022 Amendment 1*. The VPA enables road works, the dedication of land for use as a public road and the offsetting of development contributions with credits for works and land dedication. These road works are currently underway.

On 30 April 2026, a landowner of Lot 90 Aldington Road notified Council of their intention to transfer this lot to a related corporate entity, in line with requirements under Clause 12.2 of the VPA. Consistent with the VPA, a draft deed of novation was sought and signed by the prospective transferee being Stockland KC DC Pty Ltd as trustee for StockEdge Kemps Creek Land Trust.

The draft deed of novation has been prepared in accordance with the adopted *Penrith Developer Infrastructure Agreements Policy* (the PDIAP). The proposed novation will not impact the delivery of works under the VPA.

This report recommends that Council endorse the draft deed of novation for execution by Council's General Manager.

Background

On 1 July 2025, Council entered into the LOG-NE VPA for the delivery of road widening, associated land dedication and upgrade works to Aldington Road in Kemps Creek. The total value of the proposed roadworks was at the time approximately $50 million and land dedication approximately $13 million.

The multiple parties of LOG-NE are known in the VPA as SFKC, SFL3, SFL2, Frasers Landowner and Frasers.

The VPA relates to twelve subject sites along Aldington Road and multiple development consents, most significantly State Significant Development SSD-10479 which provides consent for the road works.

Requirements for Novation

Section 4.19 of the PDIAP requires that a developer must not have any transfer dealings with a site subject to a VPA unless the proposed purchaser enters in a novation deed. The PDIAP also requires that the relevant VPA contains provisions to enable novation. In this case, both of those requirements have been met.

Clause 12.2 of the LOG-NE VPA addresses requirements for the sale or transfer of land. This clause requires Council to be satisfied that the proposed transferee is financially capable of complying with the obligations of the VPA.

As the VPA anticipates novation and contains provisions for it, entering into this deed does not constitute an amendment to the VPA. As such, public notification is not a requirement. This advice has been provided by Council's Legal Services team.

Current Situation

On 30 April 2026, Council was notified in writing by Fife Developments Pty Limited that the co-owners of Lot 90 Aldington Road intend to transfer ownership to a related corporate entity. The landowners indicated their intention to novate their rights and obligations under the VPA to the transferee, in accordance with Clause 12.2 of the VPA and in Section 4.19 of the PDIAP.

The transferee, Stockland KC DC Pty Ltd, is a new corporate entity which was registered on 17 April 2026. It is a wholly owned subsidiary of Stockland Corporation Limited. In assessing the financial viability of the transferee, Council's Financial Services team reviewed the financial reports of the ultimate holding company Stockland Corporation Limited. This is because, as a new entity, the transferee has no financial reports available to review. Council's Financial Services team has indicated they are comfortable with the financial viability of the ultimate holding company.

Council's Legal Services team has advised that the draft deed ensures security is in place for the works, while the VPA provides the ability for Council to compulsorily acquire the land if it not dedicated to Council as required.

The draft deed of novation has been prepared in accordance with the PDIAP and Clause 12.2 of the VPA.

Financial Implications

The execution of the draft deed of novation will ensure that the provisions of the VPA can be upheld, with its terms and obligations remaining in place and being transferred to the purchaser. There are no additional financial obligations.

Risk Implications

If the deed of novation is not executed, there will be no formal agreement between Council and the new landowner to uphold the executed VPA. While the VPA is registered on the title of the subject site, holding an executed formal agreement with the landowner strengthens Council's position in enforcing obligations.

The VPA requires each landowner or applicant to provide security for the works and contribution obligations. Should the draft deed of novation be endorsed by Council, new securities will be provided by the transferee. Upon receipt of new securities, the existing securities will be released to the outgoing landowners.

The security provisions remain in the VPA and mitigate any risk of non-delivery of works during construction. Careful monitoring of the obligations of the VPA is undertaken which mitigates any potential risks.

Conclusion

A draft deed of novation has been prepared to transfer the required obligations of the VPA to the purchaser of Lot 90 Aldington Road. It is recommended that Council resolve to endorse the draft deed of novation for the LOG-NE VPA to enable the terms and obligations of the VPA to be transferred to the new owner. Should Council endorse the draft deed, it will be executed by Council's General Manager.

RECOMMENDATION

That:

1. The information contained in the report on Draft Deed of Novation for LOG-NE VPA in relation to Lot 90 Aldington Road be received.
2. Council endorse Annexure – Draft Deed of Novation for LOG-NE VPA for execution by the General Manager and authorise the General Manager to make any minor amendments where necessary to ensure its legality, including typographic errors, dates or similar.
3. The Common Seal of the Council of the City of Penrith be affixed to all documents as required, and the General Manager be authorised to sign all necessary legal documents in relation to this matter.

ATTACHMENTS/APPENDICES

1. Draft Deed of Novation for LOG-NE VPA 17 Pages Attachments Included

9 St Marys Town Centre Corporation - 2026-2027 Business Plan

Compiled by: **Tim Lihou, City Economy Program Manager**
Angelique Harslett, Economic Partnerships Lead

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

Outcome	*Shape our growing city*
Strategy	*Grow and support a thriving local economy*
Principal Activity	*Attract investment and grow jobs*

Previous Items: **City Centre Corporations Service Level Agreements 2024-2027- Ordinary Meeting - 27 May 2024**

Executive Summary

The St Marys Town Centre Corporation Limited (SMTCC) has submitted its Business Plan for the 2026-2027 financial year. The proposed actions will support key stakeholders, including businesses, property owners and residents in the St Marys Town Centre. This report provides an overview of the plan submitted.

As per the Service Level Agreement (SLA) endorsed by Council at the Ordinary Meeting held on 27 May 2024, the Business Plans of each Corporation are presented to council in advance of the financial year in which they are intended to be delivered. This Business Plan marks the third in the Triennial Service Level Agreement and Business Plan cycle (2024-2027).

The outcomes for the previous financial year 2025 - 2026 will be reported and presented to Council for endorsement in October 2026.

A Triennial Review will be initiated in 2026 to assess performance and to determine the future goals, objectives, key performance indicators for a proposed new 3-year agreement, subject to endorsement by Council.

This report recommends that Council receive the Business Plan for the Financial Year 2026-2027 for the St Marys Town Centre Corporation.

Background

In 2013, Penrith City Council created the Penrith CBD Corporation (PCBDC) and St Marys Town Centre Corporation (SMTCC) to replace the previous city/town centre associations with separate and legally incorporated entities. The purpose was to provide localised, centre focussed initiatives to support attract investment and support local businesses.

Council and the City Centre Corporations enter into Service Level Agreements every three years. This process requires a Triennial Business Plan that articulates their overall strategic direction, with an annual report to Council on their progress against key performance indicators and other performance metrics.

At the 27 May 2024 Ordinary Meeting, Council endorsed a Key Performance Indicator Framework (KPI) which was informed by the Triennial Impact Review of the Corporations undertaken in 2023.

Financial Year 2026 - 2027 marks the end of the Triennial Business Plan cycle, and a Triennial Review will be initiated in 2026. The findings of this Triennial review will inform the next SLA for the 2027-2030 period. The focus of this report is the 2026-27 Business Plan.

St Marys Town Centre Corporation Business Plan 2026-2027

The SMTC 2026–27 Business Plan outlines the key priorities and actions for the year to "help stimulate and support the growth of Town Centre Businesses through a range of operational activities, events and improvement projects". It continues a structured approach to supporting the economic and social performance of the St Marys Town Centre through the three core pillars of placemaking, prosperity and connectivity identified in their Strategic Business Plan 2024-2027 and presented to Council in June 2024. This approach focuses on improving the physical environment, supporting and diversifying the business base, and increasing engagement, visibility and visitation. These objectives are implemented through defined mechanisms including stakeholder engagement processes (e.g. business walkabouts, events, communications and workshops) to inform program design and delivery, and a coordinated program of projects and initiatives outlined in the Annual Plan.

Key activities include public realm improvements such as façade upgrades and public art, as well as building on prior success of activation and marketing programs comprising events, festivals and digital campaigns to promote the centre. These are supported through allocated funding across operations, governance, marketing and events, and targeted project funding for streetscape works, research and promotional activity. One new inclusion in the schedule of proposed activities is the development of a Precinct Pulse dashboard with the intent to capture business sentiment.

The Business Plan and Annual Plan are consistent with the strategic intent of the SLA 2024-2027. They align to the same themes of placemaking, business activation, promotion, and stakeholder engagement, and demonstrate a program of delivery that supports the revitalisation objectives for the St Marys Town Centre. The St Marys Town Centre Corporation will continue to report on the KPIs set out in the Service Level Agreement.

The Corporation's 3-year strategic plan for 2024-2027 is provided at Attachment 1 and Business Plan for 2026-27 is provided at Attachment 2.

St Marys Town Centre Corporation - Surplus Funds

Council has noted over several years a significant amount of unspent surplus funds held as cash surplus by the St Marys Town Centre Corporation. The St Marys Town Centre Corporation has carried forward the breakdown of their Surplus Funds Budget allocation to spend surplus funds of $230,000 in the 2026-27 Business Plan.

St Marys Town Centre Corporation committed to several projects to utilise the available surplus funds balance. The most significant project is the East Lane Shade Sail project for an allocated $150,000 with a preferred supplier having been selected in 2025. Completion of works had previously been reported to be expected in the 2025-26 financial year. At this stage, the project is yet to be delivered, and Council are assisting SMTCC to review the future of the project.

The Corporation's Annual Report and Audited Financial Statements for the 2025-26 financial year will be reported to Council in October 2026, which will provide updated information on the financial position and status of surplus fund expenditure of the Corporation.

Financial Implications

Council collects funds under the Business Sub-Category Rate and pays the Rates collected to the Corporations in accordance with their Triennial Service Level Agreement so that it can fulfil the objectives and agreed outcomes of the city centres.

Penrith City Council's 2026-27 Operational Plan proposes a continuation of Business Sub-category rates to fund the St Marys Town Centre Corporation activities outlined in the Business Plan submitted for the 2026-27 financial year.

In 2026-2027, to undertake the proposed activities as outlined in their KPIs and Business Plans, the St Marys Town Centre Corporation will receive a contribution of $423,374 (exc. GST) ($465,711 including GST). The contribution is based on the amount raised by the Business Sub-category Rate in the delineated geographical centre.

As per the service agreement, one quarter of the funding is paid at the commencement of each financial year, with the remainder being paid following the endorsement of the previous years annual report and audited financial statements. (SLA 2024-2027) St Marys Town Centre Limited has submitted its Annual Business Plan for the 2026-27 financial year. The Annual Report and Audited Financial Statement for 2025-26 are expected to be reported to Council in October 2026.

Note that the purpose of this report is not to assign or approve funding as this was endorsed by Council at the Ordinary Meeting held on 27 May 2024 in accordance with the Service Level Agreement.

Risk Implications

The Service Level Agreement and Key Performance Indicator Framework endorsed by Council at the Ordinary Meeting on 27 May 2024 provides a clear framework as to the expectations and intended deliverables of both the City Centre Corporations and Council, in the responsible management of public funds for the benefit of the St Marys town centre. The 2026-27 Business Plan submitted by the Town Centre Corporation provides Council with an overview of proposed activities that reconcile with the principles of the Service Level Agreement stipulated in 2024. The Annual Reports and Audited Financial Statements for 2025-26 will be compiled by the Town Centre Corporation and scheduled to be reported to Council in October 2026.

Conclusion

The St Marys Town Centre Corporation has submitted its Annual Business Plan for the 2026-27 financial year. This has been broken into two parts by SMTC: 1. Annual Business Plan 2026-27 and 2. Annual Plan 2026-27. This is included as Attachment 1.

The Annual Reports and Audited Financial Statements of the St Marys Town Centre Corporation for the 2025-26 Financial Year are due to be reported to Council in October 2026.

The Annual Business Plan for the St Marys Town Centre Corporation is a key plan required to ensure compliance with the Service Level Agreement and Key Performance Indicator Framework endorsed by Council at the Ordinary Meeting on 27 May 2024. The proposed actions align with the Strategic Business Plan and will support key stakeholders, including businesses, property owners and residents in the St Marys Town Centre.

RECOMMENDATION

That the information contained in the report on St Marys Town Centre Corporation - 2026-2027 Business Plan and 2026-27 Annual Plan be received and noted.

ATTACHMENTS/APPENDICES

1.	St Marys Town Centre Business and Annual Plan 2026-27	21 Pages	Attachments Included

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STRATEGIC DIRECTION 4 - PROVIDE FOR OUR LIFESTYLE

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10 PCC25/26-145 – Woodriff Gardens Floodlights

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

Council has invested significantly to upgrades at the Woodriff Gardens Tennis complex. Through recent investment we have seen a major upgrade to the clubhouse amenities building and the refurbishment of all hard-court surfaces.

It is however acknowledged that the floodlights at Woodriff Gardens Tennis Courts don't comply to current Australian Standards and are required to be replaced to bring the illumination levels up to current standards and better service the tennis club and community's needs.

A tender for Woodriff Tennis Court Floodlights, Penrith was advertised on 17 February, 2026 through Council's Vendor Panel software and closed on Tuesday 10 March, 2026.

This report advises the Council of the outcome of the Tender process and recommends that the Tender from The Trustee for EC Operations Power Unit Trust t/a EC Operations Power Pty Ltd for $234,101.33 (excluding GST), be accepted to undertake the works for the Woodriff Tennis Court Floodlights, Penrith.

Background

The existing floodlights at Woodriff Garden Tennis courts do not comply with current Australian Standard AS2560.2:2021 for outdoor tennis court lighting. The current standard sets out the required illumination (lux level) for different levels of competition and facilities. The standard Council has determined for Woodriff Garden Tennis courts is "Club Competition and Commercial" standard of lighting. This level requires a Principal Playing Area to have an average of 350 lux (illuminance) and Total Playing Area to have an average 250 lux (illuminance). The Principal Playing Area is the court defined by the area inside the doubles line marking and the Total Playing Area is the area that includes the Principal Playing Area and run off areas of the court and sidelines.

Plans and specifications were produced utilising the existing infrastructure including cables, conduits and poles and replacing the old halogen lights with new LED fittings on all 14 courts. The existing cables, conduits and poles still have a reasonable asset lifecycle.

Of benefit to the Club and the environment, these new LED floodlights will reduce power consumption at the site and reduce maintenance costs. Across a 10-year life cycle the estimated cost savings (electricity charges) is approximate $48,000 with an approximate reduction of 117 tonnes of CO2 emissions.

The scope of works for the upgrade of the Woodriff Garden Tennis Courts Floodlights required as part of the tender is;

- Removal and disposable of existing luminaires on all 24 floodlight poles
- Supply and installation of new LED luminaires on all 24 floodlight poles
- The contractor is to undertake any switchboard works necessary to complete the works.
- Modification to existing poles for the new fittings
- Provide Lux readings (post installation) and certificates to state compliance with the standard

The project is fully funded under Council's Parks Asset Renewal Fund.

Tender Evaluation Panel

The Tender Evaluation Panel consisted of Council Officers - Project Supervisor Peter Foster, Acting Parks Assets Coordinator Geoff Goodwin, and was chaired by Project Lead Mitchell Sammut. Nicole Fahy 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 tenders 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 twelve (12) conforming 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
Trackside Technology Solutions	$219,381.94	Unit 5/12 Anne St St Marys, NSW 2760	Brett Richards
Floodlighting Australia	$226,000.00	235B Back Forest Rd Back Forest, NSW 2535	Paul Connor
The Trustee for EC Operations Power Unit Trust t/a EC Operations Power Pty Ltd	$234,101.33	10/24 Vore St Silverwater, NSW 2128	Christopher Kacperski Bartek Kacperski
McCalls Electrical services	$242,224.50	Unit 3 / 51 York Rd South Penrith, New South Wales 2745 Australia	Eric McCall
Sydney Sports Lighting	$254,967.00	Unit 5/8 Apollo St Warriewood, NSW 2102	Jonathan Rogan
Mirila Electrical Group Pty Ltd	$255,558.52	12 Rowland Pl Jordan Springs, NSW 2747	Mark Graham
Elecserve Pty Limited	$276,830.00	785-811 Wallgrove Rd Horsley Park, NSW 2175	David Harris Nick Harris
Light Up Sports Pty Ltd	$290,050.00	30 Headlam Rd Moss Vale, NSW 2577	Grant Watts Dan Watts
Hix Group Pty Limited	$295,164.09	1/10 Production Pl Jamisontown, NSW 2750	Dana Nelson & Richard Gee
Spectra Electrical & Communications Pty Ltd	$330,284.50	Unit 14 / 24 Garling Rd Kings Park, NSW 2148	Reece McCahon

EcoVolt Electrical Pty Ltd	$362,843.01	Unit 6/103 Kurrajong Ave Mount Druitt, NSW 2770	Shane Franklin
Thorntek Pty Ltd	$364,059.13	36 / 37 Borec Rd Penrith, NSW 2750	Craig Thornton

Further, a total of three (3) alternative 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
Light Up Sports Pty Ltd	$114,500.00	30 Headlam Rd Moss Vale, NSW 2577	Grant Watts Dan Watts
Light Up Sports Pty Ltd	$129,500.00	30 Headlam Rd Moss Vale, NSW 2577	Grant Watts Dan Watts
Thorntek Pty Ltd	$302,331.68	36 / 37 Borec Rd Penrith, NSW 2750	Craig Thornton

Evaluation of the Preferred Tender

All twelve (12) conforming tenders and 1 of the alternative tenders were assessed against the assessment criteria. Each were reviewed 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. Noting that 2 of the alternative tenders (those from Light Up Sports Pty Ltd) were not assessed as they were not submitted in accordance with the tender submission requirements.

Of the twelve (12) conforming tenders, Hix Group Pty Limited scored the highest score overall factoring in price and responses, however the price exceeded the available budget. The next highest score overall factoring in price and responses was EC Operations Power Pty Ltd.

Trackside Technology Solutions and Floodlighting Australia both provided a lower submitted tender price than EC Operations Power Pty Ltd however, these tenders scored lower overall factoring in price and responses. Specifically, the tenders from Trackside Technology Solutions and Floodlighting Australia scored lower in the areas of previous experience, key personnel and subcontractors, construction methodology and program.

The Panel also reviewed the alternative tender submissions to determine if they presented any value in their alternative approach. Council may consider an alternative approach or solution that does not comply with the description of the services (tender documentation) if the respondent also submits a “conforming” tender response containing a solution which does comply with the description of the Services.

When considering/evaluating the alternative tender submission from Thorntek Pty Ltd, it was determined that the submission provided no value when considering their price and responses against the conforming tenders received.

Light Up Sports Pty Ltd submitted 2 alternative tender submissions however, failed to submit their alternative offers in accordance with the tender submission requirements. Any alternative offer is required to be submitted as a completely separate submission within Vendor Panel to clearly identify it as an alternate offer and for it to be evaluated individually. This meant the panel was unable to score their alternate tender submission within the required criteria. However, the panel undertook a further review of Light Up Sports Pty Ltd's submission to determine whether the alternative offers presented value to Council. Both alternative submissions proposed different light fittings and a new lighting design.

The panel found that the responses relating to methodology and demonstrated ability lacked sufficient detail, and that the proposed methodology introduced risk because the existing poles, footings and cross arms would need to be assessed by a structural engineer before their reuse could be confirmed. As a result, reuse of the existing poles could not be assured at this stage and replacement may have been required, potentially resulting in significant additional cost. Furthermore, the tender proposed using a standard AS 4000:2025 contract, which is intended for construction in accordance with Council's plans and does not cover the responsibility and ownership of undertaking a design as part of the works.

As Light Up Sports Pty Ltd proposed a design, this form of contract would not have been suitable and would have created significant risk for Council as the contract doesn't make the responsibility of design ownership to the contractors.

Overall, the panel determined that, despite the low prices offered, the risks associated with accepting these alternative tenders were too high. Accordingly, they were not considered further.

The panel determined that EC Operations Power Pty Ltd 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.

As a part of the detailed assessment and evaluation, it was duly noted that EC Operations Power Pty Ltd have completed similar works including:

- Upgrade of lighting to Keith Irvine & Kevin Walsh Ovals, Retrofit existing 4 x light poles with LED fittings Kiama Municipal Council, total project cost $311,000

- Blackmore Oval Sports lighting upgrade, Retrofit 4 x 18m Poles with LED fittings, Innerwest City Council, total project value $121,700

- Timbrell Park Sports Lighting Upgrade – Henley Marie, Five Dock, Supply & installation of 11 x Light poles and associated fittings with upgrade of switchboard total project value $622,950

The recommended company, EC Operations Power 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 EC Operations Power Pty Ltd 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 of EC Operations Power 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 estimated project costs (including Project Management & Administration) are expected to be in the order of $242,000, and this can be accommodated with the available budget and resources.

These costs will be funded under Council's 2025-26 Parks Asset Renewal Fund, as per the 2025-26 Operational Plan, which was adopted by Council on 30 June 2025. Maintenance and operational costs are already accounted for within Council's existing budgets for Tennis Courts maintenance and operations which totals $23,000.

The new LED floodlights will reduce power consumption by 50% compared with the current lights despite the new lights producing more illuminance. The energy cost savings using LED technology are estimated at $9.60 per hour of use, and approximately $48,000 over a 10 year period, based on an estimated 5,000 hours usage and a 30c/kWh rate, and will result in an approximate reduction of 117 tonnes of CO2 emissions. These electricity cost savings will be realised by the Tennis Club given the payment of electricity usage resides with them rather than Council. The LED system also provides maintenance efficiencies in comparison to the existing metal halide sports lighting systems given LED Lights require less replacement and if they break, they have a 10 year warranty. Whereas the Halide sports lighting system require relamping and limited usage hours, which increases maintenance costs. As such, these savings are anticipated to reduce pressure on Council's $23,000 budget.

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 PCC25/26-145 Woodriff Gardens Floodlights noting that the recommended tender was not lowest price. The company (EC Operations Power 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 remove the existing floodlight fittings on the courts and replace with LED fittings with safety a key part of the construction methodology and project plan.

Conclusion

Twelve conforming tenders and one alternative tender were assessed against the assessment criteria. Each were considered in detail and following assessment, EC Operations Power 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 The Trustee for EC Operations Power Unit Trust t/a EC Operations Power Pty Ltd for $234,101.33 (excluding GST), be accepted to undertake the works to the Woodriff Tennis Court Floodlights, Penrith.

RECOMMENDATION

That:

1. The information contained in the report on PCC25/26-145 – Woodriff Gardens Floodlights be received.
2. The Tender from The Trustee for EC Operations Power Unit Trust t/a EC Operations Power Pty Ltd for $234,101.33 (excluding GST), be accepted to undertake the works to the Woodriff Tennis Court Floodlights, 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.

11 Acceptance of Federal Government Grant Offer - 2025 Major and Local Community Infrastructure Program

Compiled by: **Virginia Tuckerman, Community Facilities and Recreation Planning and Projects Coordinator**
Stephen Donovan, Community Facilities and Recreation Planner
Cynthia Bravo, Finance Business Partner
Andrew Robinson, Head of Community Facilities and Recreation

Authorised by: **Marcella Kelshaw, Acting Director Community Connection**

Outcome	*Provide for our lifestyle*
Strategy	*Empower participation in sport and recreational activities*
Principal Activity	*Plan for open space provision and support the development of community, sports, recreation, playground facilities*

Executive Summary

This report advises Council of a grant offer of $1,100,000 under the Australian Government's 2025 Major and Local Community Infrastructure Program (MLCIP), administered by the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts, for upgrades to Emu Plains and Emu Heights recreation facilities at:

- Gough and Lucas Reserve, Emu Plains
- Ausburn Reserve, Emu Plains
- Clissold Park, Emu Heights

The works include replacing the existing playspaces with inclusive, contemporary facilities, improving connectivity through new pathways, expanding play opportunities, and upgrading the multi-sports court at Clissold Park.

In addition to the MLCIP grant, a further $100,000 has been identified in the draft 2026-2027 Parks Asset Renewal Program, included in the draft 2026-2027 Operational Plan, to renew the Clissold Park playspace.

The grant offer is subject to execution of the Federal Government's standard funding agreement and completion of the project-specific grant details.

This report recommends that approval be given to accept the grant awarded under the 2025 MLCIP for upgrades to Emu Plains and Emu Heights Play and Recreation Facilities in the amount of $1,100,000 and Council also endorse that a funding contribution of $100,000 be included in the 2026-2027 Parks Asset Renewal Program to Clissold Park renewal.

Background

In September 2025, the Commonwealth Government invited Penrith City Council to apply for funding under the Major and Local Community Infrastructure Program (MLCIP) for three projects, within the Federal Electorates of Macquarie and Lindsay. The projects, which were election commitments in the 2025 Federal Elections are:

Macquarie Electorate:

- $1,100,000 Upgrades to Emu Plains and Emu Heights Play and Recreation Facilities.
- $2,250,000 Upgrades to Leonay Sports Oval

Lindsay Electorate:

- $4,000,000 Jamison Park Netball Facilities Upgrades

On 17 November 2025, Council resolved to submit applications under the MLCIP for three projects, representing a total of $7,350,000 in available funding. Council Officers subsequently lodged separate applications for each project in accordance with the program guidelines, conditions and approved timeframes.

Applications were prepared with preliminary project scopes and concept designs, cost estimates, supporting grant documentation, and letters of support and landowner consent. The application for upgrades to Emu Plains and Emu Heights Play and Recreation Facilities was submitted before the 1 December 2025 submission deadline, while the Leonay Sports Oval and Jamison Park Netball Facilities applications were submitted before the 1 March 2026 extended closing date.

Current Situation

On 23 April 2026, Council received notification from the Federal Government that its application for $1,100,000 for upgrades to Emu Plains and Emu Heights Recreation Facilities had been successful. Council's two other MLCIP applications remain under assessment at the time of preparing this report.

Council has twelve weeks to enter a Funding Agreement from the time of notification. Given there is no notice about the Jamison Park and Leonay projects, this report solely addresses the Emu Plains and Emu Heights grant offer to enable signing of a funding agreement within the required timeframe, should Council endorse acceptance of the grant.

The $1,100,000 in grant funding for the Upgrades to Emu Plains and Emu Heights Recreation facilities project includes the following refurbishment of the following three local parks:

- Gough and Lucas Reserve, Emu Plains
- Ausburn Reserve, Emu Plains
- Clissold Park, Emu Heights

The works include replacing the existing playspaces with inclusive, contemporary facilities, improving connectivity through new pathways, expanding play opportunities, and upgrading the multi-sports court at Clissold Park.

A further $100,000 has been identified in the draft 2026-2027 Parks Asset Renewal Program, included in the draft 2026-2027 Operational Plan, to renew the Clissold Park playspace. This funding will help maximise the design outcomes for the site.

Council Officers will work with the local community to plan and deliver the works. All MLCIP projects must be completed by 30 June 2029.

The Penrith Sport and Recreation Strategy, informed by community and stakeholder consultation, guides the selection and prioritisation of projects alongside Council's asset renewal programs. It identifies the need to upgrade facilities to meet current and future demand, support inclusion, and encourage active lifestyles. The proposed works align with the Strategy's objectives for renewal and investment.

Financial Implications

This report relates only to the Emu Plains and Emu Heights Recreation Facilities project, which has been offered $1,100,000 under the Australian Government's 2025 Major and Local Community Infrastructure Program.

A further $100,000 has been identified in the draft 2026–2027 Parks Asset Renewal Program, which has a total budget of $1,077,557 funded from General Revenue. This funding is subject to Council's adoption of the Operational Plan on the 29 June 2026. This amount represents a proposed Council co-contribution and until adopted, remains uncommitted and subject to Council's annual budget process.

Subject to Council adoption of the Operational Plan, the total project budget is $1,200,000.

The Australian Government funding contribution is fixed at $1,100,000, with no provision for additional funding should project costs exceed this amount. Any cost overruns will be required to be managed within Council's existing budgets, either through scope adjustment or reallocation of internal funding – subject to Council adoption.

The project budget has been informed by detailed cost estimates prepared as part of the grant application, including allowances for design, project management, contingency and construction components across demolition, earthworks, play equipment, surfacing and associated infrastructure.

Grant funding will be provided in accordance with agreed milestones and paid in arrears. Council will manage project cash flow requirements within its existing financial management framework to ensure delivery obligations are met.

The grant enables Council to leverage external funding to deliver asset renewal and service improvements that would otherwise be deferred, improving accessibility, functionality and overall amenity without requiring full Council funding.

The maintenance and operational costs for existing assets are expected to remain within current levels for those components being renewed. Following community consultation and the finalisation of design details for new asset elements—such as pathways, fencing, and drinking fountains—more accurate maintenance cost estimates will be developed to reflect the refined scope.

At this preliminary stage, the estimated Year 1 maintenance and operational cost is approximately $6,000, with an associated non-cash depreciation cost of $16,000. These estimates will be further refined as the design is confirmed.

Risk Implications

The main risks relate to delivery within the funding timeframe, potential construction cost escalation, and site-specific design or delivery issues. These risks will be managed through Council's standard project management processes, careful scoping, stakeholder engagement, and ongoing risk monitoring.

The MLCIP grant requires Council to enter into a binding funding agreement with the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts. Council's Legal Services has reviewed the Federal Government's standard Funding Agreement and considers it broadly consistent with typical Federal grant agreements, subject to clarification of identified matters.

Conclusion

Accepting the Federal Government's grant offer will support timely delivery of the MLCIP project in line with Council's strategic objectives. The identified risks are considered manageable through the funding agreement process and Council's established project governance.

The project aligns with Council's Sport and Recreation Strategy and, once completed, will increase participation, improve accessibility and safety, and deliver social and health benefits.

RECOMMENDATION

That:

1. The information contained in the report on Acceptance of Federal Grant Offer - 2025 Major and Local Community Infrastructure Program be received.
2. Approval be given to accept the grant awarded under the 2025 MLCIP for upgrades to Emu Plains and Emu Heights Play and Recreation Facilities in the amount of $1,100,000.
3. Council endorse that a funding contribution of $100,000 be included in the 2026-2027 Parks Asset Renewal Program to Clissold Park renewal.
4. The General Manager, or delegate, be authorised to execute all necessary legal documents in relation to this matter.
5. A letter of appreciation be issued to the Federal Government Minister and local Federal Member for Macquarie.

ATTACHMENTS/APPENDICES

There are no attachments for this report.

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STRATEGIC DIRECTION 5 - WORK TOGETHER

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12 Adoption of the 2026-27 Operational Plan and the 2026-27 Fees and Charges

Compiled by: **Ben Collins, Strategic Finance Manager**
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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

The purpose of this report is to present the 2026-27 Operational Plan (separate enclosure 1) and 2026-27 Fees and Charges (separate enclosure 2) to the Council, seeking endorsement and adoption of the documents.

Under Section 405 of the Local Government Act 1993 “a council must have a plan (it’s Operational Plan) that is adopted before the beginning of each financial year and details the activities to be engaged in by the council during the year as part of the Delivery Program of that year”.

The Draft 2026-27 Operational Plan, the Draft 2026-27 Fees and Charges were presented to the Council at the 20 April 2026 Ordinary Meeting and were placed on public exhibition from 27 April to 25 May 2026 under Section 406 of the Local Government Act 1993. During public exhibition, 59 submissions were received, 55 of which relate to the same issue (being the impact of the minimum rate on owners of storage units at 2 facilities located at 1 David Road Emu Plains and 1-13 Leland Street, Penrith) and these are addressed further in the report.

Our community has entrusted Council to deliver our shared vision for Penrith – a vision that embraces aspiration and prosperity.

That means we must plan responsibly to deliver and maintain the facilities, infrastructure and services that our city and our people expect and deserve – now and as our city grows and changes in the years ahead.

We have heard from our community that they want to continue and improve the lifestyle they currently enjoy, and that Council services currently support. However, with Penrith in a period of transformative growth that brings many benefits for current and future residents this also puts significant pressure on Council resources.

We are challenged by the maintenance of our ageing assets, many of which are approaching the end of their life cycle, coupled with increased community expectations for modern, high-quality and well-connected facilities — evident in the popularity of new recreational and lifestyle offerings such as Gipps Street Recreation Precinct and Regatta Park. Providing this level of service across the many ageing assets is increasingly difficult given rising costs which impacts everything from maintenance to new construction, service delivery and workforce sustainability.

Consistent with what many across our community are experiencing, Council is not immune from the challenges of rising costs. This has been apparent in our Long-Term Financial Plan (LTFP) for some time and Council has managed our finances, making prudent and strategic decisions regarding the development of our assets and services within the available resources.

With a $2.1m Cash Budget deficit forecast in the next financial year, and deficit budgets identified by our current and previous LTFP, it is now clear that to maintain existing assets and service levels and respond to increasing community expectations, we will need to further evolve our financial strategy. Our strategy looks at all aspects of our operations including service levels, a range of alternative or increased revenue streams and ongoing productivity and efficiency savings through new technology and process improvements.

For example, Council generated cost savings by sending organics to FOGO processing rather than to landfill. Starting this practice in 2009, it has resulted in savings of $51.8m to June 2025. Our Domestic Waste Charge remained low as these savings have resulted in lower charges to our residents.

Council is actively assessing its capacity to meet the city's future needs and community aspirations through the Delivering for Penrith program. While improvements in productivity and efficiency are ongoing and will help, they alone won't be enough to achieve financial sustainability without reducing or stopping some services.

Taking the determination from the Independent Pricing and Regulatory Tribunal (IPART) it is proposed to increase rates by 3.7%. Compared to other councils, it is at the lower end of the range of rate increases approved by the Office of Local Government (2.7% to 5.7%). This necessary rate peg reflects the realistic, increasing costs to Council. According to the Reserve Bank of Australia inflation for the 12 months to April 2026 (most recent available data) was 4.2%.

Council recognises that some residents may experience financial hardship or other circumstances that make it difficult to pay rates and charges on time. Council’s Rates and Charges Hardship Policy provides support for residents in these situations, and residents are encouraged to contact Council’s Rates Team to discuss their circumstances and work together on suitable alternative payment arrangements.

This report summarises the outcomes of the public exhibition process, including the 59 submissions received and amendments to the draft plan made in response, and seeks Council’s adoption of the 2025-29 Delivery Program incorporating the 2026-27 Operational Plan and 2026-27 Fees and Charges.

These documents provide a complete picture of our proposed activities, resources, challenges and spending. They are a work in progress as we seek to incrementally improve our approach over time in response to feedback from our Councillors and the community. Once adopted they will be made available on Council’s website within 28 days as outlined in the Local Government Act 1993 Section 406.

The report recommends that Council adopt the proposed rates, charges and pensioner rebates for 2026-27 as required under Section 535 of the Local Government Act 1993 as detailed further in the report.

Background

The Integrated Planning and Reporting (IP&R) Framework is mandated by the NSW State Government for all councils and guided by Section 406 of the Local Government Act 1993. The framework requires councils to demonstrate how they will deliver on the community’s vision, aspirations, needs and expectations.

Whilst IP&R is a statutory requirement, we strive to go beyond this to engage and clearly and openly communicate with our community and other stakeholders to provide a complete

picture of all our activities, resources, achievements, challenges and spending. We seek to review and improve our processes, documents and reporting over time, in line with the aspirations of our community and the expectations of the Council.

At the 20 April 2026 Ordinary Meeting, the Council resolved to put on public exhibition the Draft 2025-29 Delivery Program incorporating the Draft 2026-27 Operational Plan and the Draft 2026-27 Fees and Charges. Public exhibition ran for a period of 28 days as required under Section 406 of the Local Government Act 1993.

The 2025-29 Delivery Program is Council's 4-year commitment to contribute to the Strategic Directions and Strategies in the Penrith 2041+ Community Strategic Plan and identifies Council's Principal Activities for the four-year period. The Delivery Program seeks to balance addressing the aspirations and expectations of our community with the growth trajectory of our city within the context of our resources. This is the second year of the 2025-29 Delivery Program.

The 2026-27 Operational Plan is the second instalment of the 4-year 2025-29 Delivery Program and contains specific actions for 2026-27 that aim to continue effective service delivery and progress actions for each Principal Activity. A Deficit budget position is reported in the 2026-27 Operational Plan.

The 2026-27 Fees and Charges component provides full details of Council proposed fees and charges for the 2026-27 year.

Together these documents help guide Council's operations to understand and deliver the services and facilities our community needs, and improve Penrith as a place to live, work and visit. The documents include indicators to measure our progress, which are reported on in six monthly progress reports, the Annual Report and the State of the City Report.

Public Exhibition

The Draft 2025-29 Delivery Program incorporating the Draft 2026-27 Operational Plan and Draft 2026-27 Fees and Charges were exhibited from 27 April to 25 May 2026.

The public exhibition process provided stakeholders across Penrith LGA an opportunity to view and provide feedback on the documents before they are considered by the Council.

The documents were available electronically through Council's engagement portal *www.yoursaypenrith.com.au,* and in hard copy at:

- Civic Centre
- Penrith City Library
- St Marys Library
- St Clair Library

The public exhibition was promoted through printed and electronic media. This included:

- Social media posts: 29, 30 April, 4, 11, 19, 22 May
- Media release: 22 May
- Mayoral Video: 4, 22 May
- Electronic Direct Mail (Our Place): 1 May
- Staff Bulletin: 28 April
- Corporate News Page briefs (Western Weekender): 7, 21 May

Council's online engagement portal recorded the following activity:

- Number of page views: 478
- Number pf unique page views: 413
- Number of downloads of the Draft 2025-29 Delivery Program incorporating the Draft 2026-27 Operational Plan: 101
- Number of downloads of the Draft 2025-26 Fees and Charges: 88
- Total number of document downloads: 189

Details of Submissions Received

Council received 59 submissions during the public exhibition period, including one late submission that has been taken into consideration. For detailed information on the submissions received, please refer to the 2026 Public Exhibition Report (attachment 1) and Verbatim submissions received on public exhibition of 2026-27 Operational Plan and 2026-27 Fees and Charges (separate enclosure 3). The Public Exhibition Report (attachment 1) summarises the 59 submissions received, 55 of which relate to the same issue, being the impact of the minimum business rate on owners of storage units at 2 facilities located at David Road, Emu Plains and Leland Street, Penrith, objecting to a high business minimum rate that applied to their relatively low attributed land valuations ranging from $24,975 to $87,227. The Verbatim submissions received on public exhibition of 2026-27 Operational Plan and 2026-27 Fees and Charges (separate enclosure 3) provides verbatim text of each submission received during the public exhibition period.

The 55 submissions received in relation owners of storage units in Leland Street, Penrith and David Road, Emu Plains and the application of the minimum business rate are generic in nature. The submissions ask for the maximum statutory rate for minimums ($639) to be applied, as opposed to the proposed minimum rate of $1,690.75. Further details of the two different minimum rate methods are outlined below.

Council officers provided responses to the owners about the complexity of rates and the difficulties councils have in relation to setting differential rates for properties within the same rating category due to limitations in the rating legislation. The responses in relation to those submissions are included in the Public Exhibition Report (attachment 1).

1. It is important to point out that Council has limited options available in setting rate structures with a choice of using either (1) an ad valorem (only) method, (2) a base rate plus ad valorem method, or (3) a minimum rate with ad valorem method. Ad Valorem only

Ad valorem (only) as rate structure is not viable for a growth council like Penrith City Council as it this type of rate structure does not allow Council to adequately levy rates on multiple occupancy properties (strata developments as an example). This would have the consequence of increased demand for Council services and pressure placed on existing assets without the corresponding revenue to address that increased demand.

2. Base Rate plus Ad Valorem

An alternate use of base rates with an ad valorem component may assist with the limitations of the ad valorem (only) structure, but prior reviews all show a reduction in levies to be collected from both high and low valued properties, while a majority of mid-valued properties would receive the biggest increases, when changing from the existing rate structure. This type of structure also limits growth from newer properties and therefore increases rates on existing property owners.

3. Minimum Rate with Ad Valorem

The ad valorem with a minimum rates structure being the existing rate structure used by Council helps maintain equity so that very low valued properties still contribute meaningfully to shared infrastructure, particularly newer strata developments where the new use increases the number of occupants and use of council services and infrastructure well above any prior use of the land. Without the use of minimum rates, Council would not receive additional rates income despite these additional occupants, and therefore costs associated with funding new services would be borne by existing ratepayers.

The submissions that Council received from the owners of the storage units called for lower rate for their properties, particularly reducing the minimum rate to a statutory limit set by the Minister for Local Government. Each year the Minister for Local Government announces a statutory minimum rate that can be used for the following year. This statutory amount is only applicable to for councils who are adopting minimum rates for the first time.

For those Councils, they can adopt this minimum rate or apply to IPART for a higher commencing minimum rate. Other Councils with existing minimum rates are allowed to increase their prior year minimum rates by their approved rate peg or approved special variation amount if applicable, even if the minimum rate is above this statutory amount. For 2026-27 the maximum statutory amount for minimums has been set at $655.00 however the proposed minimum rate for Business properties for Council is $1,690.75. Penrith City Council has been utilising a minimum rate for many decades and therefore the minimum rate has increased each year in line with the approved rate peg or special rate variation increase, and therefore the maximum statutory amount is not applicable.

The submissions received suggest that Council adopt a lower minimum rate of $639 being the 2025-26 statutory minimum rate (the new 2026-27 statutory amount was not known at the time of public exhibition) for their properties only.

Setting a lower rate for Business properties could only be done by:

1. Reducing all minimum rates for Business properties; or

2. Creating a Business sub-category and charging the business sub-category properties a lower minimum rate.

Under Option 1, setting a lower minimum rate for all Business properties is not equitable or viable as any reduction in the minimum amount requires an equivalent increase to the ad valorem component for the rates for all other Business owners. Currently 44% of Business properties (1,808 out of 4,089) pay a minimum rate with the total minimum rates collected from these owners making up 6.4% of all Business levies collected. Should any lowering of the minimum rate occur, this would require increases for all other Business owners who are already contributing 93.6% of the rates levied. That figure would likely jump to 98% if the maximum statutory minimum rate of $639 was adopted for the 1808 business. Put another way, 2281 business owners of 2089 would end up contributing 98% of total rating revenue in the business category, and 1808 would contribute 2%.

Under Option 2, the legislation only allows councils to levy different rates (including different minimum amounts) for different properties within the same rating category where a subcategory has been declared. The legislation only allows sub-categorisation for business properties to be declared where specific properties are part of a different centre of activity to other business properties within the Local Government Area.

The subject storage premises are effectively part of an industrial estate in Emu Plains and not effectively their own centre of activity, making it difficult for Council to set lower rates for the properties in question. In any case for councils to set sub-categories for properties it should do so in response to significant differences between the areas in relation to access to or demand for, or the cost of providing, services or infrastructure to those areas which is unlikely to be pertinent for that area. A sub-category couldn't be applied to an individual property consisting of strata lots. Any third party can seek to appeal to the Land and Environment Court in relation to the creation of a sub-category without a lawful basis.

Storage Unit developments that have been strata subdivided are a fairly new concept in our area, and a use which may not be adequately considered under the rating legislation to enable councils to fairly assess the rates for these kinds of properties. Whilst it may be an approved use, Council does not make any assessment as to the viability of any such use.

Penrith City Council has a varied mix of properties ranging from small business units to large industrial warehouses covering many hectares. There are also many different residential properties ranging from one-bedroom units to large acreages. When considering options for the assessment of rates, Council has to consider the fairness of rates on all properties. Sometimes this may mean that there are some small outlying properties where the level of rates may appear to be excessive compared to the value of the property.

Council will continue to review the impact on these owners in the future, including when considering future rating scenarios under the Delivering for Penrith program.

Summary of amendments to the documents

Following on from the completion of the exhibition period the following amendments have been made to the documents.

<u>2025-29 Delivery Program incorporating the 2026-27 Operational Plan</u>

There are number of minor edits to the 2025-29 Delivery Program incorporating the 2026-27 Operational Plan document. These include:

- Minor textual and grammar corrections
- Amending performance measures and targets on nine 2026-27 Operational Plan actions

Action Code	Exhibition copy measure	Amended measure
2.2.4c	Establish baseline litter data and monitoring processes across priority locations by 30 June 2027 Target: Jun-27	Establish baseline litter data and monitoring processes across priority location Target: Jun-27
3.1.1b	1. LGA-wide Prospectus completed and launched Target: Jun-27 2. Deliver St Marys Investment	Advocate for and promote opportunities to attract investment to support growth in jobs in Penrith LGA

	Attraction Campaign Target: Jun-27	Target: Jun-27
3.2.1c	Status update provided to Councillors Target: Jun-27	Report to Council on working draft Master Plan Target: Jun-27
4.1.1a	Report on options for the implementation of paid parking for Penrith CBD, including consideration of the parking sensor network beyond 2027 Target: Dec-26	Union Road Carpark detailed design complete Target: Aug-27
4.3.3a	Commence construction Target: Aug-26	1. Commence construction Target: Aug-26 2. Contamination remediation complete Target: Dec-26 3. Inground services complete Target: Jun-27
4.3.3b	Commence construction Target: Oct-26	1. Detailed design completed Target: Dec-26 2. Commence construction Target: Mar-27
4.3.3g	Planning approval determined for the Penrith Indoor Multi-Sport Arena Target: Dec-26	80% detailed design completed Target: Dec-26
5.3.1g	Number of strategic business review projects completed Target: 2	1. Review of Procurement and Strategic Supply completed Target: Jun-27 2. Review of Fleet and Plant Management completed

		Target: Jun-27
5.3.2b	Finance and Asset Management modules implemented Target: Jun-27	1. Finance system built and user acceptance testing commenced Target: Jun-27 2. Asset management system built and user acceptance testing commenced Target: Jun-27

- Addition of action 2.2.1d "Refurbish the enclosed courtyard at Penrith Library to create an accessible, welcoming outdoor space that supports customer use and enables delivery of library programs" due to Council receiving a grant to refurbish the internal courtyard at Penrith Library.

- Addition of 2 actions 3.2.3f "Provide timely heritage advice" and 3.2.3g "Deliver Heritage Assistance Funding Program" in response to a submission received during the public exhibition period and detailed in the attachment to this report.

- Budget adjustments as listed in attachment 2.

Major Projects

There are a number of significant ongoing major projects at differing stages of their lifecycle. Given the scale, volume and complexity of the major projects, Council officers continually review and refine the programs for each of the projects via the Enterprise Project Management Framework.

Since the public exhibition of the Operational Plan, and as part of the ongoing review of project programs, this has led to a change in the planned expenditure for some of those major projects for 2026-27.Changes to Major projects are reflected in enclosure 1 and listed in attachment 2.. The changes to Major projects are:

- Cook Park Amenity Building & Grandstand Upgrade – reduction from $13,165,187 to $5,500,000 to align with the latest estimates of project phasing

- Dunheved Road Upgrade – reduction from $33,800,000 to $9,900,000 to align with the latest estimates of project phasing

- Nursery Upgrade and Cumberland Plain Improvement Project – Introduce budget of $321,391 to align with the latest estimates of project phasing

- St Marys Central Park – reduction from $12,672,006 to $11,000,000 to align with the latest estimates of project phasing

2026-27 Fees and Charges

During the exhibition period, the following changes have been proposed to the 2026-27 Fees and Charges. These fees are all statutory fees that were included in the Draft Fees & Charges document, the fees have been amended as instructed by various government agencies during the public exhibition period:

City Planning | Planning Certificates

- Environmental Planning and Assessment Regulation 2021 instructed the following increase in the fees below:
  - Section 10.7(2) Certificate: $73.00
  - Full Certificate Section 10.7(2) and 10.7(5): $184.00
  - Section 10.8 Document: $73.00

Development Applications | Development Applications

- Environmental Planning and Assessment Regulation 2021 instructed the following increase in the fees below:
  - Development not involving the erection of a building, the carrying out of a work, the subdivision of land or the demolition of a work or building: $395.00
  - Development application fee for erection of a dwelling with an estimated development cost, including GST, of $100,000 or less: $631.00
  - Advertising Signage: $395.00
  - Application for Designated Development: $1,276.00
  - Administrative processing fee for integrated development or applications requiring concurrence: $194.00
  - Referral to the Design Panel for advice during assessment (applications for residential apartment development): $4,159.00

Development Applications | Development Applications | Development Application Fee (based on estimated development cost including GST)

- Environmental Planning and Assessment Regulation 2021 instructed the following increase in the fees below:
  - Less than $5,000: $153.00
  - $5,001 – $50,000: $235.00
  - $50,001 – $250,000: $488.00
  - $250,001 – $500,000: $1,608.00
  - $500,001 – $1,000,000: $2,420.00
  - $1,000,001 – $10,000,000: $3,625.00
  - More than $10,000,000: $22,009.00

Development Applications | Development Applications | Development Application for Subdivision of Land

- Environmental Planning and Assessment Regulation 2021 instructed the following increase in the fees below:
  - Subdivision involving opening of a public road: $921.00
  - Subdivision not involving opening of a public road: $458.00
  - Strata subdivision: $458.00

Development Applications | Development Applications | Modification of Consent under s4.55 or s4.56 Environmental Planning and Assessment Act

- Environmental Planning and Assessment Regulation 2021 instructed the following increase in the fees below:
  - Modification of consent involving minor error, misdescription, or miscalculation under S4.55(1) of EP&A Act 1979: $98.00
  - Modification of consent involving minimal environmental impact (in the opinion of the consent authority) under s4.55(1A) or s4.56(1) of the EP&A Act 1979: $894.00
  - Additional fee for modification application that is accompanied by statement of qualified designer: $1,054.00

Development Applications | Development Applications | Modification of Consent under s4.55 or s4.56 Environmental Planning & Assessment Act (Not of minimal environmental impact)

- Environmental Planning and Assessment Regulation 2021 instructed the following increase in the fees below:
  - Modification of consent under s4.55(2) or s4.56(1) of the EP&A Act 1979 for which the original development was the erection of a dwelling house with estimated development cost, including GST, of $100,000 or less: $263.00

Development Applications | Development Applications | Modification of Consent under s4.55 or s4.56 Environmental Planning and Assessment Act (not of minimal environmental impact) (based on estimated development cost including GST)

- Environmental Planning and Assessment Regulation 2021 instructed the following increase in the fees below:
  - Up to $5,000: $76.00
  - $5,001 - $250,000: $117.00
  - $250,001 - $500,000: $694.00
  - $500,001 - $1,000,000: $988.00
  - $1,000,001 - $10,000,000: $1,368.00
  - More than $10,000,000: $6,568.00

Development Applications | Development Applications | Review of Determination under s8.2 of the Environmental Planning and Assessment Act including GST)

- Environmental Planning and Assessment Regulation 2021 instructed the following increase in the fees below:
  - Application under s8.3 of the EP&A Act 1979 for review of determination for erection of dwelling house with estimated development cost, including GST, of $100,000 or less: $263.00

Development Applications | Development Applications | Review of Determination under s8.2 of the Environmental Planning and Assessment Act (based on estimated development cost including GST)

- Environmental Planning and Assessment Regulation 2021 instructed the following increase in the fees below:
  - Up to $5,000: $76.00
  - $5,001 – $250,000: $119.00
  - $250,001 – $500,000: $694.00
  - $500,001 – $1,000,000: $988.00
  - $1,000,001 – $10,000,000: $1,368.00

- More than $10,000,000: $6,568.00

Development Applications | Development Applications | Review of Determination under s8.2 of the Environmental Planning and Assessment Act (based on estimated development cost including GST)

- Environmental Planning and Assessment Regulation 2021 instructed the following increase in the fees below:
  - Less than $100,000: $76.00
  - $100,000 - $1,000,000: $207.00
  - More than $1,000,000: $346.00

Development Applications | Development Applications | Review of Determination under s8.2 of the Environmental Planning and Assessment Act (based on estimated development cost including GST)

- Environmental Planning and Assessment Regulation 2021 instructed the following increase in the fees below:
  - Advertising application for nominated integrated development, threatened species development, Class 1 aquaculture development, prohibited development, or development for which a community participation plan requires notice to be given: $1,532.00
  - Advertising application for modification of development consent (as defined in s4.55 or s4.56 of the EP&A Act 1979): $922.00
  - Advertising application for review of determination under s8.3 of the EP&A Act 1979: $859.00
  - Advertising application for designated development (as defined in s4.10 of the EP&A Act 1979): $3,078.00

Development Applications | Development Applications | Review of Determination under s8.2 of the Environmental Planning and Assessment Act (based on estimated development cost including GST)

- Environmental Planning and Assessment Regulation 2021 instructed the following increase in the fees below:
  - Advertising Voluntary Planning Agreement: $1,532.00
  - Re-advertisement of Voluntary Planning Agreement amended during the course of assessment: $922.00

Development Applications | Miscellaneous | Section 88G - Conveyancing Act 1919

- Environmental Planning and Assessment Regulation 2021 instructed the following increase in the fees below:
  - Section 88G certificate: $13.00

Financial Services | Other | Section 603 Certificates

- Circular to Councils (Circular 26-06 / 15 May 2026 / A994414) instructed the following amendment in the fees below:
  - Section 603 Certificates: $105.00
  - Interest on overdue rates and charges: 9.5% per annum charged daily

Attachment 3 provides a list of these proposed changes.

Council Rates for 2026-27

IPART Rate Peg - Rates Increase

In September 2025, the Independent Pricing and Regulatory Tribunal (IPART) announced a rate peg for Penrith City Council for 2026-27 of 3.7%. The rate peg is individualised for each council based on these factors:

Note: These figures below are rounded and equate to 3.6%, however IPART uses non-rounded figures when calculating the separate components of the rate peg, with the non-rounded totals equalling 3.7%.

1. Base cost change (BCC): Labour, asset and other operating costs set at 3.0% for all councils.
2. Emergency Services Levy: Year-on-year changes in council ESL invoices and some previous costs not captured in the rate peg when these increases were subsidised. Set at 0.1% for Penrith City Council.
3. Local government election costs: In 2025-26 IPART allowed for a one off adjustment of 0.2% for the costs of running the 2024 local government elections. For 2026-27 the rate peg is reduced by 0.2% to account for the removal of the prior one-off adjustment.
4. Dam Safety Levy Adjustment: An adjustment for the Dams Safety levy introduced on declared dams from 1 July 2025. Penrith City Council's adjustment was below 0.1% so was not recorded (i.e. was shown as 0%) but was included in the final rate peg as per rounding note above.
5. Population Growth: Excludes prisoner populations, deducts the change in supplementary valuations and adjusts for COVID-19 impacted populations. Set at 0.7% for Penrith City Council as the population increase percentage (1.9%) exceeded the supplementary valuation income increase (1.2%).

Councils can adopt the rate peg or apply to IPART for a higher increase under a Special Rate Variation (SRV).

It is a principle of the Local Government legislation that councils should have regard to achieving intergenerational equity, including ensuring that policy decisions are made after considering their financial effects on future generations and that the current generation funds the cost of its services. Not adding an inflationary amount to rates in any year via the adoption of the rate peg can and does have immediate and ongoing financial implications in future years and may go against these principles.

The last time that Penrith City Council had a 0% rates increase was in 1992 due to the ongoing national financial crisis at the time. From available information, annual rates in 1991 were around $25.5 million so this meant Council's permissible income in 1992 was impacted by around $700,000 in that year. Forgoing a single year's rate peg in 1992, compounded annually at an estimated 2.5% rate peg, has led to an estimated current annual income loss of $1.6 million and a total accumulated loss of about $37 million since that period. Although some of this may have been offset by Special Rate Variations, lower historical rates also restricted income growth from new properties, compounding the losses.

Current estimates for Council not applying the annual rate peg would be a cumulative income loss over ten years of around $70 million. That is considerable when it comes to the costs associated with Council's ageing assets and expected growth of new assets over the next 10 years. Depreciation alone on Council's assets last financial year was $71.4 million.

For these reasons, it is proposed that Council adopt the 3.7% rate peg for 2026-27. It is worth noting that the 12-month inflation rate (headline CPI) as at April 2026 is 4.2%. It is unlikely that even with the application of the rate peg that it will balance against rising costs of Council programs and projects. If the rate peg is not adopted the projected deficit of

$2.1m would grow to in excess of $8.5m for 2026-27 alone. In order to ensure the costs of Council services is shared across generations, it is important that the rate peg of 3.7% is adopted.

Land Valuations

The Valuer General last provided the General Valuation of Land for our Local Government Area (LGA) with a Base Date of 1 July 2024, and those land valuations were first used for the assessment of rates from 1 July 2025. The same valuations will be used for the assessment of rates from 1 July 2026.

Rate Structure

Council currently applies a rate structure in which rate assessments are based on property valuations (ad valorem) with a minimum amount. This means that rates are based primarily on the land value of the property as determined by the NSW Valuer-General.

Council charges rates on three types of land categories with two Business & Residential sub-categories:

a. Residential – General, with the following sub-categories:

I. Residential – Rural Area (sub-category) (30% lower than the Residential - General rate)

II. Residential – Rural 2 to 40 Hectares with dwelling (sub-category) (30% lower than the Residential - General rate)

b. Farmland (50% lower than the Residential - General rate)

c. Business – General, with the following sub-categories:

I. Business - Penrith CBD (applies to all Business properties within the boundary defined in the maps in the Operational Plan)

II. Business - St Mary's Town Centre (applies to all Business properties within the boundary defined in the maps in the Operational Plan).

When considering a Rating Structure, Council may choose one of three types. The options are:

1. Ad valorem rate only
2. Base amount with an ad valorem rate
3. Ad valorem rate with a minimum amount.

An Ad valorem rate is an amount determined by multiplying the land value by a rate in the dollar. A change to an ad valorem rate from the current structure (removing the minimum rate) would considerably lower rates for lower valued apartment and townhouse properties and subsequently increase rates for higher valued properties such as rural properties. This would also diminish rates growth from newly developed strata subdivisions. This effectively means that the impact on the use and demand for Council services of increased population from strata subdivisions will not be met with increase rating income from the increased population.

The use of the minimum rate in a previous review of the rates structures showed that a minimum rate does reduce rates for higher valued properties by around 11% when compared to an ad valorem (only) structure.

A Base amount rates structure is partly made up of a fixed amount levied on each parcel of land, with an ad valorem component added for the remainder. A Base amount must be consistent for each property within a category and total levies from the Base amount must not be more than 50% of the total rates income levied. As only part of the total rates bill is calculated on the land valuation, the rates for higher valued properties would reduce. As the

minimum rate would also be abolished if Council changed to this structure, the rates for lower valued properties such as apartments and townhouses would also reduce. The reductions for lower and higher valued properties would be offset by increases to mid-valued properties. Previous reviews have showed that as most new development in the city is for lower valued land and strata developments, a change to a Base rate structure would diminish annual rates growth from new developments and is therefore not a preferred or equitable rate structure option.

An Ad valorem rate with a Minimum amount uses a set minimum amount payable for properties within each category. This is Council's current structure. A rate in the dollar is applied to each property's land value. Should the levy be lower than the set minimum, the Minimum Rate takes effect. The Act stipulates that no more than 50% of income from the rating category can come from the Minimum Rate. Penrith City Council presently receives around 49% of income from Residential properties on the Minimum Rate.

The present Rating Structure (Ad valorem with a Minimum amount) is a hybrid of the "ability to pay" and "benefit received" taxation principles where owners with higher valued properties pay a greater share of the rate burden within the City, with owners of lower valued properties contributing to the benefits they receive through a Minimum rate. The Minimum rate also allows Council to adequately levy rates on newly developed strata's which make up around 50% of developments. This category of rates is considered as striking a balance between being equitable and being appropriate for growth councils.

Rating sub-categories for residential properties in rural areas

Penrith City Council introduced a lower rate for residential properties in rural areas from 1 July 2021 by creating two residential sub-categories. This followed on from many years of representations from Rural owners about increasing rates becoming disproportionate to the perceived services received by Rural owners.

Properties that are included in these two separate Rural sub-categories which receive lower rates are:

- *Residential - Rural Area* – All residential properties in the suburbs of Agnes Banks, Badgerys Creek, Berkshire Park, Castlereagh, Kemps Creek, Llandilo, Londonderry, Luddenham, Mount Vernon, Mulgoa (excluding the re-zoned urban area of Glenmore Park Stage 3), Orchard Hills (excluding the re-zoned urban area of Orchard Hills North), and Wallacia.
- *Residential - Rural 2 to 40 Hectares* – Any residential properties that do not meet the criteria for Residential – Rural area but are between 2 to 40 Hectares in size, contain a dwelling and zoned for non-urban (rural) purposes.

Prior to the introduction of the Rural sub-category Council tried many times to find suitable alternative rate structures to provide lower rates for Rural owners, however due to restrictive legislation at the time, any options available didn't adequately provide a fair option that didn't disproportionately impact other owners, or didn't benefit enough Rural owners.

The Rural sub-category only became a viable option for Penrith City Council to use when additional options for Rural sub-categorisation came into effect in legislation from 1 July 2021 following a lengthy review of rating legislation by the NSW Government. This new legislation allowed councils to modify their rating structure by using residential sub-categories to allow for differences between areas in relation to: access to, demand for, or the cost of providing services or infrastructure.

The phasing in of a lower rate for Rural owners was implemented from July 2021 with a target discounted rate of 30% over four years. An initial 4.5% discount applied to Rural Residential properties from the amount payable in 2020-21 and an additional 6% discount applied in 2022-23. A further 8% discount applied in 2023-24 with a total discounted rate at the time being a 28% lower rate than other Residential properties. In 2024-25 the differential

rate was increased to a 30% discounted rate (the target discount over four years) which will continue to be maintained at that differential going forward.

These gradual decreases for rural properties were funded by gradual increases for other property owners (above the annual rate peg increases) to account for the lower rates levied on these Rural owners. In effect the lower rate for Rural owners is a subsidy provided by all other owners.

Pension Rebates

Council provides eligible pensioners with a pensioner rebate. Council's policy provides for a rebate of rates and domestic waste charges to a maximum of $250 (fixed by the local government act). In addition, pensioners are given an additional rebate equivalent to the Stormwater Management Service Charge (applies to urban properties only). For non-strata properties that is $25 and for strata properties, it is $12.50. Council receives reimbursement from the NSW Government for 55% of all pensioner rebate, excluding the rebate for the Stormwater charges. Around 10,500 properties will receive a pension rebate in 2026-27.

Rates Revenue for 2026-27

Council rates on average will increase by 3.7% in line with the rate peg announced by IPART. For 2026-27, 94% of all rateable properties will be increasing by no more than $100.

Council currently has 81,053 rateable properties contributing approximately 44% of Council's total revenue. It is expected that both the Penrith CBD Corporation and the St Marys Town Centre Corporation will request a continuation of Business Sub-category rates to fund their respective activities. A total of $573,458 will be raised from Penrith CBD rates and $436,468 will be raised from St Marys Town Centre rates.

Council is required to endorse the Making of the Rates and Charges for 2026-27 under Section 535 of the Local Government Act before rates can be levied. This will take place with the adoption of the 2026-27 Operational Plan at this 29 June 2026 Ordinary Meeting. The proposed rates for 2026-27 are shown in the table below with the 1 July 2024 base date land values to be used:

2026-27 RATES LEVY INCOME					
RATE CATEGORY	RATE	MINIMUM RATE 2026-27 $	MINIMUM RATE INCREASE $	TOTAL ANTICIPATED GROSS REVENUE $'000s	NUMBER OF PROPERTIES
Residential	0.0022766	1,353.25	48.25	105,701	71,812
Residential – Rural Area	0.00159362	1,353.25	48.25	17,195	4,670
Residential – Rural 2 to 40 Hectares with dwelling	0.00159362	1,353.25	48.25	1,261	220
Farmland	0.0011383	1,353.25	48.25	5,201	261
Business	0.0029435	1,690.75	60.30	43,130	3,465
Business - Penrith CBD	0.0047796	1,690.75	60.30	3,800	403

Business - St Marys Town Centre	0.0043918	1,690.75	60.30	1,181	221
TOTAL RATING INCOME				$177,469*	81,052

Note: The revenues identified in this section represent the gross anticipated revenues from the Rates Levy on 1 July 2026 with known rateable properties as at March 2026 and prior to the application of Pensioner Subsidies, part year growth to 30 June 2026, part year growth from July 2026 to June 2027, Provision for Doubtful debts, and other subsidies and abandonments.

Stormwater Charges

The Annual Stormwater Management Service Charge (SMSC) ensures Council can deliver a wide range of stormwater management initiatives essential to the health of the catchment and responding to community expectations.

The maximum charge for urban businesses is capped by legislation at $25 plus $25 for each additional (or part of) 350 square metres. These amounts are not indexed each year. For Business properties, Council currently charges below the maximum amount and has set the level at $22.80. When the SMSC was introduced in 2012 it was agreed to cap the charge at the level of revenue businesses were already contributing to stormwater components, hence the reduced charge.

The charge for urban residential properties is set at the maximum amount of $12.50 for residential strata properties and $25.00 for non-strata residential properties.

Rural properties and vacant properties are exempt from the SMSC. Pensioners are given a rebate equal to the SMSC, so are effectively exempt also.

The table below shows the estimated SMSC to be levied for 2026-27 and the anticipated number of properties subject to the annual SMSC, and an estimate of the revenue to be generated in 2026-27. Note that some part year SMSC charges are included for new services that come on throughout the year, so the calculation of the number of assessments by the annual charge does not equate exactly to the forecast revenue totals.

2026-27 Stormwater Management Service Charges to be Levied

Stormwater Category	Annual Charge	No. of Properties	2026-27 Total Revenue
Urban Residential			
Residential	$25.00	45,738	$1,146,511
Residential (Strata)	$12.50	14,702	$180,025
Residential (Pensioner)	$25.00*	8,331	$208,275*
Residential (Strata - Pensioner)	$12.50*	1,356	$16,950*
Urban Business			

Business	$22.80 plus an additional $22.80 for each 350 square metres or part of 350 square metres by which the area of parcel of land exceeds 350 square metres (Business Strata units are apportioned by unit entitlement with a minimum charge of $5.00)	3,719	$1,088,239
Total		73,846	$2,640,000

**Council's Policy has provided a 100% rebate for eligible pensioners.*

Domestic Waste Charges

Domestic Waste Service charges are proposed to be applied to each parcel of rateable land and each occupancy for which the service is available, including vacant land, in accordance with Section 496 of the Local Government Act 1993. The charges will be at the amounts specified in the 2026-27 Operational Plan and 2026-27 Fees & Charges.

Effluent Charges

It is proposed that the annual charges for effluent removal services are applied to each residential occupancy with a single or shared pump out septic tank system at the rates specified in the 2026-27 Operational Plan and 2026-27 Fees & Charges.

Interest on Overdue Rates and Charges

For the purpose of calculating the interest on overdue rates and charges in accordance with Section 566(3) of the Local Government Act 1993, it is proposed that the statutory interest charge of 9.5% announced by the Minister for Local Government (down from 10.5% from the 2025-26 rate) be used for 2026-27.

Rates Hardship – General

Council's Rates team will continue to deal with everyone experiencing hardship with compassion by accepting payment arrangements and extensions for ratepayers to suit their individual circumstances.

Under Section 564 of the Act, Council provides ratepayers who are unable to meet the quarterly instalment due date with alternative payment arrangements. Customers are able to contact Council by telephone or by email to make a payment arrangement.

Arrangements provide the customer with an opportunity to make weekly, fortnightly, monthly or one-off payments. Many arrangements are only short-term payment extensions while others run over several months. Generally, the arrangements are for no longer than six months, with a view to settle the account in full by the end of the financial year. This allows the customer more time to pay, therefore reducing the financial impact on them.

Arrangements that extend beyond six months are carefully analysed as they can cause an unmanageable situation for the ratepayer if the debt increases beyond their future means.

Financial Implications

This report and attachments include information regarding the financial position for the 2026-27 Budget that is presented for Council's adoption as a part of a suite of IP&R documents.

The financial estimates included in the exhibited Draft 2026-27 Operational Plan were based on information that was available at the time. During the Exhibition period, further budget adjustments have been required as a result of the Council decisions and additional information that has been received. A number of budgets have also been adjusted to reflect the latest phasing for multi-year projects and revised schedule of works. A list of budget adjustments is provided in attachment 2.

The 2026-27 Budget that is presented for the Council's adoption, as a part of a suite of IP&R documents tonight, results in a projected cash budget deficit of $2.1m. Council officers will continue to monitor for opportunities to reduce the budgeted deficit as the 2025-26 financial year comes to an end and as 2026-27 year progresses.

It is a legislative requirement for councils to have an adopted Budget by end of June 2026. In the instance that the 2026-27 Budget is not adopted as presented or is deferred it will likely require Council to commence action on service reductions.

Importantly, the adoption of the 2026-27 Operational Plan also highlights that the Council continues to manage a deficit operating result before capital grants and contributions (including depreciation) of around $46.5 million in 2026-27 and into the future if not addressed. Additionally, while the operating result remains an important annual financial management measure, it does not fully capture longer term asset renewal, maintenance and growth-related funding pressures experienced by most councils.

The projected deficit operating results reinforce the structural nature of Council's long term financial sustainability challenges, including increasing depreciation, rising maintenance and renewal obligations, and cost escalation pressures associated with a growing asset base.

Penrith Council's Delivering for Penrith program is therefore focused on identifying a balanced and integrated approach that supports long-term sustainability while maintaining alignment with community expectations and Council's capacity to deliver. Importantly, the program recognises that there is unlikely to be a single solution to Council's long term financial sustainability challenges and that a well considered and broader package of strategic responses is required that may include service optimisation, productivity improvements, asset strategies, efficiency measures, alternative revenue opportunities and funding reforms.

The Delivering for Penrith program will continue with analysis, engagement and reporting over the coming months. Work across the key program streams, including service profiling, asset management, workforce planning and long-term financial modelling, that will determine the gap between organisational commitments and longer-term capacity.

The Delivering for Penrith program will progressively transition toward consideration of strategic options, trade-offs and scenario modelling. This is expected to include further considerations regarding service levels, asset strategies, efficiency opportunities and potential funding pathways.

Risk Implications

All councils in NSW must use the IP&R framework to guide their planning and reporting activities. The requirements for IP&R are set out in the Local Government Act 1993 (the Act)

and the Local Government (General) Regulation 2021 (the Regulation). The Integrated Planning and Reporting Guidelines explain what councils must do to ensure they comply with their planning and reporting requirements set out in the Act. The Guidelines are issued under Sections 402-406 of the Act and cover the Community Strategic Plan, Resourcing Strategy, Delivery Program, Operational Plan, and Community Engagement Strategy.

In developing the Annual Budget, Council is required to comply with two important pieces of legislation - the Local Government Act 1993 and the Local Government (General) Regulation 2021. Councils must also refer to the Integrated Planning and Reporting Guidelines for Local Government in NSW which outlines the statutory planning and reporting requirements that councils must meet.

The following are the requirements relating to the draft Operational Plan:

- A Council must have a plan (its "Operational Plan") that is adopted before the beginning of each financial year and details the activities to be engaged in by the Council during the year as part of the Delivery Program covering that year.
- An Operational Plan must include a statement of the Council's Revenue Policy for the year covered by the Operational Plan. The Statement of Revenue Policy must include the Statements and particulars required by the regulations.
- A Council must prepare a draft Operational Plan and give public notice of the draft indicating that submissions may be made to the Council at any time during the period (not less than 28 days) that the draft is to be on public exhibition. The Council must publicly exhibit the draft Operational Plan in accordance with the notice. Under legislation the draft Community Strategic Plan, Delivery Program, and LTFP must also be placed on public exhibition for a period of at least 28 days and community comment.
- In deciding on the final Operational Plan to be adopted, a Council must consider any submissions that have been made concerning the draft plan.
- Council must post a copy of its Operational Plan on the Council's website within 28 days after the Plan is adopted.

Council will meet these requirements by adopting the recommendations of this report and posting a copy of the adopted Operational Plan on the Council's website within 28 days.

The Long-Term Financial Plan is reviewed and updated as part of the Annual Budget process to ensure that forward projections reflect the most current assumptions. Long term forecasting minimises financial risk by supporting financial sustainability, transparency, and accountability, the latest revision of Council's Long Term Financial Plan is contained in the IP&R Documents presented to the Council for adoption at tonight's meeting.

The LTFP is being reviewed as part of the Delivering for Penrith program of work, and will be presented to Council in September 2026.

Risk implications of the Council not adopting the documents, particularly the 2026-27 Operational Plan as presented, contravenes Section 405 of the Local Government Act of 1993 and will necessitate the reduction of services.

Conclusion

This report seeks the Council's adoption of the 2025-29 Delivery Program incorporating the 2026-27 Operational Plan (separate enclosure 1) and 2026-27 Fees and Charges (separate enclosure 2) following the Council's consideration of the submissions and the budget variations outlined.

The report highlights how Penrith City Council is fulfilling its responsibility to the community by delivering services and infrastructure aligned with a shared vision for the area. This will

be achieved through responsible planning and the delivery of services and infrastructure that meet the expectations and needs of our community.

As Penrith undergoes transformational growth, Council aims to maintain and enhance the community's quality of life. However, this growth presents challenges, including ageing infrastructure, rising costs, and increased expectations for modern, and connected services.

Council must make strategic decisions within limited resources, balancing current needs with long-term sustainability and intergenerational equity - ensuring current decisions don't negatively impact on future generations and that today's services are properly funded by the current generation. While some cost savings have been achieved within Council and for the community, they are insufficient to ensure financial sustainability. Therefore, the report supports the need to adopt the 3.7% rate peg set by IPART for 2026-27 to avoid service reductions.

The 2026 Public Exhibition Report (attachment 1) and the Verbatim submissions received on public exhibition of 2026-27 Operational Plan and 2026-27 Fees and Charges (separate enclosure 3) detail the 59 community submissions received during the public exhibition period. Their issues, concerns and requests raised were taken into thoughtful consideration in Council's response and reflect Council's commitment to transparency and public participation.

Once Council has considered the IP&R Documents, and determines to adopt them, those documents will be available on Council's website within 28 days as outlined in the Local Government Act 1993 Section 406.

This report also recommends that that the Council make the Rates and Charges for 2026-27 as required under Section 535 of the Local Government Act 1993, as detailed in this report.

RECOMMENDATION

That:

1. The information contained in the report on Adoption of the 2026-27 Operational Plan and the 2026-27 Fees and Charges (separate enclosure 2) be received.
2. In accordance with the Local Government Act 1993 Sections 402-406 and the Local Government (General) Regulation 2021, Council endorse the adoption of the *2026-27 Operational Plan (Including 2026-27 Fees & Charges),* including proposed changes outlined in this report, and any amendments made at tonight's meeting.
3. Council adopt the following to make the Rates, Charges and Pensioner Rebates for 2026-27:
    a. **Ordinary Rate:** Council make its Residential, Business and Farmland rates for 2026-27 in accordance with Section 535 of the Local Government Act 1993 as follows:

Category	**Minimum Amount**	**Ad Valorem**
Residential	$1,353.25	0.0022766
Residential – Rural Area *(A Residential sub-category to apply to any property*	$1,353.25	0.00159362

categorised as Residential, and located within the suburbs of Agnes Banks, Badgerys Creek, Berkshire Park, Castlereagh, Kemps Creek, Llandilo, Londonderry, Luddenham, Mount Vernon, Mulgoa (excluding the re-zoned urban area of Glenmore Park Stage 3), Orchard Hills (excluding the re-zoned urban area of Orchard Hills North), and Wallacia.		
Residential – Rural Residential 2 to 40 Hectares *(A Residential sub-category to apply to any property categorised as Residential, located in a suburb outside the Rural Area sub-category boundaries, that is between 2 and 40 hectares in size, contains a dwelling and is zoned for non-urban purposes),*	$1,353.25	0.00159362
Farmland	$1,353.25	0.0011383
Business	$1,690.75	0.0029435
Business – Penrith CBD	$1,690.75	0.0047796
Business – St Marys Town Centre	$1,690.75	0.0043918

b. **Stormwater Charges:** Council make its Stormwater Management Service charge to be applied on all urban residential and urban business land as outlined in the report.

c. **Domestic Waste Charges:** Council make its Domestic Waste Service charge in accordance with Section 496 of the Local Government Act 1993 and the 2026-27 Operational Plan and 2026-27 Fees & Charges.

d. **Effluent Charges:** Council make its annual charge for effluent removal services as outlined in the report and the 2026-27 Operational Plan and 2026-27 Fees & Charges.

e. **Pensioner Rebates**: Council will provide a mandatory pension rebate to a maximum of $250 for eligible pensioners in accordance with Section 515 of the Local Government Act 1993. In addition to

the mandatory pensioner rebate, Council will continue a voluntary rebate under Section 582 of the Local Government Act 1993. The voluntary rebate will be equivalent to the annual stormwater charge applicable to the property. Properties that do not receive a Stormwater Management Service Charge will not receive a voluntary rebate. Pro-rata calculations will be applied to rebates that start or cease within the financial year according to Sections 575 and 584 of the Local Government Act 1993.

f. **Service of Rate Notices:** The General Manager be authorised to prepare and serve Rates and Charges Notices for and on behalf of the Council.

ATTACHMENTS/APPENDICES

1.	2026 Public Exhibition Report	14 Pages	Attachments Included
2.	2026-27 Budget - Changes on Exhibition	2 Pages	Attachments Included
3.	2026-27 Fees & Charges - Changes on Exhibition	5 Pages	Attachments Included
1.	2025-29 Delivery Program 2026-27 Operational Plan	110 Pages	Separate Enclosure
2.	2026-27 Fees and Charges	83 Pages	Separate Enclosure
3.	Verbatim Submissions received on Public Exhibition	55 Pages	Separate Enclosure

13 Code of Meeting Practice - Disallowance of the Local Government (General) Amendment (Model Code of Meeting Practice) Regulation 2025

Compiled by: **Avanthi Fernando, Governance Officer**
Stuart Benzie, Governance Manager

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

Councils are required to adopt a Code of Meeting Practice (Meeting Code) to ensure its meetings are conducted in a transparent, orderly and effective manner. Councils must incorporate the mandatory provisions of the Office of Local Government's (OLG) Model Code of Meeting Practice (Model Code) when adopting a Meeting Code.

Council last adopted its Meeting Code on 2 February 2026 following new Model Code requirements released by the OLG in August 2025 and prescribed by the *Local Government (General) Amendment (Model Code of Meeting Practice) Regulation 2025* on 5 September 2025 (the Regulation).

The NSW Legislative Council has now disallowed the Regulation, meaning the 2025 Model Code is no longer in effect and the 2021 Model Code is now once again the prescribed Model Code.

It is recommended that to ensure compliance with the 2021 Model Code, Council should rescind its resolution of 2 February 2026 which adopted its current Meeting Code. This would have the effect of reinstating Council's previous Meeting Code which incorporated the mandatory provisions of the 2021 Model Code. A copy of Council's previous Meeting Code which was adopted on 25 August 2025 is attached to this report for Council's reference.

Background

On 29 August 2025 the OLG released a Model Code for NSW Councils and this was prescribed by the Regulation on 5 September 2025. Councils are required to adopt a Meeting Code that incorporates the mandatory provisions of the Model Code within 12 months of a council election. Council subsequently adopted its current Meeting Code (the 2026 Meeting Code) on 2 February 2026.

On 26 May 2026, a motion to the NSW Legislative Council by Dr Amanda Cohn MLC to disallow the new 2025 Model Code was passed. The motion was passed due to concerns with some aspects of the Model Code that included:

- the conditions imposed on councillors regarding remote attendance at meetings
- public participation processes, and
- the unintended impacts of notionally banning Councillor Briefings.

During earlier consultation processes, Council made submissions to the OLG raising concerns with some components of the 2025 Model Code. This included the remote attendance conditions and the banning of councillor briefings.

As a result of the Regulation's disallowance, the 2025 Model Code is no longer the prescribed Model Code and the earlier 2021 Model Code has been reinstated.

Current Situation

The OLG has provided advice that councils should revoke their current Meeting Codes and reinstate their previous Meeting Codes that were based on the mandatory provisions of the earlier 2021 Model Code. This can be achieved by rescinding Council's resolution of 2 February 2026 that adopted its current Meeting Code.

The OLG has further indicated that a revised Model Code is being developed and expected to be released soon. Council's officers envisage that the new revised Model Code is likely to retain many of the changes introduced by the 2025 Model Code. In the interim, Council officers believe that Council can largely continue to manage and operate its meetings as it is currently doing, with some minor practical adjustments to ensure compliance with the 2021 Model Code and its reinstated 2025 Meeting Code. This will include applying the provisions for remote attendance as described by its 2025 Meeting Code.

Public Forums

While awaiting the release of the revised Model Meeting Code, it is proposed that Council continue to provide for public participation in decision making by retaining the current Public Forum arrangements that were put in place by Council's 2026 Meeting Code, whereby Public Forums are held prior to Ordinary Meetings. Although these arrangements were not included in what would be Council's reinstated 2025 Meeting Code, the holding of Public Forums does not create an inconsistency with the mandatory provisions on the 2021 Model Code.

Financial Implications

There are no financial implications associated with this report. Any minor administrative costs arising from rescinding the current Code of Meeting Practice and reinstating the previous Code will be managed within existing operational budgets and are already provided for in the current Operational Plan. There are no ongoing costs or unfunded actions identified. Should Council resolve to undertake further amendments to the Code in the future, any associated costs (including public exhibition, legal advice or implementation) would be brought forward as part of a separate report and considered through the relevant budget process.

Risk Implications

Council is required to adopt a Meeting Code that complies with legislative requirements. Should Council not rescind its current adopted Meeting Code it would have in place a Meeting Code that is not consistent with the mandatory provisions. Should Council wish to make any other changes to its Meeting Code, it would first need to publicly exhibit a revised draft of that Meeting Code prior to adoption and this would not be efficient given the OLG's advice that a new Model Code will soon be released. While a low risk, ensuring Council is conducting meetings in accordance with the Model Code protects Council decisions from challenge.

Conclusion

The *Local Government (General) Amendment (Model Code of Meeting Practice) Regulation 2025* which prescribed the 2025 Model Meeting Code was disallowed by the NSW Legislative Council on 26 May 2026. To ensure legislative compliance it is recommended that Council rescind its earlier resolution of 2 February 2026 adopting the current Meeting Code. This will have the effect of reinstating Council's 2025 Meeting Code which was adopted on 25 August 2025 and incorporated the mandatory provisions of the 2021 Model Code.

RECOMMENDATION

That:

1. The information contained in the report on Code of Meeting Practice - Disallowance of the Local Government (General) Amendment (Model Code of Meeting Practice) Regulation 2025 be received.
2. Council's resolution of 2 February 2026 adopting the Code of Meeting Practice be rescinded.
3. Council note the previous Code of Meeting Practice adopted on 25 August 2025 is now in place.

ATTACHMENTS/APPENDICES

1. Code of Meeting Practice - 25 August 2025 43 Pages Attachments Included

14 Summary of Investments and Banking for the period 1 May 2026 - 31 May 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 May 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 May 2026 to 31 May 2026 and a reconciliation of invested funds as at 31 May 2026.

The investment returns versus the benchmark as a percentage for May 2026 are:

- Council portfolio current month's yield 4.84%
- Council portfolio annualised yield to date 4.68%
- 90-day Bank Bill Swap Rate (Benchmark) 4.43%
- Enhanced 90-day Bank Bill Swap Rate (Benchmark – BBSW + 30bps) 4.73%
- 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 May 2026, Historical Investment Performance Analysis tables and charts, a reconciliation of Invested Funds for May 2026 and various Investment Summary and Investment Portfolio analysis tables and charts.

The Reserve Bank of Australia (RBA) last met on 16 June 2026. In that meeting the Board resolved to maintain the cash rate target at 4.35 per cent, noting that while financial conditions have tightened following earlier rate increases and there are emerging signs of a moderation in economic activity, inflation remains above target. Recent data indicate that inflationary pressures have been elevated, partly reflecting higher energy costs linked to global supply disruptions and ongoing capacity constraints, with some evidence of cost

pass-through to consumer prices. Although consumer spending growth is easing and housing market conditions have softened in some areas, labour market outcomes remain relatively resilient, and business investment continues to be strong. Given the heightened uncertainty in the economic outlook, particularly relating to global developments and inflation risks, the Board judged it appropriate to allow time to assess the effects of prior policy tightening while remaining prepared to adjust the cash rate further if necessary to support the return of inflation to target and maintain price stability and full employment.

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 (as highlighted above). The original interest income budget was projected at $13.6M, based on the prevailing interest rates at the time of estimation. This has been favourably revised upward by $500k in the March 2026 Quarterly Review, reflecting improved investment performance. The increase is primarily attributable to higher returns achieved on Council's invested funds, resulting from three interest rate rises during 2026. Having said that, we will need to continue to monitor the returns against the budget over the remaining last month of the financial year, as the monetary policy position of the RBA changes.

It should be noted that Council's Investment Portfolio balance including interest income is either tied to restricted activities like Development Contributions and Unexpended Grants (refer Table 1.2), and that any unrestricted interest income earnt was allocated to programs of work when the Council adopted the 2025-26 Budget. Any additional interest income earnt above the Budget amount will be required to assist in attempting to balance the projected 2025-26 year end Budget deficit.

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 May 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 31 May 2026.

Neil Farquharson

RECOMMENDATION

That:

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

ATTACHMENTS/APPENDICES

1. Investment Report as at 31 May 2026 6 Pages Appendix

Penrith City Council

Summary of Investments
31 May 2026

Commentary

The Reserve Bank of Australia (RBA) last met on 16 June 2026. In that meeting the Board resolved to maintain the cash rate target at 4.35 per cent, noting that while financial conditions have tightened following earlier rate increases and there are emerging signs of a moderation in economic activity, inflation remains above target. Recent data indicate that inflationary pressures have been elevated, partly reflecting higher energy costs linked to global supply disruptions and ongoing capacity constraints, with some evidence of cost pass-through to consumer prices. Although consumer spending growth is easing and housing market conditions have softened in some areas, labour market outcomes remain relatively resilient, and business investment continues to be strong. Given the heightened uncertainty in the economic outlook, particularly relating to global developments and inflation risks, the Board judged it appropriate to allow time to assess the effects of prior policy tightening while remaining prepared to adjust the cash rate further if necessary to support the return of inflation to target and maintain price stability and full employment.

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 May 2026, showing the impact of the continued improvements in interest rates being invested.

Australia's 10-year bond yield fell below 4.9% as weaker-than-expected GDP growth signalled that higher interest rates are slowing the economy and reducing the likelihood of further near-term rate hikes. While the RBA will reassess policy at its mid-June meeting amid ongoing inflation risks and geopolitical pressures, markets currently expect no change in June, with a possible rate increase later in August.

Australia's annual inflation rate eased to 4.2% in April 2026, driven by moderating price growth across goods, transport, food, and housing, although it remains above the RBA's 2–3% target range. Monthly inflation also slowed, while underlying measures such as trimmed mean and weighted median CPI indicate persistent price pressures despite the overall moderation. The April 2026 unemployment increased to 4.5%, from 4.3% in previous months result. May 2026 inflation and unemployment rates have not been published at the time of writing this report.

The investment returns versus the benchmark and annual budget as a percentage for May 2026 are:

Council portfolio current month's yield	4.84%
Council portfolio annualised yield to date	4.68%
90-day Bank Bill Swap Rate (Benchmark)	4.43%
Enhanced 90-day Bank Bill Swap Rate (Benchmark – BBSW + 30bps)	4.73%
Original budget estimated return (2025/26 Financial Year)	4.25%

Penrith City Council

Historical Investment Performance

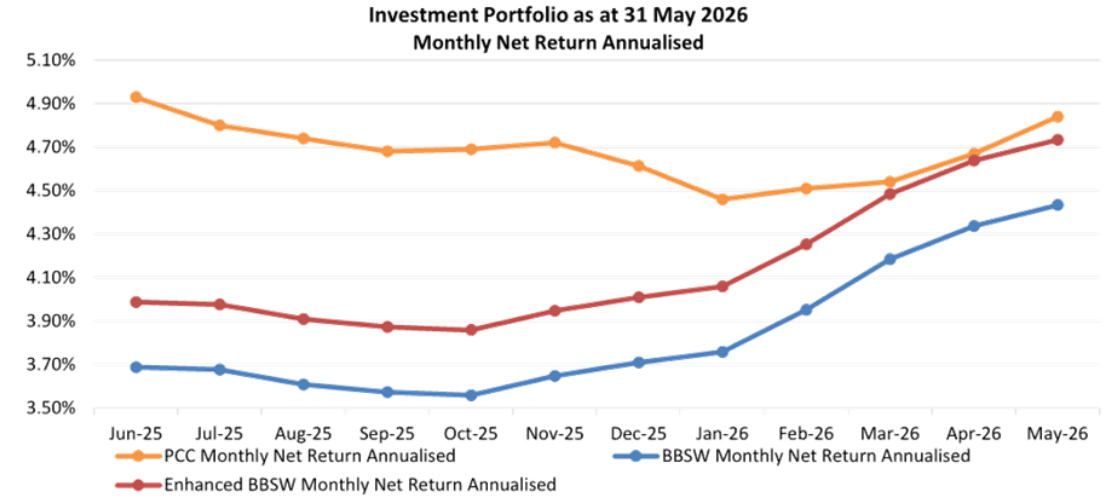
Table 1

	Actual Portfolio Monthly Return	Benchmark (BBSW)	Enhanced Benchmark (BBSW+30bps)
Current Portfolio Yield (including FRNs)	4.84%	4.43%	4.73%
Past 12 Month Portfolio Performance	4.68%	3.84%	4.18%
Portfolio Return for the Period	0.40%	0.37%	0.39%

Portfolio Yield (Actual Versus Benchmark)

The annual weighted average income return on investment for May 2026 was 4.68%. This graph tracks performance over time and shows that the yield has ranged between a high of 4.93% and a low of 4.46% over the last 12 months. The reportable month's result has surpassed the BBSW monthly return benchmark.

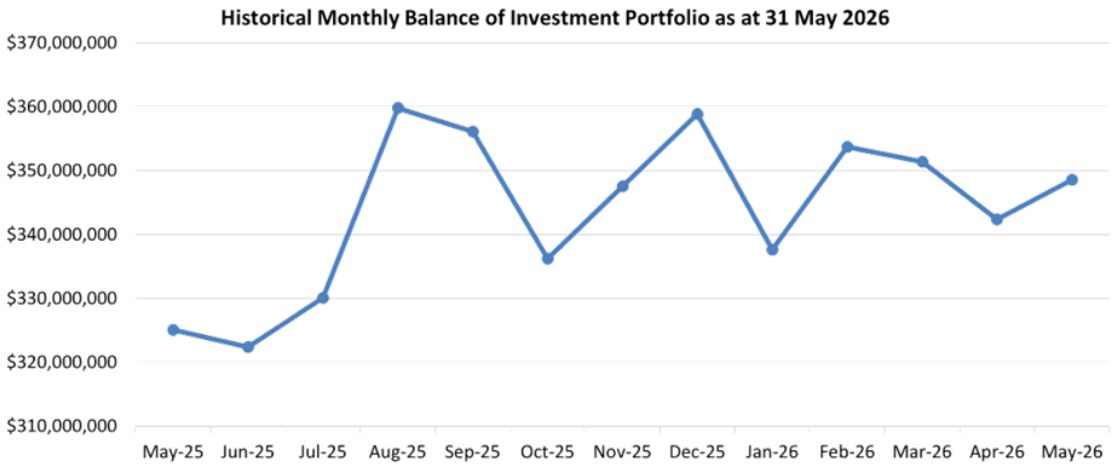
Graph 1



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

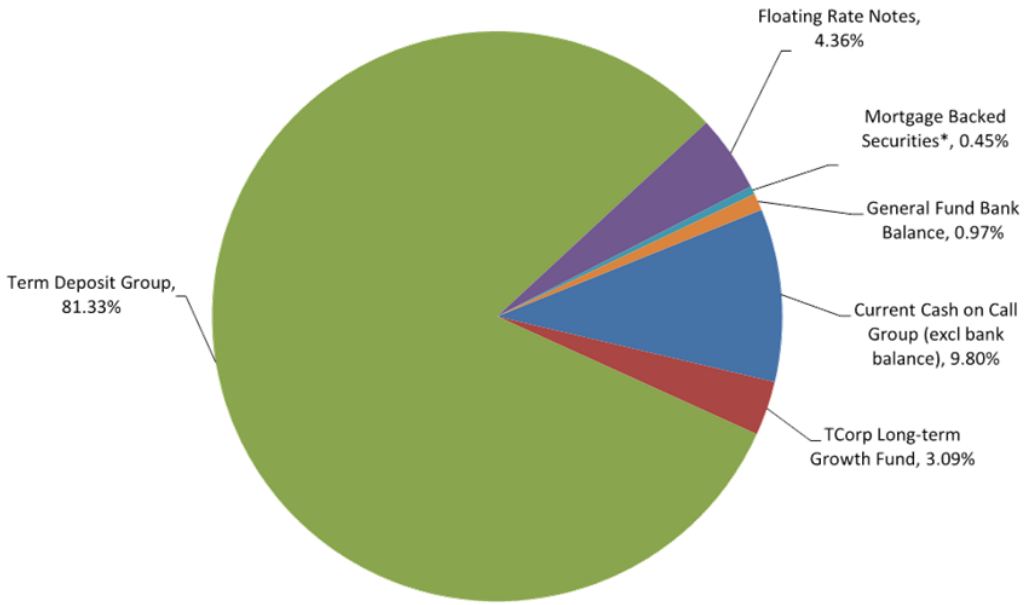
Asset Group	Closing Value (Face Value) 30 April 2026		Closing Value (Face Value) 31 May 2026	
	$	%	$	%
Current Cash on Call Group (excl bank balance)	23,515,094	6.87%	34,171,595	9.80%
TCorp Long-term Growth Fund	10,444,823	3.05%	10,769,700	3.09%
Term Deposit Group	286,500,000	83.68%	283,500,000	81.33%
Floating Rate Notes	17,200,000	5.02%	15,200,000	4.36%
Mortgage Backed Securities*	1,578,416	0.46%	1,560,019	0.45%
Sub-Total	***339,238,333***		***345,201,314***	
General Fund Bank Balance	3,159,248	0.92%	3,394,185	0.97%
Total	**342,397,581**	**100%**	**348,595,499**	**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.*

May 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 30 April 2026		Period Ending 31 May 2026	
	$	%	$	%
Represented by:				
Externally Restricted Assets				
Section 7.11 Developer Contributions	130,604,513	38.14%	123,778,139	35.51%
Restricted Contributions for Works	5,943,212	1.74%	5,655,964	1.62%
Unexpended Grants*	52,559,550	15.35%	53,645,224	15.39%
Unexpended Loan Funds	13,016,060	3.80%	12,919,956	3.71%
Other Externally Restricted	9,834,878	2.87%	18,959,125	5.44%
Total	**211,958,213**		**214,958,408**	
Internally Restricted Assets - Funding of Operations				
Internal Reserves	104,545,183	30.53%	104,029,936	29.84%
Security Bonds and Deposits - Payable	24,541,005	7.17%	24,723,642	7.09%
Total	**129,086,188**		**128,753,578**	
Restricted Assets Utilised in Operations				
Unrestricted Invested Funds	1,353,180	0.40%	4,883,513	1.40%
Total Invested Funds	**342,397,581**	**100.00%**	**348,595,499**	**100.00%**

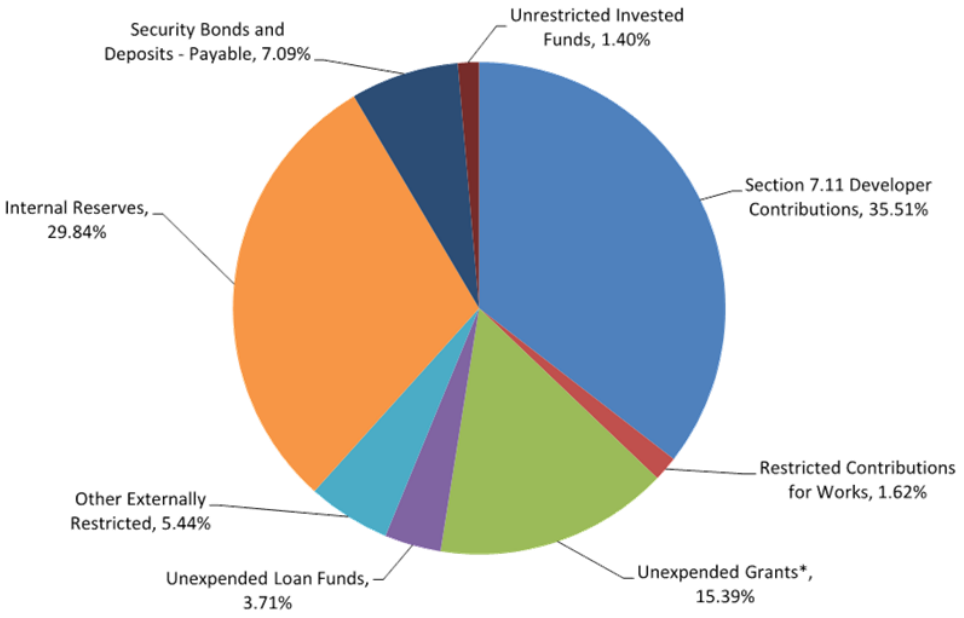
**Balance may be in deficit when funds are spent in advance of grant payment date to the Council.*

NOTE: *The above figures have been prepared under cash basis accounting.*

May 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

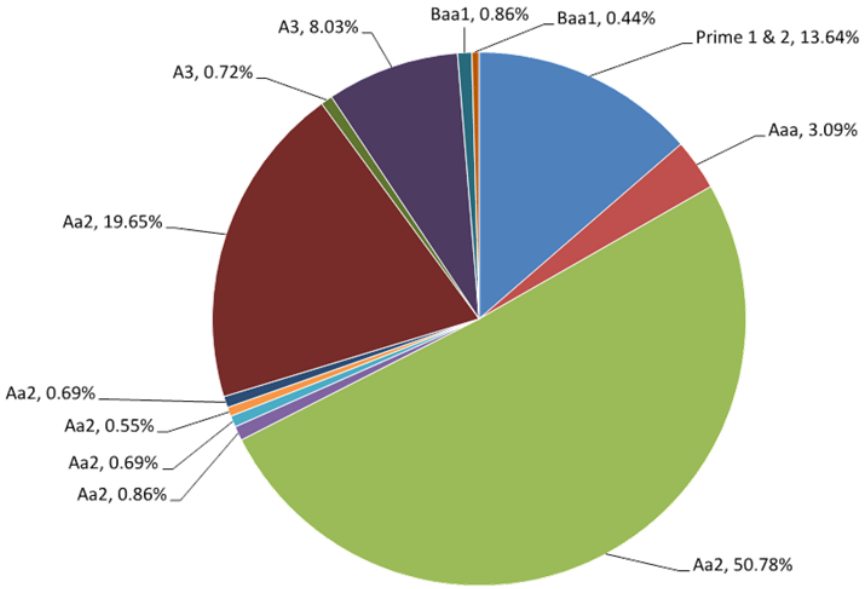
		31 May 2026		
Credit Exposure	**Bank/Financial Institution**	**Utilised $**	**Portfolio %**	**% Policy Maximum**
Short Term				
Prime 1	CBA, NAB, Westpac & Rabobank	45,065,780	12.92%	100% (40% per institution)
Prime 2	ING Bank	2,500,000	0.72%	5% (10% per institution)
Prime 1 & 2		***47,565,780***	13.64%	
Long Term				
Aaa	TCorp Long-term Growth Fund	10,769,700	3.09%	100% (40% per institution)
Aa2	Term Deposit (WBC & NAB)	177,000,000	50.78%	100% (40% per institution)
Aa2	Floating Rate Note (WBC)	3,000,000	0.86%	100% (40% per institution)
Aa2	Floating Rate Note (NAB)	2,400,000	0.69%	100% (40% per institution)
Aa2	Floating Rate Note (Suncorp)	1,900,000	0.55%	100% (40% per institution)
Aa2	Floating Rate Note (Macquarie Bank)	2,400,000	0.69%	100% (40% per institution)
Aa2	Term Deposit (Rabobank Australia Ltd)	68,500,000	19.65%	100% (40% per institution)
A3	Floating Rate Note (ING Bank)	2,500,000	0.72%	20% (10% per institution)
A3	Term Deposit (ING Bank)	28,000,000	8.03%	20% (10% per institution)
Baa1	Floating Rate Note (Bank of Queensland)	3,000,000	0.86%	Grandfathered
Baa1	Mortgage Backed Securities (Barclays Capital) *	1,560,019	0.44%	Grandfathered
Sub-Total		***301,029,720***	86.36%	
Total		**348,595,499**	**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.*

May 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)

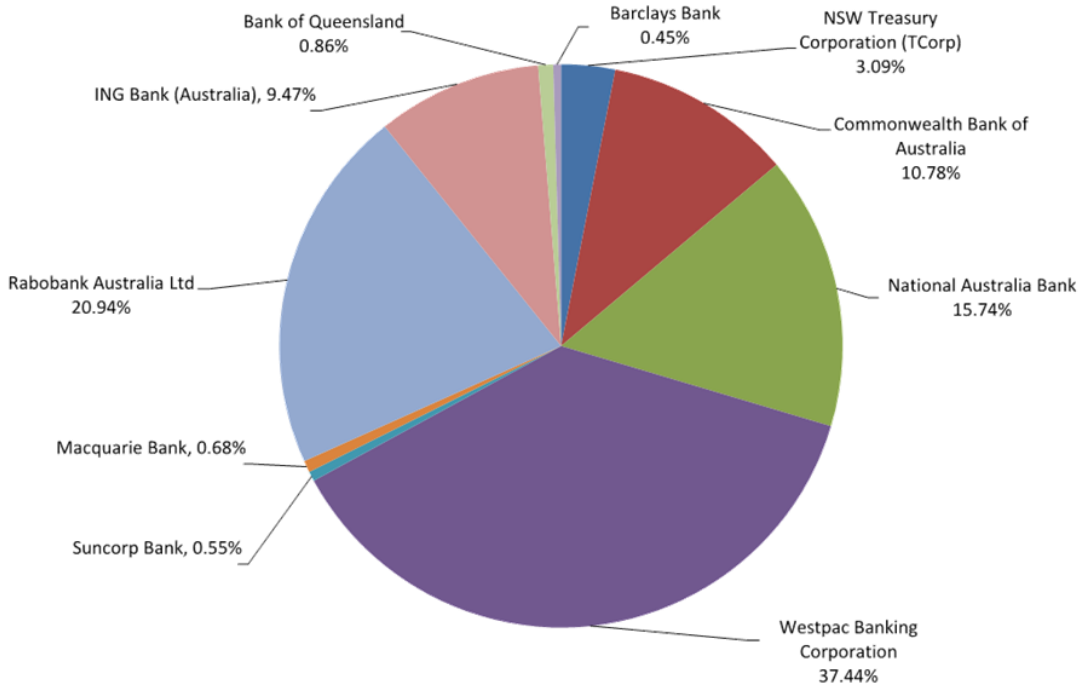
Table 1.4

			31 May 2026	
Dealing Bank	**Short Term**	**Long Term**	**Investment**	**% Allocation**
NSW Treasury Corporation (TCorp)	Prime 1	Aaa	10,769,700	3.09%
Commonwealth Bank of Australia	Prime 1	Aa2	37,565,780	10.78%
National Australia Bank	Prime 1	Aa2	54,900,000	15.74%
Westpac Banking Corporation	Prime 1	Aa2	130,500,000	37.44%
Suncorp Bank	Prime 1	Aa2	1,900,000	0.55%
Macquarie Bank	Prime 1	Aa2	2,400,000	0.68%
Rabobank Australia Ltd	Prime 1	Aa2	73,000,000	20.94%
ING Bank (Australia)	Prime 2	A3	33,000,000	9.47%
Bank of Queensland	Prime 2	Baa1	3,000,000	0.86%
Barclays Bank	Prime 2	Baa1	1,560,019	0.45%
Total Investment			**348,595,499**	**100.00%**

Reflects the spread of investments amongst various Financial Institutions to show portfolio diversification in accordance with the Council's Policy of risk aversion.

May 2026 Investment % Allocation by Financial Institutions (per Moody's Credit Ratings)

Graph 1.5



CONFIDENTIAL BUSINESS

DELIVERY PROGRAM REPORTS

CONTENTS

Pecuniary Interests

Other Interests

Monday June 29 2026

Item		Page
1	Presence of the Public	1
2	Council Property - New Lease - 42 Bruce Neale Drive, Penrith	***2***
3	Council Property - New Lease - Suite 2, 207-209 Queen Street, St Marys	***2***
4	Transfer of 4 properties to Council	***2***
5	General Manager's Annual Performance Review 2025-26 and Performance Measures 2026-27	***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 Committee 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 5

2 Council Property - New Lease - 42 Bruce Neale Drive, Penrith

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.

3 Council Property - New Lease - Suite 2, 207-209 Queen Street, St Marys

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.

4 Transfer of 4 properties to Council

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.

5 General Manager's Annual Performance Review 2025-26 and Performance Measures 2026-27

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.

ATTACHMENTS

Date of Meeting:	Monday 29 June 2026
Report Title:	Draft Reflect Reconciliation Action Plan
Attachments:	Draft Reflect Reconciliation Action Plan 2026

Positively PENRITH

Reflect Reconciliation Action Plan 2026

PENRITH CITY COUNCIL

RECONCILIATION ACTION PLAN REFLECT

Acknowledgment 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.

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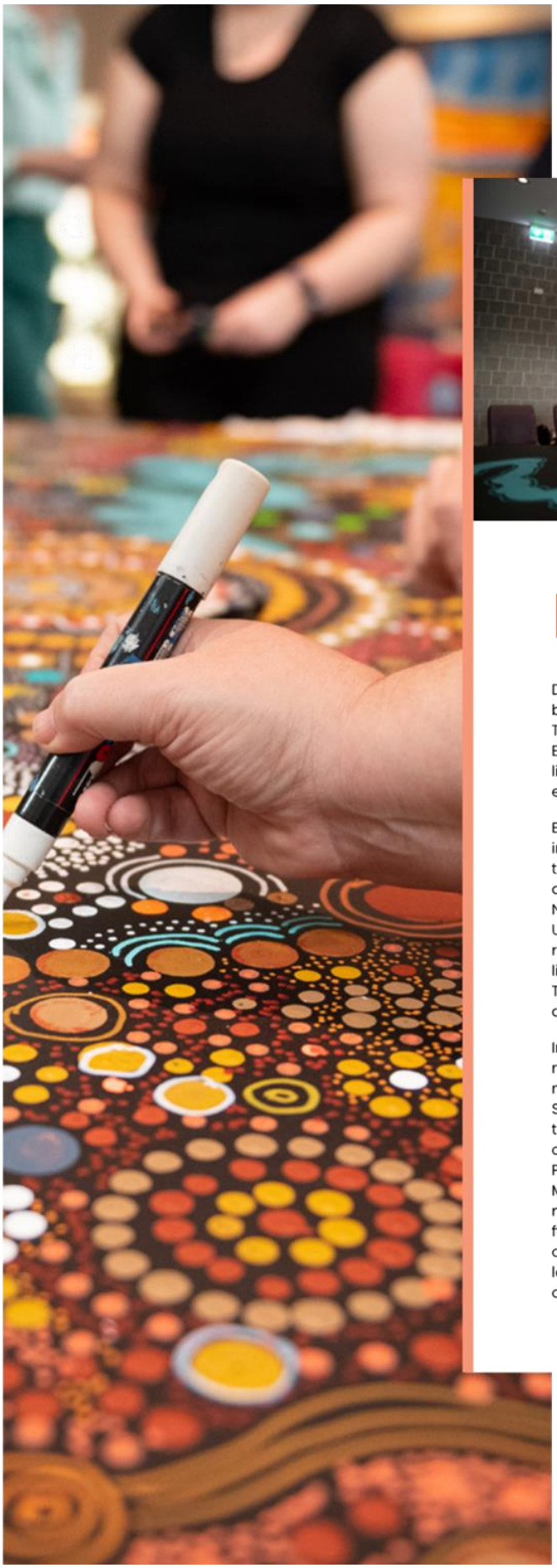
4 PENRITH CITY COUNCIL



Dalmarri

Dalmarri is a 100% Aboriginal-owned company, certified by Supply Nation, and based in the Western Sydney. The business is owned by First Nations Artists, Trevor Eastwood, and Jason Douglas. Dalmarri brings culture to life through engagement, art, and teachings for corporate, educational, and community settings.

Both Trevor and Jason have been deeply immersed in Aboriginal Art, including storytelling, Songlines, and the Dreaming, under the guidance of Trevor's father, acclaimed Aboriginal artist Uncle Danny Eastwood of Ngamba, Darug, and Gadigal country. Jason's father, Uncle Michael Douglas, is a Native Title holder and Elder, recognized for his community advocacy and role as a liaison officer with the police. Both fathers are proud that Trevor and Jason are continuing the legacy of preserving and sharing Aboriginal culture for future generations.

In less than four years, Dalmarri has grown significantly, now employing an additional six Aboriginal staff members. The company has opened a new art gallery in St Marys, Darug Country, runs cultural workshops within the community, represents over 50 local schools, and collaborates with more than 60 childcare centres in Penrith, Fairfield, Inner West, Georges River, and the Blue Mountains councils. Additionally, Dalmarri partners with numerous local communities and leading corporate firms. This artwork symbolises the beauty and diversity of Country across Penrith, capturing the rich cultural landscapes and waterways honouring its traditional owners the Darug and Gundungarra.

IMAGE

A message from the Mayor

Penrith City Council is pleased to present our first ever Reconciliation Action Plan (RAP). The RAP will guide Councils' approach to reconciliation, which has been developed in consultation with First Nations peoples and the wider community in the Penrith Local Government Area.

Through the RAP, Council is committed to developing mutually beneficial relationships with the First Nations Community. Building on previous work this RAP will provide further opportunity for meaningful reconciliation between First Nations peoples and Council. As part of this RAP, Council will be investigating how we can work together with other organisations across the region to help close the gaps experienced by the First Nations people in our community.

We are extremely proud of the rich culture, history, and heritage of Penrith. We have over 757 known recorded Aboriginal sites of significance. This rich history is accompanied by the fact that Penrith has a growing First Nations community.

Councillor Todd Carney
Mayor of Penrith

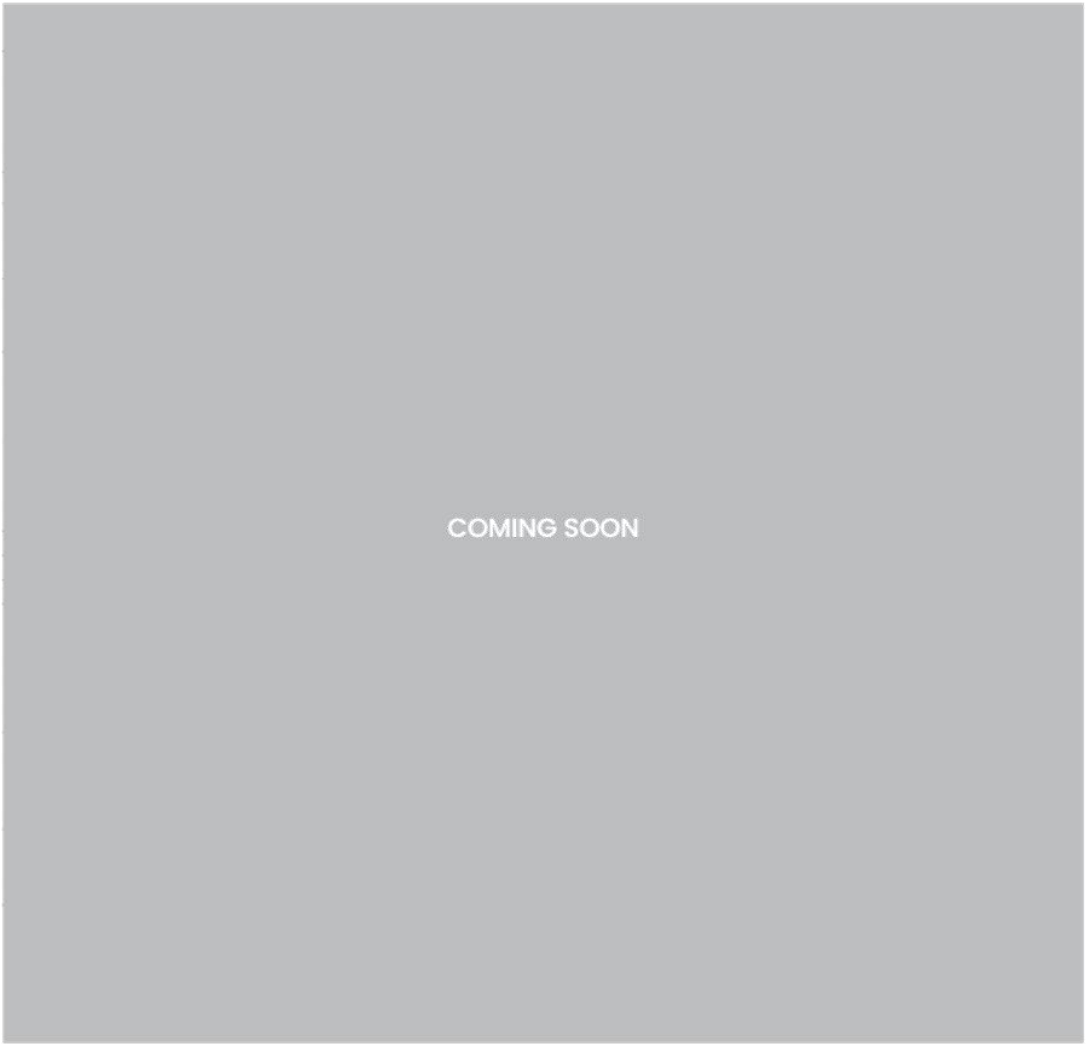
A message from the General Manager

As the General Manager of Penrith City Council, it is my honour to present our Reflect Reconciliation Action Plan on behalf of the organisation. The RAP features key actions under the pillars of: Respect, Relationships, Opportunity, and Governance. These actions will support Council on our journey to foster reconciliation and provide the First Nations communities with services, opportunities and relationships founded on respect and understanding. Council looks forward to working with the First Nations community to advance reconciliation across Penrith.

Andrew Moore
General Manager

Foreward

A message from
Karen Mundine



Executive Summary

Penrith City Council has committed to a Reflect stage Reconciliation Action Plan. We have chosen this stage as an organisation new to the reconciliation journey and with much to learn.

Penrith City Council is responsible for a 404km² area in Western Sydney. Like all NSW Councils, we operate within a legislative framework set by the State Government and are guided by our community through a Community Strategic Plan. Decisions are made by 15 Councillors who are elected by the public every 4 years. Councillors make decisions on all key matters at Council meetings.

Penrith City Council currently employs 1,484 employees, including permanent, temporary, and casual employees - 57 employees, have identified as First Nations. As part of the RAP, we have committed to reviewing our Human Resources (HR) and employment practices to understand how we can effectively and ethically foster meaningful attraction, retention, and progression strategies with our First Nations community. Penrith City Council is committed to being an equal opportunity employer.

This reflect Reconciliation Action Plan (RAP) represents Penrith City Councils determined position to be working with and for our First Nations community. There are 15 key actions and 41 deliverables that feature in the Reflect Reconciliation Action Plan including:

1. Investigate the establishment of a First Nations Advisory Group
2. Establish a Reconciliation Action Plan Working Group
3. Develop a Vision for Reconciliation
4. Develop a statement of commitment to Reconciliation across our City

Penrith City's First Nations Community

Penrith City has had significant growth in the number of people identifying as First Nations. We have almost 11,000 people identifying as First Nations living here, which is 5% of the resident population for Penrith, up from 3.9% in 2016.

Whilst we saw an increase in numbers across each age bracket, the largest age bracket remains 0-4 years old.
The suburbs with the largest number of First Nations people are:

- Penrith with 1,116 residents (6% of all residents),
- Cranebrook with 1,111 residents (7% of all residents)
- Glenmore Park with 918 residents (4% of all residents).

The suburbs with the largest growth in the number of First Nations people are:

- Penrith (+447 residents)
- Jordan Springs (+372 residents)
- Glenmore Park (+359 residents)

Residents who identify as First Nations

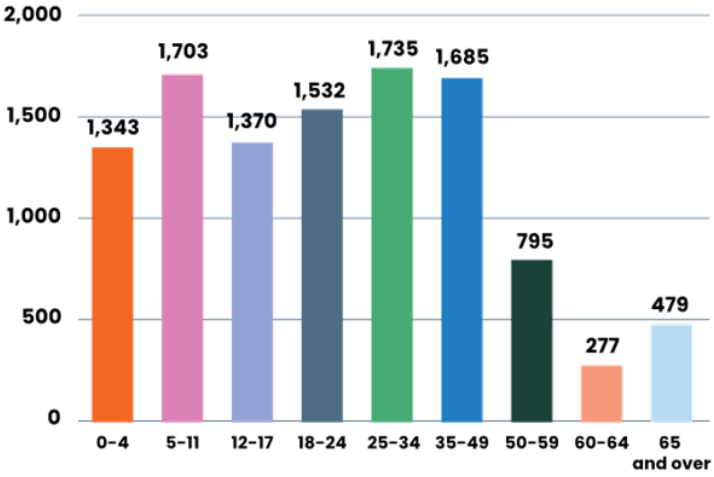
SAMPLE PROFILE

SOURCE: ABS 2021 CENSUS

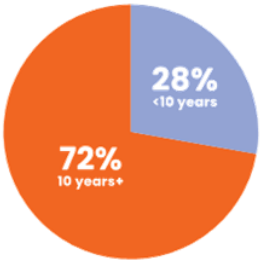
Gender

Female 50.3% Male 49.7%

Age

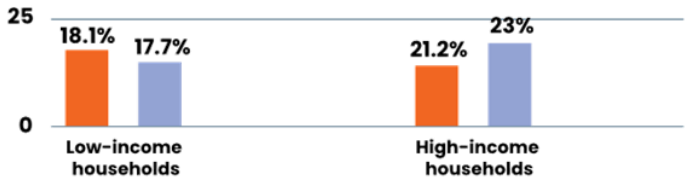


Time lived in the Penrith area



Live in Public Housing

Household income



Low-income households are defined as those with $800 of gross weekly income or less

High-income households are defined as those with $3,000 of gross weekly income or less

FIRST NATIONS PEOPLES IN PENRITH CITY LGA

TOTAL PENRITH CITY LGA

SUMMARY OF FINDINGS FROM THE COMMUNITY WELLBEING SURVEY 2022

Key finding	First Nations	Non-Indigenous
Ability to raise $2000	49% ▼	80%
Experience of food shortage in last 12 months	19% ▲	6%
More likely to experience barriers accessing services due to discrimination	5% ▲	1%

8% of respondents identify as First Nations N = 39

Developing the Plan

Penrith City Council's Reflect Reconciliation Action Plan has been informed by several years of engagement, partnership and listening with First Nations communities, organisations and Traditional Owners across the Penrith Local Government Area.

Council acknowledges and sincerely thanks Penrith's First Nations community, Traditional Custodians, the Aboriginal Community Controlled Organisations (ACCO) sector, and members of the Muru Murak Interagency for their continuing leadership, cultural guidance and willingness to walk alongside Council on its reconciliation journey.

Council's work toward this Reconciliation Action Plan began in June 2022, when Council commissioned a First Nations Wellbeing Survey across NAIDOC Week. This was followed in 2023 by a broader Community Wellbeing Survey, and a series of community workshops facilitated by WSP and Curijo Aboriginal Consultancy with Traditional Owners and Aboriginal Community Controlled Organisations to explore aspirations, strengths, and challenges across the City.

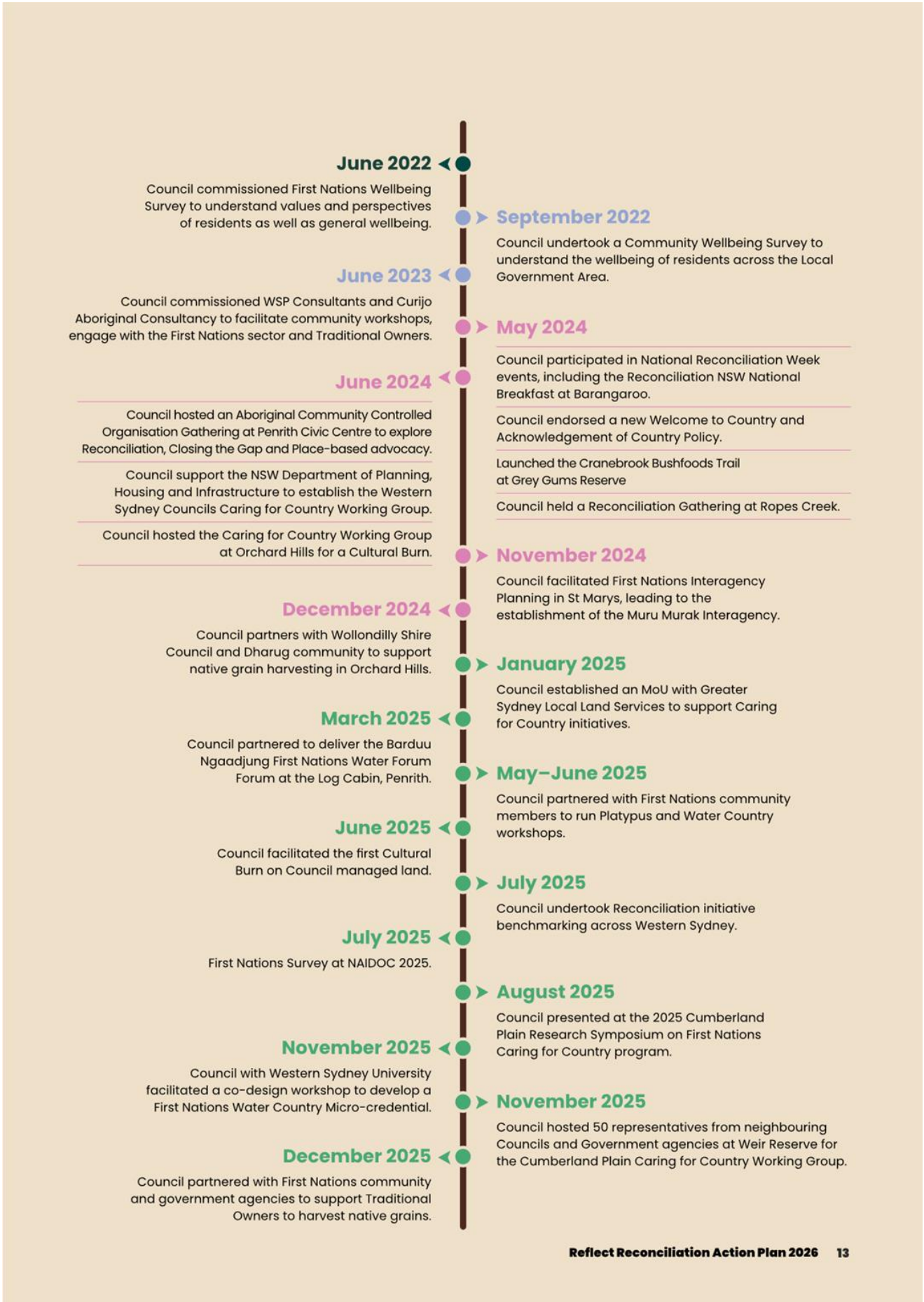
Throughout 2024, Council deepened this engagement. Council introduced a new Welcome to Country and Acknowledgement of Country Policy, hosted a Reconciliation Gathering at Ropes Creek, and convened an Aboriginal Community Controlled Organisation Gathering at the Penrith Civic Centre. Council also participated in key Reconciliation Week events, including the Reconciliation NSW National Breakfast at Barangaroo, where Penrith City Council's First Nations staff and members of the Muru Murak Interagency were invited to speak on the community panel, sharing insights into Reconciliation practice across Western Sydney.

Partnerships continued to strengthen through Caring for Country initiatives, including Council's collaboration with NSW Department of Planning, Housing and Infrastructure to establish the Western Sydney Councils Caring for Country Working Group, and hosting the group at Orchard Hills for a cultural burn in June 2024. In November 2024, Council facilitated an interagency planning day with the First Nations sector in St Marys, which led to the establishment of the Muru Murak Interagency.

In 2025, Council formalised its partnership with Greater Sydney Local Land Services through a Memorandum of Understanding to support Caring for Country priorities and Reconciliation. Council also partnered to deliver the First Nations Water Forum in March, working alongside community to deliver a series of Platypus and Water Country workshops from May to June, and facilitated the first cultural burn on Council-managed land since colonisation. In July 2025, Council Officers undertook a benchmarking exercise to explore Reconciliation practices amongst Local Councils in Western Sydney. The benchmarking exercise enabled Council Officers to develop the RAP with regional best practice in mind.

These collective engagements, relationships and insights shaped the foundations of Penrith City Council's Reconciliation Action Plan and the commitments embedded within it.

First Nations Community coming together with Government Agencies at a Cultural Burn in Orchard Hills


June 2022
Council commissioned First Nations Wellbeing Survey to understand values and perspectives of residents as well as general wellbeing.
September 2022
Council undertook a Community Wellbeing Survey to understand the wellbeing of residents across the Local Government Area.
June 2023
Council commissioned WSP Consultants and Curijo Aboriginal Consultancy to facilitate community workshops, engage with the First Nations sector and Traditional Owners.
May 2024
Council participated in National Reconciliation Week events, including the Reconciliation NSW National Breakfast at Barangaroo.
Council endorsed a new Welcome to Country and Acknowledgement of Country Policy.
Launched the Cranebrook Bushfoods Trail at Grey Gums Reserve
Council held a Reconciliation Gathering at Ropes Creek.
June 2024
Council hosted an Aboriginal Community Controlled Organisation Gathering at Penrith Civic Centre to explore Reconciliation, Closing the Gap and Place-based advocacy.
Council support the NSW Department of Planning, Housing and Infrastructure to establish the Western Sydney Councils Caring for Country Working Group.
Council hosted the Caring for Country Working Group at Orchard Hills for a Cultural Burn.
November 2024
Council facilitated First Nations Interagency Planning in St Marys, leading to the establishment of the Muru Murak Interagency.
December 2024
Council partners with Wollondilly Shire Council and Dharug community to support native grain harvesting in Orchard Hills.
January 2025
Council established an MoU with Greater Sydney Local Land Services to support Caring for Country initiatives.
March 2025
Council partnered to deliver the Barduu Ngaadjung First Nations Water Forum Forum at the Log Cabin, Penrith.
May–June 2025
Council partnered with First Nations community members to run Platypus and Water Country workshops.
June 2025
Council facilitated the first Cultural Burn on Council managed land.
July 2025
Council undertook Reconciliation initiative benchmarking across Western Sydney.
July 2025
First Nations Survey at NAIDOC 2025.
August 2025
Council presented at the 2025 Cumberland Plain Research Symposium on First Nations Caring for Country program.
November 2025
Council with Western Sydney University facilitated a co-design workshop to develop a First Nations Water Country Micro-credential.
November 2025
Council hosted 50 representatives from neighbouring Councils and Government agencies at Weir Reserve for the Cumberland Plain Caring for Country Working Group.
December 2025
Council partnered with First Nations community and government agencies to support Traditional Owners to harvest native grains.

What you told us

In 2022, Council began exploring the dimensions of Reconciliation and how First Nations peoples within our City felt about Council's relationships with First Nations peoples. Council sought to understand how the community felt about:

- opportunities available to First Nations people across Penrith
- the level of respect given to First Nations culture, history and heritage

A survey was developed and shared across the City, attracting responses from over 218 people. 57% of whom identified as First Nations and Torres Strait Islander, 43% as non-Indigenous. 85% of respondents felt that Council needed to strengthen its relationships with First Nations people across the City. It's also important to note that 56% of respondents noted low levels of satisfaction with regards to the opportunities available to First Nations peoples across our City.

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The July 2025 survey iteration captured 168 responses, 51% identifying as First Nations, 38% as non-Indigenous and 6% preferring not to say. 85% of respondents strongly agreed on the importance of strengthening Council's relationship with First Nations people, and 88% affirming the need to provide meaningful opportunities for First Nations communities in Penrith.

Muru Murak Interagency – Community Capacity Building

In 2024, Penrith City Council supported the development and delivery of a First Nations Sector Planning Day in St Marys. This important gathering brought together representatives from ten Aboriginal Community Controlled Organisations and the broader sector to collaborate, share insights, and build a foundation for ongoing cooperation.

A key outcome of the day was the establishment of the Muru Murak Interagency. Muru Murak, meaning "a place of many paths," is the original Dharug name for Penrith and reflects the diverse and interconnected journeys of the local First Nations community. To ensure the interagency remains community-led and culturally grounded, a Community Governance Committee was appointed by sector representatives. This structure enables the interagency to operate independently and with autonomy—determining how, when, and where it comes together to support collective priorities. Council is proud to support this initiative as part of its role in fostering genuine, long-term partnerships built on respect, self-determination, and shared purpose.

Muru Murak Interagency functions like ecosystem, connected, living, and continually growing. Like Country, it adapts, regenerates, and strengthens over time. Through respectful relationships, shared cultural knowledge, and open information exchange, our members and guests support one another to build strong foundations that uphold Reconciliation and foster shared learning.

Mandy Zaccazan
Muru Murak Interagency,
Community Governance Committee Member

Caring for Country

Caring for Country is at the heart of Penrith City Council's reconciliation journey. Council recognises the deep and enduring connection that First Nations peoples have to land, water, and sky, and is committed to supporting initiatives that embed cultural knowledge into local environmental stewardship.

In collaboration with Greater Sydney Local Land Services, Council has signed a Memorandum of Understanding to strengthen shared responsibilities in caring for Country. Council has also secured funding from three separate sources to support a series of interlinked, community-driven programs:

- A First Nations Ranger Program that creates pathways for young people into meaningful cultural and environmental management roles.
- A Water Country Program, developed in partnership with Western Sydney University, focused on improving the health of local waterways with particular attention to platypus habitat restoration.
- A Cultural Fire Program that supports the reintroduction of traditional fire practices, promoting both cultural renewal and ecological resilience, especially within threatened ecosystems.

These initiatives reflect a commitment to restoring Country through the leadership, knowledge, and practices of First Nations peoples—ensuring that both culture and environment thrive together now and into the future.

Celebrating NAIDOC Week

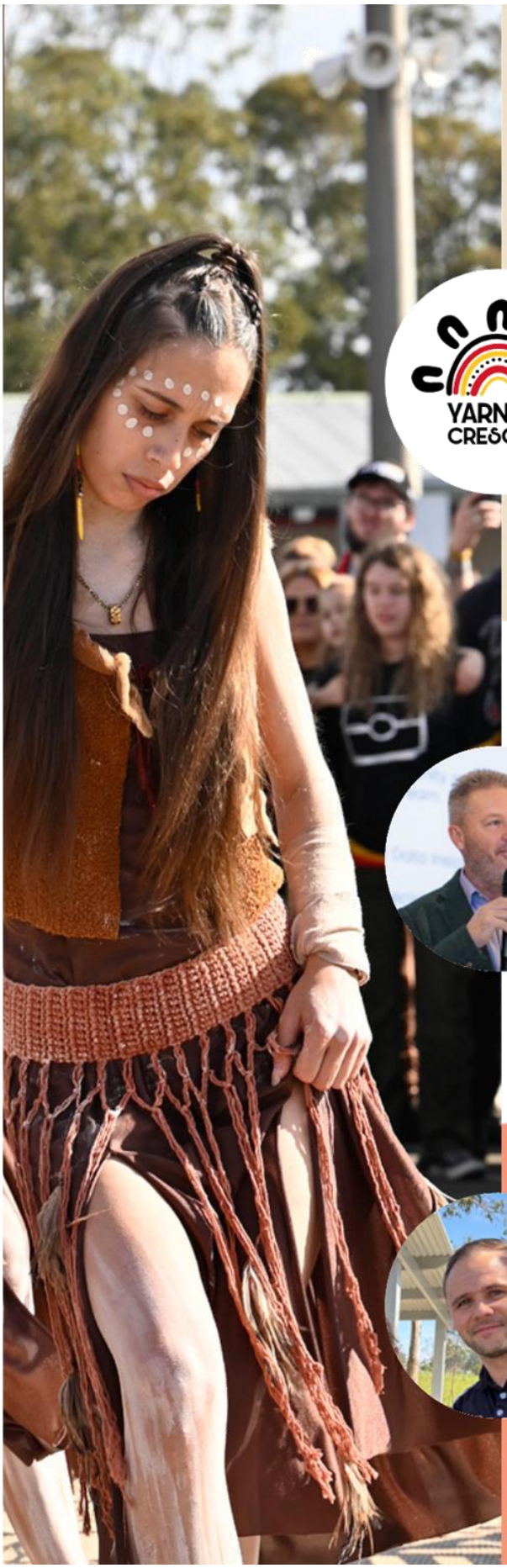
Penrith City Council proudly celebrates NAIDOC Week as a vital opportunity to honour the history, culture, and achievements of First Nations peoples. Council's flagship NAIDOC event has grown significantly in recent years, becoming one of the largest and most inclusive celebrations in the region. With over 150 stallholders representing Aboriginal Community Controlled Organisations, First Nations artisans, and partners from the broader sector, the event is a vibrant expression of community pride, cultural strength, and collective action.

Recent evaluations of the event highlight its growing significance, with participation now exceeding 10,000 people each year. This growth reflects not only the community's enthusiasm but also the value placed on cultural connection, storytelling, and visibility. The event is a space where Elders are honoured, local talent is showcased, and conversations are sparked across generations.

NAIDOC celebrations extend across the entire organisation, with Council staff and services contributing in meaningful ways. Library Services bring a pop-up library to the event, providing access to First Nations literature and cultural resources. Children's Services contribute through their pop-up outreach play van, offering inclusive and interactive experiences for families and young children. Council's Bushland Management team also plays a key role, showcasing their work in cultural land management and sharing knowledge about the connection between people, place, and Country.

Through this whole-of-organisation approach, Penrith City Council reinforces its commitment to truth-telling, cultural celebration, and respectful partnership with the First Nations community—not just during NAIDOC Week, but year-round.

Penrith City Council's Reconciliation Action Plan



WHY RECONCILIATION IS IMPORTANT TO ME?

"Reconciliation matters because it creates the foundation for truth, respect and shared responsibility, moving beyond symbolism to ensure Aboriginal and Torres Strait Islander voices are heard, valued and embedded in how organisations engage with community, culture and Country.

Tony Moran
National Director
First Nations Governance, Strategy, Training
Yarning Crescent

"Reconciliation is like the change from winter to spring. While many relationships may seem lifeless, distant, or dormant—with just a little sunshine, warmth, and care, they begin to bloom again. Trust grows, understanding deepens, and new relationships emerges in places where it once seemed impossible. All it takes is the courage to bring light and connection into those spaces."

Wayne Cornish
Ngympaa Man
Executive Officer - Muru Mittigar

"Reconciliation is more than a word, it takes action, change and listening"

Mitchell Beggs-Mowczan
Aboriginal Health Lead
Nepean Blue Mountain Primary Health Network
Wiradjuri

Strategic Priority One

Relationships

Objective

Build mutually beneficial relationships

How will we do this

Council will continue to identify and meaningfully engage with First Nations stakeholders across the local area to strengthen relationships and ensure that First Nations peoples are active partners in shaping Council's work. This includes ongoing dialogue with community members, organisations, and cultural knowledge holders to support informed and culturally respectful decision making.

As part of its commitment to Reconciliation, Council will also promote and explore how to participate in National Reconciliation Week. Staff, senior leaders and members of the Reconciliation Action Plan Working Group will be encouraged to take part in a range of internal and external activities that build awareness, strengthen cultural capability, and deepen understanding of local First Nations histories and contemporary experiences.

Council will strengthen positive race relations by reviewing Human Resources policies and by researching best-practice approaches to race relations and anti-discrimination. This will help ensure that Council's systems and organisational culture promote equity, respect, and inclusion.

Council will explore opportunities to collaborate with and support the Aboriginal community-controlled sector. Strengthening relationships with local Aboriginal Community Controlled Organisations will help enhance Reconciliation efforts across the City and contribute to more culturally informed, community-led outcomes.

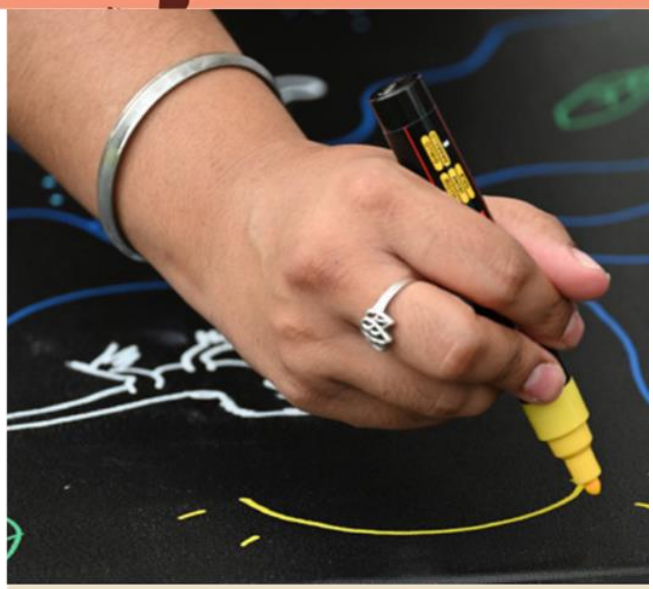
"Reconciliation is important to me because it's about truth telling, respect, and healing. It acknowledges the deep harm caused to First Nations peoples and takes real steps towards justice and equity."

Shalee Stubbs
Dharug person

Action	Deliverable	Timeline	Responsibility
1. Establish and strengthen mutually beneficial relationships with First Nations stakeholders and organisations.	1.1 Identify First Nations stakeholders and organisations within our local area. Investigate opportunities to form a First Nations Service Directory.	November 2026	Head of City Activation Community and Place
	1.2 Investigate best practice and principles that support strong and effective partnerships with First Nations stakeholders and organisations.	October 2026	Social Strategy Program Manager
2. Build relationships through celebrating National Reconciliation Week (NRW).	2.1 Circulate Reconciliation Australia's National Reconciliation Week (NRW) resources and reconciliation materials to our staff.	May 2027	First Nations Program Manager
	2.2 Encourage and support Council's Reconciliation Action Plan Working Group members to participate in an external NRW event.	May 2027	First Nations Program Manager
	2.3 Encourage and support staff and senior leaders to participate in at least one external event to recognise and celebrate National Reconciliation Week.	May 2027	Head of City Activation Community and Place
3. Promote reconciliation through our sphere of influence.	3.1 Communicate Council's commitment to reconciliation to all staff.	October 2027	General Manager
	3.2 Develop Penrith City Council's Reconciliation Vision and seek Council endorsement.	September 2027	Head of City Activation Community and Place
	3.3 Develop and adopt Penrith City Council's Commitment to Reconciliation.	November 2027	Head of City Activation Community and Place
	3.4 Identify external stakeholders for Penrith City Council to engage with on our reconciliation journey.	June 2027	First Nations Program Manager
	3.5 Develop a list of recognised Aboriginal parties for Aboriginal cultural heritage initiatives.	June 2027	First Nations Program Manager
4. Promote positive race relations through anti-discrimination strategies.	4.1 Research best practice and policies in areas of race relations and anti-discrimination.	December 2026	Social Strategy Program Manager
	4.2 Review of Human Resources policies and procedures as they fall due for review so to identify existing anti-discrimination provisions and potential gaps, futures needs and opportunities.	December 2026	Head of People and Culture
5. Investigate opportunities to strengthen the Aboriginal Community Controlled .	5.1 Attend and investigate opportunities to support the Muru Murak Interagency	June 2026	First Nations Program Manager
	5.2 Attend and investigate opportunities to support the NSW Local Government Aboriginal Network	June 2026	First Nations Program Manager

Strategic Priority Two

Respect



Objective

Develop Council's cultural competence, understanding and value of First Nations culture, history and heritage.

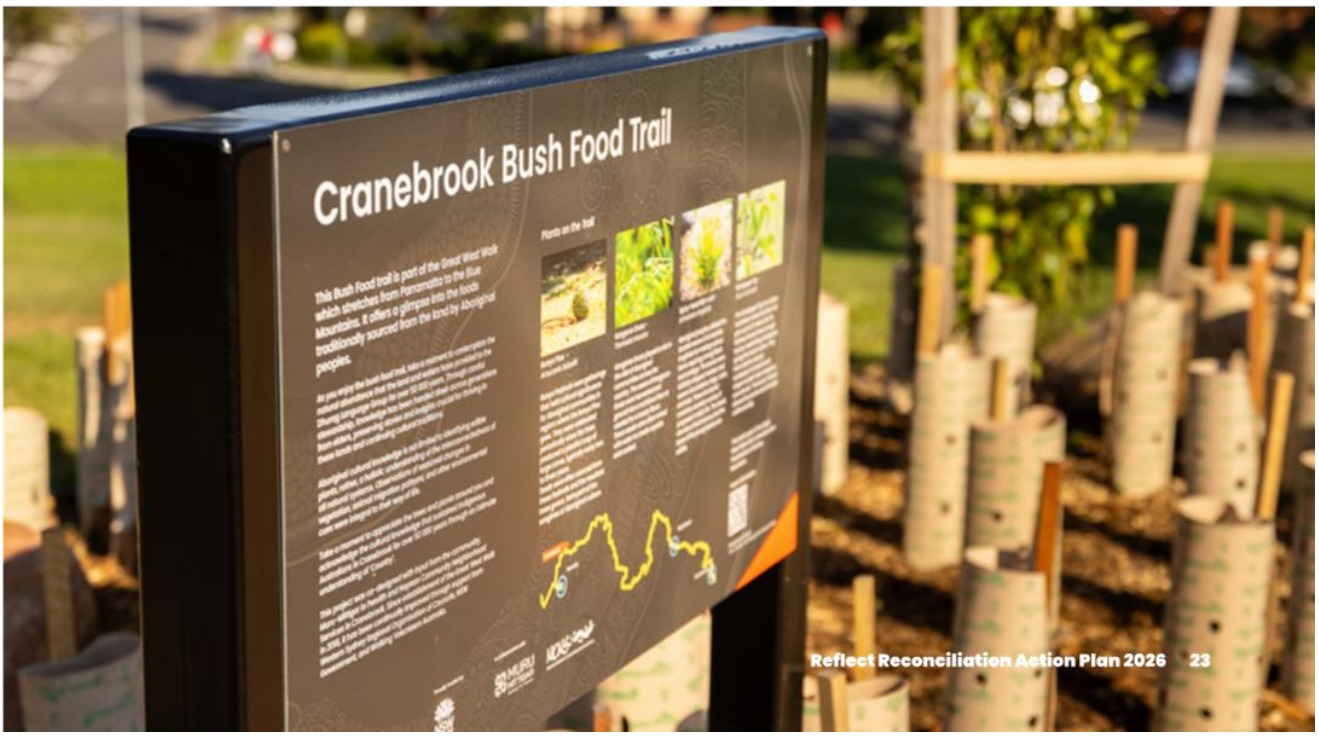
How will we do this

Council will develop a business case that articulates the importance of recognising and valuing First Nations cultures, histories, knowledge, and rights across the organisation. This work will be supported by a review of staff cultural learning needs to ensure that training and capability-building initiatives are appropriately targeted and effective. To further strengthen culturally respectful practice, Council will produce a First Nations Engagement Staff Guide, accompanied by supporting resources. These materials will provide practical guidance to staff on engaging with First Nations peoples, observing cultural protocols, and embedding culturally informed approaches into everyday work. Council will also continue to raise awareness of NAIDOC Week and promote participation in local events that celebrate First Nations cultures. Staff will be encouraged to engage with these celebrations to enhance cultural understanding, demonstrate respect, and strengthen relationships with the local First Nations community.

"As a Dharug Malaa (Man) this is an important position for the Council to hold, and recognises our continuing connection to Country and all this represents."

Brad Moore
Dharug Man
Greater Sydney Local Land Services

Action	Deliverable	Timeline	Responsibility
6. Acknowledge and respect the traditional owners of the land in which Penrith council conducts its business	6.1 Investigate opportunities to acknowledge and pay respect to Traditional Owners through Council's communication channels.	August 2027	Lead: First Nations Program Manager Support: Communications
7. Increase understanding, value and recognition of First Nations cultures, histories, knowledge, and rights through cultural learning.	7.1 Conduct a review of cultural learning needs within the organisation.	December 2027	Lead: First Nations Program Manager Support: Senior Cultural Officer
	7.2 Develop a business case for increasing understanding, value and recognition of First Nations cultures, histories, knowledge, and rights within the organisation.	February 2027	Head of People and Culture
8. Demonstrate respect to First Nations peoples by observing cultural protocols.	8.1 Develop a Cultural Protocols Framework with supporting training and staff guides.	June 2027	First Nations Program Manager
9. Build respect for First Nations cultures and histories by celebrating NAIDOC (National Aboriginal Islander Day Observance Committee) Week.	9.1 Raise awareness and share information amongst staff about the meaning of NAIDOC Week.	July 2027	Director Community Connections
	9.2 Introduce staff to NAIDOC Week by promoting events in the local area.	July 2027	First Nations Program Manager
	9.3 Encourage and support Council's RAP Working Group to participate in a NAIDOC Week event.	July 2027	First Nations Program Manager



Strategic Priority Three

Opportunities

Objective

Improve First Nations outcomes through workforce and procurement development

How will we do this

Council will develop a business case aimed at strengthening First Nations recruitment, retention, and professional development across the organisation. This work will include building a clear understanding of the current First Nations workforce profile to inform future employment pathways, targeted development opportunities, and long-term strategies for growing a culturally diverse and capable workforce. In addition, Council will seek to increase First Nations supplier diversity by preparing a business case that outlines opportunities to strengthen procurement practices. This will support better access for First Nations business and overall, better contribute to broader economic participation. Council will also examine the potential benefits of joining Supply Nation or similar platforms that promote the growth and sustainability of First Nations enterprises. Exploring these options will help identify mechanisms to enhance procurement opportunities and ensure Council's supply chain reflects its commitment to reconciliation and economic inclusion.

"Over the past several years, Penrith Council, Muru Mittigar, and Dharug people have come together on important projects across the City — creating meaningful opportunities for First Nations people while caring for Country. These collaborations have allowed us to practice culture, share knowledge, and lead the first cultural burn in Penrith in more than 200 years."

Aunty Cherly Goh
Dharug Elder

Action	Deliverable	Timeline	Responsibility
10. Improve employment outcomes by increasing First Nations recruitment, retention, and professional development.	10.1 Build understanding of current First Nations staffing to inform future employment and professional development opportunities.	February 2027	Head of People and Culture
	10.2 Develop a business case for First Nations employment within the organisation.	February 2027	Head of People and Culture
11. Increase First Nations supplier diversity to support improved economic and social outcomes.	11.1 Develop a business case for procurement from First Nations owned businesses.	March 2027	Procurement and Strategic Supply Manager
	11.2 Investigate Supply Nation membership.	March 2027	Procurement and Strategic Supply Manager

Strategic Priority Four

Governance

Objective

Include First Nations Voices in Decision Making

How will we do this

Council will strengthen its governance processes by integrating First Nations perspectives into key decision-making frameworks. This work will support meaningful engagement with First Nations and Torres Strait Islander communities and stakeholders, ensuring that culturally informed perspectives are embedded across organisational practices. To promote effective governance and accountability, Council will implement systems for monitoring, evaluating, and reporting on reconciliation progress. These mechanisms will provide transparency in Council's actions and support continuous improvement in meeting reconciliation commitments. Council will also establish ongoing mechanisms for regular consultation and collaboration with First Nations stakeholders. These structured engagement processes will help maintain strong relationships, support shared decision making, and ensure that Council's work remains responsive to community priorities.

"With my experience working 20 years in identified Aboriginal positions I have found that Aboriginal people and non-Aboriginal people have different views on what reconciliation is to them. This then makes it difficult to plan organise and implement effective programs in organisations to meet the needs of both these parties.

What we really need to strive for is an Aboriginal led model such as an Advisory Committee to support a common communication strategy between Council and the Aboriginal community"

Bob Leslie
Manager (CAPO) Link-Up
NSW Coalition of Aboriginal Peak Organsations

Action	Deliverable	Timeline	Responsibility
12. Establish and maintain an effective RAP Working Group (RWG) to drive governance of the RAP.	12.1 Form an internal RWG to govern RAP implementation.	December 2026	Head of City Activation, Community and Place
	12.2 Draft Terms of Reference for the internal RWG.	December 2026	Lead: First Nations Program Manager Support: Social Strategy Program Manager
	12.3 Establish First Nations representation on the RWG.	September 2027	First Nations Program Manager
13. Provide appropriate support for effective implementation of RAP commitments.	13.1 Define resource needs for RAP implementation.	September 2027	Head of City Activation Community and Place
	13.2 Engage senior leaders in the delivery of RAP commitments.	September 2027	Head of City Activation Community and Place
	13.3 Appoint a senior leader to champion the RAP internally.	December 2026	Head of City Activation Community and Place
	13.4 Define appropriate systems and capability to track, measure and report on RAP commitments.	September 2027	Head of City Activation Community and Place
14. Build accountability and transparency through reporting RAP achievements, challenges, and learnings both internally and externally	14.1 Contact Reconciliation Australia to verify that our primary and secondary contact details are up to date, to ensure we do not miss important RAP correspondence.	January 2027	First Nations Program Manager
	14.2 Contact Reconciliation Australia to request our unique link, to access the online RAP Impact Measurement Questionnaire.	January 2027	First Nations Program Manager
	14.3 Complete and submit the annual RAP Impact Measurement Questionnaire to Reconciliation Australia.	December 2026	First Nations Program Manager
15. Continue our reconciliation journey by developing our next RAP.	15.1 Register via Reconciliation Australia's website to begin developing our next 'Innovate' RAP.	Feburary 2028	First Nations Program Manager
16. Investigate the establishment of a First Nations Advisory Group	16.1 Investigate the establishment of a First Nations Advisory Group, as a formal advisory group to Council.	February 2028	Head of City Activation Community and Place

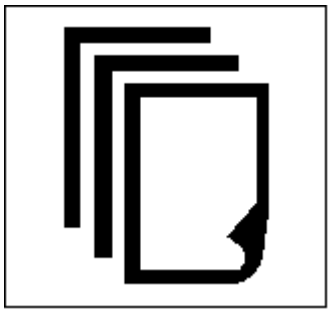
Penrith City Council

Joshua Staines
Senior Policy Officer - Aboriginal
Phone: 02 4732 7457
Email: josh.staines@penrith.city

PENRITH CITY COUNCIL

penrith.city

ATTACHMENTS



Date of Meeting: Monday 29 June 2026

Report Title: Penrith Cemeteries Policy

Attachments: Penrith Cemeteries Policy 2026

PENRITH CITY COUNCIL

Policy Document

POLICY NAME
Penrith Cemeteries Policy

DATE ADOPTED
Click or tap here to enter text.

REVIEW DATE
Five Years

COUNCIL MINUTE NUMBER
Click or tap here to enter text.

POLICY TYPE
Council Policy

RESPONSIBLE DEPARTMENT
Community Facilities & Recreation

RELATED DOCUMENTS
Cemeteries Strategic Management Plan

Purpose

The Cemeteries Service is responsible for the management and maintenance of Council controlled cemeteries within the Penrith Local Government Area and the preservation and conservation of heritage elements within Penrith, St Marys, Emu Plains, St Stephen's and Castlereagh Anglican Cemeteries.

This Policy will assist in the administration, management, operations, maintenance and future development of the Penrith City Council cemeteries. It will provide effective guidelines that will assist in ensuring the objective functions of the cemeteries are carried out in accordance with statute and common law, regulation and national standards that guide the management and operation of cemeteries.

Policy Statement

The policy aims to provide safe, consistent and socially acceptable standards and practices, for the benefit of Council workers, funeral industry representatives, administrators, clients and members of the general public. It will also ensure the conduct of those entering the cemeteries is in accordance with reasonable and practical standards.

Policy

1. Application

1.1 This Policy applies to all cemeteries, controlled, managed, administered, operated and maintained by Penrith City Council.

1.2 Definitions

1.2.1 Applicant means the person making an application;

a. To obtain an Interment Right;
b. To obtain a work permit or other Council consent; or
c. To have the body of a deceased buried;
d. To have the remains of a cremated body interred in the cemeteries;
e. To have a deceased person commemorated in a cemetery; or
f. For any other bereavement service provided by the Council and that is subject to an application process.

1.2.2 At Need is the purchase of a burial site/plot at time of death.

1.2.3 AS-4204:2019 means the Australian Standards Association's Standard "AS4204- 1994 Headstones and Cemetery Monuments".

1.2.4 Burial means the act of burying, interring or immuring the remains of a deceased person.

1.2.5 Burial Site/Plot means a grave or plot, or other place for the disposition of human remains, whether cremated or not.

1.2.6 Interment Right means the grant by a reserve trust of an exclusive right to bury one or more (human) bodies in a burial place.

1.2.7 Holder in relation to a burial or niche reservation, means the person recorded, in the register kept by Council, as the holder of the burial or niche reservation.

1.2.8 Casket/Coffin is a general term to describe coffins and containers used to hold human remains.

1.2.9 Cemetery or Cemeteries mean an area containing one or more burial sites and in this case is administered and controlled by Penrith City Council.

1.2.10 Council means Penrith City Council.

1.2.11 Crematorium means the whole of the facility where cremation services are conducted, including the Chapel, crematory, vestry, and surrounding area.

1.2.12 Crown Land means land owned by government. In NSW the nominal owner is the Minster for Lands. In this context the lands are allocated to Trusts and Local Councils and are dedicated as cemeteries.

1.2.13 Exhumation means the removal of the remains of a dead person or stillborn child from a burial site.

1.2.14 Funeral Director means an individual or business carrying out funeral services.

1.2.15 Lowering Device is a mechanism used for lowering the casket/coffin into the grave/burial site.

1.2.16 Monument means any structure, plaque, headstone, masonry, metal work, casting or item placed over, in or around a burial site.

1.2.17 Monumental Mason is a tradesman, mason or person possessing the skills to carry out Monumental Masonry work.

1.2.18 NSW Cemeteries & Crematoria Act 2013 – NSW Legislation.

1.2.19 Order for Interment is the form used by council to book burial services.

1.2.20 Public Health Regulation means the "Public Health Regulation 2022 - Disposal of Bodies - Part 8".

1.2.21 Register means Council's formal data repository containing all the required details relating to burials, cremations, memorial sites, or Interment Right.

1.2.22 Reservations means a pre-need burial site/plot, ashes niche or ashes garden site.

1.2.23 Wrapping is a tapa cloth print wrapping that is placed around coffin or casket at time of burial.

2 Management of Cemeteries

2.1 Compliance with Crown Lands Act 1989 and By-Laws there under;

2.1.1 This policy is aligned with the Industry Interment Scheme, Category 1 Licencing Conditions – Licence No.L10013, NSW Cemeteries & Crematoria Act 2013 105, "Crown Lands (General Reserve) By-Law 2006" and the "Crown Lands (General Reserves) Amendment (Sustainable Burial) By-law 2011" to ensure that the Crown Land Cemeteries administered by Penrith City Council work within a recognised legal framework.

2.1.2 Planning, Conduct and Maintenance of Cemeteries

Council may make such provisions as it considers necessary for the following;

2.1.2.1 Provide future burial sites/plots in Penrith General Cemetery, all future burial sites/plots will be lawn only sections and allocated as Non- Denominational.

2.1.2.2 The size, multiple use and location of burial sites.

2.1.2.3 The carrying out of work by funeral directors in the cemeteries.

2.1.2.4 The carrying out of work by monumental masons and other contractors in the cemeteries.

2.1.2.5 The establishment of standards of construction and design for monuments and structures.

2.1.2.6 The qualifications required by, and the application fees to be lodged by, monumental masons and other contractors.

2.1.2.7 The improvement and maintenance of all cemeteries.

2.1.2.8 The placing of vases, statuettes, jars, bottles or other items of embellishment on or near burial sites, monuments or wall and garden niches and the removal of same

2.1.2.9 The supply of goods and services incidental to the conduct of burials and other matters relating to cemeteries.

2.1.2.10 The conduct of religious or other ceremonies of burial, disposition or commemoration.

2.1.2.11 The disposition and memorialisation of cremated human remains.

2.1.3 Burial Sites

2.1.3.1 Pre Purchase/Reservation of Burial Sites

2.1.3.2 All remaining available burial sites at Penrith General Cemetery are to be allocated as "at need" only and next available.

2.1.3.3 The provision of pre-purchase of a burial plot at Penrith General Cemetery is only available to families of a deceased at time of burial. The family of a deceased can purchase (reserve) an adjoining plot, only if available.

2.1.4 Unpaid Reservation Sites

2.1.4.1 Council reserves the right to rescind allocation if a site is unpaid for 6 months from the date of reservation. If the site is next to a family grave, the family will be contacted regarding whether or not they still want the site. Current burial site price applies at the time that payment is made.

2.1.5 Interment Rights

Interment rights are granted and administered in accordance with the Cemeteries and Crematoria Act 2013 (NSW) No 105, Part 4, Division 2 – Interment Rights, which establishes the legal framework for the nature, types, duration, transfer, and administration of interment rights in New South Wales.
Council will ensure all interment rights are granted, recorded, managed, renewed, transferred, or revoked in compliance with the Act, associated regulations, applicable codes of practice, and Interment Industry Scheme.

2.1.6 Register of Interment Rights, Memorials, Cremated Remains and Interments

2.1.6.1 It is a requirement Under the Public Health (Disposal of Bodies) Regulation 2012 - Part 8 and the NSW Cemeteries and Crematoria Act 2013 No 105, for Council to maintain a register of Interment Rights, Memorials, Cremated remains and Interments for all cemeteries under care and control of Council.

2.1.6.2 A register of reserved Interment Rights will be maintained by Council but no details of the holder of an Interment Right shall be made public.

2.1.6.3 The register will contain the name and address of the holder of the Interment Right granted in relation to the burial site

2.1.6.4 Council will, immediately after a burial in a burial site, or placement of cremated remains in an ashes site, ensure the details of the deceased are entered in the register for that burial site or ashes site. Such details as name, age, last address, the date of death and interment date of the deceased who was interred will be included.

2.1.6.5 Council will keep a register of memorials erected in respect of interments sites in the cemetery.

2.1.6.6 The register may be wholly or partly in the form of a computer database, in documentary form or in another form prescribed by NSW Cemeteries and Crematoria regulations and is to contain such particulars as are required by the regulations.

2.1.6.7 Council may amend its register from time to time so as to remove any inaccuracies contained in it and to record any changes to Interment Rights as a result of transfer, revocation or death of the holder of an Interment Right.

2.1.7 Fees and Charges

2.1.7.1 Fees and charges for core services, including plot and memorial reservations, interment and out of area charges are to be at cost recovery designed to match long term capital, operational and in perpetual maintenance liabilities and renewal financial needs.

2.1.7.2 An interment right transfer fee will apply upon application for each individual interment right transfer.

2.1.7.3 Memorialisation fees to be set at a level consistent with cost of service, associated infrastructure, and perpetual maintenance costs.

2.1.7.4 A 'concierge' fee will apply for Council staff assisting funeral directors with burials and ashes placements and will be at a cost recovery rate per hour.

2.1.7.5 An out-of-area surcharge shall apply to all interments where the deceased was not a resident of the Penrith Local Government Area at the time of death.
The residency of the deceased at the time of death shall be the sole determinant in the application of the surcharge. The residency of the interment right holder, applicant or family members shall not be considered.

2.1.7.6 The out-of-area surcharge ***shall not*** apply where the deceased is demonstrated, to the satisfaction of Council, to meet one or more of the following criteria:

i) The deceased:
- was a resident of the Penrith Local Government Area at the time of death, or,
- was previously a resident of the Penrith Local Government Area for a minimum of 15 years, or can demonstrate a significant family history of living in the area;

ii) The deceased was formerly a resident of the Penrith Local Government Area but was residing outside the area at the time of death due to:
- admission to a hospital, aged care facility or other supported accommodation; or
- relocation for medical or care related reasons;
- relocation for the purpose of military service.

iii) The deceased is to be interred within an existing burial site or interment right held within a Council cemetery (e.g. family grave, or pre purchased site);

iv) Any other category approved by Council resolution under section 610E of the Local Government Act 1993.

Council may require documentary evidence to verify residency, prior residency, or eligibility for exemption, including but not limited to:

- addresses recorded on death certificates;
- electoral roll or ratepayer records;
- evidence of prior residence or occupancy;
- documentation from hospitals, aged care, or care providers.

Where sufficient evidence cannot be provided, the out-of-area surcharge shall apply.

2.1.8 Requirements for Burial Sites

2.1.8.1 The size of a burial site/plot in all operational cemeteries under care and control of Penrith City Council shall be surveyed as being 1100mm long x 240mm wide (3'6" by 8').

2.1.8.2 All burial sites/plots for the first interment of a coffin or casket shall be excavated to a depth of 1.8 metres/1800mm.

2.1.8.3 The second interment of a coffin or casket shall be placed so that it's upper surface is not less than 900mm below the natural service level of the soil where it is buried.

2.1.8.4 All burial sites/plots in the cemeteries will accommodate two coffins or caskets and up to four ashes containers. A separate fee shall apply for each burial interment or ashes placement.

2.1.8.5 The maximum permissible size of a coffin or casket for each burial site/plot shall be 762mm (30") wide, this includes any wrapping (Tapa cloth print wrapping).that is placed around the coffin or casket.

2.1.8.6 If the width of a coffin or casket exceeds 762mm (30") width, two burial plots must be purchased. Two interment fees will apply.

2.1.8.7 Funeral Directors must ensure sufficient staff are provided to lift and lower coffins or caskets.

2.1.8.8 A coffin/casket lowering device will be used in all Lawn Section burials in Penrith and St Marys Cemeteries.

2.1.9. Orders for Burials

2.1.9.1 Burials are not to take place except at such times as the Council may from time to time determine.

2.1.10 Restrictions on Burials

2.1.10.1 The following practices are not permitted in any cemetery under council's care and control;

a. Lowering of coffins by people other than trained funeral directors or Council's cemetery staff.

b. Entering an open burial site, except in the process of an exhumation and only by cemetery staff.

2.1.11 Booking a Burial Service

2..1.11.1 A booking for a burial service can only be accepted from a Funeral Director.

2..1.11.2 An Order for Interment form is to be completed by Council and emailed to the Funeral Director and Gravedigger.

2.1.11.3 Funeral Directors are required to;
a. check details of burial service on the Order for Interment form are true and correct, indicate method of payment on the form,
b. sign the confirmation form and email or fax back to Council Cemetery Operations.

2.1.11.4 An interment fee is payable upon each interment in the cemeteries.

2.1.11.5 An Interment Fee does not apply for the burial of a child or baby under fifteen years.

2.1.11.6 The General Manager has the authority to waive cemetery fees for burial sites in cases of extreme hardship or extraordinary circumstances by up to 50% at time of need only.

2.1.11.7 Bookings must be made 48 hours prior to the desired date and time of the burial service requested.

2.1.13 Exhumations

2.1.13.1 Exhumations are not to take place unless;
a. Prior written consent has been obtained from the Director-General of the NSW Ministry of Health.
b. Council has issued an order for exhumation.

2.1.13.2 This clause does not apply if an exhumation has been ordered by a Court.

2.1.13.5 An exhumation shall be performed under the direction of NSW Department of Health staff. Council representative shall also be in attendance.

2.1.13.6 All cost incurred in carrying out an exhumation shall be paid by the applicant.

2.2 Memorialisation

2.2.1 Columbarium Walls and Ashes Gardens

2.2.2 Reservation of a site in the columbarium walls and ashes gardens may be pre-purchased for the placement of ashes remains at a later date.

2.2.3 Upon payment, a "niche/garden site reservation certificate" will be forwarded to the niche/garden site interment right holder.

2.2.4 Where payment for the reservation of a niche or garden site has previously been made, the

amount payable at the times of ashes placement shall be the current fees and charges for the plaque, installation and permit.

2.2.5 Either family or funeral director retain ashes until time of placement.

2.2.6 A Standard ashes container given to the family from crematoriums are to be placed in the walls and garden sites. Wooden boxes and ceramic urns will not fit in niches or gardens sites.

2.2.7 Ashes are placed by Council staff. Families and loved ones can be present at the time of placement.

2.2.8 Ashes may be removed from the walls or gardens after prior approval from the Interment Right Holder, Council and by Council staff only.

2.2.9 Two persons can be memorialised on each plaque but only one ashes container can be placed in each niche or garden site.

2.2.10 Memorialisation can also occur when there are no ashes to be placed.

2.2.11 No vases, glass jars or objects are to be placed at the base of the memorial walls. Items are not to be glued to the plaques or memorial walls.

2.2.12 Spiked vases are to be used in the ashes gardens. No plants or objects are to be placed on the garden sites.

2.2.2 Monuments, Structures or landscaping

2.2.2.1 Monumental and memorial work in Penrith City Council cemeteries must conform to certain standards, and be constructed from materials and erected in a manner that:

1. Does not present a risk to members of the public and staff;
2. Is acceptable to the environment; and
3. Maintains appropriate aesthetic standards.

2.2.2.2 A Monument means any structure, plaque, headstone, masonry, metal work, casting or item placed over, in or around a burial site.

2.2.2.3 An application form to erect a headstone, monument or kerb is to be completed and submitted to Council, for approval to do works in the cemetery. The current fee payable for monument/headstone payments must be provided with the application form.

2.2.2.4 The applicant must adhere to all the conditions set out in the application form.

2.2.2.5 The application form must be signed by the Interment Right Holder.

2.2.2.6 A Monumental Permit will be issued by Council on approval of application to erect a headstone, monument or kerb. Issue of the permit is at the discretion of Council.

2.2.2.7 Work must not commence until confirmation/approval by letter (work permit) from Council is received by the applicant.

2.2.2.8 The monumental permit must be carried by the monumental mason at all times whilst in the cemeteries.

2.2.2.9 The applicant must contact Council, giving 36 hours notice for suitable appointment for a site visit. This visit will confirm the site and the nature of the work to be carried out.

2.2.2.10 Monuments are to be no longer the 2440mm and 1100mm wide.

2.2.2.11 Monumental Lawn Section headstone monuments must be no higher than one metre in height (measured from ground level), one metre in length and a maximum of 400mm in width.

2.2.2.12 The ownership right of monuments or other structures is deemed to be with the person or persons of the interment right who authorised the monument, structure or plant to be constructed.

2.2.2.13 Council shall not be responsible for the upkeep, maintenance, repair etc. of any monument, structure or landscaping on burial sites/plots.

2.2.2.14 The owner of the interment right is responsible for the upkeep, maintenance and repair of any monument, structure or landscaping on the burial site.

2.2.2.15 Council shall not be held liable for any damage to headstones or monuments that may be caused by normal wear and tear or other parties.

2.2.3 Plaques

2.2.3.1 Memorial plaques for lawn sections, columbarium walls and memorial gardens will be ordered through Council.

2.2.3.2 All plaques for lawn sections, columbarium walls, memorial gardens and other memorialisation options must be of the size, design and approved type as specified by Council.

2.2.4 Permitted Works in Council Cemeteries

2.2.4.1 All persons wanting to carry out work on a grave/burial site in a cemetery under care and control of Penrith City Council must have written approval prior to commencement of any works.

2.2.4.2 Council reserves the right to remove, demolish or alter, or require the removal, demolition or alteration of any structure that is not approved.

2.2.4.3 Temporary structure requests for gravesites need to be submitted in writing to Council for approval. No work is to commence on a gravesite without prior approval by Council.

2.2.4.4 Only appropriately insured and approved organisations/individuals can undertake

work in Council cemeteries, including Funeral Directors, Monumental Masons and other contractors.

2.2.4.5 The level of public liability insurance and professional indemnity insurance required be that recommended by Council from time to time.

2.2.4.6 When working in Council cemeteries, providers are not considered to be employees of Council. Works undertaken must be completed with adherence to the NSW Work, Health & Safety Act 2011 which protects the health, safety and welfare of all workers and others in relation to NSW workplaces and work activities.

2.2.4.7 All monuments/headstones are to be conducted to Australian Standards 4204:2019, Monuments and Headstones in Cemeteries. Footings and piers as per AS4204:2019 are required on each monument (if an individual cannot construct a permanent monument to this standard, then that individual will not be permitted to do so). All work must be conducted in a professional, safe and tradesperson like manner.

2.2.5 Burial and Ashes Placement for an Animal/Pet

2.2.5.1 The burial of animal/pet remains is not permitted in Council managed cemeteries.

2.2.5.2 The placement of animal/pet cremated remains (ashes) inside a human coffin is permitted at the time of interment of the deceased.

2.2.5.3 If the animal/pet outlives its owner the cremated remains (ashes) of the animal/pet may be interred within the owner's grave site at a time determined by an authorised, or nominated, representative.

2.2.5.4 The placement of animal/pet ashes is permissible if:

- A formal application is submitted by the appropriate interment right holder, or authorised or nominated representative, and approval is granted by Council.
- The ashes are securely contained in Council approved sealed urn, container or pouch.
- The practice is disclosed to the funeral director and/or Council prior to the interment so
    - operational staff can record it appropriately.
- The co-placement does not contravene any applicable public health, biosecurity, or workplace
    - safety requirements.
- The interment complies with all regulations, policies, and space constraints of the grave
    - Council reserves the right to refuse an application where the request does not meet the above requirements.

2.2.6 Miscellaneous

2.2.6.1 A person must not do any of the following within cemeteries under care and control of Penrith City Council;

a. Damage, deface, interfere with or alter burial places;
b. Damage, deface, interfere with or alter monuments;
c. Bury, inter or exhume any human remains, whether cremated or not;
d. Use the cemetery for recreational use or recreational activities including, but not exclusive to, any ball games, riding of bicycles, skateboards, rollerblades, scooters, use of frisbees, picnics or BBQ's;

e. Playing of loud music;
f. All gatherings in the cemeteries other than a burial service; must obtain approval from Council Cemetery Operations,
g. A person must not bring animals into the cemetery unless the animal is a recognised assistance animal;
h. Enter or remain in the Cemetery at night, between the hours of sunset and 6.00am;
i. Possess or drink an alcoholic or intoxicating beverage;
j. Drive a vehicle at a speed or more than 10 kms per hour;
k. Distribute any circulars, advertisements, paper drawn or photographic material without prior Council consent;
l. Bring or leave any rubbish, refuse, scrap metal (including remains of vehicles), rock, soil, sand, or any other substance;
m. Engage in trade or commerce without Council's written consent;
n. Plant any tree, shrub, herbage or any other plant without prior Council approval;
o. Camp or reside on any Cemetery land.

2.2.7 Removal of Trespassers

2.2.7.1 Council may remove any person trespassing or causing annoyance, interference or nuisance or otherwise committing a breach of this policy.

Table 1
Percentage of current Purchase Price to be offered for re-purchase of an interment right (grave site)

	Easily accessible grave dug by machine	Somewhat accessible grave dug possibly by machine	Not easily accessible Grave dug by hand
High Demand Primary burial area	70%	60%	50%
High Demand Secondary burial area	60%	50%	40%
Low demand primary burial area	50%	40%	30%
Low demand secondary burial area	40%	30%	20%

Table 2
Examples of Sections in relation to purchase price to be offered

	Easily accessible grave dug by machine	Somewhat accessible grave dug possibly by machine	Not easily accessible grave dug by hand
High demand Primary burial area Eg. Penrith Lawn 1, 2, & 5, St Marys Lawn 2, Catholic, Greek Orthodox, Coptic Orthodox	• Newest rows in which most recent burials are occurring • All Lawn sites	• Rows adjacent to rows in which most recent burials are occurring	• Rows well inside in which most recent burials are occurring
High demand secondary burial area Eg. Penrith Catholic Lawn 1 & 2, & older monumental sections St Marys Lawn & older catholic Emu Plains All Sections	• All Lawn sites • Outside rows, graves adjacent to roadways etc	• Rows adjacent to rows in which most recent burials are occurring	• Rows well inside in which most recent burials are occurring

ATTACHMENTS

Date of Meeting:	Monday 29 June 2026
Report Title:	Draft Our River Plan 2026-46: For Public Exhibition
Attachments:	Attachment 1 - Draft Our River Plan 2026-46

Positively PENRITH

OUR RIVER PLAN

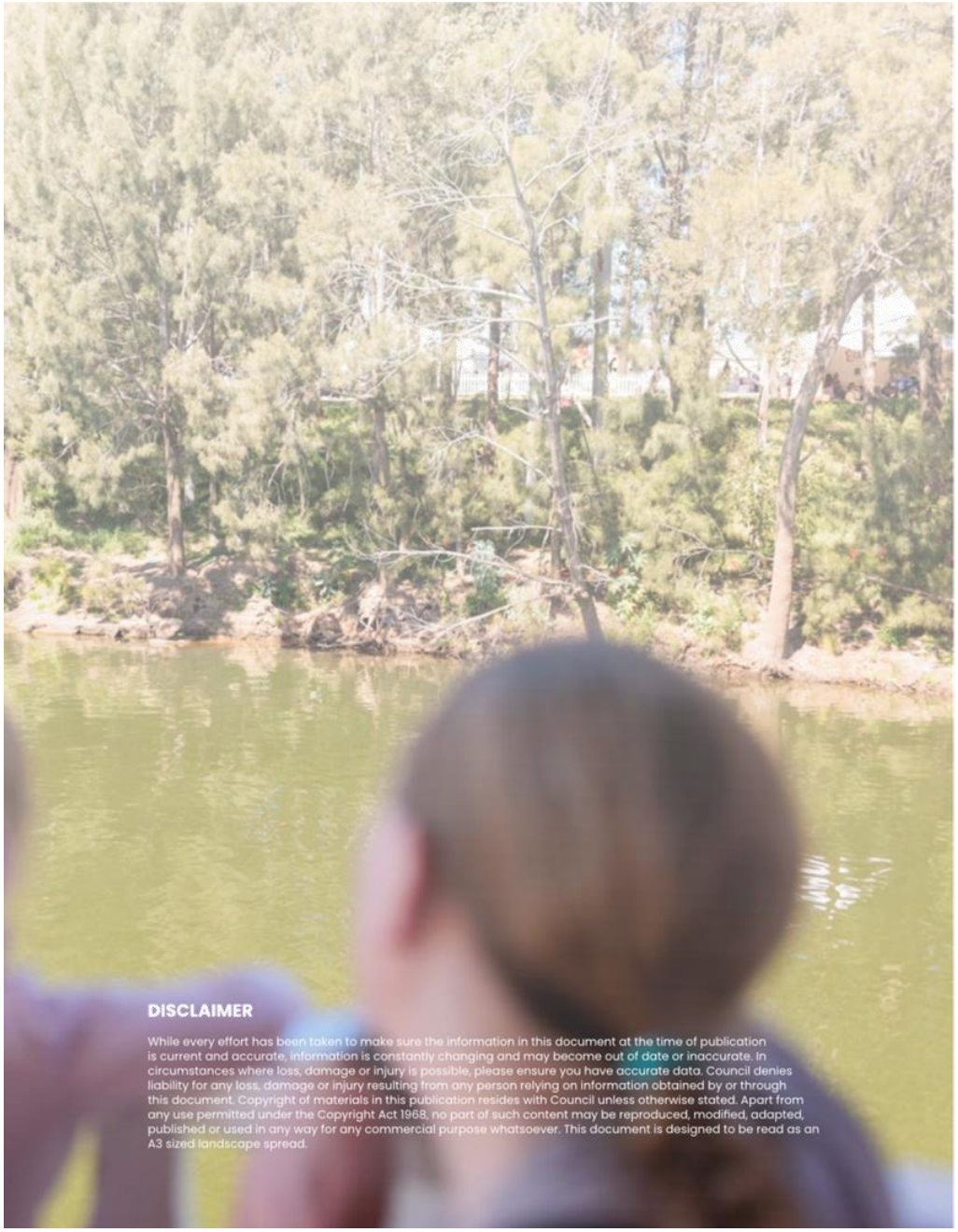
2026-46

A 20 year vision for the Nepean River

PENRITH CITY COUNCIL

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.



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A message from our Mayor

The Nepean River is Penrith's greatest natural asset – an integral part of our City's identity that is much loved by residents and visitors. As a proud river city, we celebrate its social, recreational and cultural significance.

This ***Draft Our River Plan*** has been developed by Penrith City Council to guide actions to unlock further potential in and around the river over the next 20 years. It outlines Council and the community's shared vision and the key role the river plays in the future wellbeing of our people and prosperity of the City.

Running through one of Australia's fastest-growing regions, the Nepean River is a drawcard for Western Sydney. The river improves local amenity and encourages active lifestyles. It offers a beautiful setting where people can gather and relax. It provides opportunities to escape the heat and connect with nature. And it boosts Penrith's recreation and tourism, which supports this City's growing economy.

Rivers are living systems that present challenges, too. Council is committed to working with others in managing this dynamic water system well including risks like flooding.

For the first time, we have developed a plan for the entire length of the Nepean River in the Penrith Local Government Area, with 4 precincts that enrich Penrith's story. This plan responds to community and stakeholder feedback on what is important to them for the future of the Nepean River.

This work builds on the success of Penrith's 2013 ***Our River Master Plan***. A decade of progress has seen more than $459 million of public investment and improvement in Penrith – made possible with support from the Australian and NSW Governments - together with significant private investment, valued at around $1 billion. Included in this, Council has welcomed an estimated $50 million of investment in dining options alone, which have enhanced both sides of the river.

Major achievements to date include the multi-million-dollar Regatta Park upgrade, Yandhai Nepean Crossing pedestrian bridge, and the Police Cottage restoration. We have just unveiled a kayak launch deck at Leonay to improve river access.

We also proudly delivered the Nepean Avenue Pedestrian Pathway completing the bridge-to-bridge loop of the Great River Walk and upgraded Tench Reserve - the backdrop for Council's flagship Real Festival that attracts more than 50,000 attendees annually.

Council's commitment to caring for the Nepean River is strengthened through partnerships with First Nations community members and agencies, including the Barduu Ngaadjung First Nations Water Forum. This work extends into broader Water Country initiatives such as on-Country learning, ecological and water monitoring, supporting shared understanding and long-term stewardship of the river.

This plan is a framework to encourage and guide future investment. It is currently unfunded and aspirational. It identifies priority opportunities and calls for collaboration with partners, ensuring our objectives are aligned and purposeful in our ongoing efforts to further enhance the Nepean River. Council will require support from others including further public and private investment for it to be realised.

The ***Draft Our River Plan*** affirms Council's ongoing commitment to deliver positive outcomes for current and future generations. Penrith is already a world-class City. Through collaboration, we can continue to strengthen connections to the Nepean River, bringing community, nature and culture together.

I look forward to continuing success and what we will achieve through the ***Draft Our River Plan***.

Councillor Todd Carney
Penrith Mayor

OVERVIEW
PENRITH CITY COUNCIL DRAFT Our River Plan 2026-46 5

Purpose of this plan

Our River Plan supports a vision for the entire length of the Nepean River within the Penrith Local Government Area. It builds on and contemporises Council's Our River Master Plan 2013 and it complements existing strategies that relate to the river and its use.

The vision is supported by objectives, guiding principles and initial projects that could be implemented by Council, Australian and NSW Governments, community organisations or businesses to achieve the outcomes for our community we seek.

THE PLAN IS:

- ✓ **A strategic guide for Council, stakeholders and community** to ensure that collective efforts are aligned and purposeful.
- ✓ **A long-term high-level framework for planning and decision making** that can be applied to design and management actions at precinct and site level over the short and medium term.
- ✓ **A prioritised list of potential projects** that will guide investment and grants funding as it becomes available.
- ✓ **A way of identifying and securing sustainable resourcing** to achieve the plan's vision.
- ✓ **A way to foster collaboration** opportunities during the plan's implementation to amplify impact of joint efforts.
- ✓ **A way to promote the river** as a cultural, recreational, tourism and economic resource to benefit Penrith's people and economy.

THE PLAN IS NOT:

- × A statutory plan or set of controls.
- × A detailed design specification or advice for specific sites or projects.
- × A financial commitment to undertake every project or idea.
- × A way to specifically manage flooding, river health, or day to day operational river and river's edge management, including traffic and parking issues.

These matters are dealt with through other Council strategies, policies and plans (see pages 16-17) or are identified as part of implementation next steps in progressing the Our River Plan (see page 32).

Source: New South Wales Government
PENRITH CITY COUNCIL DRAFT Our River Plan 2026-46 7

Building on a decade of success

In 2013, Council developed its 'Our River' Master Plan which was the first step in defining a shared vision to celebrate, activate and protect the Nepean River and showcase this beautiful natural asset for the lifestyle that it affords our City. The Master Plan outlined key actions to better connect the river with the Penrith City Centre, enhance the natural environment, support active and healthy lifestyles while celebrating the river's rich history and cultural values.

Council has been able to attract significant investment to realise the vision it had, and at last count the value of government projects delivered and underway is $459 million.

Collaboration across government has been key to success. Joint government commitments have included a $34 million investment in Regatta Park, a flagship project, and $13 million for significant Tench Reserve upgrades (see page 19).

This public investment has given confidence and been a catalyst for major private investment in and around the river corridor in the region of $1 billion, seen in the new dining, entertainment and accommodation offers now available. The private investment in dining precincts alone is in the order of $50 million, invested on both sides of the river.

The transformation has been substantial and so have the benefits for community. It has delivered environmental benefits supporting a healthy river. It has changed the way locals interact with the river, delivering quality open spaces and facilities and enabling events and activities in naturally beautiful settings. It has also changed who visits Penrith and how our City is perceived. And it has firmly cemented the river's tourism economy as a key contributor to the local Penrith economy.

This has all been possible because Council had a clear and strategic vision. Council also had an implementation framework to focus actions and worked determinedly to harness the support, collaboration and resources of the many partners needed to realise our aspirations.

Council will build on this successful track record of on-ground delivery, collaboration and partnerships over the last decade as we lead the next chapter for the Nepean River and guide continued investment.

As a result of improvements visitation to the river has increased. The Central Precinct area now attracts an average of **1,615 visits per day**, generating just under **$180,000 in local visitor spend each day.** The contribution to the gross regional economy from the river is estimated at $11.8 million annually, making the river a major contributor to Penrith's economy.

The river has new and improved spaces for events and festivals. Council's 2025 REAL Festival at Tench Reserve attracted **50,000 people**, with one in ten residents attending. Additionally, 98% of attendees agreed that the REAL Festival makes them feel proud of their local area.

Walking and cycling infrastructure along the river corridor is highly valued and increasing in use. In the 3 years from 2022 - 2025, there has been a **43% increase** in people using the Yandhai Nepean Crossing and a **53% increase** in the number of people walking or cycling along Nepean Avenue.

PENRITH CITY COUNCIL DRAFT Our River Plan 2026-46 9

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PENRITH CITY COUNCIL DRAFT Our River Plan 2026-46

Vision

"The Nepean River is our drawcard and a much-loved living system bringing nature, community and culture together. It is the thriving heart of Penrith, vital for our wellbeing and local economy. Strong connections to the river add vibrancy and create opportunities for Penrith and the surrounding region."

Objectives

1. RESPECTED AS A LIVING SYSTEM

A culturally significant place

Those who care for, plan and use the river corridor acknowledge and appreciate its significance to First Nations people, with ancient and contemporary cultural values and sites that are protected, respected and celebrated.

A healthy and resilient ecosystem

The river is valued for its cooling properties, waterway health and biodiversity values that continue to be protected, restored and enhanced. Planning and development across the corridor focus on building resilience and adapting to living within a dynamic river system.

A thoughtfully managed river

A balanced risk based approach to river management is evident to protect safety while maximising opportunities.

2. A DEFINING LANDMARK AND GATEWAY

Our signature

The river is a defining element of our City's identity and shapes the story of Penrith we share with others. It's a focus of life, movement, business and recreation in Penrith. The river corridor welcomes people to our place and guides people through its distinct landscapes and diverse experiences.

A clear river brand

Places and spaces along the river have a distinct identity that is clearly communicated to residents and visitors and promotes the river and what it offers.

An economic driver

Riverfront spaces draw people in, with their diversity of recreational, entertainment, cultural and tourism opportunities. Redevelopment of river corridor sites provides new opportunities to engage with the river and ensures that the river and its edges remain central to Penrith's economy.

3. ACCESSIBLE AND ENGAGING

An active river's edge

The river's edge is alive with activity day and night. A full range of civic, recreation and entertainment activities occurs in our public open spaces, urban places and parks, that support a healthy and active community and positions Penrith as a prime tourism destination for visitors.

A focus for experiences

The river and its edges provide a stage for events and experiences, big and small. They provide an element of surprise and interest for locals and visitors. They encourage people to reconnect with the river and nature, with our First Nations and multicultural river history and heritage, and to each other.

A recreation playground

The river is active with water based sport and recreational activities that are supported by land based amenities and infrastructure. Residents and tourists alike enjoy the activities and facilities.

A place for everyone

Public spaces are safe and accessible both day and night for people of all ages and abilities. River frontage in public ownership is thoughtfully planned to maximise opportunities for public access to the river. Everyone is able to enjoy the cooling respite the river provides.

4. CONNECTED

A connected blue green spine

The river and its edges pull together a diverse network of urban centres, rural landscapes and open spaces from one end of the Penrith LGA to the other. People are drawn to the river by the high-quality public space. Travel to and within the river corridor is easy and convenient.

A linking thread

Through engaging with the River, people are encouraged to explore further, drawn from the corridor outward and to the many other City opportunities and experiences on offer close by.

Deeper care and stewardship

The river links people, culture, ecology and Country. Through sharing stories of the river - in public art, infrastructure, events and activities - about its meaning through history and across cultures, we all deepen our connection, appreciation and sense of stewardship and care for the river.

Guiding principles

Our guiding principles ensure decisions over the short, medium and long term are made consistently and thoughtfully, supporting a unified vision where people, nature and place thrive together.

They provide a framework to consider future uses, protect what matters most, and unlock opportunities that are in harmony with the river's enduring history, cultural values and character, and the future we envisage.

While these guiding principles apply to the river corridor as a whole, their relevance will vary between river locations and therefore will be applied in ways that respectfully respond to each location's distinct characteristics and opportunities.

We will support uses and activities that contribute to:

A PLACE FOR EVERYONE

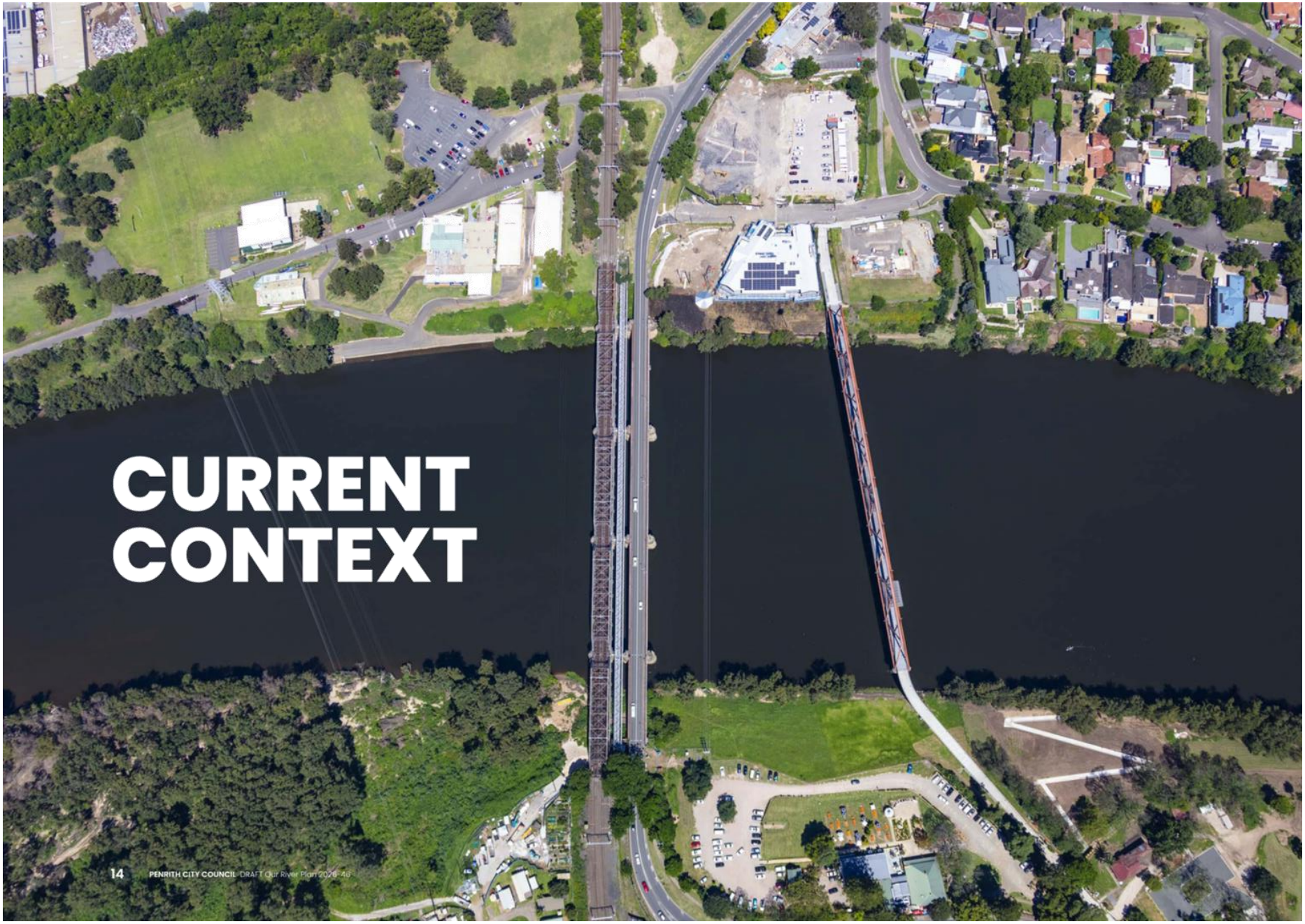
- Be reflective of First Nations history, heritage and our diverse cultures
- Offer an inclusive and safe environment for all
- Be accessible to people of all ages and abilities
- Embody local identity and pride
- Deepen understanding, appreciation and stewardship of the river

UNLOCKING OUR POTENTIAL

- Encourage new community events, activities and programs
- Encourage new economic opportunities and investment
- Support and attract business
- Bring new resources to Penrith through new partnerships and collaborations

A DIVERSITY OF DESTINATIONS

- Provide connections to nature, scenic views and spaces for quiet reflection
- Expand water play offerings with recreation, adventure and places to cool off
- Create a lively and engaging corridor with things to see and do
- Enable memorable settings for cultural celebrations, festivals and events
- Provide places to relax, play and dine
- Contribute as a regional drawcard to attract entertainment, leisure and tourism


CURRENT
CONTEXT
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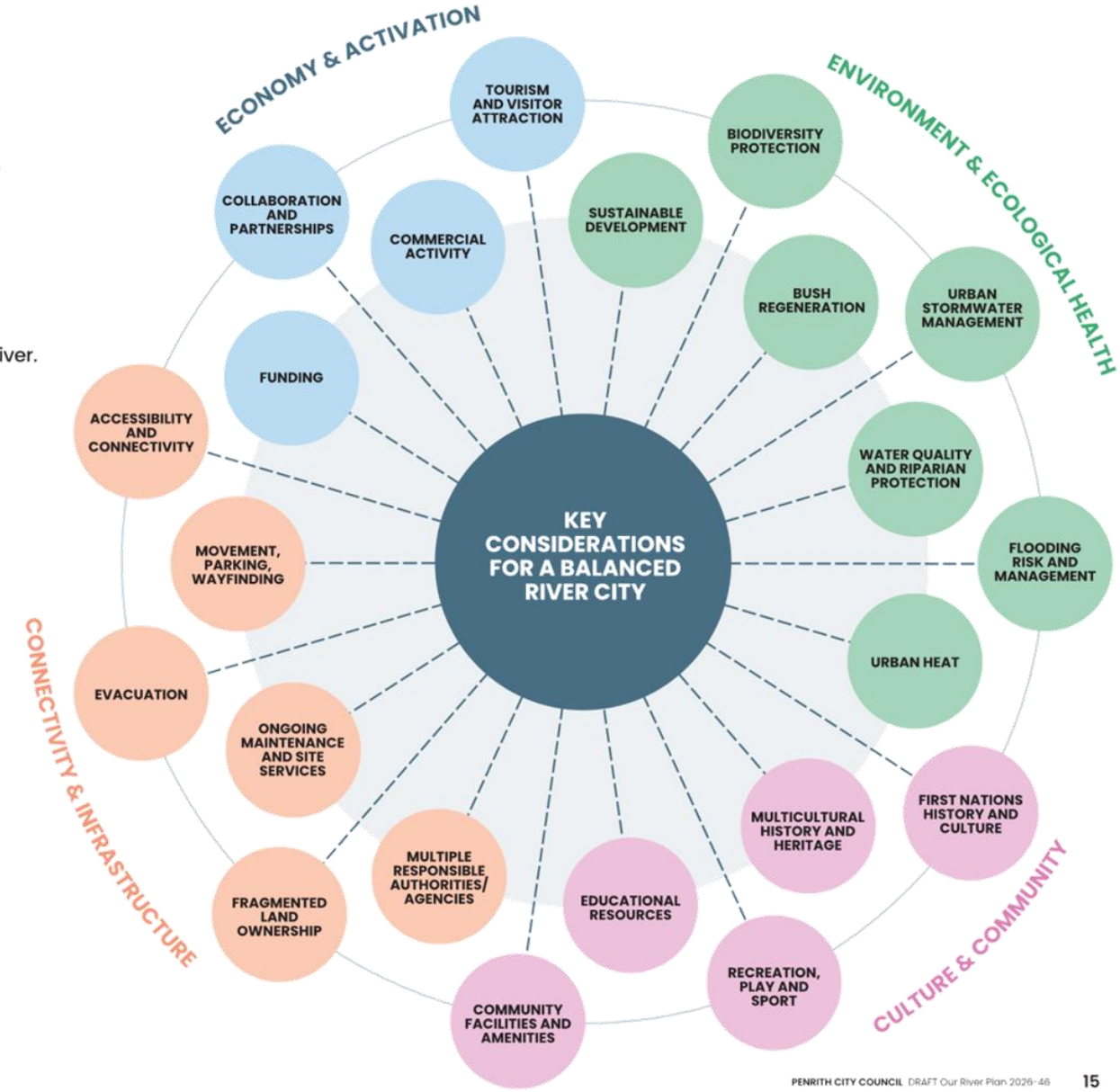
Managing a river city

Penrith lies in the Hawkesbury – Nepean Catchment and its landscape is characterised by rivers and creeks, the most significant being the Nepean River.

Our community has told us that the natural environment including our rivers and creeks is one of our biggest strengths, enjoyed by residents and visitors alike. At the same time in recent years our community has been significantly impacted by a number of flood events.

In leading a river city, Council faces the complex challenge of managing the safety and connectivity of residents as a priority, along with good outcomes for our environment and continued economic prosperity. We take this extremely seriously, with a considered risk based approach that seeks to balance all of these matters in a responsible way that protects safety while maximising opportunities



Building on our existing strategies and plans

This Our River Plan is a strategic framework providing an overarching and uniting vision to build and capitalise on the Nepean River's social and economic opportunities. This plan is only one part of Council's planning for the river corridor.

The following pages show the breadth and depth of detailed planning and resourcing that Council invests into our Nepean River to bring about good environmental, social, cultural and economic outcomes in an integrated and meaningful way.

The Our River Plan builds on these foundations to provide an overarching framework that captures and draws together the aspirations for the river for the next 20 years to come.

For further information on these strategies and plans and how they are being implemented please visit Council's website at penrith.city.

Biodiversity Strategy

(currently under review)

The Penrith Biodiversity Strategy recognises the Nepean River corridor as a key ecological and landscape asset, vital for habitat connectivity, biodiversity conservation, and community wellbeing. It prioritises actions to protect and enhance the corridor through riparian restoration, weed and erosion management, and sensitive planning to balance ecological integrity with recreation and development. The strategy emphasises maintaining natural river processes, preserving scenic and cultural values, and fostering community stewardship to ensure the long-term health and resilience of the river environment.

Flood Management

Flood management in Penrith, particularly along the Nepean River corridor is guided by the latest NSW Flood Risk Management Manual (June 2023) and the NSW Flood Prone Land Policy, and is a central focus of the City's planning and resilience initiatives. The river's natural floodplain is managed to minimise risk to people, property, and infrastructure while preserving ecological and recreational values. Strategies include mapping flood-prone areas, implementing flood mitigation infrastructure, maintaining and restoring riparian vegetation, and integrating flood risk considerations into land use and development planning. These measures aim to balance safety, environmental protection, and community access, ensuring that the river corridor remains both resilient to flooding and a valued public and ecological asset.

Employment Lands Strategy

The Employment Lands Strategy (2021) sets out how Council will identify, protect and grow Penrith's employment lands across industrial precincts, commercial centres and key special-purpose precincts to support local jobs for local people and strengthen Penrith's economic resilience as the city grows. It aligns with Council's Local Strategic Planning Statement and the 'Economic Triangle' vision, providing clear directions and actions to ensure there is a reliable pipeline of employment land in the right places, improved amenity and connectivity in employment areas, and readiness to leverage major opportunities linked to the Western Sydney Airport and Aerotropolis.

Economic Development Strategy and Visitor Economy Strategy

Both the Penrith Economic Development Strategy and Visitor Economy Strategy recognise the Nepean River corridor as a catalyst for local prosperity and place identity. The river precincts are positioned as a key focus for economic activation, tourism growth, and lifestyle investment - linking recreation, hospitality, culture, and events to the broader city economy. The strategies emphasise enhancing the riverfront's amenity and accessibility, supporting river-based enterprises and experiences, and strengthening its role as a premier visitor destination within Western Sydney, by aligning environmental stewardship with economic and tourism outcomes. The river corridor is framed as a defining asset for Penrith's sustainable growth and city-shaping vision.

BUILDING ON OUR EXISTING STRATEGIES AND PLANS

Resilient Penrith Action Plan

The Resilient Penrith Action Plan identifies the Nepean River corridor as a critical area for reducing vulnerability to climate-related shocks and stresses, such as flooding, heat and ecological disruption. It highlights the need for strategies to protect riverbanks, enhance natural buffers, maintain and expand green open space along the river, and integrate river corridor precincts into emergency preparedness and long-term climate adaptation. By strengthening ecosystem health, improving access to cooling landscapes, and embedding resilience thinking into land use and infrastructure decisions, the plan positions the river precinct as a core part of Penrith's capacity to adapt and thrive under environmental change.

Rural Lands Strategy

The Penrith Rural Lands Strategy recognises the Nepean River corridor as a defining rural and scenic landscape of regional importance. It identifies protection of the river's adjacent rural flats, especially in the Rural North West precinct, where high-quality agricultural land and scenic vistas along the river are among the highest-priority features. The strategy commits to maintaining the rural-urban edge, safeguarding ecological health, preserving scenic landscapes and views, and ensuring land use planning around the river respects its environmental, visual and cultural values.

Penrith Accessible Trails Hierarchy Study (PATHS)

The PATHS provides a framework to enhance walkability and connectivity across Penrith, with a strong emphasis on active transport networks along the Nepean River. It identifies priority routes, infrastructure upgrades, and design principles that support recreation, health, and environmental sustainability. By promoting continuous, high-quality trails, PATHS reinforces the river corridor as a key recreational spine, guiding shared path improvements, wayfinding, and access to riverfront destinations while connecting surrounding neighbourhoods and supporting a more connected, inclusive, and liveable city.

Green Grid Strategy

The Penrith Green Grid Strategy was finalised in 2021 and puts forward a plan to support the creation of cool and green neighbourhoods and active transport by connecting schools, public transport and town centres to green infrastructure such as green spaces, parks, waterways and bushland. The Strategy also identifies and addresses challenges which are unique to Penrith including how to increase tree canopy to reduce heat and retrofit solutions to older suburban areas, as well as those undergoing urban renewal. Funding to develop the Penrith Green Grid Strategy was provided by the NSW Government's Metropolitan Greenspace Program as a way to improve access to open space and increase liveability in Penrith.

Penrith Sport and Recreation Strategy

The Penrith Sport and Recreation Strategy identifies the Nepean River and its foreshore precincts as key locations for delivering high-quality open space, active recreation, and public amenity. It proposes river-edge facilities and parkland enhancements that both connect the community with the water and deliver health, leisure and tourism benefits. The strategy emphasises integrating passive and active uses along the river, ensuring that infrastructure upgrades, recreation fields, trails, and amenity buildings are designed to respect ecological values, ensure safe access, and enhance the river precincts as focal points for recreation, community gathering, and visitor attraction.

We Create Penrith: Cultural Strategy and Action Plan 2024-28

We Create Penrith is Council's approach to advancing cultural outcomes for people and places in Penrith LGA. It facilitates opportunities for Penrith residents to come together in ways that are creative, respectful and inclusive, giving us the means to express and celebrate our shared culture. We Create Penrith recognises the Nepean River as a cultural asset, with significant cultural and heritage values to Aboriginal and non-Aboriginal people.

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Projects completed or underway

1 Tench Reserve
- $13m joint funded, reopened September 2023.
- Transformed riverside hub – new paths with lighting, boardwalk, parking, seating, picnic areas, public art, inclusive play space.

2 Regatta Park
- $34m joint funded, opened March 2025.
- New facilities – 112m pavilion with water play, public art, amenities and kiosk, cricket oval, new play spaces, river viewing decks, kayak launches, path links and additional parking.

3 Yandhai Nepean Crossing
- $49m NSW Government funded, opened 2018.
- New landmark pedestrian/cycle crossing anchoring the bridge-to-bridge loop.

4 Great River Walk – Nepean Avenue link
- $3.75m joint-funded, completed 2025.
- New shared path with bollards and in-ground lighting completing the 8km bridge-to-bridge loop.

5 Great River Walk – Pedestrian Lighting (Jamison Road to Nepean Avenue)
- $1.0m Australian Government funded, completed 2022.

6 Great River Walk - North Reopening
- $1.1m joint-funded, completed 2026.
- Stabilising riverbank and repairing pathway and boardwalk.

7 Penrith City Park
- $19m joint-funded, completed 2023.
- New green space in the heart of Penrith.

8 River Road active transport (to Hunter Fields)
- $155,000 Council funded for detailed design.
- New shared paths – Hunter Street, Cary Street and Nepean Street.

9 Factory Road active transport
- $5m NSW Government funded.
- New shared-user path, crossings and safety improvements.

10 River Precinct interactive amenities map
- Council funded.
- New online resource for community to explore projects and facilities along the Nepean River.

11 Penrith Beach
- NSW Government funded, first opened summer 2023.
- 450,000 visitors since opening.

12 Kayak Launch Deck – River Road, Leonay
- $0.5m joint funded.

13 Police Cottage restoration
- $3m joint funded, opened 2023.
- Restoration delivered heritage riverfront café/dining venue.

14 Weir Reserve
- Rowing pontoon extension – $270,000 Australian Government funded, opened 2018.
- Weir Reserve pedestrian bridge and path restoration works – $0.75m joint funded.

15 Peach Tree & Lower Surveyors Creeks – floodplain management
- Council funded, flood study completed 2019.
- Floodplain Risk Management Study & Plan adopted June 2025 to guide future works.

16 Draft Emu Plains Floodplain Management Study and Plan
- Draft released in 2026 to guide future works.

Listening and responding to our community

Through Council's engagement with community and stakeholders between 2023 - 2025 about the Our River Master Plan and the Community Strategic Plan 2041, we have heard how valued and important the Nepean River is, and where some of the pressure points are.

We have heard that:

- **Access and active travel matter.** People want continuous, safe walking and cycling links to and around the river corridor and easier, low-impact ways to get onto the water.
- **Nature is treasured.** Residents speak with pride about the river's vegetation, birdlife and views, and ask for more shade and tree canopy.
- **Everyday amenity counts.** Simple things - picnic tables, toilets, seating - are seen as essential for families and inclusive use of both river banks.
- **Community, culture and custodianship are front-of-mind.** Community members expect First Nations voices to shape decisions and stories told along the Nepean River and want to showcase and embed more art into the landscape. Having more events space and programming that encourages gathering and community activities is valued.
- **Cafes and restaurants are important.**
- **Availability of parking and traffic congestion is an issue.** Issues at peak times limit user experience and impact safety, connectivity and comfortable usage.
- **Pet friendly facilities would add to the experience.**

We have drawn upon over 2,500 points of feedback directly about the river and over 1,600 points of additional feedback about what is important for Penrith's future.

"Big, generous tree cover."

"Community within nature."

"Tables and chairs for picnics and family gatherings... There is little infrastructure on the west side of the river for local residents."

"It would be wonderful for Penrith to build a state-of-the-art recreational cycleway from Weir Reserve heading north along the Great River Walk."

"Love the vegetation along the banks that attracts native birds. It makes this a little bird-watching hot spot."

"Spacious, aesthetically and environmentally beautiful."

"Is the First Nations community involved in decision-making... and are we protecting the history or value it has to the First Nations community?"

"The view from the pedestrian bridge up the river to the mountains beyond is incredible... peaceful and uplifting."

"Easier access for dragon boats and outrigger canoes via a ramp with a more gradual slope for safety."

"We love our river, the mountains on our doorstep, and space to breathe."

In planning the next 20 years of the Nepean River corridor we are guided by our communities' needs and preferences and what is important to them.

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THE WAY FORWARD
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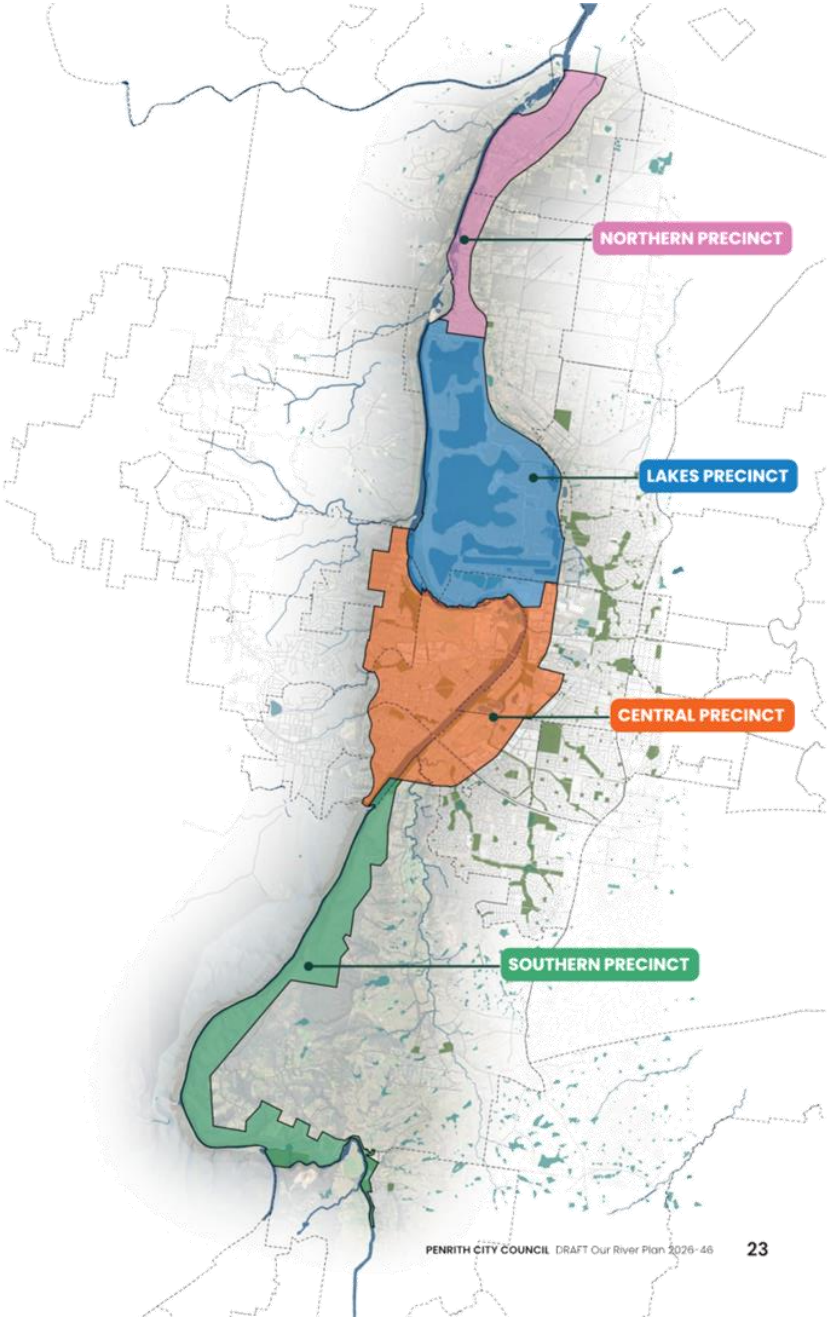
River precincts

The Our River Plan 2026-46 applies to the Nepean River along its entire length within the Penrith LGA. For planning purposes, the river corridor is divided into 4 precincts. The following pages outline the planning context, character and objectives for each precinct, along with place-specific opportunities to guide future collaborations, partnerships, development and investment.



Northern Precinct

"AN ENDURING RURAL LANDSCAPE, RICH IN STORIES"

Experience enduring rural landscapes and historic stories that shape Penrith's northern approach, where the Nepean River connects past, place and community.

The Northern Precinct is a predominantly rural landscape marking the northern approach to Penrith City from the Hawkesbury. Characterised by large open paddocks, rural residences, agricultural and equestrian uses, with views to the Blue Mountains, it offers a peaceful setting in contrast to urban areas further south.

The precinct holds deep First Nations cultural and spiritual significance. The precinct is also layered with a rich colonial history, most notably Castlereagh's foundation in 1810 by Governor Lachlan Macquarie as one of the original 5 Macquarie towns. The historic Castlereagh Hall (and former council chambers) and commemorative obelisk mark this legacy.

A long-standing agricultural presence and surviving heritage assets, such as farmhouses and outbuildings along with surrounding churches and cemeteries, reinforce the area's identity. Together, these cultural, rural, and historical elements define the precinct's character and its important role within Penrith's story and the wider river corridor.

PLANNING CONTEXT

The Northern Precinct is predominately zoned for primary production, environmental conservation and some public recreation uses to encourage low-impact development that protects the rural and environmental character of the precinct. Land uses that align with rural productivity and tourism, rural lifestyle, and environmental conservation are supported. Permissible uses also enable initiatives like heritage interpretation, walking trails, and community events while maintaining the area's natural and cultural values. Existing zones and permissible land uses will continue to apply.

Although flood planning and riparian controls impose constraints on development near the river, there are potential opportunities for interpretive signage, flood awareness and education, habitat restoration and low-impact recreational uses.

The environmental conservation zone along most of the riverfront aligns with the Our River Plan's principles for a well-managed and cared-for river system with opportunities for passive public access that connect people to nature and Country. There is potential to work with landowners on coordinated stewardship and land management initiatives that contribute to the ecological health of the river corridor, noting the fragmented landownership across the precinct.

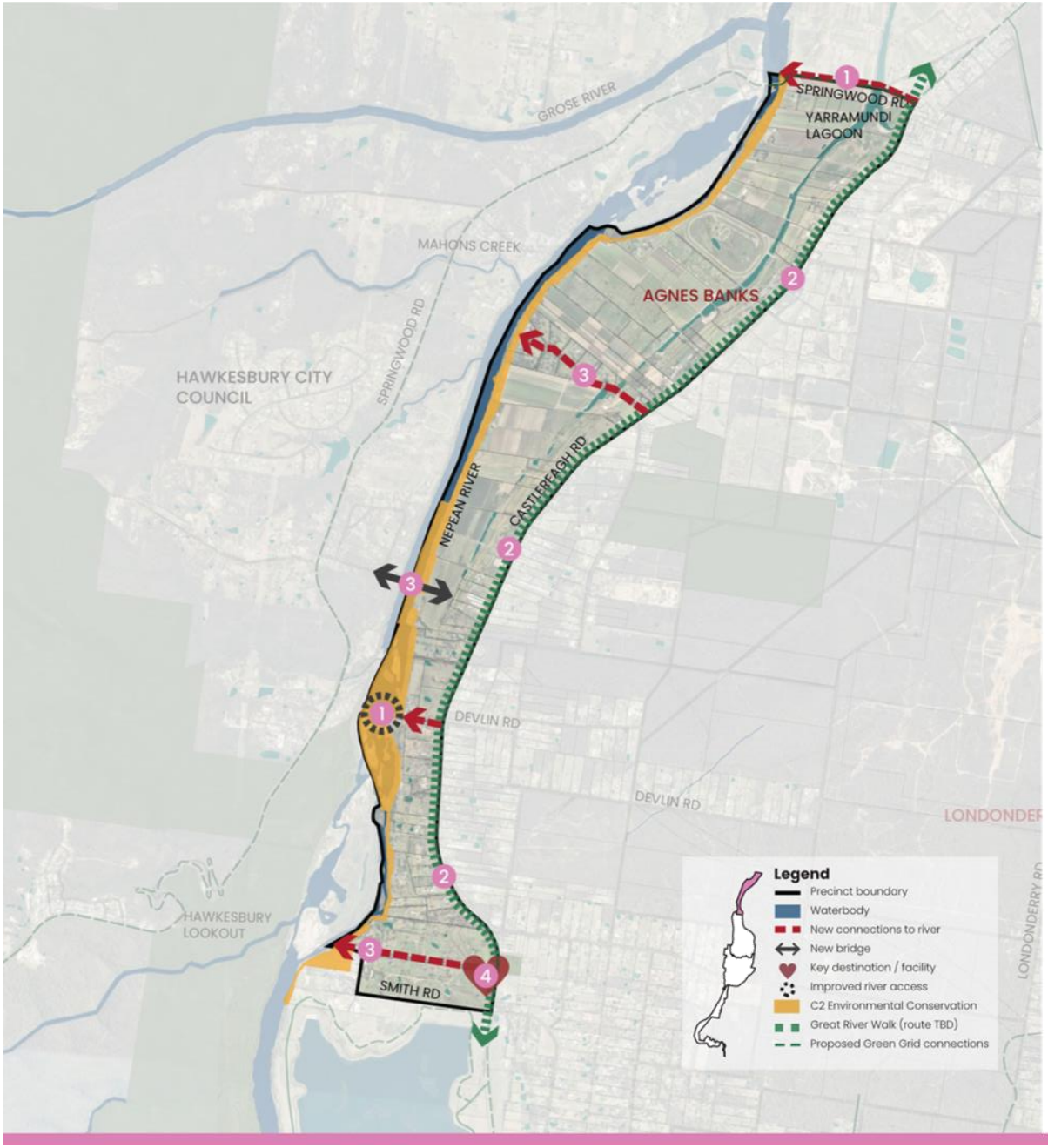
CHARACTER STATEMENT

The Northern Precinct will be a distinctive rural gateway to Penrith City, where productive agricultural lands along the Nepean River are protected, Blue Mountains views frame the landscape, and cultural and heritage values are celebrated. The precinct's identity will be defined by its rural character and the enduring presence of the river, remaining a place of quiet strength where working landscapes, cultural narratives, and natural systems shape the broader LGA.

Alongside the enduring presence of the river, the precinct will connect community, heritage and nature, supporting passive recreation, respectful tourism and stronger connections between people and Country. The river will be a valued public asset, with on-water activities such as boating, kayaking, and fishing encouraged where they support environmental values and reinforce the precinct's character as a tranquil and culturally significant gateway to the City.

PRECINCT OBJECTIVES

- Celebrate the river's cultural legacy by recognising and sharing the precinct's rich First Nations and European heritage, cultural values and stories.
- Strengthen regional connections by improving public and active travel links between local and regional river experiences and destinations.
- Enhance access and wayfinding to the river through improved visibility, arrival points and leveraging future infrastructure projects to improve connectivity.
- Encourage low-impact use and enjoyment through passive recreation and gentle interaction with the river landscape.
- Protect and restore the river landscape by supporting conservation and restoration initiatives that enhance ecological values.
- Maintain the rural character and identity of the precinct by preserving views and vistas, sustaining productive agricultural and rural uses, and supporting low-impact development that respects the landscape setting.



NORTHERN PRECINCT OPPORTUNITIES

1. Explore options and funding opportunities to improve public access points at Devlin Road Reserve and Springwood Road, including wayfinding, signage, and appropriate infrastructure to encourage low-impact exploration and use of the river including water access for non-powered activities.
2. Explore options and funding opportunities to extend the Great River Walk through the Northern Precinct, building on the momentum of existing sections in Penrith, Richmond and Windsor, to create a continuous walking and cycling corridor along the Hawkesbury-Nepean River.
3. Explore options and funding opportunities for new public access points and connections to the river from Kooringal Drive/Coolamon Road, Castlereagh Hall/Smith Road and as a part of any progress made towards a future Castlereagh Connection.
4. Promote Castlereagh Hall as a distinctive venue connected to the river landscape, suitable for low-impact community events and social functions.

PRECINCT WIDE (UNMAPPED)

5. Explore opportunities to promote and encourage small-scale rural and agri-tourism across the precinct that highlights the rural river landscape, offers cultural and historical experiences, and preserves environmental and cultural values.
6. Encourage opportunities across the precinct to publicly share the cultural values and stories of the precinct in future projects and through public art.

Lakes Precinct

"OUR AQUATIC PLAYGROUND"

Transforming the former quarry into diverse parklands with open spaces and waterway facilities for the wellbeing and enjoyment of the people of Western Sydney and visitors alike.

Western Sydney Lakes is a 20km² site, presenting an enormous tourism, recreation, economic and social opportunity. The precinct is currently characterised by grassed areas, interspersed by stands of trees and large lakes, against a stunning backdrop of the Blue Mountains. While the lakes are a manmade system of waterways, this precinct is rightly considered by the community as being an important 'natural asset' by virtue of the environmental features and biodiversity values it provides.

The Lakes Precinct has been largely locked away from public use and access for decades. Up until 2015, Western Sydney Lakes was a major quarrying site, producing gravel and sand. In the 1980s, the Penrith Lakes Development Corporation (now known as Western Sydney Lakes) partnered with the NSW Government to rehabilitate the quarry into a vast parkland and lake system, termed the Penrith Lakes Scheme. The work included stabilising landforms, removing contaminants, re-establishing natural habitats and designing flood mitigation systems.

The Sydney International Regatta Centre and Penrith Whitewater Stadium were built for the 2000 Olympics, now recognised internationally as a venue for rowing, kayaking, rafting and regattas. Penrith Beach opened to the public for the 2023 summer season and has since attracted around 450,000 visitors. The Nepean Business Park, under construction, is a 47-hectare business park development with a tree-lined central spine and connection to the Great River Walk.

PLANNING CONTEXT

Western Sydney Lakes is governed by State Environmental Planning Policy (Precincts – Western Parkland City) 2021 (the SEPP) and comes under the planning authority of the NSW Government. In 2023, the SEPP was amended to allow for new uses including a heliport, golf driving range and golf course, water-based recreation, as well as cafés, restaurants and office spaces. The amendment also provides for the protection of key view corridors and stronger flood evacuation provisions.

The Land Zoning Map under the SEPP provides a 'Parkland' zone around the immediate area of the Regatta Centre waterway, and 2 smaller 'Tourism' zones in the vicinity of these parklands. The Nepean Business Park has an 'Employment' zone. An 'Environment' zone covers selected areas of the lakes site, but the vast majority of the lakes site is unzoned. Four areas to the east of Castlereagh Road are zoned 'Residential', although these are outside the Lakes Precinct boundary adopted in this plan.

The Penrith Lakes Development Control Plan Stage 1 provides the development framework and design guidelines for tourism and employment zoned land. It includes guidance on landscaping, views, traffic movement, stormwater management, water quality, flooding and built form. Council is calling on the NSW Government to undertake a comprehensive vision and master planning process for the lakes site to unlock its economic potential.

CHARACTER STATEMENT

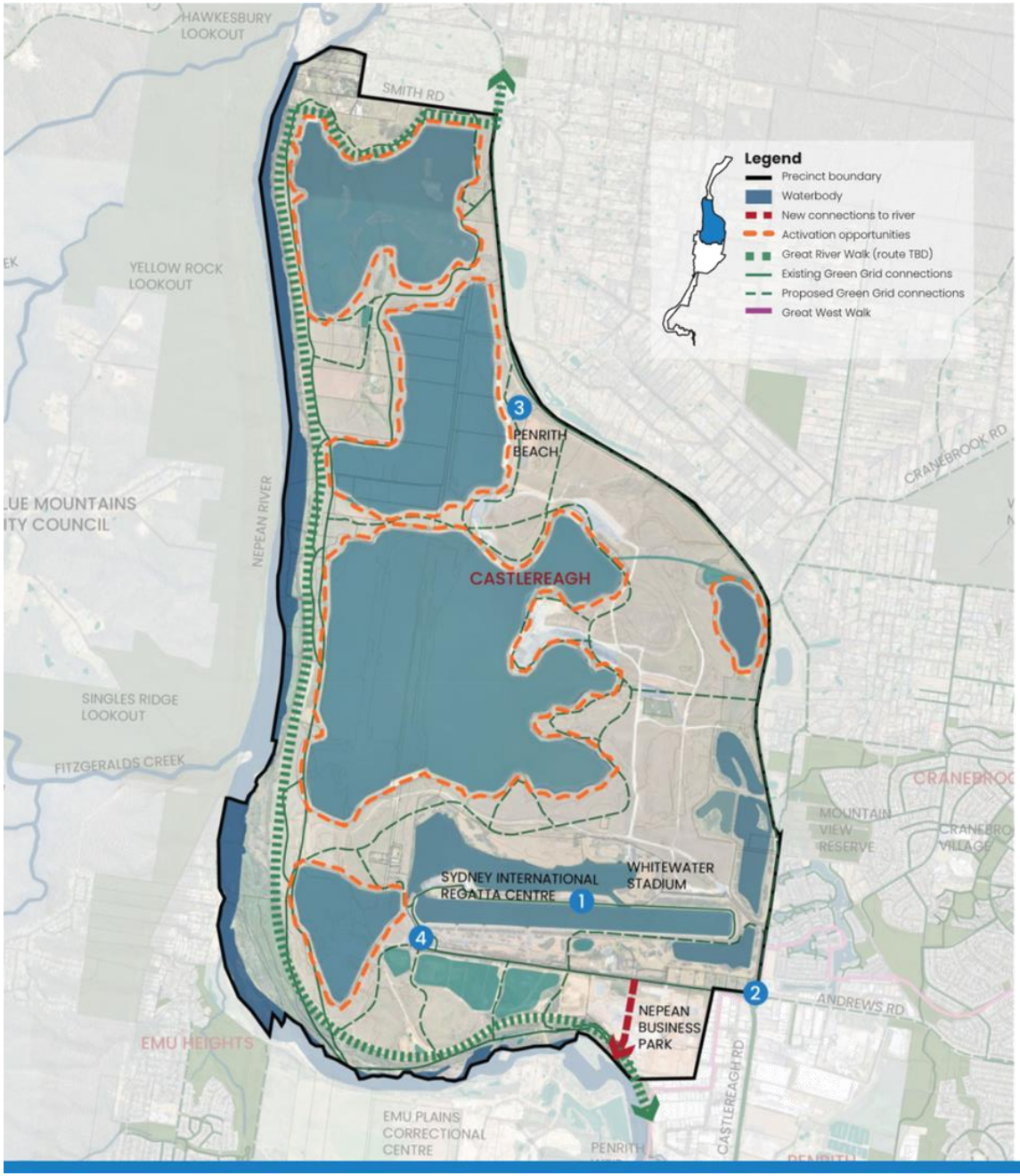
The Penrith Lakes Precinct will be a vibrant and inclusive regional destination, showcasing the unique natural qualities of the river-lakes system. The lakes will provide a cooling heart for the City and spaces for play, leisure, sport, and connection to nature, where people of all ages can swim, paddle, kayak, sail, and relax in ways that are safe, environmentally responsible and complementary to the landscape. The lakes site will also provide economic opportunities in the form of cafes, restaurants, entertainment and leisure based businesses.

Connected by the Great River Walk and surrounding open spaces, the lakes will offer accessible blue-green experiences that draw residents and visitors into the precinct. With careful stewardship, Penrith Lakes will become a regional icon and lasting legacy, supporting recreation, environmental health, economic opportunities and a strong sense of community identity.

Source: Western Sydney Lakes

PRECINCT OBJECTIVES

- Strengthen walking and cycling connections between the lakes, river and Penrith City Centre.
- Frame and protect key views across the lakes site, toward the river and mountains.
- Prioritise uses and activities that are accessible to the whole community.
- Ensure commercial uses and activities contribute substantially to local jobs or tourist generation.
- Explore opportunities for year-round events and programming that utilise the River and lakes to support culture discovery and education opportunities.
- Harness the cooling potential of the lakes by increasing tree canopy cover and expanding the range of aquatic activities available.
- Support the permanent summer opening of Penrith Beach.
- Support activation of Penrith Lakes as a premier regional recreation and tourism hub, underpinned by NSW Government funding for a comprehensive master plan to guide development potential.
- Embrace the international significance of the Sydney International Regatta Centre and Penrith Whitewater Stadium as venues for global events and community celebration.



LAKES PRECINCT OPPORTUNITIES

1. As opportunities arise, encourage further investment in the existing world-class Olympic facilities and open spaces to capitalise on these venues, attract other recreational users and return facilities back to public use.
2. Explore options and funding opportunities to create pedestrian and cycle links from the Penrith City Centre to the lakes, so that people may access the Lakes Precinct without relying heavily on private vehicles.
3. Advocate to the NSW Government to extend the use of Penrith Beach, making it a permanent fixture of the Lakes Precinct – allowing the community to benefit from this unique swimming venue, providing a place for exercise and family fun, but particularly, delivering relief on hot days which are becoming more prevalent in Western Sydney.
4. As opportunities arise, encourage the NSW Government to continue plans to deliver a permanent home for the Penrith Lakes Environmental Education Centre which has existed for over 25 years, wherein trained teachers offer excursion programs for visiting school groups, linked to NSW syllabuses.

PRECINCT WIDE (UNMAPPED)

5. Advocate to the NSW Government to undertake a comprehensive vision and master planning process for Western Sydney Lakes to guide future development, and that Penrith City Council have a seat at the table to advocate for greater access for the community.
6. As part of the NSW Government's master planning for the entire lakes site, encourage recreational and cultural activities that support the health and wellbeing of residents and visitors, namely by creating diverse open space parklands and waterway facilities around the lakes and along the Nepean River.
7. As part of the NSW Government's master planning for the entire lakes site, encourage uses and activities to transform the lakes into a significant regional tourism hub with economic opportunities and a point of difference within Western Sydney.

Central Precinct

"THE HEART OF OUR RIVER CITY"

A point of interest around every corner, this precinct offers the widest range of opportunities to enjoy dining, entertainment, community events, water-based activities, culture and recreation.

Aside from the river itself, this precinct's landmark feature is the striking Yandhai Nepean Crossing. The bridge and its surrounds offer panoramic vistas of the Nepean River and the Blue Mountains. Popular recreation destinations in this precinct include Regatta Park and Tench Reserve, with recent upgrades including children's play equipment, sporting fields, kayak launches, and lots of places to enjoy sitting, walking or cycling beside the river.

The Central Precinct is the premier destination for dining and entertainment. Popular offerings include Penrith Paceway and Showground, The East Bank, The Log Cabin, The Orchard and O'Donoghue's Pub, to name just a few. The Panthers site with its club premises, stadium, accommodation, and new conference centre, is a major tourism and commercial entertainment draw of the precinct. The Panthers site is establishing itself as a multi-faceted entertainment, living and leisure destination.

The Central Precinct is where entertainment and culture meet. Popular attractions include the Penrith Regional Gallery, Nepean Belle Paddlewheeler and the Arms of Australia Inn Museum - each providing an opportunity to engage with the local stories, culture and history of Penrith. The precinct is also a major destination for adventure sports and family fun – including Cables Wake Park, iFly indoor skydiving and Aqua Golf – with the Winter Sports World slated to add to the already wide offering of the Central Precinct.

PLANNING CONTEXT

The Central Precinct allows the widest range of land uses of all the river precincts. The precinct includes local centres at Emu Plains and Leonay, residential zones of predominately low and medium density housing, employment 'productivity support' zones like that covering the Penrith Homemaker Centre and industrial areas. But there is also small-lot rural land, areas of recreation and environmental conservation, a 'waterways' zone, and a number of Special Use zones that cover such uses as the Panthers site, East Bank, seniors living establishments, the correctional centre, cemetery and railway line. Flooding is an important consideration for the precinct, requiring a thoughtful balance between vibrant uses and development that attract people, while strengthening the precinct's resilience and responsiveness to flood risks.

CHARACTER STATEMENT

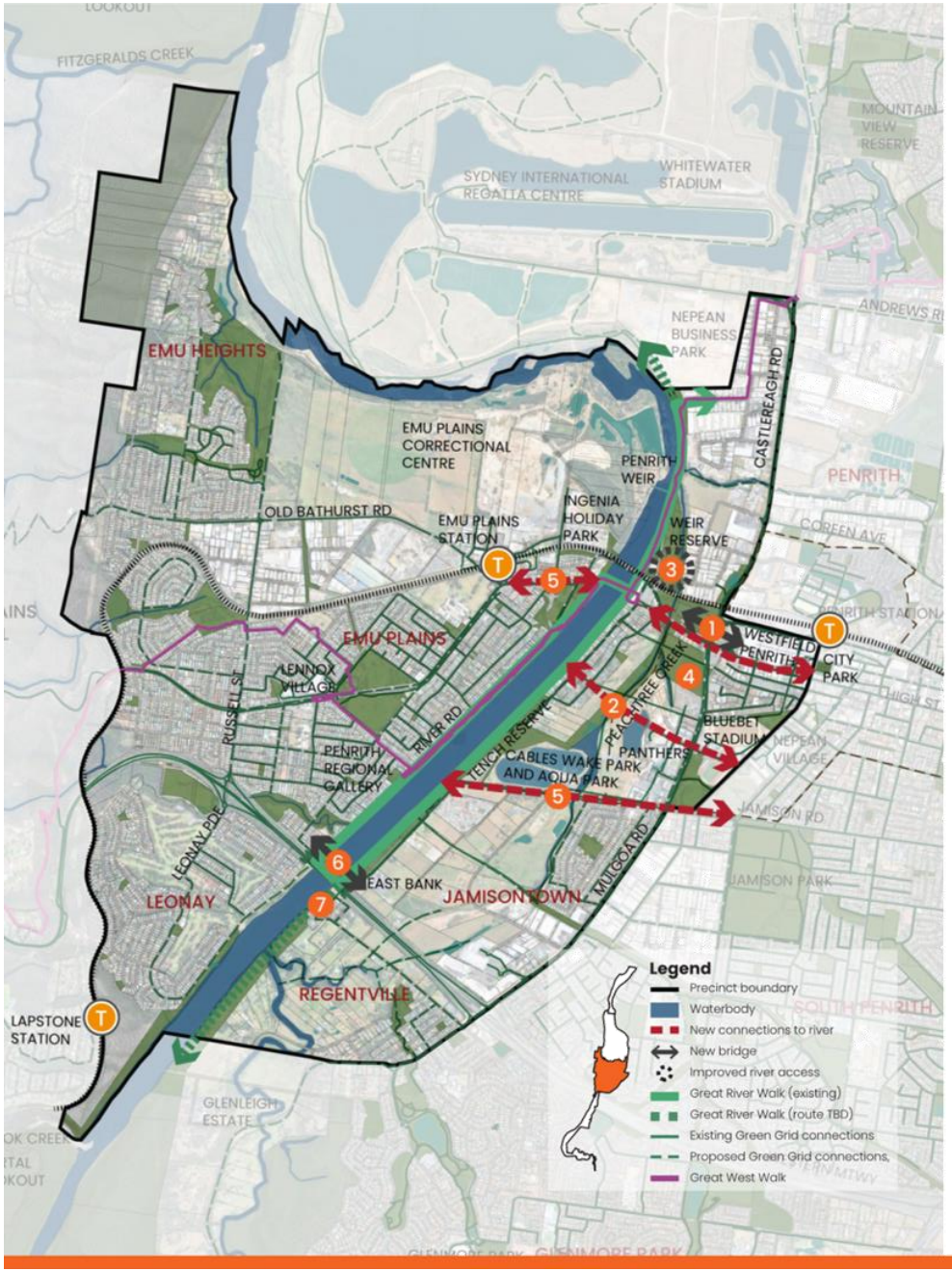
The Central Precinct will be a vibrant place to live, work and visit, anchored by a network of activity nodes that support leisure, tourism and community life. It will share a synergistic relationship with Penrith City Centre, together forming a connected urban environment that is central to Penrith's future liveability and prosperity.

The public domain will be green, open and tree-lined, framing key vistas to the Blue Mountains, Peach Tree Creek and the Nepean River. A connected network of open spaces and waterways will support active and passive recreation, safeguard natural habitats and showcase water-sensitive urban design.

The Weir Reserve Rowing and Paddlesports Precinct is highly regarded for its long, straight stretch of river. Permissible on-water activities, such as boating, kayaking and fishing, will be encouraged where they complement environmental values and enhance the precinct's identity as a distinctive riverside locations that celebrates both its natural and cultural heritage.

PRECINCT OBJECTIVES

- Create strong synergies with the Penrith City Centre, especially reinforcing pedestrian and cycle connections to the retail and business centre of Penrith, to City Park and links to public transport.
- Create a highly desirable visitor destination by supporting exciting entertainment, leisure and lifestyle offerings.
- Support our local cultural, recreational and tourism industries.
- Leverage the popularity of the Great River Walk which is a major attractor of local, regular and repeat visitors.
- Improve accessibility and connectivity across the precinct, including developing future connections to the Western Sydney Lakes.
- Grow the number of footpaths, activities and 'destinations' on offer within the precinct.
- Improve connections from Emu Plains Station to the Nepean River by enhancing pedestrian and cycling links both northwards and eastwards, strengthening access to key recreation, tourism and community destinations.
- Recognise and enhance the Weir Reserve Rowing and Paddlesports Precinct as a centre of national and international significance, supporting elite, community and school rowing and paddlesports.
- Improve access to the river's edge and Weir Reserve pontoon for all users, ensuring safe, equitable and visible connections between the Paddlesports Precinct, Great River Walk and broader open space network.



CENTRAL PRECINCT OPPORTUNITIES

1. Advocate to the NSW Government for the provision of an active transport bridge to enhance pedestrian and cycle connections from the Penrith City Centre across Mulgoa Road and improve access to the Great River Walk and the Yandhai Nepean Crossing.
2. Explore options and funding opportunities to create environment-friendly pathways through Peach Tree Creek, creating an open space and hydrological corridor from Great Western Highway to Jamison Road, with east-west links that connect Penrith City Centre to the creek and river, as envisaged in the Green Grid Strategy.
3. Explore options and funding opportunities to upgrade Weir Reserve to improve pedestrian, cycling and vehicle access, open space, water sports and recreation facilities, along with river foreshore access.
4. Explore options and funding opportunities for future use of the Carpenters Site on Mulgoa Road.
5. Explore options and funding opportunities to embellish pedestrian and cycling connections running east-west to the river corridor, including from Emu Plains station and along Jamison Road.
6. Advocate to the NSW Government to upgrade pedestrian access ramps to M4 bridge at Emu Plains and to deliver a new pedestrian and cycling footbridge river crossing at the M4.
7. Explore options and funding opportunities to upgrade and embellish open space at Factory Road Reserve for greater recreation uses.

PRECINCT WIDE (UNMAPPED)

8. Incorporate opportunities for cooling and respite from the heat into new and upgraded spaces and facilities wherever possible, as the Central Precinct experiences the greatest vulnerability to heat.
9. Explore options to collaborate with landowners along the river's edge to activate vacant sites.
10. As the gateway to the Blue Mountains, provide opportunities to capture tourists on their way to and from major destinations in the mountains.
11. Continue advocating and engaging with NSW Government agencies for ongoing monitoring and management of the waterway, to ensure the balanced and equitable use of powered and non-powered watercraft and public and commercial operations.

Southern Precinct

"PLACE TO PAUSE, DISCOVER AND CONNECT"

Set against the backdrop of the Blue Mountains and shaped by the Nepean River and surrounding wooded hills, the Southern Precinct combines natural assets with valued cultural heritage to create a tranquil setting for residents and visitors.

The precinct transitions from the urban fringe to a largely forested landscape, moving south. The Nepean River defines the western edge, forming a densely vegetated gorge as part of the Blue Mountains National Park. Elevated vantage points, including The Rock Lookout off Fairlight Road, offer spectacular views. With limited formal public access and facilities, this stretch of the river corridor presents as a quiet, secluded environment. Recreational activities include Nepean Belle cruising, boating, kayaking, fishing and bushwalking.

The eastern extent of the precinct is generally defined by ridgelines and dense vegetation on steeper slopes, which form a distinctive visual backdrop within the Mulgoa Valley. Elevated points within the precinct provide views across pastoral landscapes.

Immediately adjoining the precinct boundary, the exceptional historic Fernhill Estate has potential as a major drawcard and community venue with its scenic vistas, native bushland and grand Fernhill House. Owned and managed by the NSW Government, Fernhill has the potential as a multifunctional space that balances conservation with public enjoyment, operating as a complementary destination that strengthens visitation, events, recreation and heritage tourism outcomes

Around Wallacia, the precinct retains a sense of tranquillity and offers a visual connection to the river from Wallacia Bridge and nearby reserves.

PLANNING CONTEXT

The eastern banks of the Nepean River are zoned for national park to protect the environmental significance of that land and denote its management under the National Parks and Wildlife Act.

Areas adjacent to the national park, which are generally well-vegetated steep slopes, are zoned for environmental conservation purposes. This zone aims to prevent development from impacting on the environmental values of the national park and river. It allows a very narrow range of uses, such as recreation areas, environmental facilities, and environmental protection or flood mitigation works.

Just beyond the precinct boundary is Fernhill Estate, which is zoned for both environmental conservation and management purposes. The estate is guided by a Foundation Plan of Management, Landscape Master Plan, draft Conservation Management Plan and environmental program to manage and support its transformation into an activated public park and destination.

Two locations at the southern end of the precinct are zoned for public recreation where people can directly access the river – Blaxland Crossing Reserve and Fowler Reserve at Wallacia, which are managed by NSW Crown Lands, and Warragamba Park, Nortons Basin.

CHARACTER STATEMENT

The Southern Precinct will be recognised as a distinctive landscape of natural and cultural significance, where scenic beauty, heritage and the natural environment are respected and enjoyed together.

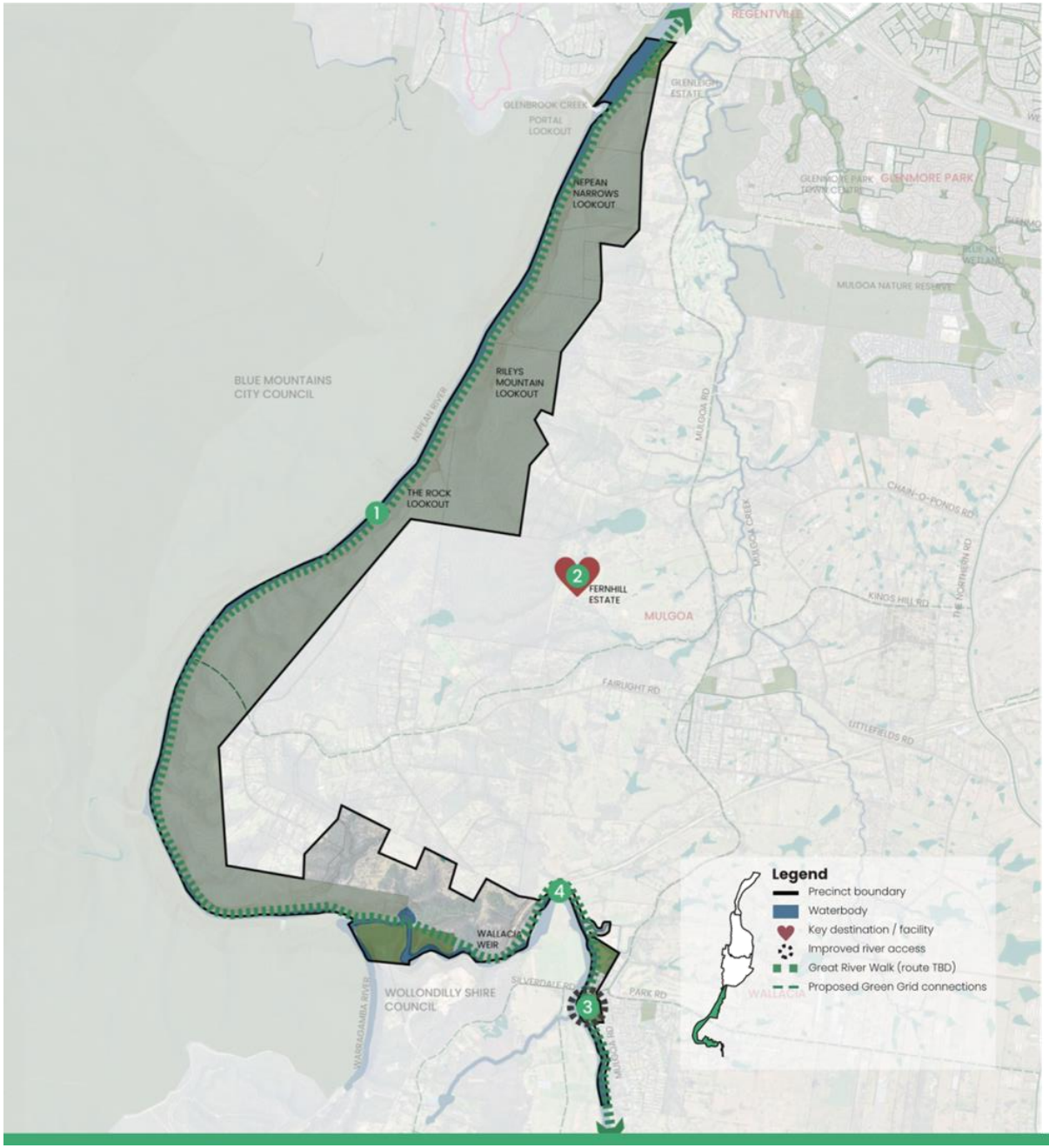
Walking trails will link river lookouts, recreation spaces and cultural heritage sites, offering authentic, nature-based experiences.

Fernhill Estate will evolve into a vibrant adjoining destination for cultural events, recreation and community gatherings, creating strong synergies with the precinct and providing opportunities for locals and visitors to connect with the precinct's heritage and natural landscapes.

The river will be recognised as a valued public asset. On-water activities such as boating, kayaking and fishing will be encouraged where they are compatible with environmental values, supporting a peaceful, landscape-rich counterpoint to Penrith's urban areas and a complementary experience within the broader Nepean River corridor.

PRECINCT OBJECTIVES

- Celebrate the Nepean River corridor as a defining natural and cultural landscape through expanded access, views and interpretation.
- Strengthen the Southern Precinct as a gateway and distinct regional destination that blends heritage and nature-based tourism, capturing airport stopovers and regional visitors seeking nature immersion close to Sydney.
- Leverage the proximity of Fernhill Estate as a major complementary destination and strengthen physical and visual connectivity between Fernhill Estate, the river and the broader trail network.
- Support low-impact tourism and nature-based experiences that align with the precinct's landscape values.
- Protect and restore, where necessary, the ecological integrity of the river corridor while enabling passive recreation and discovery.



SOUTHERN PRECINCT OPPORTUNITIES

1. Explore options and funding opportunities to extend the Great River Walk southward through the precinct, incorporating new bushwalking trails to high points and lookouts with expansive views of the Nepean River.
2. Advocate to the NSW Government to activate Fernhill Estate as a cultural and heritage destination with strong links to the river and event programming that celebrates place and story.
3. Explore options and funding opportunities to improve public access and facilities at Wallacia to encourage low-impact recreational use and enjoyment of the river.
4. Continue efforts to enhance riparian zones not within the national park with revegetation and interpretation to protect biodiversity and showcase the natural character of the corridor.

PRECINCT WIDE (UNMAPPED)

5. Explore opportunities to promote and encourage curated rural and eco-tourism visitor experiences.

Implementation approach

Successful implementation of the Our River Plan relies on Council working together with governments, developers, businesses, landowners and and the community over the next 20 years. In the immediate future, Council will seize opportunities to implement the plan, remaining open to new ideas from partners, stakeholders and the community that help realise the potential we envisage.

COUNCIL'S ROLE AND KEY ACTIONS

Council has a central role in planning and driving the long-term vision for the river corridor, coordinating project delivery and advocating for the investment needed to make it happen.

While Council is a key stakeholder, it cannot achieve this vision alone. This plan sets out new, and at this stage unfunded aspirations, that will require additional funding sources.

Council has prepared the Our River Plan as a framework to facilitate progress and encourage investment. Council will focus on building and maintaining strong partnerships and securing sustainable funding to deliver the best environmental, social, cultural and economic outcomes along the river corridor.

At the same time, Council will continue to build on existing work and maintain momentum using the existing resources we have available. We are committed to continued success along the river corridor and will prioritise additional actions as more resourcing and opportunities become available, including those outlined further here.

Fostering strategic partnerships and vision alignment

Council will continue to work closely with key delivery partners to target specific outcomes for each precinct and agree clear pathways for delivery. Many of the critical connections to the Nepean River are influenced by other stakeholders. There are opportunities to build on existing partnerships and form new relationships that support shared planning, coordinated delivery and aligned investment. Council will use the Our River Plan to clearly communicate the vision, encourage collaboration and support joint efforts that realise the full potential of the river corridor.

Advocating for support and investment

The combined resources of many partners will be fundamental to delivering the plan. Council will be proactive in advocating to the Australian and NSW Governments and other partners for support and investment in projects that give effect to the Our River Plan and deliver on-the-ground change. Council will also explore the best mix of funding approaches including government programs, partnerships and other investment opportunities to support delivery over time. Given the scale of change and transformation already occurring in Western Sydney, Council will remain open to new and emerging opportunities that align with and help deliver the vision for the river.

Preparing a movement and wayfinding plan

We want our community to be able to get to, from and around the river corridor easily and efficiently. We also want visitors to confidently navigate and find their way. Council will prepare a movement and wayfinding plan that supports the easy and efficient movement of people and vehicles in and around the river corridor. Important considerations in this work will be wayfinding, traffic and parking, pedestrian and cycling movements, along with opportunities for improved public transport which will be key to achieving good outcomes for people and place as our community grows and opportunities expand.

Preparing a river marketing plan

Locally, the Nepean River is well known and well loved. A focused river marketing plan will help build broader awareness of this valued natural asset and support visitation. Being 15km from Western Sydney International (Nancy-Bird Walton) Airport, there is a growing market of new visitors, both national and international, who can be welcomed to experience the river corridor and surrounds. Clear and consistent river communications will help promote the City as a place for culture, recreation, leisure and nature experiences, and contribute to the ongoing economic prosperity of the Penrith community.

Reviewing and preparing river corridor planning requirements

To support the long term vision for the Nepean River, further place based planning and strategic work will be undertaken over time. The character and objectives for each river precinct outlined in this plan will help inform future planning processes, including place based plans, reviews of Council's strategic planning framework and updates to relevant planning controls where appropriate.

Supporting day-to-day experience and progressing existing strategies and plans

Day-to-day management of the river corridor remains critical to the community's experience. Council will continue our servicing, maintenance and monitoring of the corridor to support safety, ease of use and high-quality spaces and experiences. Council will also continue to implement specific social, cultural, environmental, economic and flood management strategies and plans we have under way that together protect, revitalise, activate and connect people with the river corridor and move us towards the long-term Our River Plan vision.

PENRITH CITY COUNCIL DRAFT Our River Plan 2026-46 33

Priority projects

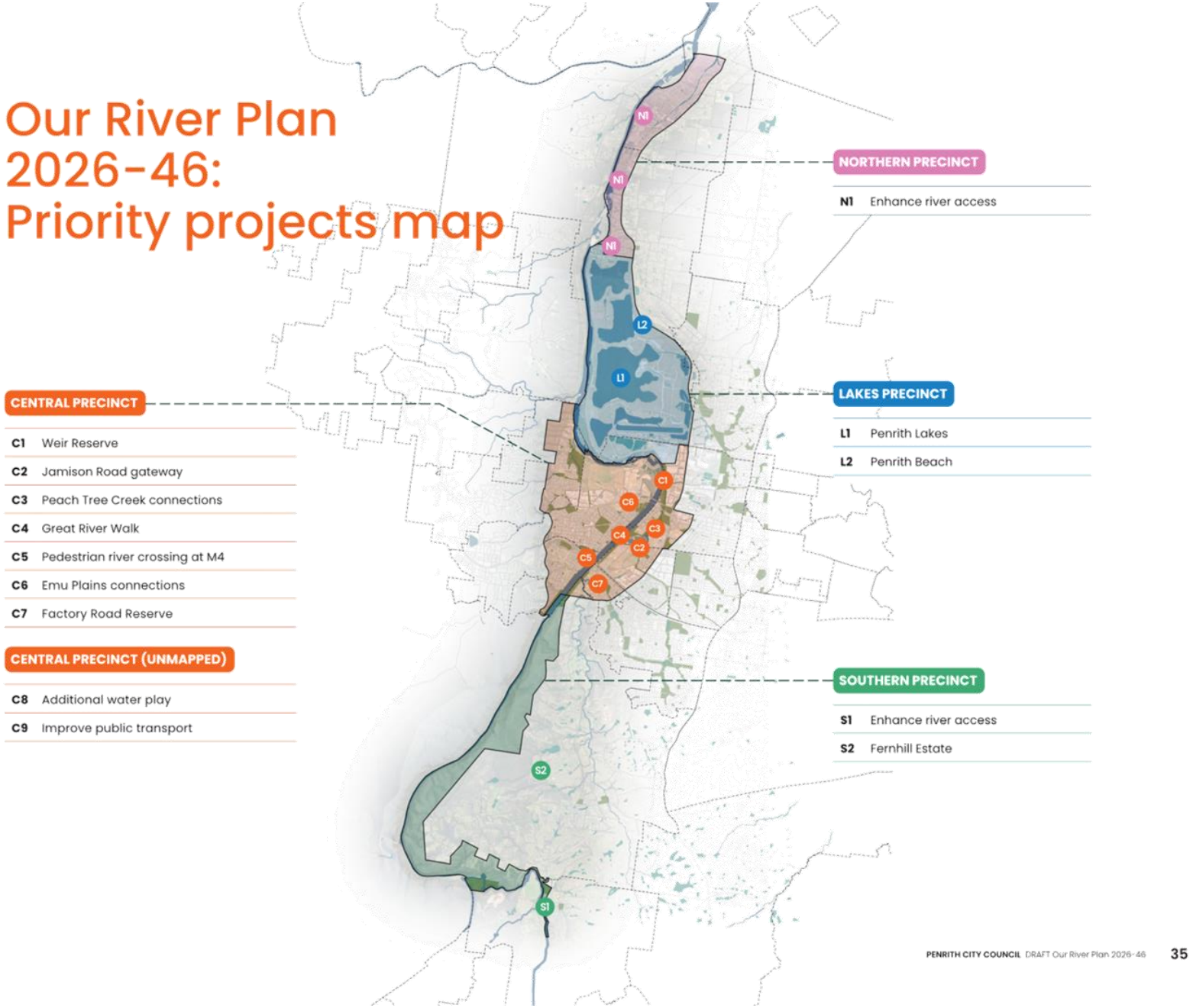
There are a number of opportunities that are important for unlocking future connectivity to and around the river and providing more experiences.

The priority projects listed here will require collaboration with landowners and stakeholders and funding sources, including in some instances funding for further project scoping, testing and optioneering, design and concept development. We consider these projects to be of value to our community, aligned to their needs and preferences, and achievable over time with the focused determination of many.

In some instances, the projects are not within the remit of Council to act on and deliver. In these cases we will continue to raise our local communities' needs and preferences through our advocacy efforts and work with and through others to realise the best outcomes for the people of Penrith and the vision we have in the Our River Plan.

NORTHERN PRECINCT		
N1	**Enhance river access**	• Explore options and funding opportunities to improve public access points and connections to the river at Agnes Banks from Kooringal Drive and Coolamon Road, and at Castlereagh at Smith Road
LAKES PRECINCT		
L1	**Penrith Lakes**	Advocate to the NSW Government to: • Deliver a comprehensive vision and master plan for Penrith Lakes • Expand public access to Penrith Lakes for nature-based recreation, including nature trail walking and cycling, where the level of infrastructure required to support such activities would be minimal
L2	**Penrith Beach**	Advocate to the NSW Government for: • Permanent opening of Penrith Beach for swimming and recreation, and new infrastructure to improve experience and amenity • A shuttle bus service operating Friday to Sunday during December and January connecting Penrith Beach to Penrith City Centre
CENTRAL PRECINCT		
C1	**Weir Reserve**	Explore options and funding opportunities to facilitate the following: • Upgrade and renew boat shed facilities including storage and amenities • Upgrade and embellish open space • Improve accessibility to the river's edge for users and watercraft • Improve the road network, shared paths and car parking within Weir Reserve • Improve the intersection into Weir Reserve at Memorial Avenue / Ladbury Avenue
C2	**Jamison Road gateway**	• Explore options and funding opportunities to upgrade the Jamison Road corridor as a gateway landmark to the river and to support a more pedestrian friendly experience
C3	**Peach Tree Creek connections**	• Explore options and funding opportunities to deliver new open space, boardwalk and shared paths along Peach Tree Creek to connect Penrith City Centre to the river • Advocate to the NSW Government to deliver a footbridge over Mulgoa Road at the Mulgoa Road / High Street intersection to connect Penrith City Centre to the river
C4	**Great River Walk**	Explore options and funding opportunities to: • Extend Great River Walk north from Regatta Park to the Weir crossing • Extend Great River Walk north from Weir Reserve to the Lakes Precinct with connections to Nepean Business Park • Upgrade the Great River Walk south from Tench Reserve to Factory Road Reserve
C5	**Pedestrian river crossing at M4**	Advocate to the NSW Government to: • Upgrade pedestrian access ramps to M4 bridge at Emu Plains • Deliver new pedestrian and cycling footbridge river crossing at the M4
C6	**Emu Plains connections**	• Explore options and funding opportunities to deliver active transport links to connect Emu Plains station to Regatta Park • Explore options and funding opportunities to deliver active transport links from Russell Street east along the river's edge
C7	**Factory Road Reserve**	• Explore options and funding opportunities to upgrade and embellish open space for greater recreation uses
C8	**Additional water play**	• Explore options and funding opportunities to provide additional water play and swimming within the Central Precinct
C9	**Improve public transport**	Advocate to the NSW Government to: • Increase service frequency of existing bus routes over weekends and busy periods (like Panther's home games and events) to Tench Reserve, Regatta Park, Panthers Precinct, connecting with Emu Plains and Penrith stations • Prioritise bus stop improvements within the river corridor Central Precinct to support ease of use and encourage mode shift to more public transport trips – e.g. bus stop shelters, signage, seating
SOUTHERN PRECINCT		
S1	**Enhance river access**	• Explore options and funding opportunities to improve public access points and connections to the river at Wallacia
S2	**Fernhill Estate**	Advocate to the NSW Government to: • Increase public access and activations at Fernhill Estate for enjoyment as a cultural heritage and recreation destination

Our River Plan 2026-46: Priority projects map



CENTRAL PRECINCT

- **C1** Weir Reserve
- **C2** Jamison Road gateway
- **C3** Peach Tree Creek connections
- **C4** Great River Walk
- **C5** Pedestrian river crossing at M4
- **C6** Emu Plains connections
- **C7** Factory Road Reserve

CENTRAL PRECINCT (UNMAPPED)

- **C8** Additional water play
- **C9** Improve public transport

NORTHERN PRECINCT

- **N1** Enhance river access

LAKES PRECINCT

- **L1** Penrith Lakes
- **L2** Penrith Beach

SOUTHERN PRECINCT

- **S1** Enhance river access
- **S2** Fernhill Estate

For more information contact
Council's City Strategy team
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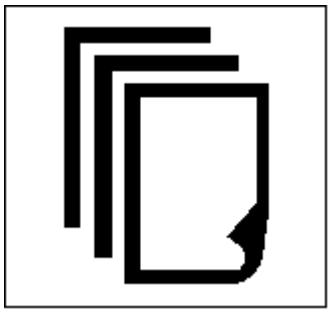
Civic Centre
601 High Street
Penrith NSW
Phone: 02 4732 7777
Email: citystrategy@penrith.city
PENRITH
CITY COUNCIL
penrith.city

ATTACHMENTS



Date of Meeting:	Monday 29 June 2026
Report Title:	Amendment to Voluntary Planning Agreement for Orchard Hills North Stages 4A, 5 and 6 - Legacy Property
Attachments:	Draft Deed of variation to Voluntary Planning Agreement for Orchard Hills North

K&L GATES

Second Deed of Variation to Planning Agreement

Penrith City Council
ABN 43 794 422 563

and

LegPro Orchard Hills Stage 1 Pty Ltd (ACN 673 136 206) as trustee for LegPro Orchard Hills Stage 1 Unit Trust
ABN 37 734 873 636

and

LegPro Orchard Hills Stage 2 Pty Ltd (ACN 673 759 209) as trustee for LegPro Orchard Hills Stage 2 Unit Trust
ABN 88 296 326 360

and

LegPro Orchard Hills Stage 3 Pty Ltd (ACN 673 754 026) as trustee for LegPro Orchard Hills Stage 3 Unit Trust
ABN 62 562 494 829

and

LegPro Orchard Hills Stage 4 Pty Ltd (ACN 673 754 213) as trustee for LegPro Orchard Hills Stage 4 Unit Trust
ABN 41 872 064 332

and

LegPro Orchard Hills Stage 5 Pty Ltd (ACN 673 754 651) as trustee for LegPro Orchard Hills Stage 5 Unit Trust
ABN 36 168 482 136

and

LegPro Orchard Hills Stage 6 Pty Ltd (ACN 673 753 565) as trustee for LegPro Orchard Hills Stage 6 Unit Trust
ABN 31 557 084 123

DRAFT

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Deed of Variation

Date

2026

Parties

1. **Penrith City Council** (**ABN 43 794 422 563**) (**Council**);

2. **LegPro Orchard Hills Stage 1 Pty Ltd** (**ACN 673 136 206**) **as trustee for LegPro Orchard Hills Stage 1 Unit Trust** (**ABN 37 734 873 636**) (**Stage 1 Developer**);

3. **LegPro Orchard Hills Stage 2 Pty Ltd** (**ACN 673 759 209**) **as trustee for LegPro Orchard Hills Stage 2 Unit Trust** (**ABN 88 296 326 360**) (**Stage 2 Developer**);

4. **LegPro Orchard Hills Stage 3 Pty Ltd** (**ACN 673 754 026**) **as trustee for LegPro Orchard Hills Stage 3 Unit Trust** (**ABN 62 562 494 829**) (**Stage 3 Developer**);

5. **LegPro Orchard Hills Stage 4 Pty Ltd (ACN 673 754 213) as trustee for LegPro Orchard Hills Stage 4 Unit Trust (ABN 41 872 064 332) (Stage 4 Developer);**

6. **LegPro Orchard Hills Stage 5 Pty Ltd (ACN 673 754 651) as trustee for LegPro Orchard Hills Stage 5 Unit Trust (ABN 36 168 482 136) (Stage 5 Developer); and**

7. **LegPro Orchard Hills Stage 6 Pty Ltd (ACN 673 753 565) as trustee for LegPro Orchard Hills Stage 6 Unit Trust (ABN 31 557 084 123) (Stage 6 Developer).**

Background

A. On 4 August 2025, the Stage 1 Developer, Stage 2 Developer and Council entered into the Planning Agreement.

B. On 8 December 2025, the Planning Agreement was amended to incorporate Stage 3 of the Development.

C. The parties agree to vary the Planning Agreement as set out in this Deed.

Agreed terms

1. Definitions and interpretation

1.1 Definitions

(a) In this Deed:

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

Deed means this Deed including the background, any schedules and any annexures.

Effective Date means the date on which the parties execute this Deed.

First Deed of Variation means the 'Deed of Variation' dated 8 December 2025, entered into between Council, the Stage 1 Developer, the Stage 2 Developer and the Stage 3 Developer.

LRS means the NSW Land Registry Services.

Planning Agreement means the Voluntary Planning Agreement made between the parties and dated 4 August 2025 (as amended by the First Deed of Variation).

Regulation means the *Environmental Planning and Assessment Regulation 2021* (NSW).

Stage 4-6 Developer means the:

(i) Stage 4 Developer;

(ii) Stage 5 Developer; and

(iii) Stage 6 Developer.

(b) Unless otherwise indicated, words or expressions used but not defined in this Deed have the same meaning as in the Planning Agreement.

1.2 Interpretation

In this Deed, unless the context requires otherwise:

(a) the singular includes the plural and vice versa;

(b) a gender includes the other genders;

(c) headings are used for convenience only and do not affect the interpretation of this Deed;

(d) other grammatical forms of a defined word or expression have a corresponding meaning;

(e) a reference to a document is to that document as amended, novated, supplemented, extended or restated from time to time;

(f) a reference to a party is to a party to this Deed and includes that party's executors, administrators, successors, permitted assigns and permitted substitutes;

(g) "person" includes a natural person, partnership, body corporate, association, joint venture, governmental or local authority, and any other body or entity whether incorporated or not;

(h) a reference to all or any part of a statute, rule, regulation or ordinance (**statute**) is to that statute as amended, consolidated, re-enacted or replaced from time to time;

(i) "include", "for example" and any similar expressions are not used, and must not be interpreted, as words of limitation;

(j) a reference to any agency or body that ceases to exist, is reconstituted, renamed or replaced, or has its powers or functions removed (**defunct body**) is to the agency or body that performs most closely the powers or functions of the defunct body;

(k) any provision in this Deed which is in favour of more than one person benefits all of them jointly and each of them severally; and

(l) any provision in this Deed which binds more than one person binds all of them jointly and each of them severally.

2. Acknowledgements

The parties acknowledge and agree that:

(a) this Deed is an amendment to the Planning Agreement within the meaning of section 203(5) of the Regulation; and

(b) this Deed is not a planning agreement within the meaning of section 7.4(1) of the Act.

3. Commencement

This Deed commences and has effect on and from the Effective Date.

4. Warranties

The parties warrant to each other that they:

(a) have full capacity to enter into this Deed; and

(b) are able to fully comply with their obligations under this Deed and the Planning Agreement as varied by this Deed.

5. Variation of Planning Agreement

5.1 Variation

With effect on and from the Effective Date, the Planning Agreement is varied in accordance with the mark-up shown on the copy of the Planning Agreement contained in Annexure A.

5.2 Prior rights and obligations not affected

This Deed does not affect the rights and obligations of the parties to the extent that they relate to the period prior to the Effective Date.

5.3 Inconsistency

If there is any inconsistency between the provisions of this Deed and the provisions of the Planning Agreement, then the provisions of this Deed prevail to the extent of that inconsistency.

6. Explanatory Note

(a) Annexure B to this Deed contains an Explanatory Note relating to the varied Planning Agreement as required by section 205(1) of the Regulation.

(b) The parties acknowledge and agree that the Explanatory Note must not be used to assist in construing the Planning Agreement.

7. Registration of Deed

(a) The Developer agrees to procure the registration of Annexure A to this Deed under the *Real Property Act 1900* (NSW) in the folios of the Register of the Land in accordance with section 7.6 of the Act.

(b) Within 10 business days of the parties executing this Deed, the Developer must deliver to Council executed LRS Request Forms in registrable form for:

(i) the removal of Dealing Number AV701114 from the relevant titles to the Land on which it is registered (if any); and

(ii) the registration of Annexure A to this Deed as a planning agreement on the titles of the Land.

(c) Within 10 business days of Council receiving the LRS Request Forms under clause 7(a) of this Deed, Council must return executed LRS Request Forms to the Developer.

(d) The Developer, at its own expense, must:

(i) promptly following receipt of the executed LRS Request Forms from Council under clause 7(b), procure the lodgement of the LRS Request Forms with the Registrar General;

(ii) procure the registration of the LRS Request Forms by the Registrar General in the relevant folios of the Register of the Land as soon as reasonably practicable after lodgement; and

(iii) provide documentary evidence that the registration of Annexure A to this Deed has been completed to Council within 5 Business Days of receiving confirmation that the registration has occurred.

(e) Despite clauses 7(a) and 7(b)(ii), the parties agree that where the Developer has satisfied its obligations under the Planning Agreement with respect to part of the Land, the Developer is not required to register Annexure A to this Deed on the folio of that part of the Land.

8. General

8.1 Costs

The Stage 4-6 Developer is to pay Council's reasonable costs of preparing, negotiating and executing this Deed within 28 days of receipt of a tax invoice from Council.

8.2 Governing law

This Deed is governed by New South Wales law and each party irrevocably submits to the exclusive jurisdiction of courts exercising jurisdiction in New South Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with this Deed.

8.3 Modification of Deed

No modification or alteration of any provision of this Deed will be valid unless it is in writing and signed by all parties to this Deed.

8.4 Severability

Any provision of this Deed which is invalid in any jurisdiction must, in relation to that jurisdiction:

(a) be read down to the minimum extent necessary to achieve its validity, if applicable; and

(b) be severed from this Deed in any other case,

without invalidating or affecting the remaining provisions of this Deed or the validity of that provision in any other jurisdiction.

8.5 Further Acts

Each party must promptly execute all documents and do all things reasonably required to effect, perfect or complete this Deed and all transactions incidental to it.

8.6 No adverse construction

No provision of this Deed is to be construed to the disadvantage of a party solely because that party was responsible for preparing or proposing this Deed or the provision.

8.7 Counterparts

(a) This Deed may be executed in any number of counterparts, each executed by one or more parties.

(b) All counterparts, taken together, constitute one instrument.

(c) A party may execute this Deed by signing any counterpart. To the extent permitted by law, a counterpart may be executed electronically.

(d) This Deed is binding on the parties on exchange of counterparts. A copy of a counterpart that is electronically scanned and emailed to each other party or their authorised representative:

(i) must be treated as an original counterpart;

(ii) is sufficient evidence of the execution of the original; and

(iii) may be produced in evidence for all purposes in place of the original.

8.8 Electronic signatures

(a) To the extent permitted by law, a party may sign this Deed electronically, including by using software or a platform for the electronic execution of documents and each party consents to the Deed being signed in this way.

(b) A print out of the executed Deed once all parties signing electronically have done so, will be an executed original counterpart of this Deed, irrespective of which party prints it.

(c) Each party that signs this Deed electronically represents and warrants that it or anyone signing on its behalf:

(i) has been duly authorised to enter into and execute this Deed electronically and to create obligations that are valid and binding obligations on the party;

(ii) has affixed their own electronic signature; and

(iii) where applicable, holds the position or title indicated under their electronic signature,

and each party is estopped from asserting otherwise.

(d) No person may challenge the validity of this Deed by virtue only of the fact that it has been electronically signed by or on behalf of any party.

9. Developer Trustee Limitation of Liability

9.1 Stage 1 Developer Trustee

(a) **Definitions**

In this clause:

(i) **Trust** means the LegPro Orchard Hills Stage 1 Unit Trust; and

(ii) **Trust Deed** means the trust deed establishing the Trust.

(b) **Limitation of Liability**

(i) The Stage 1 Developer warrants that:

(A) it enters into this Deed in its capacity as trustee of the Trust and in no other capacity; and

(B) it is empowered by the terms of the Trust Deed or any other instrument constituting the Trust to enter into this Deed in accordance with its provisions; and

(C) it is entitled to be indemnified out of the assets of the Trust in respect of the obligations and liabilities assumed by it under the terms of this Deed.

(ii) The Council acknowledges and agrees that, despite any other provision of this Deed, any liability or obligation of the Stage 1 Developer arising under or in connection with this Deed can only be enforced to the extent to which they are entitled to be, and are

in fact, indemnified for that liability or obligation out of the assets of the Trust. This includes without limitation any representation, warranty or conduct by the Stage 1 Developer.

(iii) Clause 9.1(b)(ii) does not apply to any liability or obligation of the Stage 1 Developer to the extent there is a reduction in their ability to be indemnified for that liability or obligation out of the assets of the Trust as a result of the Stage 1 Developer's fraud, negligence or breach of trust.

9.2 Stage 2 Developer Trustee

(a) **Definitions**

In this clause:

(i) **Trust** means the LegPro Orchard Hills Stage 2 Unit Trust; and

(ii) **Trust Deed** means the trust deed establishing the Trust.

(b) **Limitation of Liability**

(i) The Stage 2 Developer warrants that:

(A) it enters into this Deed in its capacity as trustee of the Trust and in no other capacity; and

(B) it is empowered by the terms of the Trust Deed or any other instrument constituting the Trust to enter into this Deed in accordance with its provisions; and

(C) it is entitled to be indemnified out of the assets of the Trust in respect of the obligations and liabilities assumed by it under the terms of this Deed.

(ii) The Council acknowledges and agrees that, despite any other provision of this Deed, any liability or obligation of the Stage 2 Developer arising under or in connection with this Deed can only be enforced to the extent to which they are entitled to be, and are in fact, indemnified for that liability or obligation out of the assets of the Trust. This includes without limitation any representation, warranty or conduct by the Stage 2 Developer.

(iii) Clause 9.2(b)(ii) does not apply to any liability or obligation of the Stage 2 Developer to the extent there is a reduction in their ability to be indemnified for that liability or obligation out of the assets of the Trust as a result of the Stage 2 Developer's fraud, negligence or breach of trust.

9.3 Stage 3 Developer Trustee

(a) **Definitions**

In this clause:

(i) **Trust** means the LegPro Orchard Hills Stage 3 Unit Trust; and

(ii) **Trust Deed** means the trust deed establishing the Trust.

(b) **Limitation of Liability**

(i) The Stage 3 Developer warrants that:

(A) it enters into this Deed in its capacity as trustee of the Trust and in no other capacity; and

(B) it is empowered by the terms of the Trust Deed or any other instrument constituting the Trust to enter into this Deed in accordance with its provisions; and

(C) it is entitled to be indemnified out of the assets of the Trust in respect of the obligations and liabilities assumed by it under the terms of this Deed.

(ii) The Council acknowledges and agrees that, despite any other provision of this Deed, any liability or obligation of the Stage 3 Developer arising under or in connection with this Deed can only be enforced to the extent to which they are entitled to be, and are in fact, indemnified for that liability or obligation out of the assets of the Trust. This includes without limitation any representation, warranty or conduct by the Stage 3 Developer.

(iii) Clause 9.3(b)(ii) does not apply to any liability or obligation of the Stage 3 Developer to the extent there is a reduction in their ability to be indemnified for that liability or obligation out of the assets of the Trust as a result of the Stage 3 Developer's fraud, negligence or breach of trust.

9.4 Stage 4 Developer Trustee

(a) **Definitions**

In this clause:

(i) **Trust** means the LegPro Orchard Hills Stage 4 Unit Trust; and

(ii) **Trust Deed** means the trust deed establishing the Trust.

(b) **Limitation of Liability**

(i) The Stage 4 Developer warrants that:

(A) it enters into this Deed in its capacity as trustee of the Trust and in no other capacity; and

(B) it is empowered by the terms of the Trust Deed or any other instrument constituting the Trust to enter into this Deed in accordance with its provisions; and

(C) it is entitled to be indemnified out of the assets of the Trust in respect of the obligations and liabilities assumed by it under the terms of this Deed.

(ii) The Council acknowledges and agrees that, despite any other provision of this Deed, any liability or obligation of the Stage 4 Developer arising under or in connection with this Deed can only be enforced to the extent to which they are entitled to be, and are

in fact, indemnified for that liability or obligation out of the assets of the Trust. This includes without limitation any representation, warranty or conduct by the Stage 4 Developer.

(iii) Clause 9.4(b)(ii) does not apply to any liability or obligation of the Stage 4 Developer to the extent there is a reduction in their ability to be indemnified for that liability or obligation out of the assets of the Trust as a result of the Stage 4 Developer's fraud, negligence or breach of trust.

9.5 Stage 5 Developer Trustee

(a) **Definitions**

In this clause:

(i) **Trust** means the LegPro Orchard Hills Stage 5 Unit Trust; and

(ii) **Trust Deed** means the trust deed establishing the Trust.

(b) **Limitation of Liability**

(i) The Stage 5 Developer warrants that:

(ii) it enters into this Deed in its capacity as trustee of the Trust and in no other capacity; and

(A) it is empowered by the terms of the Trust Deed or any other instrument constituting the Trust to enter into this Deed in accordance with its provisions; and

(B) it is entitled to be indemnified out of the assets of the Trust in respect of the obligations and liabilities assumed by it under the terms of this Deed.

(iii) The Council acknowledges and agrees that, despite any other provision of this Deed, any liability or obligation of the Stage 5 Developer arising under or in connection with this Deed can only be enforced to the extent to which they are entitled to be, and are in fact, indemnified for that liability or obligation out of the assets of the Trust. This includes without limitation any representation, warranty or conduct by the Stage 5 Developer.

(iii) Clause 9.5(b)(iii) does not apply to any liability or obligation of the Stage 5 Developer to the extent there is a reduction in their ability to be indemnified for that liability or obligation out of the assets of the Trust as a result of the Stage 5 Developer's fraud, negligence or breach of trust.

9.6 Stage 6 Developer Trustee

(a) **Definitions**

In this clause:

(i) **Trust** means the LegPro Orchard Hills Stage 6 Unit Trust; and

(ii) **Trust Deed** means the trust deed establishing the Trust.

(b) **Limitation of Liability**

(i) The Stage 6 Developer warrants that:

(A) it enters into this Deed in its capacity as trustee of the Trust and in no other capacity; and

(B) it is empowered by the terms of the Trust Deed or any other instrument constituting the Trust to enter into this Deed in accordance with its provisions; and

(C) it is entitled to be indemnified out of the assets of the Trust in respect of the obligations and liabilities assumed by it under the terms of this Deed.

(ii) The Council acknowledges and agrees that, despite any other provision of this Deed, any liability or obligation of the Stage 6 Developer arising under or in connection with this Deed can only be enforced to the extent to which they are entitled to be, and are in fact, indemnified for that liability or obligation out of the assets of the Trust. This includes without limitation any representation, warranty or conduct by the Stage 6 Developer.

(iii) Clause 9.6(b)(ii) does not apply to any liability or obligation of the Stage 6 Developer to the extent there is a reduction in their ability to be indemnified for that liability or obligation out of the assets of the Trust as a result of the Stage 6 Developer's fraud, negligence or breach of trust.

Executed as a deed

Signed and delivered for and on behalf of **Penrith City Council** (ABN 43 794 422 563) by its duly authorised officer in the presence of:

.....	.....
Signature of witness	Signature of authorised officer
Electronic signature of me, _____, affixed on _____ *[Strike out if not required]*	Electronic signature of me, _____, affixed on _____ *[Strike out if not required]*
.....	.....
Name of witness (please print)	Name of authorised officer (please print)

This document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000 (NSW)*. *[Strike out if not required]*

Executed as a Deed by LegPro Orchard Hills Stage 1 Pty Ltd (ACN 673 136 206) as trustee for LegPro Orchard Hills Stage 1 Unit Trust ABN 37 734 873 636 in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

.....
Signature of sole director / secretary

Electronic signature of me, Elton Matthew Hyder IV, affixed on _____ *[Strike out if not required]*

.....
Name
(please print)

Executed as a Deed by LegPro Orchard Hills Stage 2 Pty Ltd (ACN 673 759 209) as trustee for LegPro Orchard Hills Stage 2 Unit Trust ABN 88 296 326 360 in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

.....
Signature of sole director / secretary

Electronic signature of me, Elton Matthew Hyder IV, affixed on _____ *[Strike out if not required]*

.....
Name
(please print)

Executed as a Deed by LegPro Orchard Hills Stage 3 Pty Ltd (ACN 673 754 026) as trustee for LegPro Orchard Hills Stage 3 Unit Trust ABN 62 562 494 829 in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

.....
Signature of sole director / secretary

Electronic signature of me, Elton Matthew Hyder IV, affixed on _____ *[Strike out if not required]*

.....
Name
(please print)

Executed as a Deed by LegPro Orchard Hills Stage 4 Pty Ltd (ACN 673 754 213) as trustee for LegPro Orchard Hills Stage 4 Unit Trust (ABN 41 872 064 332) in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

.....
Signature of sole director / secretary

Electronic signature of me, Elton Matthew Hyder IV, affixed on _____ *[Strike out if not required]*

.....
Name
(please print)

Executed as a Deed by LegPro Orchard Hills Stage 5 Pty Ltd (ACN 673 754 651) as trustee for LegPro Orchard Hills Stage 5 Unit Trust (ABN 36 168 482 136) in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

.....
Signature of sole director / secretary

Electronic signature of me, Elton Matthew Hyder IV, affixed on _____ *[Strike out if not required]*

.....
Name
(please print)

Executed as a Deed by LegPro Orchard Hills Stage 6 Pty Ltd (ACN 673 753 565) as trustee for LegPro Orchard Hills Stage 6 Unit Trust (ABN 31 557 084 123) in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

.....
Signature of sole director / secretary

Electronic signature of me, Elton Matthew Hyder IV, affixed on _____ *[Strike out if not required]*

.....
Name
(please print)

Annexure A

Annexure A

Voluntary Planning Agreement

Orchard Hills North Stage 1, Stage 2, Stage 3, Stage 4A, Stage 4, Stage 5 and Stage 6 Planning Agreement

Penrith City Council

ABN 43 794 422 563

LegPro Orchard Hills Stage 1 Pty Ltd (ACN 673 136 206) as trustee for LegPro Orchard Hills Stage 1 Unit Trust (ABN 37 734 873 636)

LegPro Orchard Hills Stage 2 Pty Ltd (ACN 673 759 209) as trustee for LegPro Orchard Hills Stage 2 Unit Trust (ABN 88 296 326 360)

LegPro Orchard Hills Stage 3 Pty Ltd (ACN 673 754 026) as trustee for LegPro Orchard Hills Stage 3 Unit Trust (ABN 62 562 494 829)

LegPro Orchard Hills Stage 4 Pty Ltd (ACN 673 754 213) as trustee for LegPro Orchard Hills Stage 4 Unit Trust (ABN 41 872 064 332)

LegPro Orchard Hills Stage 5 Pty Ltd (ACN 673 754 651) as trustee for LegPro Orchard Hills Stage 5 Unit Trust (ABN 36 168 482 136)

LegPro Orchard Hills Stage 6 Pty Ltd (ACN 673 753 565) as trustee for LegPro Orchard Hills Stage 6 Unit Trust (ABN 31 557 084 123)

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Deed of Agreement

Date

Parties

First party

Name	Penrith City Council (**Council**)
ABN	43 794 422 563
Contact	The General Manager
Telephone	02 4732 7777

Second party

Name	LegPro Orchard Hills Stage 1 Pty Ltd (ACN 673 136 206) as trustee for the LegPro Orchard Hills Stage 1 Unit Trust (**Stage 1 Developer**)
ACN	673 136 206
Contact	Head of Development
Telephone	02 9252 1111

Third party

Name	LegPro Orchard Hills Stage 2 Pty Ltd (ACN 673 759 209) ATF LegPro Orchard Hills Stage 2 Unit Trust (**Stage 2 Developer**)
ACN	673 759 209
Contact	Head of Development
Telephone	02 9252 1111

Fourth party

Name	LegPro Orchard Hills Stage 3 Pty Ltd (ACN 673 754 026) ATF LegPro Orchard Hills Stage 3 Unit Trust (**Stage 3 Developer**)
ACN	673 754 026
Contact	Head of Development
Telephone	02 9252 1111

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Fifth party

Name	LegPro Orchard Hills Stage 4 Pty Ltd (ACN 673 754 213) as trustee for LegPro Orchard Hills Stage 4 Unit Trust (**Stage 4 Developer**)
ACN	673 754 213
Contact	Head of Development
Telephone	02 9252 1111

Sixth Party

Name	LegPro Orchard Hills Stage 5 Pty Ltd (ACN 673 754 651) as trustee for LegPro Orchard Hills Stage 5 Unit Trust (**Stage 5 Developer**)
ACN	673 754 651
Contact	Head of Development
Telephone	02 9252 1111

Seventh Party

Name	LegPro Orchard Hills Stage 6 Pty Ltd (ACN 673 753 565) as trustee for LegPro Orchard Hills Stage 6 Unit Trust (**Stage 6 Developer**)
ACN	673 753 565
Contact	Head of Development
Telephone	02 9252 1111

Background

A. On 30 June 2023, amendments to the *Penrith Local Environmental Plan 2010* which rezoned land located at Caddens Road, Kingswood Road and Castle Road in Orchard Hills North (**Orchard Hills North Land**), to enable delivery of new housing, a village centre, open space, roads and other supporting infrastructure were gazetted and took effect from 1 October 2023.

B. The Orchard Hills North Land is expected to be delivered in approximately 15 stages.

C. On 2 November 2023 and 23 January 2024 respectively the Stage 1 Developer and the Stage 2 Developer made Stage 1 DA23/0969 and Stage 2 DA24/0041 Development Applications to carry out the Development on the Land. On 8 February 2024, the Stage 3 Developer made Stage 3 DA24/0085 to carry out the Development on the Land. On 7 June 2024, the Stage 4 Developer made Stage 4A DA24/0431 to carry out the Development on the Land. On 11 July 2024, the Stage 5 Developer made Stage 5 & 6

DA24/0536 to carry out the Development on the Land. On 25 July 2025, the Stage 4 Developer made Stage 4 DA25/0567 to carry out the Development on the Land.

D. At the time of the lodgement and determination of the Stage 1 DA and the Stage 2 DA, the Council was finalising preparation of a Section 7.11 Contributions Plan to support the rezoning of the Orchard Hills North Land. The Stage 1 DA, the Stage 2 DA, the Stage 3 DA, the Stage 4 DA, the Stage 4A DA, the Stage 5 & 6 DA were accompanied by an offer by the Stage 1 Developer, Stage 2 Developer, Stage 3 Developer, Stage 4 Developer, Stage 5 Developer and Stage 6 Developer to enter into this deed to make contributions for public purposes if Development Consent was granted.

E. On 16 September 2024, the Council granted Development Consent to the Stage 1 DA.

F. On 18 December 2024, the Council granted Development Consent to the Stage 2 DA.

G. On 28 April 2025, the Council adopted the Orchard Hills North Development Contributions Plan 2025 which commenced on 20 May 2025.

H. On 24 September 2025, the Council granted Development Consent to the Stage 3 DA.

I. On 25 March 2026, the Council granted Development Consent to the Stage 4 DA.

J. On 25 March 2026, the Penrith Local Planning Panel granted Development Consent to the Stage 4A DA.

K. On 10 December 2025, the Council granted Development Consent to the Stage 5 & 6 DA.

L. Further Development Applications are expected to be lodged for future stages of the redevelopment of the Orchard Hills North Land, and this deed will be amended to incorporate the future stages.

Operative part

1 Definitions

In this deed, 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 deed;

Approval means any certificate, licence, consent, permit, approval or other requirement of any Authority having jurisdiction in connection with the activities contemplated by this deed;

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 deed;

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 deed;

Contributions Plan means the Orchard Hills North Development Contributions Plan 2025, as adopted by Council on 28 April 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 deed, as shown on the plan at Annexure B;

Developer means the:

(a) Stage 1 Developer;

(b) Stage 2 Developer;

(c) Stage 3 Developer;

(d) Stage 4 Developer;

(e) Stage 5 Developer; and

(f) Stage 6 Developer.

Development means the development proposed by:

(a) DA23/0969 being integrated development for Torrens title subdivision of one lot into 87 residential lots and 2 residue lots, including upgrade works to Caddens Road and a portion of Mariposa Circuit, drainage works in Braeburn Street, earthworks, new roads, landscaping, retaining walls, stormwater works and associated civil works (**Stage 1 DA**);

(b) DA24/0041 being integrated development for Torrens title subdivision of three existing lots into 72 residential lots, 1 residue lot and 1 lot for a drainage reserve including demolition of existing structures, retention of one dwelling, tree and vegetation removal, earthworks, new roads and footpaths, landscaping, retaining walls, stormwater works and associated works (**Stage 2 DA**);

(c) DA24/0085 being the Torrens title subdivision to create 155 residential lots, 1 drainage reserve lot, and 1 residue lot, including civil works being bulk earthworks, stormwater management, vegetation removal, new roads and upgrade of existing Kingswood Road, landscaping and associated works (**Stage 3 DA**);

(d) DA25/0567 being the construction and embellishment of recreation space (Open Space 8 in Orchard Hills North) including stormwater management works, playground equipment, landscaping, amenities building, and parking (**Stage 4 DA**);

(e) DA24/0431 being integrated development for staged Torrens title subdivision of stage 4A to create four residue lots and one lot for road widening, including demolition, tree removal, dewatering of three dams, realignment of part of Kingswood Road, bulk earthworks, construction of new roads, stormwater and civil works and landscaping (**Stage 4A DA**); and

(f) DA24/0536 being staged Torrens title subdivision creating 192 residential lots, three residue lots and a boundary adjustment over three stages (stages 5.1, 5.2 and 6) including Castle Road and Kingswood Road upgrade works, interim Kingswood Road and Castle Road intersection works (potential), construction of two interim stormwater management basins, stormwater works, new local roads, demolition, dam dewatering, tree removal, bulk earthworks, retaining walls, land remediation, landscaping and street trees (**Stage 5 & 6 DA**).

Development Application has the same meaning as in the Act;

Development Consent has the same meaning as in the Act;

Fax Number means a party's facsimile number set out in the Notices clause of this deed;

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 the land identified at Annexure A to this deed;

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 a Development Consent under section 4.55 of the Act;

Monetary Contribution means the monetary contribution payable by the Developer under clause 6 of this deed;

Occupation Certificate means an occupation certificate as defined under section 6.4 the Act;

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);

Register means the Torrens title register maintained under the *Real Property Act 1900* (NSW);

Regulation means the *Environmental Planning and Assessment Regulation 2021*;

Security means a Bank Guarantee, Bond or cash deposit to be held by Council;

Stage means a stage of the Development;

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 work identified in the Contributions Table in Schedule 1 under the subheading Works.

2 Interpretation

In this deed, unless the context indicates a contrary intention:

(a) (**documents**) a reference to this deed or another document includes any document which varies, supplements, replaces, assigns or novates this deed 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 deed;

(c) (**headings**) clause headings and the table of contents are inserted for convenience only and do not affect interpretation of this deed;

(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 deed 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 Sydney, Australia, even if the obligation is to be performed elsewhere;

(p) (**joint and several**) an deed, 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 deed 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 deed is a planning agreement within the meaning of section 7.4 of the Act.

(b) Schedule 3 of this deed summarises the requirements for planning agreements under s 7.4 of the Act and the way this deed addresses those requirements.

4 Application of this deed

This deed applies to:

(a) the Development, and

(b) the Land.

5 Operation of this deed

This deed commences on and from the date it is executed by all parties.

6 Contributions to be made under this deed

6.1 Monetary Contribution

(a) The Developer will pay to Council the monetary contributions as set out in Schedule 1.

(b) In relation to the monetary contributions detailed at line items 6 - 16 (inclusive) of Table B of Schedule 1 to this deed, the Developer is to pay the greater of:

(i) the amount in column titled 'Amount'; or

(ii) the amount as indexed at the time of payment in accordance with the Contributions Plan.

(c) The Developer will pay to Council the monetary contributions by the times set out in Schedule 1.

(d) The Monetary Contribution 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.

(e) The Monetary Contribution 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.

(f) The parties agree and acknowledge that the Monetary Contribution will be used by the Council for the purposes identified in the column titled 'Description' in Schedule 1 to this deed and/or for the purposes identified in the Contributions Plan.

6.2 Works

(a) The Developer will carry out the Works in accordance with this deed, 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 deed will be taken to have been completed for the purposes of this deed when a Certificate of Practical Completion has been issued for those Works.

(c) The Works or any part of the Works required under this deed 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 in accordance with the timing as set out in Schedule 1.

(e) The parties agree and acknowledge that the Works serve the public purposes set out in Schedule 1.

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.

(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 the Public Reserve is dedicated to Council by operation of the registration of a plan of subdivision in accordance with section 49 of the *Local Government Act 1993* (NSW).

(d) The obligation to dedicate the Dedication Land will be taken to have been satisfied when the Public Road is dedicated to Council by operation of the registration of a plan of subdivision in accordance with section 9 of the *Roads Act 1993* (NSW).

6.4 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.

6.5 Public Access and Easements

[Not used]

6.6 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 deed. 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 deed,

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.

6.7 Deferral of Works

(a) Despite any other provision of this deed, if the Developer is delayed in completing any Works by the time required in Schedule 1:

(i) The Developer must make a written request to the Council, detailing the Work (or part thereof) proposed to be deferred, the reason for the delay and the proposed revised delivery date for that item of Work;

(ii) The Developer, at the time of the request to defer works, must provide a construction timeline confirming the intended completion date of any outstanding works; and

(iii) The Developer must provide the Council with an additional Bank Guarantee or Bond so that the total amount secured is 200% of the value of the subject Work or part thereof. The security which has already been provided pursuant to clause 11.2 in relation to the specific Work (or part thereof) which is proposed to be deferred may be taken into account in calculating the 200% security under this clause.

(b) Upon receipt of the written request pursuant to 6.7(a), Council will, acting reasonably, consider the request and inform the Developer within 10 Business Days if the request has been accepted and the revised delivery date for the item of Work. Without limiting the matters that Council may take into account in considering any such request, Council may consider:

(i) risk to life or property;

(ii) risk of environmental harm;

(iii) impacts on the amenity of adjoining landowners and occupiers;

(iv) sufficiency of any existing infrastructure to service development; and

(v) the effect of the deferral of the item of Work (or part thereof) on the dedication of land identified in Table 2 of Schedule 1 or the delivery of other Works.

(c) If the Developer complies with any approval issued by Council pursuant to clause 6.7(b), the Developer will not be in breach of this deed as a result of not complying with Schedule 1.

7 Development Contributions

7.1 Application of s 7.11, s 7.12 and Subdivision 4 of Division 7.1 of the Act

(a) This deed **excludes** the application of section 7.11 of the Act to the Development.

(b) This deed **excludes** the application of section 7.12 of the Act to the Development.

(c) This deed **does not exclude** the application of Subdivision 4 of Division 7.1 of the Act.

(d) The benefits under this deed are not to be taken into consideration in determining a development contribution under section 7.11 of the Act, including contributions payable in relation to any future stage of the proposed development.

7.2 Credit for Contributions

(a) In consideration of the Developer performing its obligations under this deed, the Contributions listed in Table B of Schedule 1 under this deed may be taken into consideration in determining a development contribution in relation to future stages of the proposed development of the Orchard Hills North Land subject to the following requirements:

(i) the Contribution must be delivered in total, consistent with the Contributions Plan, unless staged delivery and credit has been otherwise agreed in writing by Council;

(ii) in the case of Works, a Certificate of Practical Completion pursuant to clause 6.2(b) must have been issued;

(iii) in the case of land dedication, the Dedication Land is in the ownership of Council; and

(iv) the value of the Contribution made is the value of the Monetary Contribution, Works and any Dedication Land identified in the Contributions Plan, as indexed at the time the Contribution is made.

(b) Nothing in this deed:

(i) requires Council to refund or repay any Contributions;

(ii) requires Council to pay any amount to the Developer if the value of the Contributions is more than the contributions payable under the Contributions Plan; or

(iii) exempts the Developer from paying any contributions payable under the Contributions Plan for future stages of the redevelopment of the Orchard Hills North Land which are not subject to a credit in accordance with clause 7.2(a).

8 Registration of this deed

8.1 Developer Interest

The Developer represents and warrants to the Council that on the date of this deed it is the registered proprietor of the Land.

8.2 Registration of this deed

(a) The Developer agrees to procure the registration of this deed 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 Developer, at its own expense, must:

(i) procure the lodgement of this deed with the Registrar General as soon as reasonably practicable after this deed comes into operation, but in any event, no later than 10 Business Days after that date;

(ii) procure the registration of this deed by the Registrar-General in the relevant folios of the Register for the Land as soon as reasonably practicable after this deed is lodged for registration; and

(iii) provide documentary evidence that the registration of this deed 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 deed, 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 deed on title.

(d) The Developer, at its own expense will, promptly after the execution of this deed and if requested by Council, take all practical steps, and otherwise do anything that the Council reasonably requires to procure:

(i) An acceptance of the terms of this deed and an acknowledgement in writing from any existing mortgagee in relation to the Land that the mortgagee will adhere to the provisions of this deed 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 deed 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 deed 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 deed in respect of that part of the Land.

8.4 Caveat

(a) The Developer acknowledges and agrees that:

(i) when this deed 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; and

(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 deed.

9 Review of this deed

9.1 Review generally

(a) This deed may be reviewed or modified.

(b) Any review or modification of this deed will be conducted in the circumstances and in the manner determined by the parties.

(c) No modification or review of this deed will be of any force or effect unless it is in writing and signed by the parties to this deed.

(d) A party is not in breach of this deed if it does not agree to an amendment to this deed 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 deed, 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 15 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 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 15 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 15 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 5 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 clause 10.6 is final and binding upon the parties except unless:

(i) Within 5 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 deed 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 deed.

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 deed, 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 deed.

11.2 Security

(a) The Developer must provide to the Council:

(i) Within 10 Business Days of the date of this deed, Security for the Stage 1 DA in an amount of 125% of the cost of the Works as identified at Schedule 1 of this deed, subject to any indexation;

(ii) Prior to the issue of a Subdivision Works Certificate for the Stage 2 DA, Security in an amount of 125% of the cost of the Works as identified at Schedule 1 of this deed, subject to any indexation; and

(iii) Prior to the issue of a Subdivision Works Certificate for the Stage 3 DA, Security in an amount of 125% of the cost of the Works as identified at Schedule 1 of this deed, subject to any indexation.

(b) The Council may call on a Security provided under clause 11.2 if:

(i) the Developer is in material or substantial breach of this deed 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 deed; or

(ii) the Developer becomes Insolvent.

(c) If requested by Council, within 20 Business Days of each anniversary of a Security provided under clause 11.2(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.

(d) On receipt of a replacement Security provided under clause 11.2(c), the Council must release and return to the Developer, as directed, the Security that has been replaced as soon as reasonably practicable.

(e) 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.

(f) Subject to this clause and the provisions of this deed, the Council may apply the proceeds of a Security to satisfy:

(i) any obligation of the Developer under this deed 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 deed.

(g) 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(c).

(h) 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.

(i) 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 deed; 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 deed,

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 deed, 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* (NSW).

(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 deed 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) Not used.

(b) Not used.

(c) In accordance with section 6.14 of the Act and section 34 of the *Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021* (NSW), the following obligations under this deed must be satisfied before a Subdivision Works Certificate is issued for the Development or any part of the Development:

(i) Payment of the Monetary Contribution in accordance with clause 6.1; and

(ii) Provision of Securities required under clause 11.2.

(d) In accordance with section 6.15(1)(d) of the Act, the following obligations under this deed must be satisfied before a Subdivision Certificate is issued for the Development or any part of the Development:

(i) payment of the Monetary Contribution in accordance with clause 6.1;

(ii) Delivery of the Works in accordance with clause 6.2;

(iii) Dedication of the Dedication Land in accordance with clause 6.3; and

(iv) Provision of a Bank Guarantee or Bond for any item of the Works for defects liability and maintenance under the Construction Terms.

11.5 General Enforcement

(a) Without limiting any other remedies available to the parties, this deed may be enforced by any party in any Court of competent jurisdiction.

(b) Nothing in this deed prevents:

(i) a party from bringing proceedings in the Land and Environment Court to enforce any aspect of this deed or any matter to which this deed relates; 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 deed or any matter to which this deed relates.

12 Assignment and Dealings

12.1 Assignment

(a) A party must not assign or deal with any right under this deed 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 2001* (Cth)) of a party (excluding the Council) shall be deemed to be an assignment of this deed 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's obligations under this deed;

(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 deed;

(iv) any default under any provisions of this deed 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 deed, and subject to any statutory obligations, a party may give or withhold an approval or consent to be given under this deed in that party's absolute discretion and subject to any conditions determined by the party. 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 deed 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 deed as a "**Discretion**").

14.2 No fetter

No provision of this deed is intended to constitute any fetter on the exercise of any Discretion. If, contrary to the operation of this clause, any provision of this deed 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 clause 14.2(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 deed has full force and effect, and

(c) To endeavour to satisfy the common objectives of the parties in relation to the provision of this deed 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 deed (**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 deed:

(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 the Developer	Level 45, 25 Martin Place, Sydney NSW 2000 Email: info@legacyproperty.com.au Attention: The Company Director(s) and Secretary

(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, 3 Business Days after the date of posting (if posted to an address in the same country) or 7 Business Days after the date of posting (if posted to an address in another country); and

(iii) in the case of an email, at the time the email is sent to the email address stated above, unless the sender receives an automated delivery failure notice; and

(d) if under clause 15(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 deed:

(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 deed 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 deed.

16.4 Variation

A provision of this deed 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 deed without the prior written consent of the other party.

16.6 Counterparts

This deed may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

16.7 Legal expenses, stamp duty and administration fees

The Developer must pay, within 28 days of receipt of a tax invoice, on demand Council's reasonable legal costs and disbursements in connection with the negotiation, preparation, execution, stamping, and release and discharge of this deed, including the reasonable costs incurred by the Council in obtaining any advice about this deed or the value of land or works to be delivered under this deed.

16.8 Entire agreement

The contents of this deed 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 deed, 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 deed and comply with their obligations under the deed and that entry into this deed will not result in the breach of any law.

16.10 Severability

If a clause or part of a clause of this deed can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this deed, but the rest of this deed is not affected.

16.11 Invalidity

(a) A word or provision must be read down if:

(i) this deed is void, voidable, or unenforceable if it is not read down;

(ii) this deed 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 16.11(a), the provision is void, voidable or unenforceable if it is not severed; and

(ii) this deed will be void, voidable or unenforceable if it is not severed.

(c) The remainder of this deed has full effect even if clause 16.11(b) applies.

16.12 Waiver

A right or remedy created by this deed 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 deed 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 deed are exclusive of GST.

(c) If GST is imposed on any supply made under or in accordance with this deed, 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 deed.

(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

Within one month of the issue of the final Subdivision Certificate for each Stage of the Development, and until the Developer's obligations under this deed are satisfied, the Developer must provide a written report to Council detailing the progress of the provision of Contributions under this deed and the progress of the Development.

18 Developer Trustee Limitation of Liability

18.1 *Stage 1 Developer Trustee*

(a) **Definitions**

In this clause:

(i) **Trust** means the LegPro Orchard Hills Stage 1 Unit Trust; and

(ii) **Trust Deed** means the trust deed establishing the Trust.

(b) **Limitation of Liability**

(i) The Stage 1 Developer warrants that:

(A) it enters into this deed in its capacity as trustee of the Trust and in no other capacity; and

(B) it is empowered by the terms of the Trust Deed or any other instrument constituting the Trust to enter into this deed in accordance with its provisions; and

(C) it is entitled to be indemnified out of the assets of the Trust in respect of the obligations and liabilities assumed by it under the terms of this deed.

(ii) The Council acknowledges and agrees that, despite any other provision of this deed, any liability or obligation of the Stage 1 Developer arising under or in connection with this deed can only be enforced to the extent to which they are entitled to be, and are in fact, indemnified for that liability or obligation out of the assets of the Trust. This includes without limitation any representation, warranty or conduct by the Stage 1 Developer.

(iii) Clause 18.1(b)(ii) does not apply to any liability or obligation of the Stage 1 Developer to the extent there is a reduction in their ability to be indemnified for that liability or obligation out of the assets of the Trust as a result of the Stage 1 Developer's fraud, negligence or breach of trust.

18.2 *Stage 2 Developer Trustee*

(a) **Definitions**

In this clause:

(i) **Trust** means the LegPro Orchard Hills Stage 2 Unit Trust; and

(ii) **Trust Deed** means the trust deed establishing the Trust.

(b) **Limitation of Liability**

(i) The Stage 2 Developer warrants that:

(A) it enters into this deed in its capacity as trustee of the Trust and in no other capacity; and

(B) it is empowered by the terms of the Trust Deed or any other instrument constituting the Trust to enter into this deed in accordance with its provisions; and

(C) it is entitled to be indemnified out of the assets of the Trust in respect of the obligations and liabilities assumed by it under the terms of this deed.

(ii) The Council acknowledges and agrees that, despite any other provision of this deed, any liability or obligation of the Stage 2 Developer arising under or in connection with this deed can only be enforced to the extent to which they are entitled to be, and are in fact, indemnified for that liability or obligation out of the assets of the Trust. This includes without limitation any representation, warranty or conduct by the Stage 2 Developer.

(iii) Clause 18.2(b)(ii) does not apply to any liability or obligation of the Stage 2 Developer to the extent there is a reduction in their ability to be indemnified for that liability or obligation out of the assets of the Trust as a result of the Stage 2 Developer's fraud, negligence or breach of trust.

18.3 *Stage 3 Developer Trustee*

(a) **Definitions**

In this clause:

(i) **Trust** means the LegPro Orchard Hills Stage 3 Unit Trust; and

(ii) **Trust Deed** means the trust deed establishing the Trust.

(b) **Limitation of Liability**

(i) The Stage 3 Developer warrants that:

(A) it enters into this deed in its capacity as trustee of the Trust and in no other capacity; and

(B) it is empowered by the terms of the Trust Deed or any other instrument constituting the Trust to enter into this deed in accordance with its provisions; and

(C) it is entitled to be indemnified out of the assets of the Trust in respect of the obligations and liabilities assumed by it under the terms of this deed.

(ii) The Council acknowledges and agrees that, despite any other provision of this deed, any liability or obligation of the Stage 3 Developer arising under or in connection with this deed can only be enforced to the extent to which they are entitled to be, and are in fact, indemnified for that liability or obligation out of the assets of the Trust. This includes without limitation any representation, warranty or conduct by the Stage 3 Developer.

(iii) Clause 18.3(b)(ii) does not apply to any liability or obligation of the Stage 3 Developer to the extent there is a reduction in their ability to be indemnified for that liability or obligation out of the assets of the Trust as a result of the Stage 3 Developer's fraud, negligence or breach of trust.

18.4 *Stage 4 Developer Trustee*

(a) **Definitions**

In this clause:

(i) **Trust** means the LegPro Orchard Hills Stage 4 Unit Trust; and

(ii) **Trust Deed** means the trust deed establishing the Trust.

(b) **Limitation of Liability**

(i) The Stage 4 Developer warrants that:

(A) it enters into this deed in its capacity as trustee of the Trust and in no other capacity; and

(B) it is empowered by the terms of the Trust Deed or any other instrument constituting the Trust to enter into this deed in accordance with its provisions; and

(C) it is entitled to be indemnified out of the assets of the Trust in respect of the obligations and liabilities assumed by it under the terms of this deed.

(ii) The Council acknowledges and agrees that, despite any other provision of this deed, any liability or obligation of the Stage 4 Developer arising under or in connection with this deed can only be enforced to the extent to which they are entitled to be, and are in fact, indemnified for that liability or obligation out of the assets of the Trust. This includes without limitation any representation, warranty or conduct by the Stage 4 Developer.

(iii) Clause 18.4(b)(ii) does not apply to any liability or obligation of the Stage 4 Developer to the extent there is a reduction in their ability to be indemnified for that liability or obligation out of the assets of the Trust as a result of the Stage 4 Developer's fraud, negligence or breach of trust.

18.5 *Stage 5 Developer Trustee*

(a) **Definitions**

In this clause:

(i) **Trust** means the LegPro Orchard Hills Stage 5 Unit Trust; and

(ii) **Trust Deed** means the trust deed establishing the Trust.

(b) **Limitation of Liability**

(i) The Stage 5 Developer warrants that:

(A) it enters into this deed in its capacity as trustee of the Trust and in no other capacity; and

(B) it is empowered by the terms of the Trust Deed or any other instrument constituting the Trust to enter into this deed in accordance with its provisions; and

(C) it is entitled to be indemnified out of the assets of the Trust in respect of the obligations and liabilities assumed by it under the terms of this deed.

(ii) The Council acknowledges and agrees that, despite any other provision of this deed, any liability or obligation of the Stage 5 Developer arising under or in connection with this deed can only be enforced to the extent to which they are entitled to be, and are in fact, indemnified for that liability or obligation out of the assets of the Trust. This includes without limitation any representation, warranty or conduct by the Stage 5 Developer.

(iii) Clause 18.5(b)(ii) does not apply to any liability or obligation of the Stage 5 Developer to the extent there is a reduction in their ability to be indemnified for that liability or obligation out of the assets of the Trust as a result of the Stage 5 Developer's fraud, negligence or breach of trust.

18.6 *Stage 6 Developer Trustee*

(a) **Definitions**

In this clause:

(i) **Trust** means the LegPro Orchard Hills Stage 6 Unit Trust; and

(ii) **Trust Deed** means the trust deed establishing the Trust.

(b) **Limitation of Liability**

(i) The Stage 6 Developer warrants that:

(A) it enters into this deed in its capacity as trustee of the Trust and in no other capacity; and

(B) it is empowered by the terms of the Trust Deed or any other instrument constituting the Trust to enter into this deed in accordance with its provisions; and

(C) it is entitled to be indemnified out of the assets of the Trust in respect of the obligations and liabilities assumed by it under the terms of this deed.

(ii) The Council acknowledges and agrees that, despite any other provision of this deed, any liability or obligation of the Stage 6 Developer arising under or in connection with this deed can only be enforced to the extent to which they are entitled to be, and are in fact, indemnified for that liability or obligation out of the assets of the Trust. This includes without limitation any representation, warranty or conduct by the Stage 6 Developer.

(iii) Clause 18.6(b)(ii) does not apply to any liability or obligation of the Stage 6 Developer to the extent there is a reduction in their ability to be indemnified for that liability or obligation out of the assets of the Trust as a result of the Stage 6 Developer's fraud, negligence or breach of trust.

Schedule 1 Contributions Table

Table A - Contributions not identified in the Contributions Plan

Monetary Contributions						
No.	**Description**	**Timing**	**Lots**	**Rate**	**Amount**	**Security**
1.	Monetary contribution towards a community facility to be delivered by Council	To be paid by 31 December 2026	NA	NA	$750,000	Registration on title
2.	Monetary contribution towards resurfacing of Frogmore Road in Area B to be delivered by Council	To be paid by 31 December 2030	NA	NA	$211,985	Registration on title
Works						
No.	**Description**	**Timing**	**Delivery Trigger**	**Completion Date**	**Value**	**Security**
3.	Public artwork, to be delivered within OS8	Works to be completed with the delivery of OS8	Works to be completed with the delivery of OS8 and no later than 31 December 2026	31 December 2026	$335,000	Bond at 125% value of works
4.	Caddens Road resurfacing between Kingswood Road and Cadda Ridge Drive	Works to be completed with the Stage 1 works	Works to be completed by 31 December 2026	31 December 2026	NA	Release of subdivision certificate
5.	Pedestrian Connections to Caddens Rd as per Stage 1 VPA plan and s138 Concept as shown in Annexure D	Works to be completed with the Stage 1 works	Works to be completed by 31 December 2025	31 December 2025	NA	Release of subdivision certificate

Table B - Contributions identified in the Contributions Plan (indexed to December 2024)

Monetary Contributions						
No.	**Description**	**Timing**	**Lots**	**Rate**	**Amount**	**Security**
Stage 1						
6.	Monetary contribution for plan administration – Stage 1	To be paid prior to issue of first residential subdivision certificate for Stage 1	83	$629.34	$52,235.04	Release of subdivision certificate
7.	Monetary contribution for district open space – Stage 1	To be paid prior to issue of first residential subdivision certificate for Stage 1	83	$1,000.08	$83,006.35	Release of subdivision certificate
Stage 2						
8.	Monetary contribution for plan administration – Stage 2	To be paid prior to issue of first residential subdivision certificate for Stage 2	69	$629.34	$43,424.31	Release of subdivision certificate
9.	Monetary contribution for district open space – Stage 2	To be paid prior to issue of first residential subdivision certificate for Stage 2	69	$1,000.08	$69,005.28	Release of subdivision certificate
Stage 3						

10.	Monetary contribution for plan administration – Stage 3	To be paid prior to issue of first residential subdivision certificate for Stage 3	152	$629.34	$95,659.68	Release of subdivision certificate.
11.	Monetary contribution for district open space – Stage 3	To be paid prior to issue of first residential subdivision certificate for Stage 3	152	$1,000.08	$152,012.16	Release of subdivision certificate.
Stage 5						
12.	Monetary contribution for plan administration – Stage 5	To be paid prior to issue of first residential subdivision certificate for Stage 5	116	$629.34	$73,003.44	Release of subdivision certificate.
13.	Monetary contribution for district open space – Stage 5	To be paid prior to issue of first residential subdivision certificate for Stage 5	116	$1,000.08	$116,009.28	Release of subdivision certificate.
Stage 6						
14.	Monetary contribution for plan administration – Stage 6	To be paid prior to issue of first residential subdivision certificate for Stage 6	76	$629.34	$47,829.84	Release of subdivision certificate.

15.	Monetary contribution for district open space – Stage 6	To be paid prior to issue of first residential subdivision certificate for Stage 6	76	$1,000.08	$76,006.08	Release of subdivision certificate.
16.	Monetary contribution for Stages 4-6	To be paid prior to issue of first residential subdivision certificate for Stage 4A or Stage 5 & 6	NA	NA	$17,158,584	Release of subdivision certificate.

Dedication of Land							
No.	**CP Work Item**	**Description of Works**	**Timing**	**Delivery Trigger**	**Completion Date**	**Value of Land**	**Security**
Stage 1							
17.	NA	Land dedication for half roads fronting OS5, comprising approximately 876sqm being part of Lot 10 DP1302833	Stage 1 subdivision certificate	Dedication to occur with the first residential subdivision certificate for Stage 1.	1 December 2025	$474,616.08	Release of subdivision certificate and compulsory acquisition provision
18.	NA	Land dedication for half roads fronting OS1, comprising approximately 628sqm being part of Lot 10 DP1302833	Stage 1 subdivision certificate	Dedication to occur with the first residential subdivision certificate for Stage 1.	1 December 2025	$340,249.89	Release of subdivision certificate and compulsory acquisition provision
Stage 2							

19.	3.07	Land dedication for WB1 and part drainage channel, comprising approximately 11,450sqm being part of Lot 20 DP1304679	Stage 2 subdivision certificate	Dedication to occur with the first residential subdivision certificate for Stage 2.	1 June 2026	$6,175,958.89	Release of subdivision certificate and compulsory acquisition provision
20.	3.06	Land dedication for WB1 (existing Flood Liable land).	Stage 2 subdivision certificate	Dedication to occur with the first residential subdivision certificate for Stage 2.	1 June 2026	$25,093.86	Release of subdivision certificate and compulsory acquisition provision
21.	NA	Land dedication for half roads fronting OS5, comprising approximately 882sqm being part of Lots 9 & 10 DP1302833 and Lot 20 DP1304679	Stage 2 subdivision certificate	Dedication to occur with the first residential subdivision certificate for Stage 2.	1 June 2026	$477,866.88	Release of subdivision certificate and compulsory acquisition provision
22.	NA	Land dedication for East-West collector road, comprising approximately 2311sqm being part of Lot 20 DP1304679.	Stage 2 subdivision certificate	Dedication to occur with the first residential subdivision certificate for Stage 2.	1 June 2026	$1,252,097.91	Release of subdivision certificate and compulsory acquisition provision
23.	NA	Land dedication for North-South collector road (Caddens Road to East-West Road), comprising approximately 6,384sqm being part of Lot 20 DP1304679.	Stage 2 subdivision certificate	Dedication to occur with the first residential subdivision certificate for Stage 2.	1 June 2026	$3,458,845.99	Release of subdivision certificate and compulsory acquisition provision
Stage 3							

24.	B2	Water Cycle Management Facility. Dedication of approximately 6,152sqm of land for Basin B2 being part of Lot 8 and 9 DP1344 and Lot 100 DP700141.	Stage 3 subdivision certificate	Dedication to occur with the first residential subdivision certificate for Stage 3.	1 June 2027	$3,333,148.58	Release of subdivision certificate and compulsory acquisition provision
Stage 4A							
25.	AOS - OS8	Half Road Works around Open Space 8. Dedication of approximately 1900sqm of land	Stage 4A subdivision certificate	Dedication to occur with the second subdivision certificate for Stage 4A.	30 June 2028	$1,029,418	Release of subdivision certificate and compulsory acquisition provision
26.	N/A	Land required for public school half road frontage (excluding existing roads). Dedication of approximately 3,724sqm of land being part of Lot 100 DP1302830.	Stage 4A subdivision certificate	Dedication to occur with the second subdivision certificate for Stage 4A.	30 June 2028	$2,017,660	Release of subdivision certificate and compulsory acquisition provision
27.	N/A	Land required for Kingswood Road Realignment 1000sqm	Stage 4A subdivision certificate	Dedication to occur with the second subdivision certificate for Stage 4A.	30 June 2028	$541,799	Release of subdivision certificate and compulsory acquisition provision
28.	N/A	Dedication of approximately 344sqm of land being part of Lot 100 DP1302830. Land required for roundabout on other roads	Stage 4A subdivision certificate	Dedication to occur with the second subdivision certificate for Stage 4A.	30 June 2028	$186,379	Release of subdivision certificate and compulsory acquisition provision

29.	OS8	Dedication of approximately 20,000sqm of land being part of Lot 100 DP1302830.	Stage 4A subdivision certificate	Dedication to occur within 12 months from the release of the second residential subdivision certificate issued for Stages 4A, 5 or 6 and/or prior to the release of any residential subdivision certificate for any later stages.	31 December 2028	$10,835,984	Release of subdivision certificate and compulsory acquisition provision

Works							
No.	**CP Work Item**	**Description of Works**	**Timing**	**Delivery Trigger**	**Completion Date**	**Value of Works**	**Security**
Stage 1							
30.	EECR1	Caddens Road north side only (east of Braeburn Street to Creek closure), to approximately 470 lineal meters	Works to be undertaken within stage 1.	Works to be completed prior to the release of the first residential subdivision certificate for stage 1 and any following stages.	1 December 2025	$613,840.14	Bond at 125% value of works

Works							
No.	**CP Work Item**	**Description of Works**	**Timing**	**Delivery Trigger**	**Completion Date**	**Value of Works**	**Security**
31.	OSHR5	Works for half roads fronting OS 5, comprising approximately 100 lineal meters of road.	Works to be undertaken within stage 1.	Works to be completed prior to the release of the first residential subdivision certificate for stage 1 and any following stages.	1 December 2025	$130,536.82	Bond at 125% value of works
32.	OSHR1	Works for half roads fronting OS 1, comprising approximately 80 lineal meters of road.	Works to be undertaken within stage 1.	Works to be completed prior to the release of the first residential subdivision certificate for stage 1 and any following stages.	1 December 2025	$104,429.46	Bond at 125% value of works
	Stage 2						
33.	WB1	Works for WB1 basin and part drainage channel	Works to be undertaken within stage 2.	Works to be completed prior to the release of the first residential subdivision certificate for stage 2 and any following stages. Construction of bulk earthworks and sediment basin only for subdivision certificate.	1 June 2026	$5,728,608	Bond at 125% value of works

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Works							
No.	**CP Work Item**	**Description of Works**	**Timing**	**Delivery Trigger**	**Completion Date**	**Value of Works**	**Security**
34.	WB1GPT	2 x GPTs for WB1	Works to be undertaken within stage 2.	Works to be completed prior to the release of the first residential subdivision certificate for stage 2 and any following stages.	1 June 2026	$259,139	Bond at 125% value of works
35.	WB1	Raingarden for WB1 (media bed, access and planting)	90% of catchment housing completion.	Basin conversion and raingarden embellishment to occur 90% of catchment housing completion.	N/A	$973,393.76	Bond at 125% value of works
36.	OSHR5	Works for half roads fronting parks for OS5, comprising approximately 100m lineal meters of road.	Works to be undertaken within stage 2.	Works to be completed prior to the release of the first residential subdivision certificate for stage 2 and any following stages.	1 June 2026	$130,536	Bond at 125% value of works
37.	EW2	East / West Road Works for a four-lane section of collector road comprising approximately 204 lineal meters of road.	Works to be undertaken within stage 2.	Works to be completed prior to the release of the first residential subdivision certificate for stage 2 and any following stages.	1 June 2026	$1,917,324.88	Bond at 125% value of works

Works							
No.	**CP Work Item**	**Description of Works**	**Timing**	**Delivery Trigger**	**Completion Date**	**Value of Works**	**Security**
38.	NS1	North South Road Works for a three-lane section of collector road comprising approximately 190 lineal meters of road.	Works to be undertaken within stage 2.	Works to be completed prior to the release of the first residential subdivision certificate for stage 2 and any following stages.	1 June 2026	$1,653,466.45	Bond at 125% value of works
39.	EECR2	Caddens Road north side only (O'Connell Lane to Ulm Road). Upgrade of local roads surrounding development. Approximately 160 lineal meters of road.	Works to be undertaken within stage 2.	Works to be completed prior to the release of the first residential subdivision certificate for stage 2 and any following stages.	1 June 2026	$208,858.92	Bond at 125% value of works
Stage 3							
40.	B2	Water Cycle Management Facility.	Works to be undertaken within Stage 3.	Works to be completed prior to the release of the first residential subdivision certificate for stage 3. Construction of bulk earthworks and sediment basin only for subdivision certificate	30 June 2027	$1,843,131.62	Bond at 125% value of works

Works							
No.	**CP Work Item**	**Description of Works**	**Timing**	**Delivery Trigger**	**Completion Date**	**Value of Works**	**Security**
41.	B2	Raingarden for B2 including media bed, access, planting	90% of catchment housing completion	Basin conversion and raingarden embellishment to occur 90% of catchment housing completion.	N/A	$801,713.67	Bond at 125% value of works.
42.	B2	GPT for Basin B2 (P1009)	Works to be undertaken within Stage 3.	Works to be completed prior to the release of the first residential subdivision certificate for stage 3.	30 June 2027	$97,177.41	Bond at 125% value of works
43.	EEKR1	Kingswood Road (west side - Castle Road to Caddens Road) along development frontage for 323m	Works to be undertaken within Stage 3.	Works to be completed prior to the release of the first residential subdivision certificate for stage 3.	30 June 2027	$421,633.94	Bond at 125% value of works
Stage 4A							
44.	SR1	Avenue Road adjacent to new public school site (eastern side of school)	Works to be undertaken within stage 4A.	Works to be completed prior to the release of the second subdivision certificate for Stage 4A.	30 June 2028	$156,644	Release of subdivision certificate and registration on title
45.	SR2	Local (Major) Road adjacent to new public school site (southern side of school)	Works to be undertaken within stage 4A.	Works to be completed prior to the release of the second subdivision certificate for Stage 4A.	30 June 2028	$368,984	Release of subdivision certificate and registration on title

Works							
No.	**CP Work Item**	**Description of Works**	**Timing**	**Delivery Trigger**	**Completion Date**	**Value of Works**	**Security**
46.	SR3	Kingswood Road adjacent to public school site (western side of school)	Works to be undertaken within stage 4A.	Works to be completed prior to the release of the second subdivision certificate for Stage 4A.	30 June 2028	$156,644	Release of subdivision certificate and registration on title
47.	OSHR81	Half Road Works around Open Space 8. Approximately 100 lineal metres of road.	Works to be undertaken within stage 4A.	Works to be completed prior to the release of the second subdivision certificate for Stage 4A.	30 June 2028	$174,049	Release of subdivision certificate and registration on title
48.	OSHR82	Half Road Works around Open Space 8. Approximately 230 lineal metres of road.	Works to be undertaken within stage 4A.	Works to be completed prior to the release of the second subdivision certificate for Stage 4A.	30 June 2028	$400,313	Release of subdivision certificate and registration on title
49.	OSHR83	Half Road Works around Open Space 8. Approximately 100 lineal metres of road.	Works to be undertaken within stage 4A.	Works to be completed prior to the release of the second subdivision certificate for Stage 4A.	30 June 2028	$174,049	Release of subdivision certificate and registration on title
50.	SPCWR	Shared paths – 1m widening – approximately 180 lineal metres.	Works to be undertaken within stage 4A.	Works to be completed prior to the release of the second subdivision certificate for Stage 4A.	30 June 2028	$33,987	Release of subdivision certificate and registration on title

Works							
No.	**CP Work Item**	**Description of Works**	**Timing**	**Delivery Trigger**	**Completion Date**	**Value of Works**	**Security**
51.	OS8	Landscape embellishment and park infrastructure works	Stage 4A subdivision certificate	Dedication to occur within 12 months from the release of the second residential subdivision certificate issued for Stages 4A, 5 or 6 and/or prior to the release of any residential subdivision certificate for any later stages.	31 December 2028	$4,258,078	Release of subdivision certificate and registration on title
Stages 5 & 6							
52.	EECR3	Castle Road (north side - Kingswood Road to OHN boundary). Approximately 487 lineal metres of road.	Works to be undertaken within Stages 5 & 6.	Works to be completed prior to the release of the first residential subdivision certificate for Stages 5 & 6 under the Stage 5 & 6 DA, and any following stages.	December 2027	$635,715	Release of subdivision certificate and registration on title
53.	WP	Shared paths – 1m widening – approximately 487 lineal metres.	Works to be undertaken within Stages 5 & 6.	Works to be completed prior to the release of the first residential subdivision certificate for Stages 5 & 6 under the Stage 5 & 6 DA, and any following stages.	December 2027	$68,919	Release of subdivision certificate and registration on title

Works							
No.	**CP Work Item**	**Description of Works**	**Timing**	**Delivery Trigger**	**Completion Date**	**Value of Works**	**Security**
54.	EEKR1	Kingswood Road upgrade adjacent to 26-48 Kingswood Road (Brethren Church) to the approach to the proposed intersection at Kingswood and Castle Roads for 324 lineal metres.	Works to be undertaken within Stages 5 & 6.	Works to be completed within 12 months of the release of the first residential subdivision certificate for Stages 5 & 6 under the Stage 5 & 6 DA, and any following stages.	December 2027	$422,939	Release of subdivision certificate and registration on title

Schedule 2 Construction terms

1. Interpretation

For the purposes of this Schedule 2, the defined terms in clause 1 of this deed and the Interpretation principles in clause 2 of this deed 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 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; and

(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 deed, 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 deed 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 deed 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) invite a Council representative to be present at each on-site meeting attended by the Superintendent.

4.3. Despite clause 4.2(b), the Council representative is not entitled to attend any part of an on-site meeting attended by the Superintendent which the Developer considers commercial-in-confidence and must leave if requested.

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 D.

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 deed; 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; or

(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 deed.

(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)(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 deed; 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 deed:

(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 2), 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 deed.

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 Defects Liability and Maintenance Period (**Maintenance Schedule**).

(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) having reasonable regard for the scope of the Rectification Works, 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 Stage 1-3 Works the Developer must deliver to Council Bond(s) or Bank Guarantee(s) in an amount equivalent to 25% of the value of the Works as detailed at Schedule 1 for the particular item of Works.

(b) Prior to the issue of a Certificate of Practical Completion of the Stage 4A Works the Developer must deliver to Council a maintenance bond in an amount equivalent to 5% of the value of the Item 51 (Landscape embellishment of OS8) of Works.

(c) The Developer discloses and the Council acknowledges that the Bond(s) or Bank Guarantee(s) 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 deed; 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 deed 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(s) or Bank Guarantee(s) 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 2, 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 Bond(s) or Bank Guarantee(s) 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 deed.

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 deed may be necessary having regard to the following matters:

(a) matters affecting Works not capable of identification on or before the date of this deed; or

(b) by agreement between the parties.

Schedule 3 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 1088 DP1306994, otherwise known as 12 Ironwood Drive, Orchard Hills Lot 1089 DP1306994, otherwise known as 51 Ridgeway Drive, Orchard Hills Lot 11 DP 1309130, otherwise known as 146 Ironwood Drive, Orchard Hills (formerly known as 146 Caddens Road, Orchard Hills) Lot 20 DP 1304679, otherwise known as 148 Caddens Road, Orchard Hills Lot 6 DP1344, otherwise known as 2 Kingswood Road, Orchard Hills Lot 71 DP1302829, otherwise known as Part 90-96 Caddens Road, Orchard Hills Lot 73 DP1302829, otherwise known as Part 90-96 Caddens Road, Orchard Hills Lot 8 DP1344, otherwise known as 98-104 Caddens Road, Orchard Hills Lot 9 DP1344, otherwise known as 106-112 Caddens Road, Orchard Hills Lot 2 DP1302831, otherwise known as 114 Caddens Road, Orchard Hills

	Lot 100 DP1302830, otherwise known as 126-164 Castle Road, Orchard Hills Lot 50 DP1317537, otherwise known as 166 Castle Road, Orchard Hills Lot 51 DP1317537, otherwise known as 190 Castle Road Orchard Hills Lot 33 DP1344, otherwise known as 75-81 Castle Road, Orchard Hills Lot 34 DP1344, otherwise known as 83-89 Castle Road, Orchard Hills Lot 36 DP1344, otherwise known as 99-105 Castle Road, Orchard Hills Lot 37 DP1344, otherwise known as 107 Castle Road, Orchard Hills Lot 38 DP1344, otherwise known as 117-123 Castle Road, Orchard Hills Lot 39 DP1344, otherwise known as 125-131 Castle Road, Orchard Hills Lot 40 DP1344, otherwise known as 133-139 Castle Road, Orchard Hills Lot 21 DP1304679, otherwise known as 25 Ulm Road, Orchard Hills Lot 12 DP1309130, otherwise known as 146A Caddens Road, Orchard Hills Lot 34 DP1056800, otherwise known as 106-108 Castle Road, Orchard Hills Lot 52 DP1317537, otherwise known as 77 Kingswood Road, Orchard Hills Lot 7 DP857982, otherwise known as 7-11 Frogmore Road, Orchard Hills
Description of the change to the environmental planning instrument or development to which the Planning Agreement applies - Section 7.4(3)(b)	See Definitions, Stage 1 DA, Stage 2 DA, Stage 3 DA, Stage 4 DA, Stage 4A DA and Stage 5 & 6 DA
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)	Excluded, see clause 7.

Applicability of section 7.12 of the Act – Section 7.4(3)(d)	Excluded, see clause 7.
Applicability of Subdivision 4 of Division 7.1 of the Act – Section 7.4(3)(d)	Not excluded, see 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)	No, see clause 7.
Mechanism for dispute resolution – Section 7.4(3)(f)	See clause 10
Enforcement of the Planning Agreement by a suitable means – Section 7.4(3)(g)	See clause 11
Registration of the Planning Agreement – Section 7.6	See clause 8
No obligation to grant consent or exercise functions – Section 7.4(9)	See clause 14 (no fetter)

Execution

Executed as a deed in _____.

Signed, sealed and delivered for and on behalf of **Penrith City Council** by its authorised delegate in accordance with a resolution of the Council dated 28 April 2025:)
)
)

This document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000 (NSW)*. *[Strike out if not required]*

.....

Signature of witness

Electronic signature of me, _____, affixed by me, or at my direction, on _____
[Strike out if not required]

.....

Print name

.....

Signature of Authorised Delegate

Print position:

Electronic signature of me, _____, affixed by me, or at my direction, on _____
[Strike out if not required]

.....

Print name

Signed, sealed and delivered by **LegPro Orchard Hills Stage 1 Pty Ltd** (ACN 673 136 206) in its capacity as trustee of the LegPro Orchard Hills Stage 1 Unit Trust in accordance with section 127 of the Corporations Act 2001 (Cth):

.....

Signature of Sole Director and Secretary

Electronic signature of me, Elton Matthew Hyder IV, affixed by me, or at my direction, on _____
[Strike out if not required]

.....

Name of Sole Director and Secretary in full

AHZ\NLS\74355968\2
Doc 1416171185.1

Signed, sealed and delivered by **LegPro Orchard Hills Stage 2 Pty Ltd** (ACN 673 759 209) in its capacity as trustee of the LegPro Orchard Hills Stage 2 Unit Trust in accordance with section 127 of the *Corporations Act 2001* (Cth):

.....
Signature of Sole Director and Secretary

Electronic signature of me, Elton Matthew Hyder IV, affixed by me, or at my direction, on

_____

[Strike out if not required]

.....
Name of Sole Director and Secretary in full

Signed, sealed and delivered by **LegPro Orchard Hills Stage 3 Pty Ltd** (ACN 673 754 026) in its capacity as trustee of the LegPro Orchard Hills Stage 3 Unit Trust in accordance with section 127 of the *Corporations Act 2001* (Cth):

.....
Signature of Sole Director and Secretary

Electronic signature of me, Elton Matthew Hyder IV, affixed by me, or at my direction, on

_____

[Strike out if not required]

.....
Name of Sole Director and Secretary in full

Executed as a Deed by LegPro Orchard Hills Stage 4 Pty Ltd (ACN 673 754 213) as trustee for LegPro Orchard Hills Stage 4 Unit Trust (ABN 41 872 064 332) in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

.....
Signature of sole director / secretary

Electronic signature of me, Elton Matthew Hyder IV, affixed on _____ *[Strike out if not required]*

.....
Name
(please print)

Executed as a Deed by LegPro Orchard Hills Stage 5 Pty Ltd (ACN 673 754 651) as trustee for LegPro Orchard Hills Stage 5 Unit Trust (ABN 36 168 482 136) in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

_____
Signature of sole director / secretary

Electronic signature of me, Elton Matthew Hyder IV, affixed on _____ *[Strike out if not required]*

_____
Name
(please print)

AHZ\NLS\74355968\2
Doc 1416171185.1

Executed as a Deed by LegPro Orchard Hills Stage 6 Pty Ltd (ACN 673 753 565) as trustee for LegPro Orchard Hills Stage 6 Unit Trust (ABN 31 557 084 123) in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

_____
Signature of sole director / secretary

Electronic signature of me, Elton Matthew Hyder IV, affixed on _____ *[Strike out if not required]*

_____
Name
(please print)

AHZ\NLS\74355968\2
Doc 1416171185.1

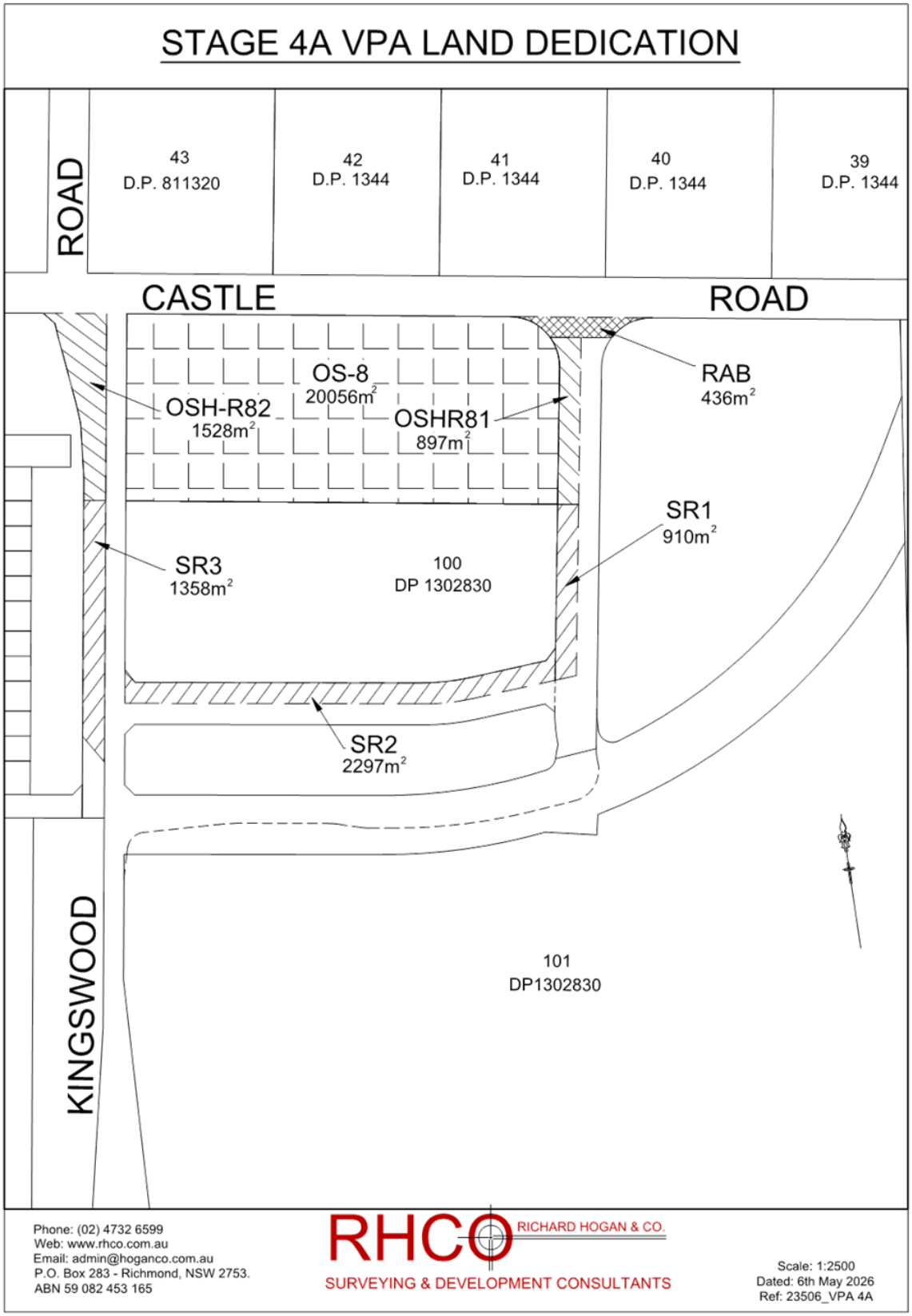
Annexure A Plan showing Land

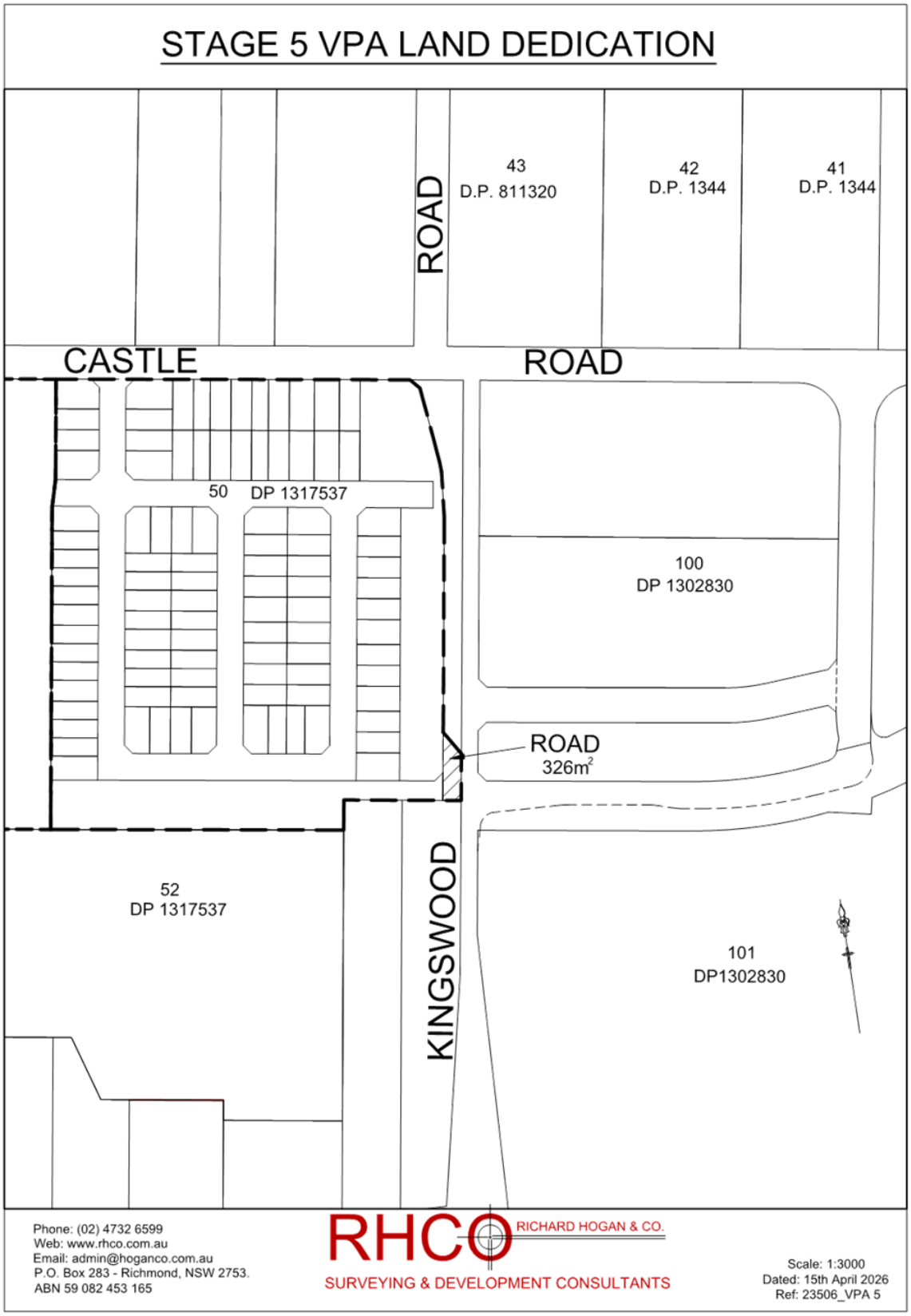
Address	Lot/DP
12 Ironwood Drive, Orchard Hills	Lot 1088 DP1306994
51 Ridgeway Drive, Orchard Hills	Lot 1089 DP1306994
146 Ironwood Drive, Orchard Hills (formerly known as 146 Caddens Rd, Orchard Hills)	Lot 11 DP1309130
148 Caddens Rd, Orchard Hills	Lot 20 DP1304679
2 Kingswood Road, Orchard Hills	Lot 6 DP1344
Part 90-96 Caddens Road, Orchard Hills	Lot 71 DP1302829 Lot 73 DP1302829
98-104 Caddens Road, Orchard Hills	Lot 8 DP1344
106-112 Caddens Road, Orchard Hills	Lot 9 DP1344
114 Caddens Road, Orchard Hills	Lot 2 DP1302831
126-164 Castle Road, Orchard Hills	Lot 100 DP1302830
166 Castle Road, Orchard Hills	Lot 50 DP1317537
190 Castle Road, Orchard Hills	Lot 51 DP1317537
75-81 Castle Road, Orchard Hills	Lot 33 DP1344
83-89 Castle Road, Orchard Hills	Lot 34 DP1344
99-105 Castle Road, Orchard Hills	Lot 36 DP1344
107 Castle Road, Orchard Hills	Lot 37 DP1344
117-123 Castle Road, Orchard Hills	Lot 38 DP1344
125-131 Castle Road, Orchard Hills	Lot 39 DP1344
133-139 Castle Road, Orchard Hills	Lot 40 DP1344
25 Ulm Road, Orchard Hills	Lot 21 DP1304679
146A Caddens Road, Orchard Hills	Lot 12 DP1309130

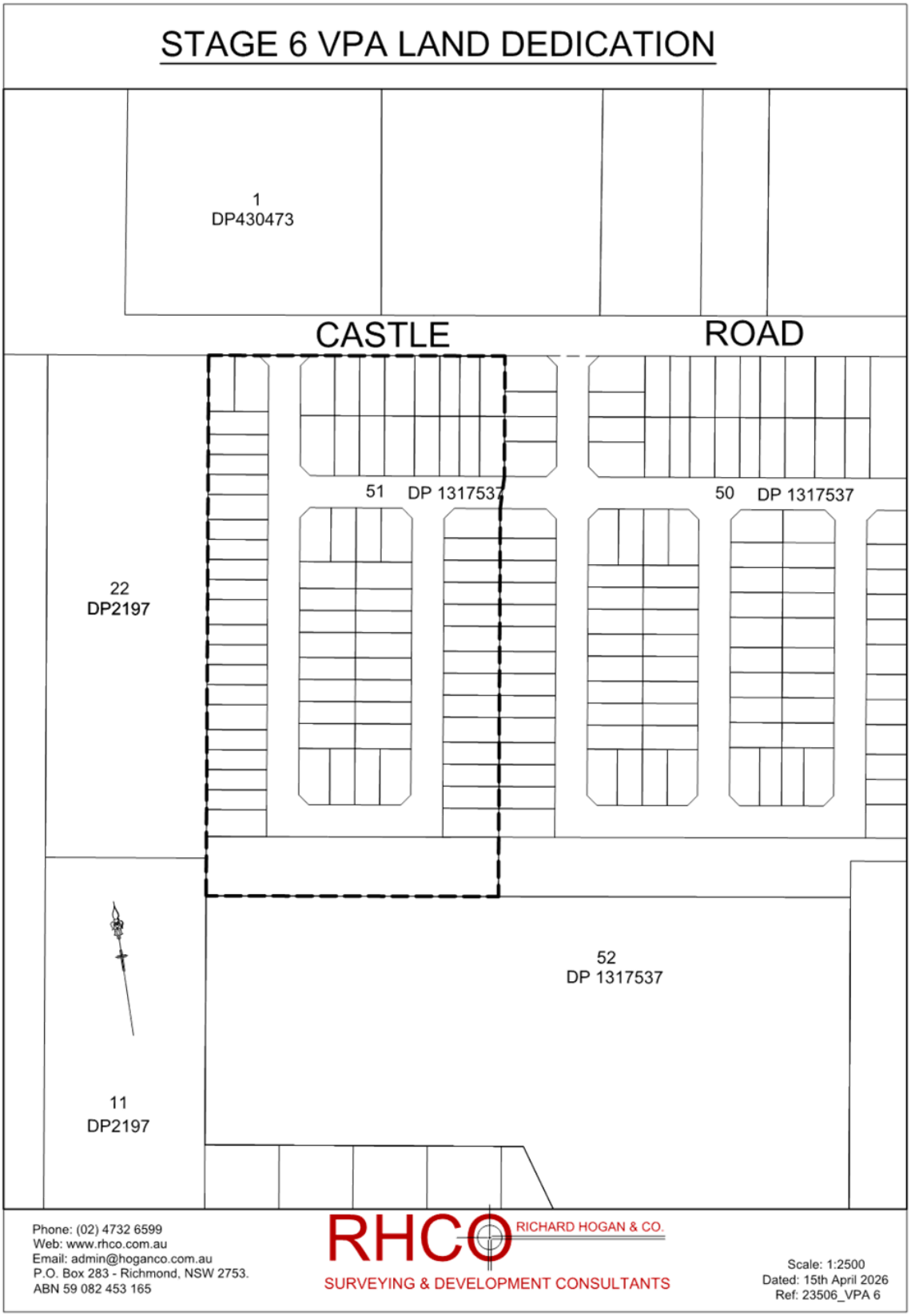
106-108 Castle Road, Orchard Hills	Lot 34 DP1056800
77 Kingswood Road, Orchard Hills	Lot 52 DP1317537
7-11 Frogmore Road, Orchard Hills	Lot 7 DP857982

LEGEND
Land owned by Legacy
Orchard Hills North Site Boundary
Caddens Road
Kingswood Road
Castle Road
Ulm Road
Lot 71 DP 1302829
Lot 6 DP 1344
Lot 8 DP 1344
Lot 9 DP 1344
Lot 2 DP 1302831
Lot 73 DP 1302829
1088 DP1306994
11 DP1309130
20 DP1304679
1089 DP1306994
Lot 8 DP 857982
Lot 100 DP 1302830
Legacy Land Holding Ownership Plan - Lot 2 DP 1302831, Lot 71, 73 DP 1302829, Lot 6, 8 and 9 DP 1344, Lot 10 DP1302833, Lot 11 DP1309130 and Lot 20 DP1304679, Lot 100 DP 1302830 and Lot 8 DP 857982
ORCHARD HILLS NORTH
30 0 60 120 180 240 300 metres
Ref:LEGOH-17-019-12 Date: 11/05/2025 Revision: B Scale: 1:3,000@A1
Note: All areas and dimensions subject to detailed survey
Design+ Planning

Annexure B Plan showing Dedication Land


STAGE 4A VPA LAND DEDICATION
ROAD
43
D.P. 811320
42
D.P. 1344
41
D.P. 1344
40
D.P. 1344
39
D.P. 1344
CASTLE
ROAD
OS-8
20056m²
OSH-R82
1528m²
OSHR81
897m²
RAB
436m²
SR1
910m²
SR3
1358m²
100
DP 1302830
SR2
2297m²
KINGSWOOD
101
DP1302830
Phone: (02) 4732 6599
Web: www.rhco.com.au
Email: admin@hoganco.com.au
P.O. Box 283 - Richmond, NSW 2753.
ABN 59 082 453 165
RHCO
RICHARD HOGAN & CO.
SURVEYING & DEVELOPMENT CONSULTANTS
Scale: 1:2500
Dated: 6th May 2026
Ref: 23506_VPA 4A

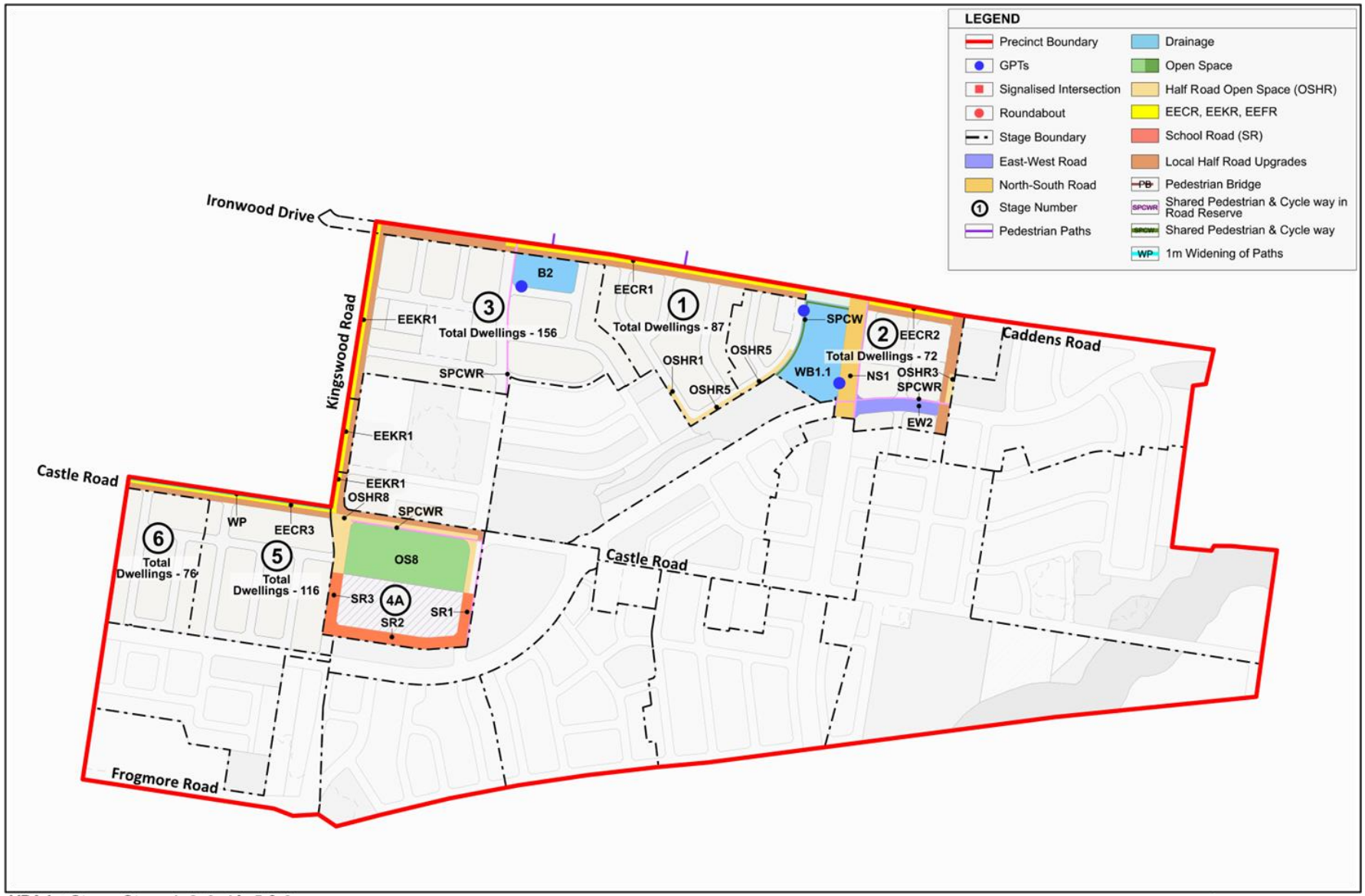

STAGE 5 VPA LAND DEDICATION
ROAD
43
D.P. 811320
42
D.P. 1344
41
D.P. 1344
CASTLE
ROAD
50 DP 1317537
100
DP 1302830
ROAD
326m²
52
DP 1317537
KINGSWOOD
101
DP1302830
Phone: (02) 4732 6599
Web: www.rhco.com.au
Email: admin@hoganco.com.au
P.O. Box 283 - Richmond, NSW 2753.
ABN 59 082 453 165
RHCO
RICHARD HOGAN & CO.
SURVEYING & DEVELOPMENT CONSULTANTS
Scale: 1:3000
Dated: 15th April 2026
Ref: 23506_VPA 5


STAGE 6 VPA LAND DEDICATION
1
DP430473
CASTLE
ROAD
51 DP 1317537
50 DP 1317537
22
DP2197
52
DP 1317537
11
DP2197
Phone: (02) 4732 6599
Web: www.rhco.com.au
Email: admin@hoganco.com.au
P.O. Box 283 - Richmond, NSW 2753.
ABN 59 082 453 165
RHCO
RICHARD HOGAN & CO.
SURVEYING & DEVELOPMENT CONSULTANTS
Scale: 1:2500
Dated: 15th April 2026
Ref: 23506_VPA 6

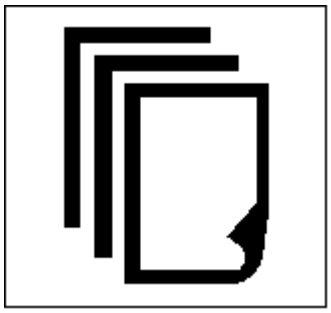
Annexure C Plan Public Access Land

[Not used]

Annexure D Plan showing Works


LEGEND
Precinct Boundary
GPTs
Signalised Intersection
Roundabout
Stage Boundary
East-West Road
North-South Road
Stage Number
Pedestrian Paths
Drainage
Open Space
Half Road Open Space (OSHR)
EECR, EEKR, EEFR
School Road (SR)
Local Half Road Upgrades
Pedestrian Bridge
Shared Pedestrian & Cycle way in Road Reserve
Shared Pedestrian & Cycle way
1m Widening of Paths
Ironwood Drive
Kingswood Road
Caddens Road
Castle Road
Castle Road
Frogmore Road
B2
EECR1
EEKR1
Total Dwellings - 156
Total Dwellings - 87
SPCW
EECR2
Total Dwellings - 72
OSHR1
OSHR5
OSHR5
WB1.1
NS1
OSHR3
SPCWR
SPCWR
EW2
EEKR1
EEKR1
OSHR8
SPCWR
WP
EECR3
OS8
Total Dwellings - 76
Total Dwellings - 116
SR3
SR2
SR1
VPA by Stage_Stage 1, 2, 3, 4A, 5 & 6
ORCHARD HILLS NORTH
30 0 60 120 180 240 300 metres
Ref: LEGOH-19-004b-1
Date: 15/04/2026
Revision: A
Scale: 1:8,500@A4
Note: All areas and dimensions subject to detailed survey
Design+ Planning

ATTACHMENTS



Date of Meeting:	Monday 29 June 2026
Report Title:	Penrith CBD Corporation - 2026-2027 Business Plan
Attachments:	Penrith CBD Corporation Business Plan 2026-2027

Penrith CBD
CORPORATION

BUSINESS PLAN 2026–2027

1

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Penrith CBD CORPORATION

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Penrith CBD
CORPORATION

Mission

- To achieve a vision for a welcoming City Centre.
- A socially inclusive, vibrant & economically sustainable city of precincts.
- A city people want to spend time in day or night, optimising business growth and community engagement

Vision

- Deliver quality professional services working with our key partners to create a vibrant welcoming city centre for the future.
- To inspire local business to achieve economic growth not only to survive but thrive through strengthening transparent collaboration.

Values

- To act fairly and ethically while working together for the betterment of local businesses.
- To perform all duties with excellence and integrity.
- To be transparent for best practice.
- To be respected and value the opinions of all.
- To show trust and open communication.
- Work as a team in a safe and positive workplace - ensure fun is a mindset for innovation.

3

Penrith CBD CORPORATION

PCBDC

Executive Board Members

Darren Latty
Chairman
Director of PRD Real Estate
Penrith Blue Mountains Glenmore Park

Barclay Judge
V Chair and Treasurer
Director of Judge Accountants
Penrith & Richmond

Doug Ely
Secretary
Director of YORK Jewellers
Penrith

Councillor Reece Nuttall
Penrith City Council
Representative

4

PCBDC

Board Members

Matilde Princiotta
Centre Manager
Westfield Penrith- Scentre Group

Ian Hix
Property Owner

Penrith CBD CORPORATION

Michael Todd
CEO
OnePointHealth

Peter Vickery
Business Bank Executive
NAB

William Schrumpf
Co-founder & Director
ASTINA GROUP

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Chairmans Message

Penrith CBD CORPORATION

Our city continues to grow, even in the face of ongoing economic challenges. What stands out most is not the difficulty itself, but the way our business community continues to respond—with determination, collaboration and a shared belief in Penrith's future.

We are proud to embrace our place within the broader Western Sydney landscape, as our region enters a period of significant transformation. The opening of the Western Sydney International Airport will bring new opportunities through increased visitation, investment and tourism. This presents a pivotal moment for our city centre —to position itself as a welcoming, vibrant destination that reflects the best of what Penrith has to offer.

This is a time to work together with purpose. Enhancing the appeal and experience of our CBD will be essential, ensuring we create an environment where people choose to visit, spend time and return—both during the day and into the evening. A strong and connected business community will be central to building a thriving day and night-time economy.

The momentum across our city is real. With continued development and growing interest in our region, we must ensure our local businesses are supported to benefit from these opportunities. By working collaboratively with our members, stakeholders and partners, we can strengthen our city centre, improve its activation and deliver a more engaging experience for residents and visitors alike.

On behalf of the Board, I acknowledge the leadership of our CEO and the dedication of the team, along with the ongoing commitment of our business community. Together, we are shaping a city that reflects confidence, connection and a clear vision for the future.

Regards,

Darren Latty
Chairman
Penrith CBD Corporation

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Penrith CBD CORPORATION

CEO Message

The past year has tested our business community in many ways—but it has also reinforced the strength and resilience that define our CBD.
Across Penrith, businesses have continued to navigate rising costs, changing customer behaviours and ongoing economic uncertainty. These challenges are real, but so too is the determination we see every day from our local operators. Their ability to adapt, support one another and continue showing up for their customers is what keeps our city centre moving forward.

As an organisation, our role is to stand alongside that effort. We will continue working closely with our Board and in partnership with Penrith City Council to ensure our approach remains aligned, practical and responsive to the needs of our business community. Listening will remain central to everything we do. By staying connected to our local businesses and key stakeholders, we can better deliver initiatives that help maintain activity, support occupancy and ultimately help keep doors open during challenging economic conditions.

We are also looking ahead with a clear sense of opportunity. The opening of the Western Sydney International Airport will bring increased visitation, investment and new energy to our region. Preparing our businesses to take advantage of this growth is a key priority for the year ahead.

Through place enhancement, marketing, training and events targeted business support, we will continue to focus on delivering outcomes that strengthen our CBD and support long-term resilience.
Our commitment is simple—to remain approachable, responsive and actively engaged with our business community. By working together, we can continue to shape a city centre that is vibrant, welcoming and built for the future.

Regards
Gai Hawthorn OAM

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Business Plan
Year 3
2026-2027 Overview

PENRITH
CBD CORP

As we move into the third year of our triennial plan, Penrith CBD Corporation continues to build on the strong foundations established in the previous two years. The insights, relationships and momentum gained through consistent engagement with local businesses, property owners, Penrith City Council and our broader community now position us to move forward with greater confidence, clarity and purpose.

Year three is centred on strengthening growth, deepening connections and reinforcing confidence across our city centre. We remain committed to working collaboratively with our key stakeholders to support a thriving local economy while fostering a vibrant, safe and welcoming CBD. Encouraging our community to shop, dine and engage locally remains a priority, ensuring that our businesses continue to benefit from increased visibility, foot traffic and community loyalty.

We recognise that economic challenges persist, and our role in supporting local businesses through practical initiatives is more important than ever. We will continue to deliver workshops, facilitate meaningful connections and enhance place appeal through targeted improvements that contribute to a more attractive and engaging city centre.

With a strong foundation now in place, year three represents a period of consolidation and forward momentum. Together, we will continue to nurture a resilient, connected and confident Penrith CBD—one that celebrates local business growth, embraces opportunity and strengthens its position as a key destination for our region as the Western Sydney International Airport opens in late 2026.

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PENRITH CBD CORP

Pillar NO: 1

Strong Governance & Planning

Effective governance and structured planning provide the foundation for accountability, informed decision-making and sustainable organisational performance.

	KPI	Measure of Success	Delivery
1.1	Board meetings delivered	10 Board meetings held per year.	Minimum of 10 meetings per year to be held.
1.2	Board attendance	Record attendance each meeting	Minimum of 10 board meeting attendance recorded each meeting.
1.3	Board papers distribution	Agendas and minute papers distributed 7 days prior to board meetings	Min of 10 board meeting distrubution dates recorded
1.4	Meeting minutes	Minutes recorded, approved, signed and stored within 1 month of each meeting held copies uploaded with Quarterly KPI to PCC.	Minimum of 10 board meeting records signed, recorded after each board meeting with dates recorded.
1.5	Newly appointed board members complete formal induction with CEO	100% of newly appointed board members complete formal induction within 30 days	Induction held within 30 days hand over

Pillar NO: 1

Strong Governance & Planning

Effective governance and structured planning provide the foundation for accountability, informed decision-making and sustainable organisational performance.

	KPI	Measure of Success	Delivery
1.6	Conflict of Interest & Risk Register	Register reviewed and updated before each board meeting.	Minimum of 10 board meetings records note register being sighted and updated
1.7	Financial reporting	Financial reports presented to board each meeting, signed off by Treasurer before each meeting	Minimum of 10 board meeting records note financial reporting approved.
1.8	Forecast Budget planning	Annual budget developed and approved prior to FY new business plan approval.	Annual plan signed off by board and PCC by 30th April.
1.9	Audit compliance	Independent audit completed with no major issues.	Annual Audit report signed approved by board by the 30th July.
1.1O	AGM delivery	AGM conducted in line with constitution	Hold AGM by 30th September

Pillar NO: 1

Strong Governance & Planning

Effective governance and structured planning provide the foundation for accountability, informed decision-making and sustainable organisational performance.

	KPI	Measure of Success	Delivery
1.11	Annual Report	Completed and submitted audit showing 95% expenditure as required with SLA.	Report completed and approved by board by 30th July and copy sent to PCC.
1.12	Triennial Business Plan	Business Plan developed for 3 years with yearly updates signed off and agreed with PCC	Business Plan completed for PCC by the 30th April.
1.13	Business Plan Tracking	Progress quarterly tracked and report against strategic objectives.	Each quarter KPI tracking outcomes sent to PCC by 15th of the following month of quarter.

PENRITH CBD CORP

Pillar NO: 2

Collaboration

Collaboration drives strong stakeholder engagement, builds valuable business connections, and supports informed decision-making through targeted workshops and data collection.

	KPI	Measure of Success	Delivery
2.1	Stakeholder Engagement	Maintain Strong relationships with key stakeholders, including all levels of government, property owners and commercial real estate partners, to facilitate communication and collaboration on all opportunities.	Each quarter report on a minimum 18 connections with stakeholders.
2.2	Council Collaboration	Regular engagement with PCC on all SLA initatives	Each quarter report on a minimum of 3 connections with PCC quarterly.
2.3	Business Engagement	Facilitate business connections through networking events, ongoing direct engagement to strengthen relationships and identify opportunities.	Deliver 12 networking events annually (Coffee Catch Up and Twilight)
			Connect with a minimum of 20 unique businesses per quarter through meetings, phone or email.

PENRITH
CBD CORP

Pillar NO: 2

Collaboration

Collaboration drives strong stakeholder engagement, builds valuable business connections, and supports informed decision-making through targeted workshops and data collection.

	KPI	Measure of Success	Delivery
2.4	Data Collection	Conduct business surveys to generate clear, data driven insights that identify opportunities and inform decision making with local business	Survey all businesses within the database twice per year.
2.5	Business workshops delivered	Delivery of free workshops supporting business skills and growth	12 workshops delivered annually
2.5	Workshop Satisfaction	Positive feedback from attendees (e.g. surveys)	Per workshop session with 80% satisfaction

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PENRITH CBD CORP

Pillar NO: 3
Place Appeal

Enhancing place appeal through vibrant streetscapes, increased retail presence, and thoughtful city presentation fosters a welcoming environment and supports local economic activity.

	KPI	Measure of Success	Delivery
3.1	Streetscape & Visual Appreal improvements to private business	Delivery of initiatives including removal of graffiti on private property, replace with street art, fresh painting, lighting efficient replacement, cleaning, signage or any beautification projects in partnership with property owners and businesses.	Minimum of 6 business improvements each quarter achieved.
3.2	Keystakeholders partnerships	Work in partnership with property owners on larger facade changes to deliver place appeal or safety improvements	Connect with commercial real estate/strata management/property owners/ minimum of 3 meetings a quarter.
3.3	Collaborative Initiatives	Joint initiatives communicated and assisted with local businesses, Council and key stakeholders.	Ongoing

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PENRITH CBD CORP

Pillar NO: 3
Place Appeal

Enhancing place appeal through vibrant streetscapes, increased retail presence, and thoughtful city presentation fosters a welcoming environment and supports local economic activity.

	KPI	Measure of Success	Delivery
3.4	Place Seasonal Appeal	Delivery of Christmas decorations that increase vibrancy and foot traffic in the CBD	Annual display for Christmas in place by second week of November. Assist minimum 20 businesses with displays or window decals
3.5	Shop Occupancy Rate	Percentage of shop front occupied verse empty	Count shop fronts each quarter and track and report percentage rate

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PENRITH CBD CORP

Pillar NO: 4
Activation

Through targeted activation and meaningful connections, we attract customers, support business networking, and generate measurable economic growth.

	KPI	Measure of Success	Delivery
4.1	Place Activation and Business Events	Delivery of activations and events to increase vibrancy and foot traffic in the CBD plus networking events for increased connections and economic benefits.	Minimum of 6 activations or events connecting businesses, stakeholders & community
4.2	Property Owners Event	Delivery 1 event that increases awareness for investment and transparency of what Penrith CBD Corp delivers include PCC and State Govenment	Deliver 1 event in June.
		Event attendance	Survey minimum of 6 activations / events showing 80% satisfaction

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PENRITH CBD CORP

Pillar NO: 5

General Promotion, Marketing & Comms

Through targeted promotions and integrated communications, we enhance visibility, connect with audiences, and drive engagement across seasonal and digital platforms

	KPI	Measure of Success	Delivery
5.1	Marketing Campaigns & promotion	Marketing initiatives delivered to promote local business, special events or promotions	Deliver a minimum of 9 targeted campaigns promoting the CBD, local business and seasonal activity
5.2	Vibrant City Flags for Business awareness	To produce City Flags for visual branding to enhance visibility branding for local businesses.	Deliver 1 set of City Flags, minimum 50
5.3	Digital consumer marketing	Digital presence & engagement	Achieve and record tracking showing minimum engagement 6,000, Reach 80,000 and Website uses 300 each quarter.
		Online promotion of local business	Regular promotion of minimum 6 local businesses through digital channels each month

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PENRITH CBD CORP

Pillar NO: 5

General Promotion, Marketing & Comms

Through targeted promotions and integrated communications, we enhance visibility, connect with audiences, and drive engagement across seasonal and digital platforms

	KPI	Measure of Success	Delivery
5.4	Communications (EDM & Newsletters)	Business Newsletters	Delivery of 6 bi-monthly newsletters to stakeholders
		EDM Campaigns with ongoing inclusion of local businesses in campaigns, features and promotions	To produce and share content through EDM for business awareness each fortnight
5.5	Business - to -Business connection	Produce, update and distribute Business -to - Business annual directory for local businesses networking and referrals locally.	Deliver yearly updated B2B diretory hard copy & digital.

PENRITH CBD CORP

FINANCIAL PLAN

Forecast budget 2026-2027

1	Governance	44,662
2	Collaboration	69,577
3	Place Appeal	229,921
4	Activation	151,410
5	General promotions, marketing & Comms	116,309
	TOTAL:	611,879

Note; the above is based on not knowing the 2026-2027 actual funding allocation and will be adjusted once final figures are shared by Penrith City Council.

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PENRITH
CBD CORP

Summary

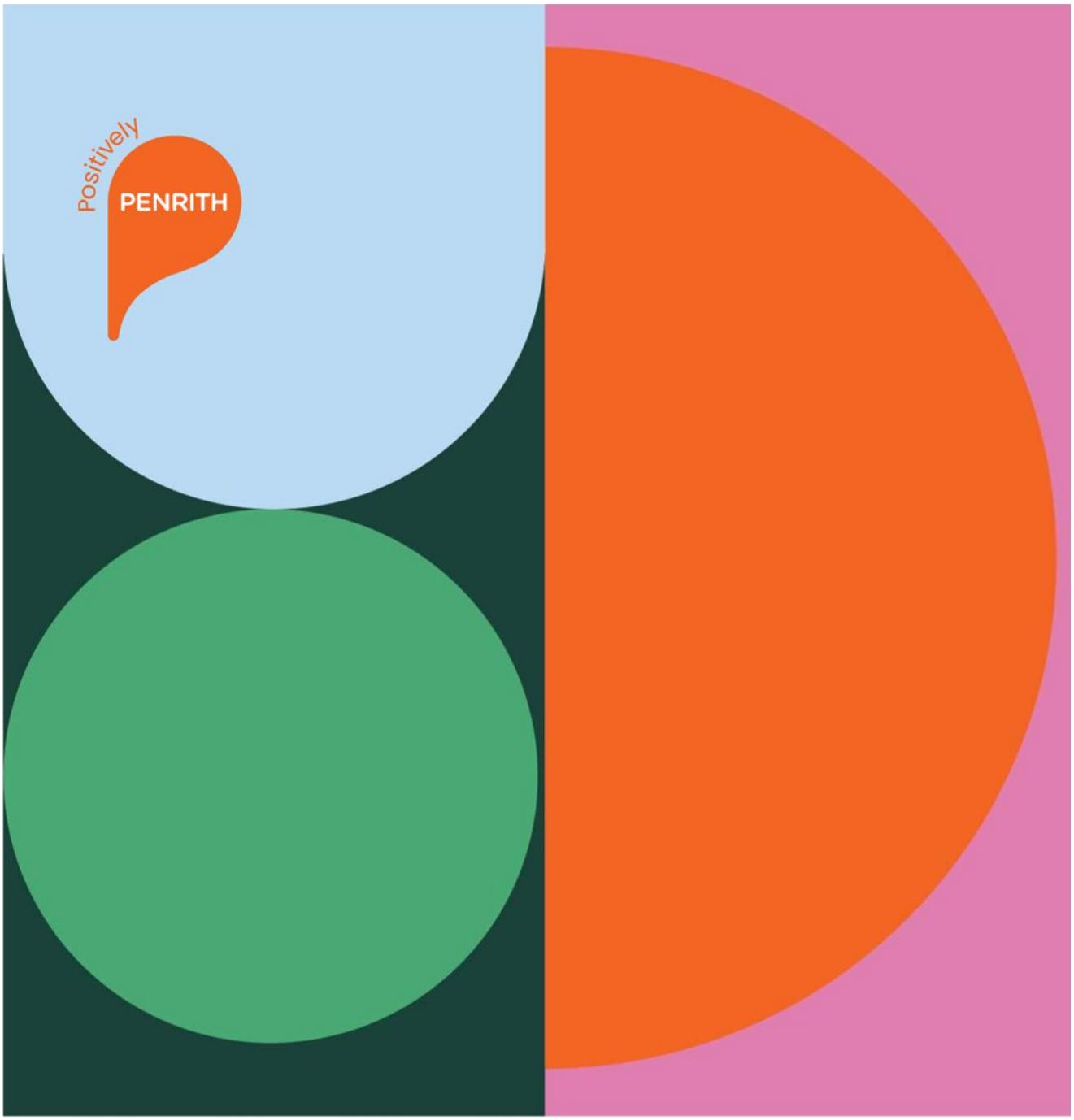
We sincerely value our ongoing partnership with Penrith City Council and recognise the transformative opportunities emerging across our region, particularly as Western Sydney International Airport progresses.

This dynamic period strengthens our commitment to supporting local businesses and property owners, while building a vibrant and connected business community.

We thank Council for its continued support especially Kevin Brennan, Tim Lihou and Angelique Harslett and look forward to deepening our collaboration to help shape a prosperous and sustainable future for Penrith.

ATTACHMENTS

Date of Meeting:	Monday 29 June 2026
Report Title:	Planning Proposal for an Additional Permitted Use- Exhibition Village - Glenmore Park Stage 3 - (HomeWorld)
Attachments:	Planning Proposal - Exhibition Village, Glenmore Park Stage 3 - Homeworld Penrith Local Planning Panel Report and Advice – Exhibition Village APU (HomeWorld) – 2183 The Northern Road, Mulgoa



Planning Proposal

Exhibition Village – 2183 The Northern Road, Mulgoa

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Appendices

1	Existing Additional Permitted Uses Map (APU_007)
2	Proposed Additional Permitted Uses Map (APU_007)
3	Proposed Plan of Subdivision under DA25/0480

Executive Summary

Purpose of the Planning Proposal

An amendment to Penrith Local Environmental Plan 2010 (LEP 2010) is proposed to facilitate an exhibition village on land at 2183 The Northern Road, Mulgoa (the site). The Planning Proposal seeks to include 'exhibition village' as an additional permitted use in Schedule 1 of LEP 2010 over part of the R2 Low Density Residential zoned land at the Site.

The proposed amendment is limited in scope. It does not alter the R2 Low Density Residential zoning, development standards or the broader land use framework applying to the Site or surrounding land. An exhibition village is defined under LEP 2010 as two or more exhibition homes together with associated buildings and places used for house and land sales, site offices, advisory services, car parking, food and drink sales and other associated purposes. Exhibition homes are currently permissible with consent in the R2 zone; however, an exhibition village, as a defined land use, is not. This Planning Proposal seeks to address that distinction by introducing a site-specific additional permitted use over the subject land.

The proposed exhibition village would comprise 94 display homes operated by approximately 30 builders, together with ancillary visitor facilities including a cafe, public toilets and on-site security. The village is proposed to operate on a temporary basis for a period of five years, after which the display homes are intended to transition to permanent residential occupation consistent with the R2 zoning. The underlying residential development potential of the Site will not be diminished as a result of the proposed use.

This Planning Proposal is considered a Standard Planning Proposal in accordance with the DPHI Local Environmental Plan Making Guideline (2023). Subject to receipt of a Gateway Determination, a Development Application for the operation of the exhibition village is intended to be lodged concurrently with the public exhibition of this Planning Proposal, in accordance with Division 3.5 of the *Environmental Planning and Assessment Act 1979* (EP&A Act).

The Department of Planning, Housing and Infrastructure's (DPHI) process for making or amending LEPs has several stages, which are outlined in Table 1. The preparation of a Planning Proposal is the second stage in the DPHI's process for amending LEP 2010.

Table 1: LEP Making Process

No.	Stage	Explanation
1	Pre-Lodgement	The proponent or Council undertakes early analysis of the development potential of the relevant land including key environmental or site constraints, reviews the strategic planning framework, obtains advice and consults with authorities and government agencies and identifies study requirements to underpin a Planning Proposal.
2	Planning Proposal	Where the Planning Proposal has been initiated by a proponent, Council reviews and assesses the Planning Proposal and decides whether to support and submit it to the DPE for a Gateway determination.

		Where the Planning Proposal has been initiated by Council, Council prepares the Planning Proposal and submits it to the DPE for a Gateway determination.
3	Gateway Determination	The DPE assesses the strategic and site-specific merit of the Planning Proposal and issues a Gateway determination specifying if the Planning Proposal should proceed and whether consultation with authorities and government agencies is required.
4	Post-Gateway	Council reviews the Gateway determination and actions any required conditions prior to public exhibition.
5	Public Exhibition and Assessment	Council places the Planning Proposal on public exhibition to enable consultation with the community, key authorities and government agencies (as required). Council considers the submissions received in response to the public exhibition and varies the Planning Proposal if required.
6	Finalisation	The local plan making authority (the Minister/DPE or Council) completes a final assessment of the Planning Proposal and works with Parliamentary Counsel to prepare the draft LEP amendment. Once finalised, the LEP is made and notified on the NSW legislation website, making it law.

Background

The Planning Proposal relates to land at 2183 The Northern Road, Mulgoa, as shown in the table below.

Address	Legal Description	Area	Existing zoning
2183 The Northern Road, Mulgoa NSW 2745	Part of Lot 5001, DP 1312559	5.4 ha	R2 Low Density Residential (Penrith LEP 2010)

The Site is located within the north-eastern portion of the Glenmore Park Stage 3 (GP3) release area, approximately 54 kilometres west of the Sydney CBD. GP3 was rezoned for urban development in June 2023 through an amendment to LEP 2010 and is planned to deliver approximately 2,153 dwellings, supported by a local retail centre, a primary school, open space and environmental conservation areas. The Site is currently vacant and largely cleared.

The Site is identified as bushfire prone land (Vegetation Category 2) and is located within the Hawkesbury-Nepean water catchment. These matters are addressed further in Part 3 of this Planning Proposal.

A Development Application (DA25/0480) for a staged Torrens title subdivision of the Site into 122 residential lots (comprising 9 R1 General Residential lots, 111 R2 Low Density Residential lots and 2 C4 Environmental Living lots), residue lots, roads and associated civil infrastructure is currently under assessment by Council as Stage 11 of GP3 (known as Highland Views). Subject to approval of DA25/0480, the proposed exhibition village would operate across 94 of the 111 R2 Low Density Residential lots.

A pre-lodgement meeting was held with Council in December 2025. Council advised that a Planning Proposal to amend Schedule 1 of LEP 2010 was the appropriate planning

pathway, noting that exhibition villages are not permissible within the R2 Low Density Residential zone. The Planning Proposal was formally lodged in April 2026.

HomeWorld Group Pty Ltd

HomeWorld Group Pty Ltd is a cooperative of more than 50 shareholder builders that operates exhibition villages across Greater Sydney, the Hunter and Illawarra regions. Existing villages are located at Thornton (Maitland), Warnervale (Central Coast), Box Hill (The Hills Shire) and Leppington (Camden). The applicant advises that the proposed exhibition village is intended to service growth areas within Western Sydney, including the GP3 and Orchard Hills release areas. HomeWorld has further advised that the Box Hill village, which has been operating since 2020, is anticipated to cease operations in 2029, and that the proposed village at GP3 is intended to address the anticipated gap in exhibition village capacity in the north-west Sydney corridor.

Part 1 – Objectives

The objective of this Planning Proposal is to amend LEP 2010 to:

- include 'exhibition village' as an additional permitted use in Schedule 1 of LEP 2010 over part of the R2 Low Density Residential zoned land at 2183 The Northern Road, Mulgoa; and
- amend the Additional Permitted Uses Map (Tile Number APU_007) to identify the area of land to which the additional permitted use applies.

The Planning Proposal recommends an amendment to the LEP 2010 written instrument and the Additional Permitted Uses Map.

Part 2 – Explanation of Provisions

It is proposed to amend Schedule 1 – Additional Permitted Uses of LEP 2010 and the Additional Permitted Uses Map (Tile Number APU_007) to permit an exhibition village with development consent on the part of the Site identified on the map. The proposed clause to be added to Schedule 1 is set out below.

> ***Schedule 1 - Penrith LEP 2010***
>
> **Clause [XX] - Use of certain land at 2183 The Northern Road, Mulgoa**
>
> (1) This clause applies to land at 2183 The Northern Road, Mulgoa, being part of Lot 5001, DP 1312559 that is identified as [XX] on the Additional Permitted Uses Map.
>
> (2) Development for the purpose of an exhibition village is permitted with development consent.

Note: The clause number and map reference number are to be confirmed by Council's legal team and GIS team prior to lodgement with DPHI.

The Additional Permitted Uses Map (Tile Number APU_007) is to be amended to identify the subject land with the relevant clause number, which cross-references the proposed Schedule 1 clause. The existing map currently does not identify any additional permitted use applying to the Site. The existing and proposed map tiles are provided at Appendix 1 and Appendix 2 respectively.

Part 3 – Justification

This part of the Planning Proposal provides details on the need for the proposed amendment to LEP 2010, the relationship with the strategic planning framework, the impacts of the proposed amendment, and State and Commonwealth interests.

Section A – Need for the Planning Proposal

Q1. Is the Planning Proposal a result of an endorsed local strategic planning statement, strategic study or report?

No. The Planning Proposal is not the direct result of an endorsed Local Strategic Planning Statement, strategic study or report. However, the proposal supports the objectives of the Penrith Local Strategic Planning Statement 2020 and the Penrith Local Housing Strategy 2022, as addressed in Section B below.

Q2. Is the Planning Proposal the best means of achieving the objectives or intended outcomes, or is there a better way?

An amendment to Schedule 1 of LEP 2010 is the most appropriate mechanism to facilitate the proposed exhibition village use. Under the current provisions of LEP 2010, exhibition homes are permissible with consent in the R2 Low Density Residential zone. However, an 'exhibition village' as a defined land use comprising two or more exhibition homes with associated facilities is not listed as permissible in the R2 zone. An amendment to Schedule 1 is therefore required to introduce the use with consent over the subject land only.

This approach provides a site-specific change, without altering the R2 zone or the permissible uses applicable across the broader LGA. It is consistent with the mechanism used in existing Schedule 1 clauses of LEP 2010 to permit exhibition villages on other R2 zoned land within the LGA, demonstrating that this pathway has previously been considered the most appropriate and efficient way to achieve this outcome.

The proposed amendment does not seek any increase in floor space, building height, lot yield or any other underlying development controls. Detailed development assessment including building design, hours of operation, traffic management and amenity will be assessed as part of the concurrent Development Application, which is intended to be lodged following receipt of a Gateway Determination.

The temporary nature of the exhibition village will be secured through the future Development Application process, including appropriate conditions of consent. This will ensure that the use remains time-limited and that the land transitions to permanent residential occupation in accordance with the underlying R2 zoning.

Section B – Relationship to Strategic Planning Framework

Q3. Will the Planning Proposal give effect to the objectives and actions of the applicable regional or district plan or strategy (including any exhibited draft plans or strategies)?

The Planning Proposal will give effect to the objectives and actions of the applicable regional and district planning strategies as detailed below.

Notwithstanding this, the proposed exhibition village is not ordinarily consistent with the intended low density residential character of the R2 zone due to its visitor-based and commercial nature. The Planning Proposal seeks to justify this departure on the basis that the use is temporary, site-specific and supports housing delivery within a designated release area.

Greater Sydney Region Plan: A Metropolis of Three Cities

In March 2018, the Greater Sydney Commission published the Greater Sydney Region Plan – A Metropolis of Three Cities. The Plan sets a 40-year vision for Greater Sydney and informs the assessment of Planning Proposals.

Objective 10: Greater housing supply

The subject site forms part of the GP3 release area, which has been identified for future residential development and is planned to deliver approximately 2,153 dwellings. The proposed exhibition village is intended to support the delivery and marketing of housing within surrounding release areas while maintaining the underlying residential zoning and development standards. At the end of the five-year operational period, the Site will return to residential use consistent with the R2 zoning. This does not result in a permanent loss of residential capacity but involves a temporary deferral of residential occupation during the operational period of the exhibition village.

Western City District Plan

In March 2018, the Greater Sydney Commission published the Western City District Plan. This is a 20-year plan to manage growth in the context of economic, social and environmental matters. It guides the implementation of the Greater Sydney Region Plan at a district level and informs the assessment of Planning Proposals.

Planning Priority W5: Provide housing supply, choice and affordability with access to jobs, services and public transport

The proposal relates to land within a planned residential release area intended to accommodate future housing growth in the Western Parkland City. The exhibition village would provide a consolidated location for prospective purchasers to inspect and compare housing products associated with surrounding release areas. The GP3 and Orchard Hills release areas together have a combined planned capacity of approximately 13,753 dwellings. The proposal supports housing take-up within this significant growth corridor and would not reduce the long-term residential yield of the Site. The Planning Proposal is consistent with the District Plan.

Draft Sydney Plan

The Draft Sydney Plan was publicly exhibited from 10 December 2025 to 27 February 2026 and is anticipated to be implemented in 2026, replacing the Western City District Plan.

Response 1: Implement housing targets across Sydney

Under the Draft Sydney Plan, the Penrith LGA has a 2024 to 2029 housing target of 8,400 dwellings. The exhibition village would support the achievement of that target by facilitating housing take-up across the GP3 and Orchard Hills release areas and the broader north-west Sydney market. The Planning Proposal is consistent with the Draft Sydney Plan.

Q4. Is the Planning Proposal consistent with a council local strategic planning statement that has been endorsed by the Planning Secretary or Greater Cities Commission, or another endorsed local strategy or strategic plan?

Penrith Local Strategic Planning Statement 2020

The Penrith Local Strategic Planning Statement (LSPS) sets out the 20-year vision for land use in the Penrith Local Government Area (LGA), taking into consideration the economic, social and environmental needs of the community.

Planning Priority 3: Provide new homes to meet the diverse needs of our growing community

The LSPS identifies the subject site as forming part of the 'Mulgoa Valley and Wallacia Significant Rural Landscape'. It is noted that the GP3 rezoning was approved in June 2023 following the adoption of the LSPS and the Structure Plan does not fully reflect the current strategic direction for the Site. Notwithstanding, the Planning Proposal supports the provision of new homes for the future population of the Penrith LGA, which is consistent with the intent of Planning Priority 3. The Planning Proposal is consistent with the LSPS.

Penrith Local Housing Strategy 2022

Locations for housing growth: providing housing supply in well-located and well-connected locations to achieve housing targets

Greenfield release areas, including GP3 and Orchard Hills, are identified in the Local Housing Strategy as key locations for housing growth in the LGA. The proposed exhibition village would support housing take-up within those areas by providing a consolidated location for the display and marketing of housing products. The proposal does not compromise the long-term residential development potential of the land. The Planning Proposal is consistent with the Local Housing Strategy.

Q5. Is the Planning Proposal consistent with any other applicable State and regional studies and strategies?

The Planning Proposal does not conflict with any other applicable State or regional studies or strategies. The proposal is consistent with the broader strategic direction supporting housing delivery in key greenfield release areas across Western Sydney.

Q6. Is the Planning Proposal consistent with applicable State Environmental Planning Policies?

The NSW Government publishes State Environmental Planning Policies (SEPPs), which deal with matters of State or regional planning significance. The Planning Proposal is consistent with applicable SEPPs, as demonstrated in Table 2.

Table 2: State Environmental Planning Policies

SEPP	Applicable	Comment
SEPP (Biodiversity and Conservation) 2021 Chapter 2 – Vegetation in Non-Rural Areas	No	The Planning Proposal does not conflict with the provisions of this SEPP. The inclusion of an additional permitted use for the Site does not result in the clearing of native vegetation not linked to a development consent.

SEPP (Biodiversity and Conservation) 2021 Chapter 6 – Water Catchments	No	The Planning Proposal does not conflict with the provisions of this SEPP. The Site is located within the Hawkesbury-Nepean catchment. Appropriate stormwater controls will be delivered as part of the subdivision under DA25/0480.
SEPP (Biodiversity and Conservation) 2021 Chapter 13 – Strategic Conservation Planning	Yes	Consistent. The Site is identified as 'Certified – Urban Capable' land under the Cumberland Plain Conservation Plan (CPCP) Biodiversity Certification. No further biodiversity assessment is required for the Planning Proposal.
SEPP (Resilience and Hazards) 2021 Chapter 4 – Remediation of Land	Yes	Consistent. The Site was assessed as generally suitable for residential development as part of the GP3 rezoning process. Any required remediation will be addressed through the subdivision under DA25/0480 prior to the operation of the exhibition village.
SEPP (Exempt and Complying Development Codes) 2008	No	The Planning Proposal does not conflict with the provisions of this SEPP. Exempt and complying development provisions will continue to apply to the Site as relevant.
SEPP (Sustainable Buildings) 2022	No	The Planning Proposal does not conflict with the provisions of this SEPP. This SEPP will apply to any future Development Applications for built form on the Site.
SEPP (Transport and Infrastructure) 2021	No	The Planning Proposal does not conflict with the provisions of this SEPP. Relevant matters under this SEPP will be considered as part of any future Development Application.

Q7. Is the Planning Proposal consistent with applicable Ministerial Directions (section 9.1 directions)?

The Minister for Planning and Public Spaces issues Local Planning Directions that councils must follow when preparing Planning Proposals. The Planning Proposal is consistent with all applicable Section 9.1 Local Planning Directions, as demonstrated in Table 3.

Table 3: Section 9.1 Ministerial Directions

Direction	Applicable	Consistency	Comment
1.1 Implementation of Regional Plans	Yes	Consistent	The proposal is consistent with the Greater Sydney Region Plan: A Metropolis of Three Cities and the Western City District Plan. The proposal would not preclude the outcomes of either plan from being achieved.

1.3 Approval and Referral Requirements	Yes	Consistent	No new referral or concurrence conditions are proposed as part of the Planning Proposal.
1.4 Site Specific Provisions	Yes	Consistent	The Planning Proposal introduces a site-specific provision under Schedule 1 of LEP 2010. The provision does not impose any additional development standards and is consistent in form and intent with existing Schedule 1 clauses in LEP 2010 that permit exhibition villages on other R2 zoned land in the LGA.
3.10 Water Catchment Protection	Yes	Consistent	The Site is located within the Hawkesbury-Nepean water catchment. The proposed use is not expected to result in any adverse impact on the catchment above that already anticipated for the residential development of the land. The subdivision under DA25/0480 will deliver appropriate permanent stormwater control infrastructure.
4.3 Planning for Bushfire Protection	Yes	Consistent	The Site is mapped as bushfire prone land (Vegetation Category 2). The proposal does not involve a change from rural to residential land use and does not increase the permanent residential population or evacuation load.
4.4 Remediation of Contaminated Land	Yes	Consistent	The Site was assessed as generally suitable for residential development as part of the GP3 rezoning. Any required remediation will be addressed through the subdivision under DA25/0480. The Planning Proposal does not change the contamination status of the land.
5.1 Integrating Land Use and Transport	Yes	Consistent (limited relevance to the Planning Proposal)	The proposal is solely for the implementation of an exhibition village as an additional use on the subject site and does not otherwise affect the location of zones or any businesses or services. This direction is considered to have limited relevance to the Planning Proposal.
6.1 Residential Zones	Yes	Consistent (limited relevance to	The Planning Proposal does not reduce the permissible residential density of the land or prevent future

		the Planning Proposal)	residential development. The exhibition village is proposed as a temporary use after which the homes will transition to permanent residential occupation consistent with the R2 zone. This direction is of limited relevance to the Planning Proposal.

Section C – Environmental, Social and Economic Impacts

Q8. Is there any likelihood that critical habitat or threatened species, populations or ecological communities, or their habitats, will be adversely affected because of the proposal?

The Planning Proposal is not expected to adversely affect any critical habitat or threatened species, populations or ecological communities. The Site is identified as 'Certified – Urban Capable' land under the Cumberland Plain Conservation Plan (CPCP) Biodiversity Certification, resulting in the proposal adequately addressing concerns about impacts to critical habitats, ecological communities or threatened species. An area of mapped biodiversity values is located to the north of the Site and is zoned C2 Environmental Conservation under LEP 2010, ensuring it is appropriately managed and protected. Comprehensive subdivision works proposed under DA25/0480 will be completed prior to the operation of the exhibition village.

Q9. Are there any other likely environmental effects of the Planning Proposal and how are they proposed to be managed?

Bushfire

The Site is mapped as bushfire prone land, classified as Vegetation Category 2. The Planning Proposal does not involve a change from rural to residential land use. The Site was rezoned for residential purposes in June 2023 and was assessed as suitable for residential development at that time. The proposal does not result in an increase in permanent residential population or evacuation demand in a bushfire event. The proposed exhibition village use does not constitute a 'special fire protection purpose' under the Rural Fires Act 1997 and does not require a bush fire safety authority. A bushfire assessment for the proposed use will be required as part of any future Development Application.

Traffic and Parking

A Traffic and Parking Assessment Report has been submitted in support of the Planning Proposal and has been reviewed by Council's Traffic Engineers. Council's Traffic Engineers has raised no strategic concerns at this stage and considers the surrounding road network capable of accommodating the anticipated traffic generation associated with the proposed exhibition village. The assessment draws on operational data from the existing HomeWorld exhibition village at Box Hill, which includes 113 display homes.

Key matters noted from the assessment include:

- Visitor traffic is not expected to have a detrimental impact on the road network during weekday peak periods. Peak visitation is expected to occur between the morning and afternoon commuter peaks, limiting conflict with the surrounding residential road network.

- Weekend traffic impacts are considered manageable, with traffic management measures proposed within the private internal road network to mitigate queuing impacts on Entry Boulevard (MC01).
- A temporary break in the median strip on Entry Boulevard is proposed to facilitate right-hand turn entry into the exhibition village via Road No. 6. Traffic modelling confirms the intersection is expected to operate at Level of Service A under worst-case conditions in 2032, being the final year of operation of the exhibition village.
- 273 parallel on-street parking spaces are proposed for 94 display homes, equating to 2.9 spaces per home. This exceeds actual peak demand observed at the Box Hill village (1.5 spaces per home) and the Camden Development Control Plan rate of 2 spaces per home.

Outstanding matters identified by Council's Traffic Engineer, including pedestrian connectivity between the café area and internal roads and confirmation of parking space dimensions in accordance with AS2890.5:2020, are appropriate for resolution at the Development Application stage. Upon cessation of the exhibition village, the median will be reinstated and all internal roads and barriers will be dedicated to Council.

Acoustic and Amenity

The proposed exhibition village would generate visitor activity during defined operational hours (10am to 5pm, seven days a week). The inspection of display homes by small groups during those hours is not considered to generate noise at a level comparable to the typical occupation of a private residence, given the controlled nature of the use and the absence of residential occupation outside operational hours.

The Planning Proposal identifies a range of operational measures intended to manage any amenity impacts, including defined operating hours, internalised road circulation and on-site management practices. Any acoustic impacts and operational management measures will be assessed in detail as part of any future Development Application.

Q10. Has the Planning Proposal adequately addressed any social and economic effects?

The Planning Proposal is expected to generate short-term economic benefits, including employment opportunities associated with the construction and operation of the exhibition village. The applicant's Economic Impact Statement identifies potential operational efficiencies associated with the consolidation of display homes in a single location, including reduced costs for marketing, advertising, cleaning, maintenance and security for participating builders. The consolidation of display homes may also provide indirect benefits to prospective purchasers through improved accessibility and the ability to compare housing products from multiple builders.

The temporary nature of the exhibition village involves a short-term deferral of residential occupation on the affected lots during the five-year operational period. This is balanced against the benefit of supporting housing take-up in the broader GP3 and Orchard Hills release areas. At the conclusion of the operational period, the Site will return to residential use consistent with the R2 zoning, with no permanent loss of residential capacity, noting that the proposal only involves in a temporary deferral of residential occupation.

These economic benefits are acknowledged as supportive considerations. They are not determinative in the overall assessment of the Planning Proposal, which is primarily based

on strategic and site-specific merit. The proposal is also expected to support employment within the local construction and housing sectors during both the establishment and operational phases.

Section D – Infrastructure (Local, State and Commonwealth)

Q11. Is there adequate public infrastructure for the Planning Proposal?

Yes. The GP3 rezoning confirmed sufficient capacity to supply the release area with electricity, water and sewer services. Prior to the operation of the exhibition village, the underlying subdivision under DA25/0480 will be completed, including confirmation of the connection and availability of all utility services. The exhibition village is not expected to generate demand for permanent local or regional infrastructure, as there is no permanent residential population associated with the use. Development contributions toward local infrastructure will be addressed through DA25/0480.

Section E – State and Commonwealth Interests

Q12. What are the views of State and Federal public authorities and government agencies consulted in order to inform the Gateway determination?

The Gateway Determination will provide details on the consultation to be undertaken with State and Commonwealth public authorities, including any requirement to consult the NSW Rural Fire Service in relation to the bushfire prone land classification of the Site.

Part 4 – Mapping

The following map tile is proposed to be amended as part of the Planning Proposal.

Map	Tile Number
Additional Permitted Uses Map	APU_007

The existing Additional Permitted Uses Map (Tile Number APU_007) does not currently identify any additional permitted use applying to the subject land. The proposed map amendment will identify the Site with a clause reference number that cross-references the new Schedule 1 provision. The existing and proposed map tiles are provided at Appendix 1 and Appendix 2 respectively.

Part 5 – Community Consultation

The Gateway Determination will outline any specific requirements for community consultation, including consultation with agencies and public authorities.

The public exhibition will be undertaken in accordance with the Gateway Determination, the community consultation requirements of the Environmental Planning and Assessment Act 1979 and Environmental Planning and Assessment Regulation 2021, and Council's Community Participation Plan.

Notice of the public exhibition will be provided in the local newspaper and notification letters will be sent to landowners and occupiers of adjoining and affected properties. Exhibition material will be made available on Council's Your Say webpage and the NSW Planning Portal.

In accordance with Ministerial Direction 4.3 Planning for Bushfire Protection, the proposal will be referred to the NSW Rural Fire Service following receipt of the Gateway Determination.

Part 6 - Project Timeline

Milestone	Timeframe
Local Planning Panel Advice	June 2026
Council Endorsement for Gateway	June 2026
Submission to DPHI for Gateway	July 2026
Gateway Determination	September 2026
Public Exhibition	October 2026
Consideration of Submissions & Post-Exhibition Review	November 2026
Council Endorsement for Finalisation	December 2026
Gazettal of LEP Amendment	January 2027

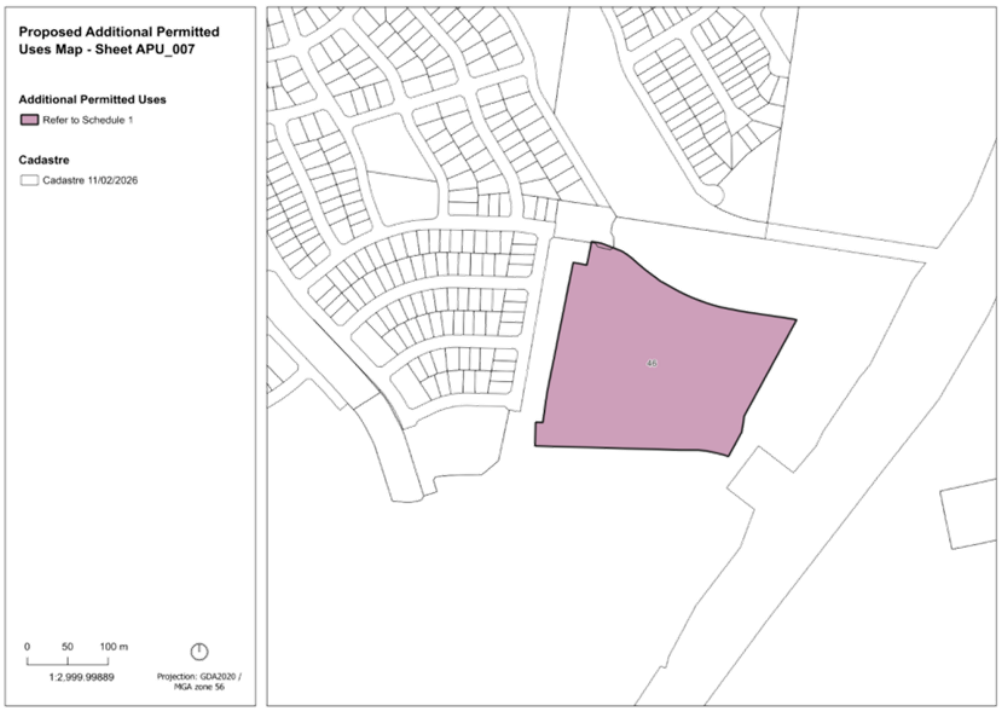
These timeframes are estimates only and subject to change.

Appendices

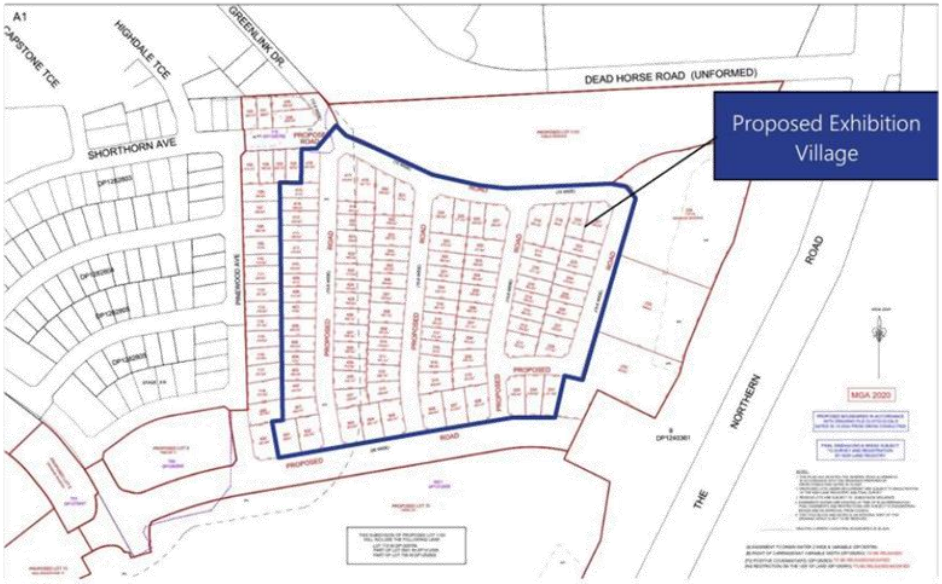
Appendix 1
Existing Additional Permitted Uses Map (APU_007)

Appendix 2

Proposed Additional Permitted Uses Map (APU_007)



Appendix 3
Proposed Subdivision Plan under DA25/0480



Penrith Local Planning Panel Advice **June 11, 2026**

PLANNING PROPOSAL REF	PP-2026-705
PLANNING PROPOSAL DESCRIPTION	Additional Permitted Use (Exhibition Village) – 2183 The Northern Road, Mulgoa
DATE OF LPP MEETING	10 June 2026
PANEL MEMBERS	Graham Brown – Chair Chris Young – Expert Patrick Hurley – Expert Harold Dulay – Community Representative
APOLOGY	
DECLARATIONS OF INTEREST	None Listed

Executive Summary

The purpose of this report is to present a Planning Proposal for an Additional Permitted Use (Exhibition Village) at 2183 The Northern Road, Mulgoa to the Local Planning Panel for advice. The Planning Proposal seeks to amend Penrith Local Environmental Plan 2010 (LEP 2010) to permit an exhibition village as an additional use in Schedule 1 of LEP 2010 on part of the R2 Low Density Residential zoned land known as part of Lot 5001 DP 1312559

The objectives of the Planning Proposal are to:

- include 'exhibition village' as an additional permitted use in Schedule 1 of LEP 2010 over part of the R2 Low Density Residential zoned land at 2183 The Northern Road, Mulgoa; and
- amend the Additional Permitted Uses Map (Tile Number APU_007) to identify the area of land to which the additional permitted use applies

The proposal is intended to facilitate a temporary exhibition village comprising 94 display homes and associated visitor facilities for a period of approximately five years, after which the land is intended to transition to residential occupation consistent with the R2 zoning.

Council officers have reviewed the Planning Proposal and assessed its strategic and site-specific merit. The Planning Proposal is considered to demonstrate sufficient strategic and site-specific merit to be reported to Council with a recommendation that it be endorsed and submitted to the Department of Planning, Housing and Infrastructure (DPHI) for a Gateway determination. Following a Gateway determination, the Planning Proposal will be publicly exhibited and consultation with the community and relevant government agencies will be undertaken in accordance with any Gateway conditions.

Background

The site is located at 2183 The Northern Road, Mulgoa, within the north-eastern portion of the Glenmore Park Stage 3 (GP3) release area. The site forms part of land rezoned for urban development in June 2023 as part of the GP3 planning framework. The site details are set out in the table below.

Address	Legal Description	Area	Existing zoning

2183 The Northern Road, Mulgoa NSW 2745	Part of Lot 5001, DP 1312559	5.4 ha	R2 Low Density Residential (Penrith LEP 2010)

The site is currently vacant and largely cleared. The site has frontage to the proposed Entry Boulevard (MC01), being a new collector road proposed under DA25/0480. Development application DA25/0480, which is currently under assessment, proposes a staged Torrens title subdivision comprising 122 residential lots, residue lots, roads and associated civil infrastructure as part of Stage 11 of the GP3 release area. The proposal seeks to utilise 94 of the future residential lots for the operation of an exhibition village. Surrounding land uses include Glenmore Park Stage 2 to the north, the broader GP3 release area to the south and west, and the Orchard Hills Defence Establishment, zoned SP1 Special Activities, to the east.

A pre-lodgement meeting was held with Council in December 2025, at which Council advised that a Planning Proposal seeking an amendment to Schedule 1 of LEP 2010 was the appropriate planning pathway, noting that exhibition villages are not otherwise permissible within the R2 Low Density Residential zone. Council also identified that detailed consideration would be required regarding traffic, amenity and the temporary nature of the proposed use.

HomeWorld Group Pty Ltd operates exhibition villages across Greater Sydney, the Hunter and Illawarra regions. Existing villages are located at Thornton, Warnervale, Box Hill and Leppington. The proposed exhibition village is intended to service growth areas within Western Sydney, including the GP3 and Orchard Hills release areas.

Planning Proposal

The Planning Proposal is provided as an attachment to this report. The Planning Proposal seeks to amend LEP 2010 to include 'exhibition village' as an additional permitted use in Schedule 1 and amend the Additional Permitted Uses Map (Tile Number APU_007) to identify the area of land to which the additional use applies. The proposed clause to be added to Schedule 1 of LEP 2010 is as follows:

Schedule 1 – Penrith LEP 2010

Clause xx – Use of certain land at 2183 The Northern Road, Mulgoa

(1) This clause applies to land at 2183 The Northern Road, Mulgoa, being part of Lot 5001, DP 1312559 that is identified as 'xx' on the Additional Permitted Uses Map.

(2) Development for the purpose of an exhibition village is permitted with development consent.

The proposed amendment is site-specific and does not alter the R2 zone, permissible uses or development standards applicable across the LGA.

Subject to the approval of DA25/0480 and receipt of a Gateway Determination, a Development Application for the exhibition village is intended to be lodged concurrently with the public exhibition of the Planning Proposal.

The exhibition village is proposed to comprise 94 display homes, ancillary visitor facilities and on-site management. The exhibition village is intended to operate on a temporary basis for

After approximately five years, the dwellings are intended to transition to permanent residential occupation consistent with R2 zone.

The temporary nature of the exhibition village will be reinforced through the future development application process, including appropriate conditions of consent. This will ensure that the land transitions to residential occupation in accordance with the underlying R2 zoning following the operational period. Operational matters including hours of operation, site management, and visitor arrangements would be considered as part of any future development application.

Traffic and Parking

A Traffic and Parking Assessment has been submitted in support of the Planning Proposal. The assessment indicates that the surrounding road network is considered capable of accommodating the anticipated traffic generation at a strategic level.

The assessment is informed by operational data from an existing exhibition village at Box Hill. While the Box Hill village operates within a different urban context, the available operational data provides a reasonable strategic – level benchmark for assessing anticipated traffic generation associated with the proposal.

Notwithstanding this, the proposal incorporates an internal road network and on-site parking provision intended to manage visitor demand within the site and minimise impacts on the surrounding road network. Detailed traffic generation, access arrangements and intersection performance would be subject to further assessment at the Development Application stage.

Acoustic and Amenity

The proposed exhibition village would generate a higher level of activity than conventional residential development during operational hours due to visitor movements and associated activity on the site.

The Planning Proposal identifies a range of operational measures intended to manage amenity impacts, including defined operating hours, internal road circulation and on-site management practices. While the proposed use would operate at a greater intensity than standard residential occupation, the impacts are considered in the context of the temporary nature of the use and the transitional stage of the surrounding release area. Detailed consideration of acoustic impacts and operational management measures would occur as part of any future development application.

Economic Impact

The proposal is expected to generate short-term employment opportunities associated with the construction of the display homes and supporting infrastructure, as well as ongoing operational roles related to the management and operation of the exhibition village.

The exhibition village would also support economic activity within the local area by attracting visitors to the site, with potential flow-on benefits to nearby centres and services. In addition, the consolidation of display homes in a single location provides operational efficiencies for builders and facilitates housing market activity by enabling prospective purchasers to compare housing products. These economic benefits are acknowledged as supportive considerations; however, they are not determinative in the overall assessment of the Planning Proposal, which is primarily based on strategic and site-specific merit.

Strategic merit

The Planning Proposal is generally consistent with the relevant state, regional and local strategic planning framework as outlined below.

Greater Sydney Region Plan: A Metropolis of Three Cities

The Planning Proposal is consistent with the objectives of the Greater Sydney Region Plan. The relevant objective is:

- Objective 10: Greater housing supply

The subject site forms part of the Glenmore Park Stage 3 release area, which has been identified for future residential development. The proposed exhibition village is intended to support the delivery and marketing of housing within surrounding release areas while maintaining the underlying residential zoning and development standards applying to the land. Importantly, the proposal does not result in a permanent loss of residential capacity but involves a temporary deferral of residential occupation. The display homes are intended to transition to permanent residential occupation following the temporary operational period.

Western City District Plan

The Planning Proposal is consistent with the planning priorities of the Western City District Plan. The relevant planning priority is:

- Planning Priority W5: Provide housing supply, choice and affordability in the Western Parkland City

The proposal relates to land within a planned residential release area intended to accommodate future housing growth. The exhibition village would provide a consolidated location for prospective purchasers to inspect and compare housing products associated with surrounding release areas. The proposal would not reduce the long-term residential yield of the site, as the display homes are intended to transition to residential dwellings following the temporary exhibition village use.

Draft Sydney Plan

The Draft Sydney Plan was publicly exhibited between 10 December 2025 and 27 February 2026. The Planning Proposal is generally consistent with the draft policy direction to support housing supply targets across Sydney. The site forms part of the Glenmore Park Stage 3 release area, which contributes towards planned housing growth within the LGA. The exhibition village would support the display and marketing of housing products associated with these growth areas.

Penrith Local Strategic Planning Statement 2020

The Planning Proposal is consistent with the Penrith Local Strategic Planning Statement 2020 (LSPS). The relevant planning priority is:

- Planning Priority 3: Provide new homes to meet the diverse needs of our growing community

The site forms part of the Glenmore Park Stage 3 release area, which was rezoned for urban purposes in 2023. While the broader locality is identified within the LSPS as part of the 'Mulgoa Valley and Wallacia Significant Rural Landscape', the subject site has subsequently been incorporated within an approved urban release area. The Planning Proposal does not alter the underlying residential zoning applying to the land and is considered consistent with the intent of Planning Priority 3.

Penrith Local Housing Strategy 2022

The Planning Proposal is consistent with the Penrith Local Housing Strategy 2022. The relevant theme is:

- Locations for housing growth: providing housing supply in well-located and well-connected locations to achieve housing targets

Greenfield release areas including GP3 and Orchard Hills are identified as key locations for housing growth in the LGA. The proposed exhibition village would facilitate the marketing and delivery of housing products within surrounding release areas by providing a consolidated display location.

The proposal would not reduce the residential development potential of the land, as the exhibition village is intended to operate on a temporary basis, with the site transitioning to residential occupation consistent with the R2 zoning following the operational period.

Ministerial Directions – Section 9.1 of the EP&A Act

The planning proposal is consistent with the relevant directions for planning proposals issued by the Minister for Planning under Section 9.1 of the EP&A Act as set out in the table below.

1.1 Implementation of Regional Plans	The proposal is consistent with the Greater Sydney Region Plan: A Metropolis of Three Cities and the Western City District Plan.
1.4 Site Specific Provisions	The Planning Proposal introduces a site-specific Schedule 1 provision consistent in form and intent with existing Schedule 1 clauses in LEP 2010 that permit exhibition villages on other R2 zoned land in the LGA.
4.3 Planning for Bushfire Protection	The site is mapped as bushfire prone land (Vegetation Category 2). The Planning Proposal does not involve a change from rural to residential land use and does not increase the permanent residential population or evacuation load. Consultation requirements with relevant public authorities, including the NSW Rural Fire Service if required, would be determined as part of any Gateway Determination.

4.4 Remediation of Contaminated Land	The site was assessed as generally suitable for residential development as part of the GP3 rezoning process. Any required remediation will be addressed through the subdivision under DA25/0480. The Planning Proposal does not change the contamination status of the land.
5.1 Integrating Land Use and Transport	The proposal is solely for the implementation of an exhibition village as an additional use on the subject site and does not otherwise affect the location of zones or any businesses or services. This direction is considered to have limited relevance to the Planning Proposal.
6.1 Residential Zones	The Planning Proposal does not reduce the permissible residential density of the land or prevent future residential development. The exhibition village is proposed as a temporary use after which homes will transition to permanent residential occupations consistent with the R2 zone. This direction is considered to have limited relevance to the Planning Proposal.

Conclusion

The Planning Proposal seeks to amend Penrith Local Environmental Plan 2010 to permit an 'exhibition village' as an additional permitted use under Schedule 1 on part of land zoned R2 Low Density Residential at 2183 The Northern Road, Mulgoa.

The proposal facilitates a use that is not ordinarily contemplated within the R2 zone due to its higher intensity and visitor-based nature. While this represents a departure from the typical residential character, the associated impacts, including traffic, parking and amenity, are considered manageable in the context of the temporary nature of the use, its internalised design, and its location within a staged greenfield release area.

The proposal is also expected to generate short-term economic benefits and support housing take-up by providing a consolidated location for display homes servicing the broader GP3 and Orchard Hills growth areas. This benefit is balanced against the temporary deferral of residential occupation on the affected lots during the operational life of the exhibition village.

On balance, the Planning Proposal is considered to demonstrate sufficient strategic and site-specific merit, noting that it does not alter the underlying zoning or long-term residential intent of the land and remains consistent with the broader strategic planning framework supporting housing delivery within identified release areas.

The Planning Proposal will be reported to Council in coming weeks with a recommendation that it be endorsed and submitted to the Department of Planning, Housing and Infrastructure for Gateway determination. The advice of the Local Planning Panel will be included in that report.

Recommendation

It is recommended that the Local Planning Panel supports the Planning Proposal, and that it proceeds through the Gateway process.

ATTACHMENTS

- Attachment 1: Planning Proposal.

Penrith Local Planning Panel Advice **June 10 2026**

Panel Advice provided pursuant to Section 2.19 of the EP&A Act 1979

The Panel has considered the Planning Proposal and the preliminary assessment prepared by Council officers and provides the following advice:

1. The Planning Proposal is supported for the following reasons:

    a. The Planning Proposal is consistent with the Greater Sydney Region Plan, Western City District Plan and the Draft Sydney Plan.

    b. The Planning Proposal is consistent with the Local Strategic Planning Statement and Penrith Local Housing Strategy.

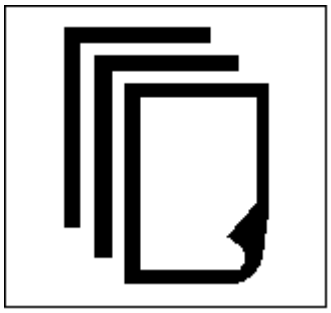
    c. The Planning Proposal will assist Council in supporting housing delivery by providing a consolidated location for the display and marketing of housing products within the broader Western Sydney growth corridor.

    d. The Planning Proposal does not result in a permanent loss of residential capacity, noting that the exhibition village is proposed as a temporary use and the land will transition to residential occupation in accordance with the underlying zoning.

2. It is recommended that the Planning Proposal be progressed through the Gateway process.

Graham Brown – Chair	Chris Young – Expert
Patrick Hurley – Expert	Harold Dulay – Community Representative

ATTACHMENTS



Date of Meeting:	Monday 29 June 2026
Report Title:	Draft Deed of Novation for LOG-NE VPA in relation to Lot 90 Aldington Road
Attachments:	Draft Deed of Novation for LOG-NE VPA

MALLESONS

Deed of Novation – Voluntary Planning Agreement

Dated

Penrith City Council (ABN 43 794 422 563) (**Council**)

Stockland Fife Kemps Creek Pty Limited (ACN 628 770 141) in its capacity as trustee of the Stockland Fife Kemps Creek Trust (ABN 47 273 439 938) (**SFKC**)

Stockland Development Pty Limited (ACN 000 064 835) and Fife Land 2 Pty Limited (ACN 651 694 790) in its capacity as trustee for Fife Land 2 Trust (ABN 89 561 962 630) (together, **SFL2**)

Australand C & I Land Holdings Pty Ltd (ACN 107 356 641) in its capacity as trustee of the Frasers Property C&I Land Holdings (Kemps Creek No. 2) Trust (ABN 58 649 084 762) (**Frasers Landowner**)

FPI Developments NSW Pty Limited (ACN 648 326 676) (**Frasers**)

Stockland Development Pty Limited (ACN 000 064 835) and Fife Land 3 Pty Limited (ACN 654 088 838) in its capacity as trustee of the Fife Land 3 Trust (ABN 64 318 343 693) (together, **Outgoing Party**)

Stockland KC DC Pty Ltd (ACN 697 228 087) as trustee for StockEdge Kemps Creek Land Trust (**Incoming Party**)

Mallesons
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1 Farrer Place
Sydney NSW 2000
Australia
T +61 2 9296 2000
www.mallesons.com

3478-4556-3213v2

Deed of Novation – Voluntary Planning Agreement
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Signing page **11**

Deed of Novation – Voluntary Planning Agreement
Details

Parties		
Council	Name	**Penrith City Council**
	ABN	43 794 422 563
	Address	601 High Street, Penrith NSW 2750
	Email	council@penrith.city
	Attention	The General Manager
SFKC	Name	**Stockland Fife Kemps Creek Pty Limited** in its capacity as trustee of the **Stockland Fife Kemps Creek Trust**
	Trustee ACN	628 770 141
	Trust ABN	47 273 439 938
	Address	Level 12, 89 York Street, Sydney NSW 2000
	Email	michael.wiseman@fifecapital.com.au and fifea@fifecapital.com.au
	Attention	Michael Wiseman
SFL2	Name	**Stockland Development Pty Limited**
	ACN	000 064 835
	Address	Level 25, 133 Castlereagh Street, Sydney NSW 2000
	Email	brendon.lucas@stockland.com.au and legal4@stockland.com.au
	and	
	Name	**Fife Land 2 Pty Limited** in its capacity as trustee for **Fife Land 2 Trust**
	Trustee ACN	651 694 790
	Trust ABN	89 561 962 630

	Address	Level 12, 89 York Street Sydney NSW 2000
	Email	michael.wiseman@fifecapital.com.au and fifea@fifecapital.com.au
	Attention	Michael Wiseman
Lot 90 Stockland Landowner	Name	**Stockland Development Pty Limited**
	ACN	000 064 835
	Address	Level 25, 133 Castlereagh Street, Sydney NSW 2000
	Email	Legal4@stockland.com.au
	Attention	General Counsel & Company Secretary
Lot 90 Fife Landowner	Name	**Fife Land 3 Pty Limited** in its capacity as trustee of the **Fife Land 3 Trust**
	Trustee ACN	654 088 838
	Trust ABN	64 318 343 693
	Address	Level 12, 89 York Street, Sydney NSW 2000
	Email	michael.wiseman@fifecapital.com.au and fifea@fifecapital.com.au
	Attention	Michael Wiseman
Frasers Landowner	Name	**Australand C & I Land Holdings Pty Ltd** in its capacity as trustee of the **Frasers Property C&I Land Holdings (Kemps Creek No. 2) Trust**
	Trustee ACN	107 356 641
	Trust ABN	58 649 084 762
	Address	Level 15, 180 George Street, Sydney NSW 2000
	Email	Roland.Martin@fraserspropery.com.au
	Attention	Roland Martin
Frasers	Name	**FPI Developments NSW Pty Limited**
	ACN	648 326 676
	Address	Level 15, 180 George Street, Sydney NSW 2000
	Email	Roland.Martin@fraserspropery.com.au
	Attention	Roland Martin

Incoming Party	Name	**Stockland KC DC Pty Ltd** as trustee for **StockEdge Kemps Creek Land Trust**
	Trustee ACN	697 228 087
	Trust ABN	20 283 911 406
	Address	Level 25, 133 Castlereagh Street, Sydney NSW 2000
	Email	Legal4@stockland.com.au
	Attention	General Counsel & Company Secretary
VPA	The document titled 'Voluntary Planning Agreement' dated 1 July 2025 between the Outgoing Party and the Continuing Parties.	
Governing law	New South Wales	
Recitals	**A**	The Outgoing Party and the Continuing Parties are parties to the VPA.
	B	The Outgoing Party and the Incoming Party have exchanged, or will exchange, contracts for the sale of the SFL3 Land.
	C	The Outgoing Party wishes to novate its rights and obligations under the VPA to the Incoming Party. The Continuing Parties have agreed to the novation.

Deed of Novation – Voluntary Planning Agreement
General terms

1 Definitions

Unless the contrary intention appears, these meanings apply:

Bank Guarantee has the same meaning as in the VPA.

Bond has the same meaning as in the VPA.

Business Day means a day on which banks are open for general banking business in Sydney, excluding Saturdays, Sundays and public holidays.

Continuing Parties means Council, SFKC, SFL2, Frasers Landowner and Frasers.

Contracts for Sale means the contracts for sale in respect of the SFL3 Land between each Outgoing Party (as vendor) and the Incoming Party (as purchaser), as may be varied by the written agreement of those parties from time to time.

Details means the section of this document headed Details.

Effective Date means the date when both of the Contracts for Sale have completed. For the avoidance of doubt, as the Contracts for Sale comprise more than one contract, the Effective Date means the date when the final contract is completed.

Existing Works Security means the Works Security provided by the Outgoing Party and held by Council under clause 11 of the VPA.

Replacement Works Security means a Bank Guarantee or Bond provided to Council to replace the Existing Works Security held under clause 11 of the VPA. The amount of the Replacement Works Security is to be calculated in accordance with clause 11 of the VPA and may not be less than the value of the Existing Works Security.

SFL3 Land has the same meaning as in the VPA.

VPA has the meaning given in the Details.

Works Security has the meaning given in the VPA.

2 Consideration

This document is entered into in consideration of the parties incurring obligations and giving rights under this document and the VPA and for other valuable consideration.

3 Novation

3.1 Novation

(a) With effect from the Effective Date:

(i) the Incoming Party is substituted for the Outgoing Party as a party to the VPA and all references to SFL3 are to be construed as references to the Incoming Party;

(ii) the Incoming Party will be bound by the VPA, and assume all of the Outgoing Party's rights and obligations under the VPA arising after the Effective Date as if they were a party to the VPA instead of the Outgoing Party; and

(iii) the Outgoing Party is released and discharged from all obligations and liabilities, and from all claims (whether for costs, damages, fees, expenses or otherwise), arising under the VPA after the Effective Date.

(b) The Incoming Party must, within 5 Business Days after the Effective Date give the Continuing Parties notice confirming the Effective Date.

3.2 Addresses for Notices

The Continuing Parties must address all notices and communications to be given or made by them to the Incoming Party under the VPA to the following address:

Address	Level 25, 133 Castlereagh Street Sydney NSW 2000
Email	legal4@stockland.com.au
Attention	General Counsel and Company Secretary
Copy to	Group Head of Data Centres Stockland Development Pty Limited Level 25, 133 Castlereagh Street Sydney NSW 2000
Email	simone.dyer@stockland.com.au

4 Accrued rights unaffected

The parties acknowledge that clause 3 does not prejudice any accrued rights, obligations, claims or liabilities arising under the VPA in connection with the performance of the VPA before the Effective Date.

5 Replacement Works Security

(a) The Incoming Party must, within 5 Business Days after the Effective Date, provide the Replacement Works Security to Council.

(b) On receipt of the Replacement Works Security, Council must release and return the Existing Works Security to the Outgoing Party.

(c) For the avoidance of doubt, Council is not required to release the Existing Works Security prior to the Effective Date.

6 Acknowledgements

Each party acknowledges and agrees that:

(a) nothing in this document or any of the transactions contemplated by this document constitutes a breach of any term of, or an event of default under, the VPA and that the Outgoing Party complies with the restrictions on transferring, assigning, or disposing of its interest in the SFL3 Land by entering into, and performing, this document;

(b) prior to the date of this document the Outgoing Party satisfied the requirements of clauses 12.2(a), (b), (d) and (e) of the VPA in relation to the transfer of the SFL3 Land to the Incoming Party; and

(c) this document satisfies the requirements of clause 12.2(c) of the VPA in relation to the transfer of the SFL3 Land by each Outgoing Party to the Incoming Party.

7 GST

7.1 Definitions and interpretation

For the purposes of this clause 7:

(a) "**GST Act**" means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and

(b) words and phrases which have a defined meaning in the GST Act have the same meaning when used in this clause 7, unless the contrary intention appears; and

(c) each periodic or progressive component of a supply to which section 156-5(1) of the GST Act applies is to be treated as if it were a separate supply.

7.2 GST exclusive

Unless this document expressly states otherwise, all consideration to be provided under this document is exclusive of GST.

7.3 Payment of GST

(a) If GST is payable, or notionally payable, on a supply made in connection with this document, the party providing the consideration for the supply agrees to pay to the supplier an additional amount equal to the amount of GST payable on that supply (**GST Amount**).

(b) Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time as the GST-exclusive consideration for the supply, or the first part of the GST-exclusive consideration for the supply (as the case may be), is payable or is to be provided.

(c) This clause does not apply to the extent that the consideration for the supply is expressly stated to include GST or the supply is subject to a reverse charge.

7.4 Adjustment events

If an adjustment event arises for a supply made in connection with this document, the GST Amount must be recalculated to reflect that adjustment. The supplier or the recipient (as the case may be) agrees to make any payments necessary to reflect the adjustment and the supplier agrees to issue an adjustment note.

7.5 Reimbursements

Any payment, indemnity, reimbursement or similar obligation that is required to be made in connection with this document which is calculated by reference to an amount paid by another party must be reduced by the amount of any input tax credits which the other party (or the representative member of any GST group of which the other party is a member) is entitled. If the reduced payment is consideration for a taxable supply, clause 7.3 applies to the reduced payment.

8 Costs and stamp duty

8.1 Costs

(a) Subject to clause 8.1(b), the parties agree to pay their own costs in connection with the preparation, negotiation, execution and completion of this document, except for amounts covered by clause 8.2.

(b) The Outgoing Party agrees to pay Council's reasonable costs in connection with the negotiation, execution and completion of this document in the agreed amount of $2,000 within 28 days of receipt of an invoice from Council.

8.2 Stamp duty and registration fees

The Incoming Party agrees to pay or reimburse all stamp duty, registration fees and similar taxes payable or assessed as being payable in connection with this document or any other transaction contemplated by this document (including any fees, fines, penalties and interest in connection with any of those amounts).

9 Notices and other communications

Notices and other communications in connection with this document must be in writing. They must be sent to the address or email address referred to in the Details and (except in the case of email) marked for the attention of the person referred to in the Details. If the intended recipient has notified changed contact details, then communications must be sent to the changed contact details.

10 Limitation of Liability

10.1 Limitation of liability – VPA parties

The parties agree that clauses 1, 2, 3 and 4 of Schedule 5 to the VPA are incorporated into this document as if set out in full with such changes as are necessary to give effect to those clauses in this document.

10.2 Limitation of liability – Incoming Party

(a) **Definitions**

In this clause 10.2:

(i) **Assets** includes all assets, property and rights of personal or any nature whatsoever.

(ii) **Constitution** means the constitution of the Trust created by a trust deed dated 20 April 2026 (as amended).

(iii) **Obligations** means all obligations and liabilities of whatsoever kind, undertaken or incurred by, or devolving upon the Trustee as incoming party under or in respect of this document or the VPA or any deed, agreement or other instrument collateral to this document or the VPA or given or entered into pursuant to this document whether express or implied by law or other legal requirements or arising otherwise howsoever.

(iv) **Trust** means StockEdge Kemps Creek Land Trust.

(v) **Trustee** means Stockland KC DC Pty Ltd (ACN 697 228 087) or such other party as is the trustee for the time being of the Trust.

(b) **Limitation of Trustee's liability**

(i) **Capacity**

The Trustee must (and will be entitled) to perform the Obligations.

(ii) **Limitation of liability**

(A) Any liability of the Trustee arising in connection with this document or the VPA is limited to the extent that the Trustee is able to be indemnified for that liability out of the Assets of the Trust under the Constitution. Each of the other parties acknowledge and agree that they may enforce their rights against the Trustee with respect to the non-observance of the Trustee's obligations under this document or the VPA only to the extent necessary to enforce that other party's rights, powers and remedies against the Trustee in respect of the Assets of the Trust by subrogation or otherwise.

(B) However, despite anything in this clause 10.2, the Trustee is liable to the extent that a liability under this document arises out of the Trustee's own fraud, negligence, wilful default, breach of trust or breach of duty which disentitles it from an indemnity out of the Assets of the Trust in relation to the relevant liability.

(iii) **Trustee's warranty**

The Trustee:

(A) warrants that:

(aa) it is the sole trustee of the Trust and no action has been taken to remove or replace it;

(ab) as trustee it is authorised and empowered under the trust deed constituting the Trust to enter into and to perform the Obligations;

(ac) it is not in breach of the Constitution;

(ad) it is not aware of any reason why the Assets might be insufficient to satisfy or discharge the Obligations; and

(ae) it has the power under the Constitution to execute and perform the Obligations and all necessary action has been taken to authorise the execution and performance of the Obligations; and

(B) undertakes to comply with its obligations as trustee of the Trust.

11 General

11.1 Representations and warranties

Each party represents and warrants that they have the power and authority to enter into this document and comply with their obligations under this document and that entry into this document will not result in the breach of any law.

11.2 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 document.

11.3 Variation and waiver

A provision of this document, or right, power or remedy created under it, may not be varied or waived except in writing signed by the party to be bound.

11.4 Counterparts

This document may consist of a number of copies, each signed by one or more parties to it. If so, the signed copies are treated as making up a single document.

11.5 Rules of construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this document or any part of it.

11.6 Entire agreement

This document constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject.

11.7 Electronic execution

(a) The parties acknowledge and agree that:

(i) a party may sign this document electronically and bind itself to this document by executing in that manner; and

(ii) a party's signature (whether affixed to this document electronically or in handwriting) may be witnessed remotely in accordance with any applicable laws.

(b) A person whose signature appears in this document (when affixed electronically) acknowledges that it is their signature and that that relevant signatory affixed (or expressly authorised the affixing of) their signature to this document in order for that relevant party to execute this document.

(c) This document may be executed in any number of counterparts, each of which:

(i) may be executed electronically or in handwriting; and

(ii) will be deemed an original whether kept in electronic or paper form, and all of which taken together will constitute one and the same deed.

(d) Without limiting the foregoing, if the signatures of, or on behalf of, one party are on more than one copy of this document, this will be taken to be the same as, and have the same effect as, if all of those signatures were on the same counterpart of this document and the parties acknowledge that each such copy executed by a company registered under the Corporations Act will have been executed in a manner consistent with section 127 of that Act.

11.8 Governing law and jurisdiction

The law in force in the place specified in the Details governs this document. The parties submit to the non-exclusive jurisdiction of the courts of that place.

11.9 Serving documents

Without preventing any other method of service, any document in an action in connection with this document may be served on a party by being delivered or left at that party's address for service of notices under clause 9 or with its process agent.

EXECUTED as a deed

Deed of Novation – Voluntary Planning Agreement
Signing page

DATED: _____

Council

SIGNED, SEALED AND DELIVERED for **PENRITH CITY COUNCIL (ABN 43 794 422 563)** by its authorised delegate in accordance with the resolution of Council dated _____ in the presence of:)

.....	.....
Signature of witness	Signature of authorised delegate
.....	.....
Print name of witness	Print name of authorised delegate

SFKC

SIGNED, SEALED AND DELIVERED for **STOCKLAND FIFE KEMPS CREEK PTY LIMITED (ACN 628 770 141)** as trustee for **STOCKLAND FIFE KEMPS CREEK TRUST (ABN 47 273 439 938**) by its attorney under power of attorney registered book no. _____ No. _____ dated _____ in the presence of:

.....	.....
Signature of witness	Signature of attorney
.....	.....
Print name of witness	Print name of attorney

SFL2

SIGNED, SEALED AND DELIVERED for **STOCKLAND DEVELOPMENT PTY LIMITED (ACN 000 064 835)** by its attorney under power of attorney registered book no. _____ No. _____ dated _____ in the presence of:

.....	.....
Signature of witness	Signature of attorney
.....	.....
Print name of witness	Print name of attorney

SIGNED, SEALED AND DELIVERED for **FIFE LAND 2 PTY LIMITED (ACN 651 694 790)** as trustee for **FIFE LAND 2 TRUST (ABN 89 561 962 630)** by its attorney under power of attorney registered book no. _____ No. _____ dated _____ in the presence of:

.....	.....
Signature of witness	Signature of attorney
.....	.....
Print name of witness	Print name of attorney

Frasers

EXECUTED by **FPI DEVELOPMENTS NSW PTY LIMITED (ACN 648 326 676)** in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by authority of its directors:

.....
Signature of director

.....
Name of director (block letters)

.....
Signature of director/company secretary*
*delete whichever is not applicable

.....
Name of director/company secretary* (block letters)
*delete whichever is not applicable

Frasers Landowner

EXECUTED by **AUSTRALAND C&I LAND HOLDINGS PTY LTD (ACN 107 356 641)** as trustee of the **FRASERS PROPERTY C&I LAND HOLDINGS (KEMPS CREEK NO. 2) TRUST (ABN 58 649 084 762)** in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by authority of its directors:

.....
Signature of director

.....
Name of director (block letters)

.....
Signature of director/company secretary*
*delete whichever is not applicable

.....
Name of director/company secretary* (block letters)
*delete whichever is not applicable

Lot 90 Stockland Landowner

SIGNED, SEALED AND DELIVERED for **STOCKLAND DEVELOPMENT PTY LIMITED (ACN 000 064 835)** by its attorney under power of attorney registered book no. _____ No. _____ dated _____ in the presence of:

.....
Signature of witness

.....
Print name of witness

.....
Signature of attorney

.....
Print name of attorney

Lot 90 Fife Landowner

EXECUTED by **FIFE LAND 3 PTY LIMITED (ACN 654 088 838)** as trustee for **FIFE LAND 3 TRUST (ABN 64 318 343 693)** in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by authority of its directors:

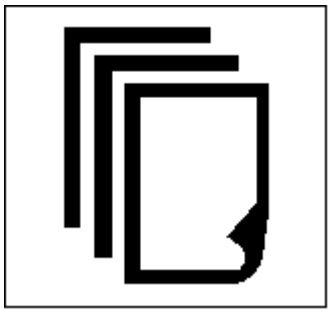
.....	.....
Signature of director	Signature of director/company secretary* *delete whichever is not applicable
.....	.....
Name of director (block letters)	Name of director/company secretary* (block letters) *delete whichever is not applicable

Incoming Party

SIGNED, SEALED AND DELIVERED for **STOCKLAND KC DC PTY LTD (ACN 697 228 087)** as trustee for **STOCKEDGE KEMPS CREEK LAND TRUST** by its attorney under power of attorney registered book no. _____ No. _____ dated _____ in the presence of:

.....	.....
Signature of witness	Signature of attorney
.....	.....
Print name of witness	Print name of attorney

ATTACHMENTS



Date of Meeting:	Monday 29 June 2026
Report Title:	St Marys Town Centre Corporation - 2026-2027 Business Plan
Attachments:	St Marys Town Centre Business and Annual Plan 2026-27

Business Plan

2026 - 2027

ST MARYS TOWN CENTRE

St Marys: The Vision

TO FOSTER A VIBRANT, INCLUSIVE AND ECONOMICALLY THRIVING TOWN CENTRE THAT CELEBRATES THE UNIQUE CHARACTER OF ST MARYS AND SUPPORTS THE WELLBEING OF ALL WHO LIVE, WORK AND VISIT HERE.

St Marys Town Centre exists to engage and connect our business and social communities. We work together to create sustainable growth in the heart of the west. We are guided by our values of inclusivity, innovation, trust, safety and connection.

St Marys respects its rich heritage, acknowledges its present and is ready to embrace its aspirations for the future.

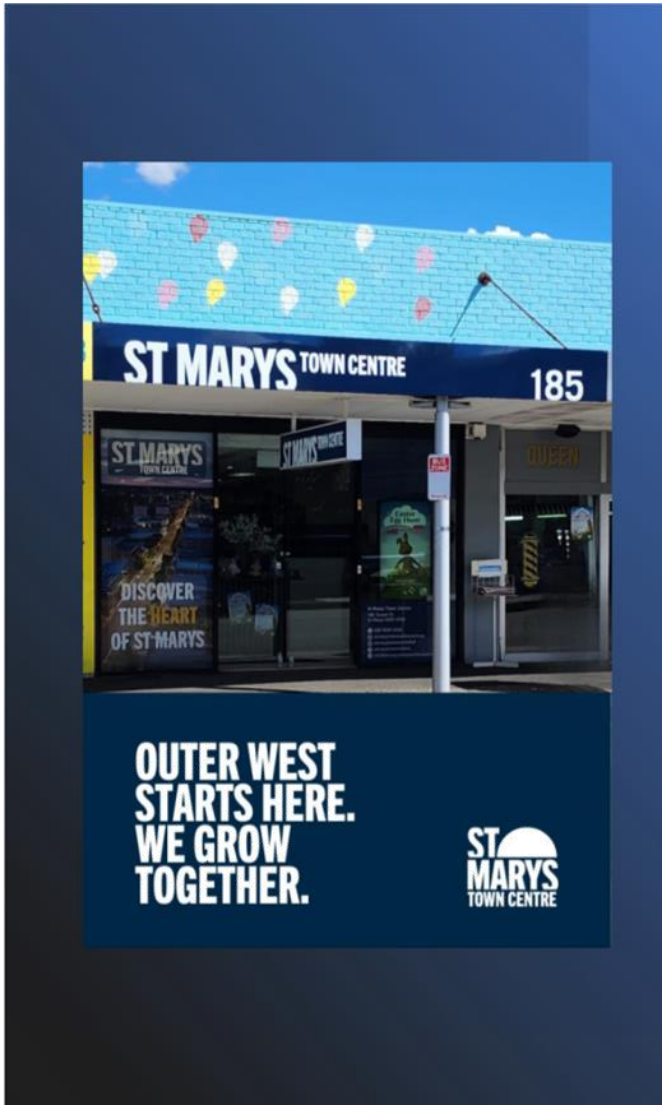
St Marys embodies the opportunity for growth, strengthened by its diverse community and supported by smart connections to the greater region.

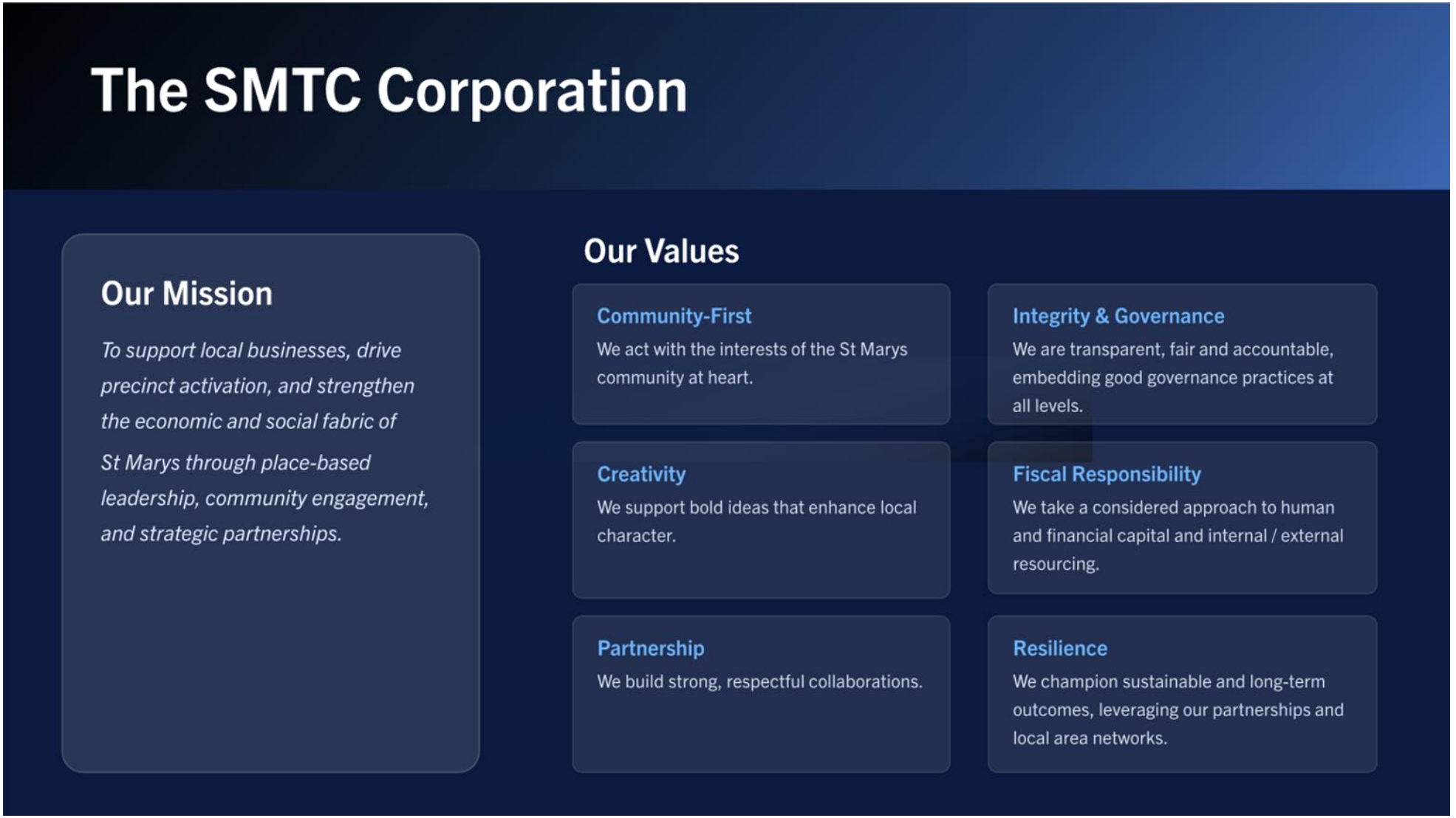
Introduction

St Marys Town Centre Limited Corporate Business Plan for 2026-2027 outlines the Corporation's key priorities and actions for the next year to help stimulate and support the growth of Town Centre businesses through a range of operational activities, events and improvement projects.

The Business Plan also identifies key components to support and develop business in St Marys Town Centre by working collaboratively with Council to support activities and projects which will meet the needs of existing and future development in the region.

One of the other main focuses is stakeholder engagement with the local businesses in St Marys and the wider region in Western Sydney.




The SMTC Corporation
Our Mission
To support local businesses, drive precinct activation, and strengthen the economic and social fabric of St Marys through place-based leadership, community engagement, and strategic partnerships.
Our Values
Community-First
We act with the interests of the St Marys community at heart.
Integrity & Governance
We are transparent, fair and accountable, embedding good governance practices at all levels.
Creativity
We support bold ideas that enhance local character.
Fiscal Responsibility
We take a considered approach to human and financial capital and internal / external resourcing.
Partnership
We build strong, respectful collaborations.
Resilience
We champion sustainable and long-term outcomes, leveraging our partnerships and local area networks.

Our Objectives

The SMTC Corporation delivers advocacy, events and programs to respond to our three core objectives, in working towards our broader mission.

Connectivity

To connect, create and capitalise on opportunities in our growing community

Prosperity

To guide, generate and deliver value for our partners

Placemaking

To make St Marys your destination at the heart of modern living

Our Region

St Marys is a suburb in Western Sydney, 45 kilometres west of the Sydney central business district and in the local government area of Penrith. St Marys sits between South Creek which forms the western boundary and Ropes Creek, its eastern boundary. It is in close proximity to Penrith City which is a major shopping and business hub in Greater Western Sydney and boasts commercial, retail and residential premises.

As Western Sydney forges ahead with major developments such as the Western Sydney International Airport and the Metro, it is fast becoming a place of growth and St Marys is well placed to take advantage of this expansion without losing its community feel.

In the Town Centre itself there is a mix of some social and low-cost housing and new developments. The demographics have shifted and the contrast for the area will be attractive to students, young families and even those in the older categories wanting to downsize and take advantage of the proximity of shops, transport and community living.

St Marys should not be characterised as the little sister to Penrith but a hub of character and activity. With mixed-use buildings that will enhance stronger neighbourhood charm with more flexibility to adapt to changing needs. The cultural diversity across the area and the range of products offered in their respective market is heightened.

The future of St Marys is now

Town Centre Business Audit

St Marys Town Centre boasts a diverse array of 331 businesses, organised into nine distinct categories.

Among these categories, the services sector accounts for the largest share, highlighting the area's emphasis on providing essential and supportive services to the community.

It is important to note that St Marys Shopping Village, which features an additional 39 businesses, operates independently and is not reflected in the data presented in the table. This distinction emphasises the vibrant commercial landscape of the St Marys area, catering to a wide range of consumer needs and preferences.

BUSINESS TYPE	%
Retail	15%
Food	16%
Hair and Beauty	9%
Health	20%
Professional Services	12%
Services	21%
Venue – Pubs/ Clubs	1%
Worship	1%
Adult Services	5%

Our Stakeholders

St Marys Town Centre has a broad range of stakeholders and can be classified into four groups as follows:-

BUSINESS	LOCAL PARTNERS	COMMUNITY	COUNCIL
Small Business Owners	Chamber of Commerce	Singles/Couples/Families/Elderly	Penrith City Council
Property Owners	Penrith CBD Corp	Indigenous Community	State Government
Investors/Developers	Universities/Schools	Migrant Community	St Marys Historical Society
Shopping Centre	NFP's/Charities	People with Disabilities	
Clubs	Sports Clubs	Religious Groups	
Industrial/Service Businesses	Leisure Centre	Community Clubs	
Out-of-Precinct Businesses			

Stakeholder engagement is arguably the most important ingredient to successful project delivery. We depend on people to respond to the outputs and benefits that are delivered. We can attempt to make people respond positively to a project, event or communication but the truth is we have no power or authority we therefore rely on engagement to achieve objectives.

St Marys Town Centre engages with stakeholders on a range of levels from networking events, community events, social media activity, email and Newsletter communication, phone calls and face to face with Town Centre businesses. Strengthening and building partnerships is also a vital ingredient in stakeholder engagement.

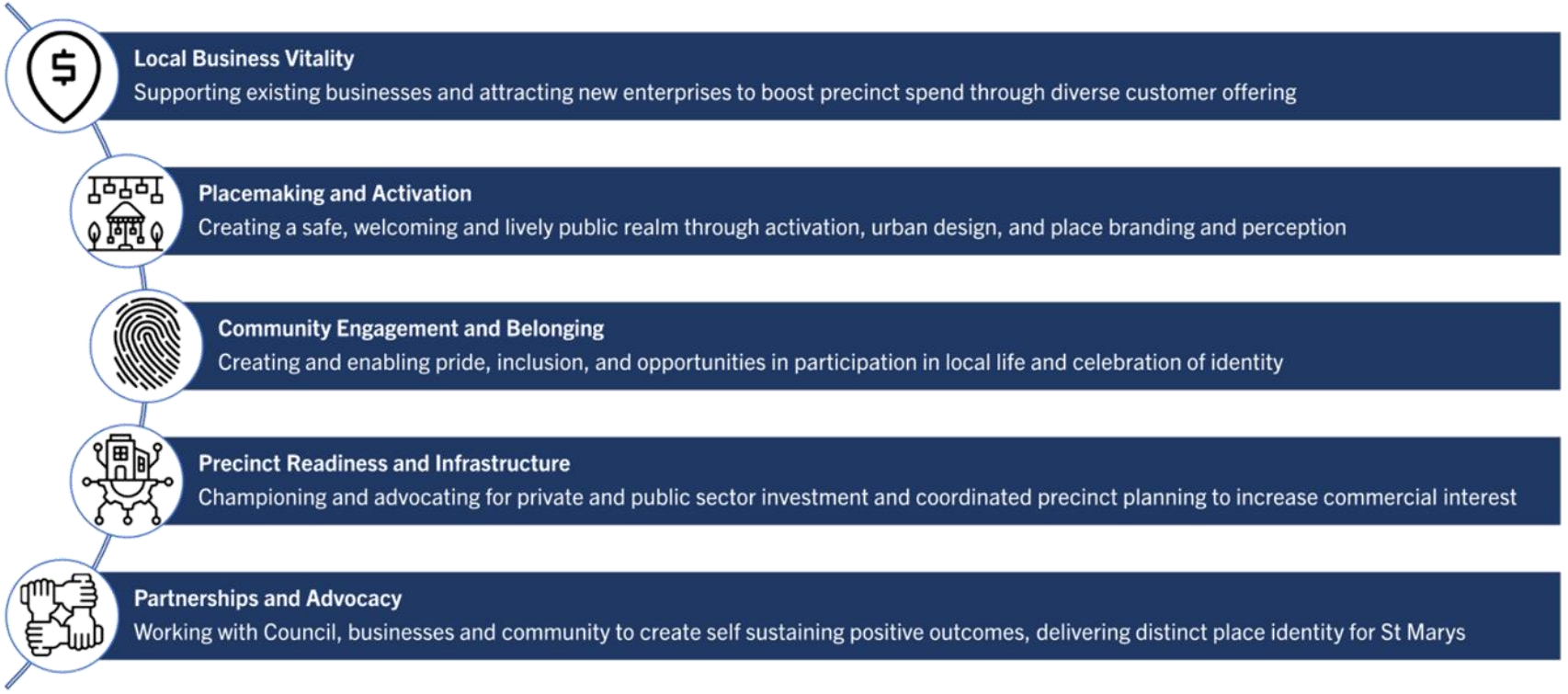
Stakeholder Engagement

Stakeholder Group	Engagement Method	Frequency	Purpose
Local Businesses and Delivery Partners	• Walkabouts • Email • Newsletter • Monthly Call	Daily On-going Monthly Monthly	Customer research User co-design Identify opportunities Understand challenges impacting local businesses
Penrith City Council	• Briefings • Annual Reporting • Business Plan updates	Monthly Annually Annually	Strategic alignment Shared funding approach
Community Groups	• Project based workshops • Events • Newsletter	As required As required As required	Co-design and deliver projects and programs that respond to the unique needs of place
Broader Public	• Social Media • Activations • Events	On-going On-going On-going	Develop sense of identity and pride in place

Projects 2026 - 2027

	Project	Objective	Measure
Placemaking	Shade Sail Project in walkway between Queen Street and East Lane.	To create a space that offers shade and a place of connectivity and social engagement.	Installation and completion. Community satisfaction.
	Continue to work with business and property owners to rejuvenate old and tired buildings.	A better overall appeal of the Town Centre to help attract investment and development to the area.	Assist a minimum of 10 businesses/property owners in 2025-2026 and 2026-2027
	Identify potential sites with Council for murals and art installations.	Create a more attractive and ascetically pleasing urban environment.	This will encourage place appeal. Resulting in engagement and visitation.
Prosperity	Create a membership offering to engage the business community and drive growth through networks.	To have Town Centre businesses as well as those in the wider St Marys area connected with St Marys Town Centre.	To increase awareness of the Town Centre, better business offerings as a group and increased income.
	Diversify investment and development in the area with a focus on unique retail and mixed-use opportunities.	To increase the business mix to add variety and interest to the community.	Collaborate with Real Estate Agents and actively source out unique retail opportunities.
	Develop Precinct Pulse Dashboard, to visualise feedback and trends captured during the bi-annual business sentiment survey	Gather clear understanding of business sentiment and trends amongst local businesses, from which STMCC can develop responsive programs and projects	Data justification for strategic direction and program development
Connectivity	Build the profile of St Marys within and outside Western Sydney to actively encourage investment, development and visitation.	To create a recognised and visible brand for the Town Centre.	Increased interest.
	Deliver special mini events that connect our community.	Activate Queen Street and promote local businesses.	Increased engagement.
	Annual Spring Festival	Celebrate the longevity of this event. Showcase the history and community connection.	Involvement and attendance.
	Develop Social Media Storytelling Series to spotlight local businesses, traders and community leaders across regular digital campaigns	To create a recognised and visible brand for the town centre, and spotlight unique identity of community and business offering	Increased interest, social media impressions, views and comments

5 Year Strategic Priorities



ST
MARYS
TOWN CENTRE

ST MARYS TOWN CENTRE

Annual Plan 2026/2027

St Marys Town Centre Ltd
ABN 73 162 547 275

St Marys Town Centre Board

Liz Prasad
Chairperson
Industry Expert

Faye Aboghazaleh
Deputy Chairperson
Under 25 Representative

Cassandra Ratcliffe
Secretary
Business Owner

Garion Thain
Deputy Mayor / Councillor
Penrith City Council

Alex Karavas
Business Owner

Marlene Shipley
Community Representative

Terry Hansen
Business Owner

Adrian Zussa
Business Owner

Thierry Grabara
Business Owner

Projects 2026 - 2027

	Project	Objective	Measure
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Finance 2026 / 2027

Forecast Budget:

Fixed Costs	
Payroll	$157,500
Office rent	$29,000
IT	$1,500
Banking fees	$400
Accounting	$6,000
Licences/Registrations/Subscriptions/Memberships	$5,400
Insurances	$6,500
Internet & phone	$2,000
Utilities	$2,500
Office Supplies / Expenses & Staff Amenities	$2,600
Office maintenance	$1,800
Total	**$215,200**

Finance 2026 / 2027

Forecast Budget:

Governance	
Strategic Planning	$20,000
AGM	$1,200
Board Meetings	$1,800
Total	**$23,000**

Finance 2026 / 2027

Forecast Budget:

Marketing	
Social Media	$6,000
Website	$4,300
Coffee Catch-ups	$1,800
Workshops & Training	$5,000
Advertising – Print / Online	$5,000
Total	**$22,100**

Finance 2026 / 2027

Forecast Budget:

Events	
Easter Event	$30,000
Spring Festival	$60,000
Halloween Event	$30,000
Christmas Event	$60,000
Investors Seminar	$2500
Total	**$182,500**

Finance 2026 / 2027

Forecast Budget:

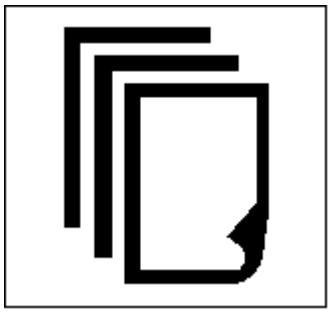
Fixed Operating Costs	Total	$215,200
Governance	Total	$23,000
Marketing	Total	$22,100
Events	Total	$182,500
	TOTAL	$442,800

Finance 2026 / 2027

Surplus Funds Budget:

		2026/2027	Delivery
Shade Sail Project	Complete outstanding work	$150,000	2026
Advertising Campaign	Promoting the Town Centre and Businesses (Social Media Content Creator)	$25,000	Ongoing
Pulse Check	Independent research consultant to engage with businesses and identify improvements, opportunities and place perception.	$15,000	Date TBC
Streetscape	Murals Façade Projects	$15,000 $20,000	Ongoing
Fundraising & Donations	Charity Events TBC	$5,000	Dates TBC
	Total	**$230,000**	

ATTACHMENTS



Date of Meeting:	Monday 29 June 2026
Report Title:	Adoption of the 2026-27 Operational Plan and the 2026-27 Fees and Charges
Attachments:	2026 Public Exhibition Report 2026-27 Budget - Changes on Exhibition 2026-27 Fees & Charges - Changes on Exhibition

Public Exhibition Report 2026

- 2025-29 Delivery Program incorporating 2026-27 Operational Plan
- 2026-27 Fees and Charges

PENRITH CITY COUNCIL

Introduction

Council recently exhibited its Draft 2025-29 Delivery Program incorporating the Draft 2026-27 Operational Plan and the Draft 2026-27 Fees and Charges.

Together these documents help guide Council's operations to understand and deliver the services and facilities our community needs, and improve Penrith as a place to live, work and visit. The documents include indicators to measure our progress, which are reported on in six monthly progress reports, the Annual Report and the State of the City Report.

The public exhibition period ran from 27 April to 25 May 2026, meeting the statutory requirement of a minimum of 28 days. During this time, community members and stakeholders across Penrith LGA were provided with an opportunity to view and provide feedback on the documents before they are considered by Council. Council received a total of 59 unique submissions, which were reviewed and responses prepared by Council officers.

Feedback focused primarily on Council's fees and charges and the proposed increase to the minimum business rate, with 57 of the 59 submissions relating to rates for 2026-27.

To maximise community awareness and participation, the exhibition was promoted through a multi-channel approach. This included a formal media release, targeted social media campaigns, and publication on Council's Your Voice Camden website.

The documents were available electronically through Council's engagement portal www.yoursaypenrith.com.au, and in hard copy for public viewing at the Civic Centre, Penrith City Library, St Marys Library and St Clair Library.

The outcomes of the exhibition, including the submissions and Council's responses, are outlined within this document.

PENRITH
CITY COUNCIL

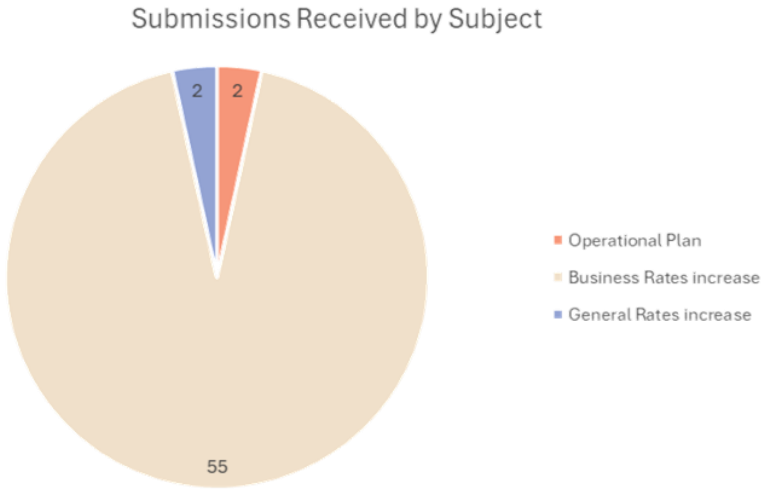
Summary of activity

The public exhibition was promoted through printed and electronic media. This included:

- Social media posts: 29, 30 April, 4, 11, 19, 22 May
- Media release: 22 May
- Mayoral Video: 4, 22 May
- Electronic Direct Mail (Our Place): 1 May
- Staff Bulletin: 28 April
- Corporate News Page briefs (Western Weekender): 7, 21 May

Council's online engagement portal recorded the following activity:

- Number of page views: 478
- Number pf unique page views: 413
- Number of downloads of the Draft 2025-29 Delivery Program incorporating the Draft 2026-27 Operational Plan: 101
- Number of downloads of the Draft 2025-26 Fees and Charges: 88
- Total number of document downloads: 189



PENRITH CITY COUNCIL

Summary of submissions

Council received 59 unique submissions following the exhibition of the Draft Delivery Program 2025-2029 incorporating the Draft 2026-27 Operational Plan and the Draft 2026-27 Fees and Charges. A summary of the issues raised in the submissions and responses, and the recommendations following their assessment by staff are included in the table below.

No.	Submission Details	Council Response	Recommendation
1	Council has received 55 submissions on the proposed 2026-27 minimum business rate. The submissions have been received from owners of units located at Astina Space, 1 David Road Emu Plains and 1-13 Leland Street, Penrith The submissions state that they have small storage units varying in size from 21m2 to 79m2, and rating values varying from $23,213 to $201,000. They provide calculations based upon the proposed 2026-27 business rates of $0.0029435 per dollar of value, ad valorem rates per unit. They include a comparison of the ad valorem rate versus Council's	Penrith City Council has utilised a minimum rate for all properties including Business properties for many decades, with available records showing it has been in place since at least 1970. Council's website has a page dedicated to information about rates which includes details on the use of a minimum business rate, as well as the thresholds of land values for which this minimum rate applies. The proposed minimum business rate for 2026-27 is $1,690.75 and will apply to all business properties where the land valuation is below $574,401. Penrith City Council has a varied mix of properties ranging from small business units like your property to large industrial warehouses covering many hectares. We also have different residential properties ranging from 1-bedroom units to large	That the submission is noted with no change to the documents as exhibited. Council will continue to review the impact on these owners in the future, including when considering future rating scenarios under the Delivering for Penrith Program.

PENRITH CITY COUNCIL

	proposed minimum business rate of $1,690.75, with differences being between 3 to 24 times higher. They understand that minimum rates are not mandatory but may be imposed by councils under section 58(1)(a) of the Local Government Act 1993 (LGA). It is a matter for each council whether minimum rates are imposed. They also include that if a council decides to impose minimum rates, the Local Government Act says they can be set at a level not exceeding a maximum level. The maximum level is set by one of two methods. The first is the maximum level set out in the Local Government (General) Regulations 2021 (LG Regulations). The second is by reference to an increase on the previous year's minimum rates. Currently, the maximum level set in section 126 of the Local Government Regulations is $639.00 per annum. They state that Council's proposed minimum rates for 2026-27 of $1,690.75 is two and half times higher than the maximum prescribed in	acreages. When considering our options for the assessment of rates we have to consider the fairness of rates on all properties. Sometimes this may mean that there are some small outlying properties where the level of rates may appear to be excessive compared to the value of the property. Ideally, in these cases the holding costs for these small properties should be considered by potential buyers as part of their due diligence. Storage Unit developments that have been strata subdivided are a fairly new concept in our area. Whilst it may be an approved use, Council does not make any assessment as to the viability of any such use. Council's ability to set different rates and/or minimum rates for certain properties within the same rating category (Residential, Business Farmland or Mining) is restricted by rating legislation. Limited options to sub-categorise Business properties with the intention of charging a certain group of properties different rates is only available for a whole centre of activity. For a centre of activity to be determined, councils must ascertain that there are significant differences to other areas in relation to access to our demand for,	

	the Local Government Regulations, and request that Council adopt the lower minimum rate $639.00 per annum affecting units.	or the cost of providing services or infrastructure to that centre of activity. In this case the area where your property is situated does not meet the criteria to be assessed differently and therefore Councils unable to modify the proposed rating structure, despite the pertinent issues you have raised.	
2	A submission was received disagreeing with a rate increase. The submission stated that Council should work within their budget and reduce costs internally and stop wasting funds by continuing to pay consultants to tell you what we already know. The submission also stated that Penrith Valley Regional Sports Centre is struggling to run a stadium and repay their multimillion-dollar loan to Council.	Rates increase for NSW councils are assessed by the Independent Pricing and Regulatory Tribunal (IPART). For 2026-27 IPART announced increases for councils ranging from 2.7% to 5.7% and Penrith City Council's assessed increase was determined to be at the lower end of this range at 3.7%. This increase is below the current CPI inflation rate to March 2026 of 4.6%. Council remains firmly committed to managing our finances responsibly and working hard to keep future rates as low as possible; while still delivering the high-quality services and infrastructure our community relies on every day. Councils engage consultants to access specialised expertise and obtain independent advice when making complex decisions. Consultants are typically brought in to provide professional services that are not available in-house, or that are only required for short-term or one-off projects.	That the submission is noted with no change to the documents as exhibited.

3	A submission was received requesting Council to budget more for their footpath program as each time they have requested this for Werrington it has not been considered. They are asking Council to invest in infrastructure that is utilised daily and will benefit the entire community. To support their submission, they have included that Council's website states that the Werrington "area is known to have a high proportion of children and working-age individuals". The submission also includes that they have no continuous footpath and therefore have no safe passage for the children, mothers pushing prams, kids riding bikes, elderly individuals with wheelchairs or walkers along with members of the community with disabilities, siting Councils DIAP.	There is a high demand for footpaths, and Council currently has requests for over 100km of new paths across the Penrith Local Government Area. These requests must be balanced against city-wide objectives and priorities, to provide a connected network of paths for pedestrians. Funding is limited and footpaths are prioritised at locations identified in the adopted Footpath Delivery Program. This program concentrates on constructing new high priority paths and missing links within the existing footpath network. These footpath projects were selected through a detailed assessment process considering a range of criteria that Council uses to assess and prioritise new footpath construction.	That the submission is noted with no change to the documents as exhibited. As the submission referred to the Werrington area, the submitter is encouraged to identify specific locations for Council to review and consider.
4	A submission was received objecting to the proposed 3.7% rate increase for the 2026-27 financial year. Instead, they are requesting a 5% reduction in Council rates.	Rates increase for NSW councils are assessed by the Independent Pricing and Regulatory Tribunal (IPART). For 2026-27 IPART announced increases for councils ranging from 2.7% to 5.7% and Penrith City Council's assessed increase was determined to be at the lower end of this range at 3.7%. This increase	That the submission is noted with no change to the documents as exhibited.

	They base their objection on the following grounds: • Asset Devaluation vs. Increased Rates: Council justifies this increase by citing the maintenance of $4.1 billion in assets. However, from a resident's perspective, the real-world value of these assets and the quality of services are effectively declining. It is mathematically inconsistent to demand more capital for assets that are not providing a proportional increase in value or utility to the community. • Currency Devaluation and Quantitative Easing: The "cost pressures" mentioned in Council's letter are a direct result of government driven inflation and the devaluation of our currency. Using rate hikes to cover the fallout of quantitative easing and broad fiscal mismanagement is a transfer of debt onto residents who had no part in those policy decisions. • Income Stagnation: While Council points to a 4.6% CPI to March 2026 to justify its "lower end" increase, most citizens do not receive a guaranteed 5% salary increase every year. They cannot	is below the current CPI inflation rate to March 2026 of 4.6%. Council remains firmly committed to managing our finances responsibly and working hard to keep future rate increases as low as possible; while still delivering the high-quality services and infrastructure our community relies on every day. In determining annual adjustments, Council applies the Independent Pricing and Regulatory Tribunal (IPART) rate peg as a consistent indexation benchmark across its Fees and Charges review to ensure transparency, equity and alignment with the cost environment faced by all NSW councils. IPART's methodology establishes an allowable increase based on independently assessed cost drivers, including the Labour Price Index, construction and infrastructure cost indices, and inflationary factors, providing an objective and regulated framework that balances community affordability with councils' obligations to maintain financial sustainability and service delivery. While it is acknowledged perceptions of declining asset value or service outcomes, it is important to note that the cost to maintain and renew Council's $4.1 billion asset base continues to rise due to	

	simply demand more money from their employer to cover their rising costs, and it is unacceptable for the Council to operate under a different set of economic rules than the people it serves. The submission states that the current management of these finances is unsustainable for the local community. They request that this feedback be included as a formal submission for the Draft 2026 27 Operational Plan. Furthermore, they expect these points to be reviewed and reported to the Ordinary Meeting of Council on 29 June 2026, where they will look forward to seeing a serious consideration of a rate reduction to reflect the actual economic reality facing Penrith residents.	market-driven factors such as materials, labour, and compliance standards, irrespective of accounting valuations. Similarly, while broader economic influences, including inflation, place pressure on households, they also directly increase Council's operating costs, which the IPART framework is designed to capture in a measured and independent manner; applying this index uniformly ensures Council does not impose arbitrary or disproportionate increases across its revenue streams. Council also recognises that income growth varies across the community and continues to provide hardship provisions. Hence, the Council offers flexible payment arrangements to support residents experiencing financial difficulty for rates. A reduction in revenue of the scale proposed would have a material impact on Council's ability to maintain essential infrastructure, meet statutory obligations, and deliver services to the standard expected by the community, potentially leading to greater long-term costs or service reductions.	

5.	A late submission was received on 29 May 2026. The submission was objecting to the inadequate treatment of heritage within the draft 2025-29 Delivery Program and draft 2026-27 Operational Plan, highlighting the absence of a strategic framework to guide heritage management across the Penrith Local Government Area. The submission detailed that in its current form, the documents fail to demonstrate a sufficient understanding of heritage as a critical component of place-making, statutory planning, and community identity. The submission included the following specific points; • Absence of a Strategic Heritage Framework The documents contain no reference to a current or proposed Heritage Strategy for Penrith City Council, nor does it acknowledge or align with the NSW Government's Heritage Strategy. This omission represents a	It is noted that while heritage initiatives are not specifically referenced in the draft 2026-27 Operational Plan, Council's treatment of heritage matters is inherently built into our approach to strategic planning across the city including: • Local Strategic Planning Statement (LSPS), which is Council's current overarching strategic planning document for heritage planning, *Planning Priority 8: Recognise and celebrate our heritage* (PP8). This incorporates actions to review mapping and planning and development controls to protect natural and cultural heritage landscapes and update the Penrith Heritage Study, including our modern architecture • assessment of planning proposals, (rezoning proposals and new release area planning) • maintaining and updating planning information including heritage notations (Council's property database and Section 10.7 certificates) • proactively taking steps to ensure heritage items and places are captured in our Local Environmental Plan (LEP) • how we respond to updates to State Government policies and legislation	The submission is noted and recommendation is to add 2 additional actions to the 2026-27 Operational Plan; • 3.2.3f Provide timely heritage advice • 3.2.3g Deliver Heritage Assistance Funding Program

	significant and unacceptable gap in strategic planning. Effective heritage management requires a clear, coordinated framework that integrates local priorities with State-level policy. Without such alignment, there is a substantial risk of fragmented decision-making, inconsistent outcomes, and the incremental erosion of heritage values. • Systemic Under-resourcing of Heritage Management Heritage management within Penrith City Council appears to remain critically under-resourced, relying primarily on a Development Assessment planner, supplemented only intermittently by external consultancy input. For a local government area of Penrith's size and complexity—comprising a significant number of heritage-listed items—this resourcing model is demonstrably inadequate. It: • Limits the capacity for proactive heritage planning and strategic oversight • Places inappropriate and unsustainable pressure on development assessment processes • Undermines the quality and consistency of heritage advice and decision-making	Council continues to develop and evolve strategies, effectively rebuilding the strategic planning framework for Penrith. These city-shaping strategies will reflect the community's aspirations outlined in the Penrith LSPS. Council's 2025-35 Resourcing Strategy outlines the resources needed to meet the community's aspirations for the City. It is an integrated approach to Council's resource planning, highlighting the interdependencies of our assets, people and finance management and demonstrates how we'll ensure we have the capacity to deliver on the principal activities and actions identified in the 2025-29 Delivery Program and the next four years of operational plans. It is acknowledged that Council does not currently have dedicated resources specific for heritage management only. Rather it is resourced as an important component of work by relevant teams of planners, building surveyors and administrative staff with relevant expertise in providing advice, assessing applications and/or plan making guided by Council's engaged heritage consultants, Heritage Advisory Committee and legal officers where required.	

	• Lack of Accountability for Council-Owned Heritage Assets Penrith City Council is itself the custodian of numerous heritage-listed assets. However, the documents provide no meaningful detail regarding how these assets are managed. In particular, the document does not address: • Whether Conservation Management Plans (CMPs) exist for Council-owned heritage items • Whether these plans are current, implemented, or monitored • Whether these assets are being adequately maintained • Whether their use supports or undermines their heritage significance This lack of transparency raises serious concerns regarding accountability and leadership. Council cannot credibly advocate for heritage protection across the LGA while failing to demonstrate best-practice stewardship of its own assets. • Failure to Demonstrate Capacity to Meet Legislative Obligations In its current form, the documents do not demonstrate how Council will meet its	Council's 2025-35 Resourcing Strategy also includes Council's Building Asset Management Plan, which develops a strategic framework for the maintenance and renewal of buildings and other structures and provides an agreed level of service in the most effective manner. The assets covered by the Asset Management Plan include Council's historical buildings. Council's statutory obligations for heritage in development assessment are primarily enshrined in our LEP, Penrith Development Control Plan 2014 (DCP) and under State Environmental Planning Policy (Precincts – Western Parkland City) 2021. Our obligations under relevant legislation are met through assessing applications against these policies and in plan making through planning proposals. While the Heritage Advisory Service plays an important function in informing draft 2026-27 Operational Plan actions 3.2.3d – *Assess and determine development applications* and 3.2.3e - *Respond to stakeholders for other developments*, it is acknowledged that it and the Heritage Assistance Fund are not directly specified in the	

	statutory obligations under: • Environmental Planning and Assessment Act 1979 • National Parks and Wildlife Act 1974 • Applicable State Environmental Planning Policies (SEPPs) These legislative frameworks impose clear requirements for the identification, assessment, and management of: • Aboriginal cultural heritage • Built heritage • Historical archaeology Given the acknowledged resourcing limitations and the absence of a strategic framework, it is not credible that these obligations can be consistently or adequately fulfilled. This exposes Council to significant compliance risks and undermines the integrity of the planning framework. In summary, the draft 2025-29 Delivery Program and draft 2026-27 Operational Plan, as currently drafted, fails to provide a robust, strategic, or adequately resourced foundation for heritage management in Penrith. Heritage is treated superficially rather than as an integral component of planning,	Draft Operational Plan. Council acknowledges that the proactive work Council undertakes as an ongoing commitment to heritage conservation through the Heritage Assistance Fund and the Heritage Advisory Service could be better recognised and reflected in the Operation Plan. To address this. an additional 2 actions are now recommended to be included in the 2026-27 Operational Plan; • *3.2.3f Provide timely heritage* • *3.2.3g Deliver Heritage Assistance Funding Program* Current 2026-27 Operational Plan action: 3.2.1d -*Maintain a contemporary planning framework through the Local Environmental Plan and Development Control Plan* provides for plan making which will continue to be guided by the LSPS. Planning Proposals are used to amend the Penrith Local Environmental Plan 2010 (LEP). The Department of Planning, Housing and Infrastructure's LEP plan-making guideline sets out what a Planning Proposal must include. This includes identifying any impacts on non-Aboriginal heritage items and places, as well as Aboriginal cultural heritage. When assessing a Planning Proposal, Council considers heritage	

	infrastructure, and growth. Accordingly, I strongly recommend that the documents be revised to include: • The development and implementation of a comprehensive Heritage Strategy aligned with the NSW Government framework • A clear and adequately funded resourcing model for heritage management • Transparent reporting and accountability for Council-owned heritage assets • A demonstrable approach to meeting all relevant legislative obligations Without these measures, the document does not meet the standard expected of a planning framework for a local government area of this scale and significance.	impacts, consistency with State Environmental Planning Policies and Local Planning Directions, and alignment with Council's LSPS Planning Priority PP8. As reported at the Ordinary Meeting of 8 December 2025, Council are undertaking a comprehensive review of the Penrith LEP 2010 and Penrith DCP 2014. Exhibition of the first stage of the LEP and DCP review closed on 12 May 2026. This stage included minor updates to certain heritage items to ensure the LEP is up to date and remains contemporary. The comprehensive review of the DCP will include the Culture and Heritage chapter.	

Attachment 2

2026-27 Operational Plan Budget - Proposed Amendments to Exhibited Document

Description	Capital Expenditure Increase/ (Decrease) $	Operational Expenditure Increase/ (Decrease) $	Income Increase/ (Decrease) $	Reserve Funding Increase/ (Decrease) $	Net Budget Position Increase/ (Decrease) $	Comment
Budget Variations- General						
Non Domestic Waste-Sullage		50,000			(50,000)	Revised estimates for water & sewerage rates charged by Sydney Water
Domestic Waste		47,000		(47,000)	0	Minor revisions to estimates for a number of expenditure items for Domestic Waste
Domestic Waste Model				(101,053)	101,053	Domestic Waste Model Balancing
Community Facilities & Recreation Software Maintenance		50,000	(19,610)	(30,390)	0	The CivicPlay Software maintenance costs are part funded from Reserve and Rec and Leisure income.
Election Reserve				(415,152)	415,152	Transfer to Election reserve adjusted to amount required to meet target balance in time for the next Local Government Election
CCTV Drainage Investigation		(60,000)		60,000	0	Reduction to budgeted expenditure reflects the revised projection of costs to complete the project
Corporate Strategy and Planning Projects - Staff Engagement		50,000			(50,000)	Additional ongoing funding of $50,000 to deliver the Strategic Staff Engagement Program
Flood reports income			(50,000)		50,000	Revised estimates for income based on the numbers of flood certificates and flood models issued in recent years.
Strategic Research and Planning		62,000		(62,000)	0	Budget for Strategic Research and Planning from the Community Strategic Plan reserve in line with revised estimates.
Property Investment Model				(61,233)	61,233	Property Investment Model Balancing
Erskine Park Reinvestment Project Income			(6,564,800)	6,564,800	0	Forecast sales income for Ersking Park Reinvestment Project
Erskine Park Reinvestment Project Expenditure	647,059			(647,059)	0	Expenditure for Erskine Park Reinvestment Project
Property Investment Income			(317,521)	317,521	0	Adjustment to Property Portfolio Income
Employment Planning (St Marys City Centre and Penrith City Centre)		36,034			(36,034)	Reflects the continuation of the subsidies paid to Penrith CBD Corporation and the St Marys Town Centre Corporation funded by Business Sub-category rates
Emergency Services Levy Contribution		398,510			(398,510)	Increased budget to align with the Emergency Services Levy Contribution Assessment Notice - Fire and Rescue NSW
Cumberland Plain Improvement Project		65,531	(65,531)		0	This budget reflects the final milestone of the bushland regeneration component of the Western Sydney Infrastructure Grant program (WSIG), under the wider Nursery Upgrade project.
Glenmore Park Child and Family Playspace Upgrade (LSCA)	55,000			(55,000)	0	An additional $55,000 allocated from reserve in order to address limited tender responses caused by current budget constraints for this project which is part funded by the NSW Governments Local Small Commitments Allocation (LSCA) program . The increased budget will enable improved play elements that better cater to both older children and toddlers, delivering a safer, more engaging and inclusive facility.
Parker Street Reserve Upgrade	215,000			(215,000)	0	Parker Street Reserve Upgrade project which is significantly funded through the Western Sydney Infrastructure Grant Program (WSIG) requires additional funding from internal reserves to support the delivery of the Car-park works and ensure that the project maintains sufficient contingency.

Our Place Community Newsletter		42,386			(42,386)	The budget adjustment for the Our Place Community Newsletter is based on an interim procurement arrangement, with an estimated cost of $84,772 across four releases, two of which fall within the 2026-27 financial year . Final costs will vary based on print and distribution volumes. A longer term procurement process will be undertaken during 2026-27 to improve pricing certainty and value for money.
Westinvest - 21 Playspaces Program	600,000		(600,000)		0	Increase budget to align with phased program.
New Assets Maintenance		215,138			(215,138)	Revised allocation for new assets based on updated asset data and hand-over timing
Asset Maintenance Expenditure		(117,000)			117,000	Change of funding for Children's Services asset maintenance costs
Children's Services Asset Maintenance		117,000		(117,000)	0	Change of funding for Children's Services asset maintenance costs
Protecting Platypus – Jerrys Creek Biodiversity and Stormwater		31,600		(31,600)	0	Adjustment to reflect approved variation for Urban Rivers and Catchments Program grant
Street Lighting Electricity Charges		(155,901)			155,901	Street Lighting Electricity Charges adjusted to reflect revised estimates for 2026-27 costs
Valuation Fees		50,000			(50,000)	Building revaluations will be required to occur in the 26-27 year in accordance with Councils established accounting practices
Employee Engagement Survey		90,000			(90,000)	Allocation to facilitate an Employee Engagement Survey program
Rates Income			(300,000)		300,000	Reflects 2025-26 valuation objections that will be recovered in 2026-27 as permissible income
Cook Park Amenity Building & Grandstand Upgrade	(7,665,187)			7,665,187	0	Reduction to $5,500,000 to align with the latest estimates of project phasing
Dunheved Road Upgrade	(23,900,000)		23,900,000		0	Reduction to $9,900,000 to align with the latest estimates of project phasing
Nursery Upgrade and Cumberland Plain Improvement Project	321,391		(321,391)		0	Introduce budget of $321,391 to align with the latest estimates of project phasing
St Marys Central Park	(1,672,006)		1,672,006		0	Reduction to $11,000,000 to align with the latest estimates of project phasing
Employee Costs		755,398		(929,614)	174,216	Adjustments to reflect current employee costs including temporary positions, and corrections to funding sources
Minor Variations	18,725	27,010	(9,303)	(20,020)	(16,412)	Various minor adjustments
RAR Bids						
One off projects		955,000		(955,000)	0	One-off high-priority projects approved through the 26-27 Resource Allocation process
Council Decisions						
PVRSC Loan repayments			81,658	(45,526)	(36,132)	adjust budget to reflect delayed commencement of loan repayments per item 3, 20 April 26 Ordinary Meeting
Factory Road Regentville - Construction of Shared User Path Additional Co-contribution	32,500			(32,500)	0	Additional funding allocated to Factory Road Shared Path Project from Traffic and Transport Planning, which is a Council co-contribution to the project costs. Per item 17, 23 March 2026 Ordinary meeting
Coreen Avenue Shared Path	774,000		(774,000)		0	Establishing Coreen Ave Shared Path project funded by Transport for NSW Get NSW Active Program. Per item 9, 30 June 2025 Ordinary Meeting
PVRSC Mediation		25,000		(25,000)	0	50% of Funds allocated for the purposes of conducting mediation as per Ord Meeting 20 Apr 26 Item 3 are anticipated to be required in the 26-27 financial year.
2025-26 Blackspot Program Hobart St & Melbourne St, Oxley Park	220,000		(220,000)		0	Establishing 2025-26 Blackspot Program project budget funded by Transport for NSW. Per item 4, 2 February 2026 Ordinary Meeting
2025-26 Blackspot Program Lethbridge St, Penrith	260,000		(260,000)		0	Establishing 2025-26 Blackspot Program project budget funded by Transport for NSW. Per item 4, 2 February 2026 Ordinary Meeting
2025-26 Blackspot Program Seventh Ave & Terrybrook Rd, Llandilo	432,500		(432,500)		0	Establishing 2025-26 Blackspot Program project budget funded by Transport for NSW. Per item 4, 2 February 2026 Ordinary Meeting
2025-26 Blackspot Program Greygums Rd, Cranebrook	529,000		(529,000)		0	Establishing 2025-26 Blackspot Program project budget funded by Transport for NSW. Per item 4, 2 February 2026 Ordinary Meeting
2025-26 Blackspot Program Victoria St, Burton St & Lethbridge Ave, Werrington	195,600		(195,600)		0	Establishing 2025-26 Blackspot Program project budget funded by Transport for NSW. Per item 4, 2 February 2026 Ordinary Meeting

New Projects						
Caring for Country Teresa James Reserve 2025-26		27,874	(27,874)		0	Establishing 2025-26 Caring for Country Greater Sydney Local Land Services (GSLLS) Teresa James project
Revotes from 2025-26 March Quarterly Review						
Capital Projects	21,307,038		(6,751,588)	(14,555,450)	0	March QR Revotes adopted by Council
Operational Projects		21,339		(21,339)	0	March QR Revotes adopted by Council
				Cash Budget Position on Exhibition	(2,536,647)	per Draft budget
				Total Proposed amendments to Net Budget Position	389,943	
				Revised Cash Budget Surplus/(Deficit) as at 30 June 2027	(2,146,704)	*Final*

Attachment 3

2026-27 Fees & Charges - Changes on Exhibition

Page Ref	Fee/Charge	2026-27 Fee	Condition	Price Code	Type of Change	Details
City Planning | Planning Certificates						
11	Section 10.7(2) Certificate	$73.00		STAT	Updated Staturory Fee per Environmental Planning and Assessment Regulation 2021	Statutory Fee increased per Schedule 4 (Part 1) of the Environmental Planning and Assessment Regulation 2021
11	Full Certificate Section 10.7(2) and 10.7(5)	$184.00		STAT	Updated Staturory Fee per Environmental Planning and Assessment Regulation 2021	Statutory Fee increased per Schedule 4 (Part 1) of the Environmental Planning and Assessment Regulation 2021
11	Section 10.8 Document	$73.00		STAT	Updated Staturory Fee per Environmental Planning and Assessment Regulation 2021	Statutory Fee increased per Schedule 4 (Part 1) of the Environmental Planning and Assessment Regulation 2021
Development Applications | Development Applications						
31	Development not involving the erection of a building, the carrying out of a work, the subdivision of land or the demolition of a work or building	$395.00		STAT	Updated Staturory Fee per Environmental Planning and Assessment Regulation 2021	Statutory Fee increased per Schedule 4 of the Environmental Planning and Assessment Regulation 2021
31	Development application fee for erection of a dwelling with an estimated development cost, including GST, of $100,000 or less	$631.00	Notification, advertising and other fees may also be applicable. 5.32 Fee Unit	STAT	Updated Staturory Fee per Environmental Planning and Assessment Regulation 2021	Statutory Fee increased per Schedule 4 of the Environmental Planning and Assessment Regulation 2021
31	Advertising Signage	$395.00		STAT	Updated Staturory Fee per Environmental Planning and Assessment Regulation 2021	Statutory Fee increased per Schedule 4 of the Environmental Planning and Assessment Regulation 2021
31	Application for Designated Development	$1,276.00		STAT	Updated Staturory Fee per Environmental Planning and Assessment Regulation 2021	Statutory Fee increased per Schedule 4 of the Environmental Planning and Assessment Regulation 2021
31	Administrative processing fee for integrated development or applications requiring concurrence	$194.00		STAT	Updated Staturory Fee per Environmental Planning and Assessment Regulation 2021	Statutory Fee increased per Schedule 4 of the Environmental Planning and Assessment Regulation 2021
31	Referral to the Design Panel for advice during assessment (applications for residential apartment development)	$4,159.00	Per referral to a maximum as prescribed by the EP&A Regulation 2021. Applicable to development applications and modifications under s4.55 and s4.56 of the EP&A Act 1979. 1.29 Fee Unit	STAT	Updated Staturory Fee per Environmental Planning and Assessment Regulation 2021	Statutory Fee increased per Schedule 4 of the Environmental Planning and Assessment Regulation 2021
Development Applications | Development Applications | Development Application Fee (based on estimated development cost including GST)						
31	Less than $5,000	$153.00		STAT	Updated Staturory Fee per Environmental Planning and Assessment Regulation 2021	Statutory Fee increased per Schedule 4 of the Environmental Planning and Assessment Regulation 2021
31	$5,001 – $50,000	$235.00	Plus an additional $3 for each $1,000 (or part of $1,000) by which the estimated cost exceeds $5,000. Notification, advertising and other fees may also be applicable. 1.98 Fee Unit	STAT	Updated Staturory Fee per Environmental Planning and Assessment Regulation 2021	Statutory Fee increased per Schedule 4 of the Environmental Planning and Assessment Regulation 2021

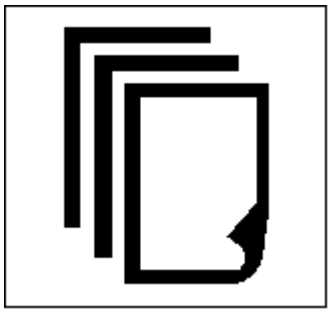
Page Ref	Fee/Charge	2026-27 Fee	Condition	Price Code	Type of Change	Details
32	$50,001 – $250,000	$488.00	Plus an additional $3.64 for each $1,000 (or part of $1,000) by which the estimated cost exceeds $50,000. Notification, advertising and other fees may also be applicable. 4.12 Fee Unit	STAT	Updated Staturory Fee per Environmental Planning and Assessment Regulation 2021	Statutory Fee increased per Schedule 4 of the Environmental Planning and Assessment Regulation 2021
32	$250,001 – $500,000	$1,608.00	Plus an additional $2.34 for each $1,000 (or part of $1,000) by which the estimated cost exceeds $250,000). Notification, advertising and other fees may also be applicable. 13.56 Fee Unit	STAT	Updated Staturory Fee per Environmental Planning and Assessment Regulation 2021	Statutory Fee increased per Schedule 4 of the Environmental Planning and Assessment Regulation 2021
32	$500,001 – $1,000,000	$2,420.00	Plus an additional $1.64 for each $1,000 (or part of $1,000) by which the estimated cost exceeds $500,000. Notification, advertising and other fees may also be applicable. 20.41 Fee Unit	STAT	Updated Staturory Fee per Environmental Planning and Assessment Regulation 2021	Statutory Fee increased per Schedule 4 of the Environmental Planning and Assessment Regulation 2021
32	$1,000,001 – $10,000,000	$3,625.00	Plus an additional $1.44 for each $1,000 (or part of $1,000) by which the estimated cost exceeds $1,000,000. Notification, advertising and other fees may also be applicable. 30.58 Fee Unit	STAT	Updated Staturory Fee per Environmental Planning and Assessment Regulation 2021	Statutory Fee increased per Schedule 4 of the Environmental Planning and Assessment Regulation 2021
32	More than $10,000,000	$22,009.00	Plus an additional $1.19 for each $1,000 (or part of $1,000) by which the estimated cost exceeds $10,000,000. Notification, advertising and other fees may also be applicable. 185.65 Fee Unit	STAT	Updated Staturory Fee per Environmental Planning and Assessment Regulation 2021	Statutory Fee increased per Schedule 4 of the Environmental Planning and Assessment Regulation 2021
Development Applications | Development Applications | Development Application for Subdivision of Land						
32	Subdivision involving opening of a public road	$921.00	Plus $65 for each additional lot created by the subdivision. Notification, advertising and other fees may also be applicable. 7.77 Fee Unit	STAT	Updated Staturory Fee per Environmental Planning and Assessment Regulation 2021	Statutory Fee increased per Schedule 4 of the Environmental Planning and Assessment Regulation 2021
32	Subdivision not involving opening of a public road	$458.00	Plus $53 for each additional lot created by the subdivision. Notification, advertising and other fees may also be applicable. 3.86 Fee Unit	STAT	Updated Staturory Fee per Environmental Planning and Assessment Regulation 2021	Statutory Fee increased per Schedule 4 of the Environmental Planning and Assessment Regulation 2021
32	Strata subdivision	$458.00	Plus $65 for each additional lot created by the subdivision. Notification, advertising and other fees may also be applicable. 3.86 Fee Unit	STAT	Updated Staturory Fee per Environmental Planning and Assessment Regulation 2021	Statutory Fee increased per Schedule 4 of the Environmental Planning and Assessment Regulation 2021
Development Applications | Development Applications | Modification of Consent under s4.55 or s4.56 Environmental Planning and Assessment Act						
33	Modification of consent involving minor error, misdescription, or miscalculation under S4.55(1) of EP&A Act 1979	$98.00	Notification, advertising and other fees may also be applicable. 0.83 Fee Unit	STAT	Updated Staturory Fee per Environmental Planning and Assessment Regulation 2021	Statutory Fee increased per Schedule 4 of the Environmental Planning and Assessment Regulation 2021
33	Modification of consent involving minimal environmental impact (in the opinion of the consent authority) under s4.55(1A) or s4.56(1) of the EP&A Act 1979	$894.00	Or 50% of the original development application fee, whichever is less. Notification, advertising and other fees may also be applicable. 7.54 Fee Unit	STAT	Updated Staturory Fee per Environmental Planning and Assessment Regulation 2021	Statutory Fee increased per Schedule 4 of the Environmental Planning and Assessment Regulation 2021

Page Ref	Fee/Charge	2026-27 Fee	Condition	Price Code	Type of Change	Details
33	Additional fee for modification application that is accompanied by statement of qualified designer	$1,054.00	8.89 Fee Unit	STAT	Updated Staturory Fee per Environmental Planning and Assessment Regulation 2021	Statutory Fee increased per Schedule 4 of the Environmental Planning and Assessment Regulation 2021
Development Applications | Development Applications | Modification of Consent under s4.55 or s4.56 Environmental Planning & Assessment Act (Not of minimal environmental impact)						
33	Modification of consent under s4.55(2) or s4.56(1) of the EP&A Act 1979 for which the original development was the erection of a dwelling house with estimated development cost, including GST, of $100,000 or less	$263.00	Notification, advertising and other fees may also be applicable. 2.22 Fee Unit	STAT	Updated Staturory Fee per Environmental Planning and Assessment Regulation 2021	Statutory Fee increased per Schedule 4 of the Environmental Planning and Assessment Regulation 2021
Development Applications | Development Applications | Modification of Consent under s4.55 or s4.56 Environmental Planning and Assessment Act (not of minimal environmental impact) (based on estimated development cost including GST)						
33	Up to $5,000	$76.00	Notification, advertising and other fees may also be applicable. 0.64 Fee Unit	STAT	Updated Staturory Fee per Environmental Planning and Assessment Regulation 2021	Statutory Fee increased per Schedule 4 of the Environmental Planning and Assessment Regulation 2021
33	$5,001 - $250,000	$117.00	Plus an additional $1.50 for each $1,000 (or part of $1,000) by which the estimated cost exceeds $5,000. Notification, advertising and other fees may also be applicable. 0.99 Fee Unit	STAT	Updated Staturory Fee per Environmental Planning and Assessment Regulation 2021	Statutory Fee increased per Schedule 4 of the Environmental Planning and Assessment Regulation 2021
33	$250,001 - $500,000	$694.00	Plus an additional $0.85 for each $1,000 (or part of $1,000) by which the estimated cost exceeds $250,000. Notification, advertising and other fees may also be applicable. 5.85 Fee Unit	STAT	Updated Staturory Fee per Environmental Planning and Assessment Regulation 2021	Statutory Fee increased per Schedule 4 of the Environmental Planning and Assessment Regulation 2021
34	$500,001 - $1,000,000	$988.00	Plus an additional $0.50 for each $1,000 (or part of $1,000) by which the estimated cost exceeds $500,000. Notification, advertising and other fees may also be applicable. 8.33 Fee Unit	STAT	Updated Staturory Fee per Environmental Planning and Assessment Regulation 2021	Statutory Fee increased per Schedule 4 of the Environmental Planning and Assessment Regulation 2021
34	$1,000,001 - $10,000,000	$1,368.00	Plus an additional $0.40 for each $1,000 (or part of $1,000) by which the estimated cost exceeds $1,000,000. Notification, advertising and other fees may also be applicable. 11.54 Fee Unit	STAT	Updated Staturory Fee per Environmental Planning and Assessment Regulation 2021	Statutory Fee increased per Schedule 4 of the Environmental Planning and Assessment Regulation 2021
34	More than $10,000,000	$6,568.00	Plus an additional $0.27 for each $1,000 (or part of $1,000) by which the estimated cost exceeds $10,000,000. Notification, advertising and other fees may also be applicable. 55.40 Fee Unit	STAT	Updated Staturory Fee per Environmental Planning and Assessment Regulation 2021	Statutory Fee increased per Schedule 4 of the Environmental Planning and Assessment Regulation 2021
Development Applications | Development Applications | Review of Determination under s8.2 of the Environmental Planning and Assessment Act including GST)						
34	Application under s8.3 of the EP&A Act 1979 for review of determination for erection of dwelling house with estimated development cost, including GST, of $100,000 or less	$263.00	Notification, advertising and other fees may also be applicable. 2.22 Fee Unit	STAT	Updated Staturory Fee per Environmental Planning and Assessment Regulation 2021	Statutory Fee increased per Schedule 4 of the Environmental Planning and Assessment Regulation 2021

Page Ref	Fee/Charge	2026-27 Fee	Condition	Price Code	Type of Change	Details
Development Applications | Development Applications | Review of Determination under s8.2 of the Environmental Planning and Assessment Act (based on estimated development cost including GST)						
34	Up to $5,000	$76.00	Notification, advertising and other fees may also be applicable. 0.64 Fee Unit	STAT	Updated Staturory Fee per Environmental Planning and Assessment Regulation 2021	Statutory Fee increased per Schedule 4 of the Environmental Planning and Assessment Regulation 2021
34	$5,001 – $250,000	$119.00	Plus $1.50 for each $1,000 (or part of $1,000) by which the estimated cost exceeds $5,000. Notification, advertising and other fees may also be applicable. 1.00 Fee Unit	STAT	Updated Staturory Fee per Environmental Planning and Assessment Regulation 2021	Statutory Fee increased per Schedule 4 of the Environmental Planning and Assessment Regulation 2021
34	$250,001 – $500,000	$694.00	Plus $0.85 for each $1,000 (or part of $1,000) by which the estimated cost exceeds $250,000. Notification, advertising and other fees may also be applicable. 5.85 Fee Unit	STAT	Updated Staturory Fee per Environmental Planning and Assessment Regulation 2021	Statutory Fee increased per Schedule 4 of the Environmental Planning and Assessment Regulation 2021
35	$500,001 – $1,000,000	$988.00	Plus $0.50 for each $1,000 (or part of $1,000) by which the estimated cost exceeds $500,000. Notification, advertising and other fees may also be applicable. 8.33 Fee Unit	STAT	Updated Staturory Fee per Environmental Planning and Assessment Regulation 2021	Statutory Fee increased per Schedule 4 of the Environmental Planning and Assessment Regulation 2021
35	$1,000,001 – $10,000,000	$1,368.00	Plus $0.40 for each $1,000 (or part of $1,000) by which the estimated cost exceeds $1,000,000. Notification, advertising and other fees may also be applicable. 11.54 Fee Unit	STAT	Updated Staturory Fee per Environmental Planning and Assessment Regulation 2021	Statutory Fee increased per Schedule 4 of the Environmental Planning and Assessment Regulation 2021
35	More than $10,000,000	$6,568.00	Plus $0.27 for each $1,000 (or part of $1,000) by which the estimated cost exceeds $10,000,000. Notification, advertising and other fees may also be applicable. 55.40 Fee Unit	STAT	Updated Staturory Fee per Environmental Planning and Assessment Regulation 2021	Statutory Fee increased per Schedule 4 of the Environmental Planning and Assessment Regulation 2021
Development Applications | Development Applications | Review of Determination under s8.2 of the Environmental Planning and Assessment Act (based on estimated development cost including GST)						
35	Less than $100,000	$76.00	0.64 Fee Unit	STAT	Updated Staturory Fee per Environmental Planning and Assessment Regulation 2021	Statutory Fee increased per Schedule 4 of the Environmental Planning and Assessment Regulation 2021
35	$100,000 - $1,000,000	$207.00	1.75 Fee Unit	STAT	Updated Staturory Fee per Environmental Planning and Assessment Regulation 2021	Statutory Fee increased per Schedule 4 of the Environmental Planning and Assessment Regulation 2021
35	More than $1,000,000	$346.00	2.92 Fee Unit	STAT	Updated Staturory Fee per Environmental Planning and Assessment Regulation 2021	Statutory Fee increased per Schedule 4 of the Environmental Planning and Assessment Regulation 2021

Page Ref	Fee/Charge	2026-27 Fee	Condition	Price Code	Type of Change	Details
Development Applications | Development Applications | Review of Determination under s8.2 of the Environmental Planning and Assessment Act (based on estimated development cost including GST)						
36	Advertising application for nominated integrated development, threatened species development, Class 1 aquaculture development, prohibited development, or development for which a community participation plan requires notice to be given	$1,532.00	Advertising application for nominated integrated development, threatened species development, Class 1 aquaculture development, prohibited development, or development which a community participation plan requires notice to be given. 12.92 Fee Unit	STAT	Updated Staturory Fee per Environmental Planning and Assessment Regulation 2021	Statutory Fee increased per Schedule 4 of the Environmental Planning and Assessment Regulation 2021
36	Advertising application for modification of development consent (as defined in s4.55 or s4.56 of the EP&A Act 1979)	$922.00	Per advertisement. Amendments to development proposals requiring readvertisement will be at the cost of the applicant. 7.78 Fee Unit	STAT	Updated Staturory Fee per Environmental Planning and Assessment Regulation 2021	Statutory Fee increased per Schedule 4 of the Environmental Planning and Assessment Regulation 2021
37	Advertising application for review of determination under s8.3 of the EP&A Act 1979	$859.00	7.25 Fee Unit	STAT	Updated Staturory Fee per Environmental Planning and Assessment Regulation 2021	Statutory Fee increased per Schedule 4 of the Environmental Planning and Assessment Regulation 2021
37	Advertising application for designated development (as defined in s4.10 of the EP&A Act 1979)	$3,078.00	Amendments to development proposals requiring readvertisement will be at the cost of the applicant. 25.96 Fee Unit	STAT	Updated Staturory Fee per Environmental Planning and Assessment Regulation 2021	Statutory Fee increased per Schedule 4 of the Environmental Planning and Assessment Regulation 2021
Development Applications | Development Applications | Review of Determination under s8.2 of the Environmental Planning and Assessment Act (based on estimated development cost including GST)						
37	Advertising Voluntary Planning Agreement	$1,532.00	Per advertisement. Amendments to proposed planning agreements requiring readvertisement will be at the cost of the applicant. 12.92 Fee Unit	STAT	Updated Staturory Fee per Environmental Planning and Assessment Regulation 2021	Statutory Fee increased per Schedule 4 of the Environmental Planning and Assessment Regulation 2021
37	Re-advertisement of Voluntary Planning Agreement amended during the course of assessment	$922.00	Per advertisement. Amendments to proposed planning agreements requiring readvertisement will be at the cost of the applicant. 7.78 Fee Unit	STAT	Updated Staturory Fee per Environmental Planning and Assessment Regulation 2021	Statutory Fee increased per Schedule 4 of the Environmental Planning and Assessment Regulation 2021
Development Applications | Miscellaneous | Section 88G - Conveyancing Act 1919						
38	Section 88G certificate	$13.00	If an inspection is undertaken an additional fee (to a maximum of $43.00) may be required. 0.10 Fee Unit - Conveyancing (General) Reg 2018, Cl. 29	STAT	Updated Staturory Fee per Environmental Planning and Assessment Regulation 2021	Statutory Fee increased per Schedule 4 of the Environmental Planning and Assessment Regulation 2021
Financial Services | Other | Section 603 Certificates						
46	Section 603 Certificates	$105.00		STAT	Updated Staturory Fee per Circular 26-06	Statutory Fee increased per Circular 26-06
46	Interest on overdue rates and charges		9.5% per annum charged daily	STAT	Updated Staturory Fee per Circular 26-06	Statutory Fee increased per Circular 26-06

ATTACHMENTS



Date of Meeting:	Monday 29 June 2026
Report Title:	Code of Meeting Practice - Disallowance of the Local Government (General) Amendment (Model Code of Meeting Practice) Regulation 2025
Attachments:	Code of Meeting Practice - 25 August 2025

PENRITH CITY COUNCIL

Policy Document

POLICY NAME Code of Meeting Practice	**DATE ADOPTED** 25 August 2025
REVIEW DATE 1 September 2029	**COUNCIL MINUTE NUMBER** 227
POLICY TYPE Council Policy	**RESPONSIBLE DEPARTMENT** Governance
RELATED DOCUMENTS Code of Conduct	

Purpose

The purpose of the Code of Meeting Practice is to provide rules and procedures to govern the efficient and effective running of all applicable council meetings and committees.

Policy statement

This Model Code of Meeting Practice for Local Councils in NSW (the Model Meeting Code) is made under section 360 of the Local Government Act 1993 (the Act) and the Local Government (General) Regulation 2021 (the Regulation).

Scope

This code applies to all meetings of councils and committees of councils of which all the members are councillors (committees of council). Council committees whose members include persons other than councillors may adopt their own rules for meetings unless the council determines otherwise.

Penrith City Council
Code of Meeting Practice

Based on the Model Code of Meeting Practice for Local Councils in NSW 2021

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1 INTRODUCTION

This Model Code of Meeting Practice for Local Councils in NSW (the Model Meeting Code) is prescribed under section 360 of the *Local Government Act 1993* (the Act) and the *Local Government (General) Regulation 2021* (the Regulation).

This Code of Meeting Practice applies to all meetings of councils and committees of councils of which all the members are councillors (committees of council). Council committees whose members include persons other than councillors may adopt their own rules for meetings unless the council determines otherwise.

Councils must adopt a code of meeting practice that incorporates the mandatory provisions of the Model Meeting Code.

A council's adopted code of meeting practice may also incorporate the non-mandatory provisions of the Model Meeting Code and other supplementary provisions. However, a code of meeting practice adopted by a council must not contain provisions that are inconsistent with the mandatory provisions of this Model Meeting Code.

2 MEETING PRINCIPLES

2.1 Council and committee meetings should be:

Transparent: Decisions are made in a way that is open and accountable.

Informed: Decisions are made based on relevant, quality information.

Inclusive: Decisions respect the diverse needs and interests of the local community.

Principled: Decisions are informed by the principles prescribed under Chapter 3 of the Act.

Trusted: The community has confidence that councillors and staff act ethically and make decisions in the interests of the whole community.

Respectful: Councillors, staff and meeting attendees treat each other with respect.

Effective: Meetings are well organised, effectively run and skilfully chaired.

Orderly: Councillors, staff and meeting attendees behave in a way that contributes to the orderly conduct of the meeting.

3 BEFORE THE MEETING

Timing of Ordinary Council Meetings

3.1 The council shall, by resolution, set the frequency, time, date and place of its ordinary meetings.

Note: Under section 365 of the Act, councils are required to meet at least ten (10) times each year, each time in a different month unless the Minister for Local Government has approved a reduction in the number of times that a council is required to meet each year under section 365A.

Extraordinary meetings

3.2 If the mayor receives a request in writing, signed by at least two (2) councillors, the mayor must call an extraordinary meeting of the council to be held as soon as practicable, but in any event, no more than fourteen (14) days after receipt of the request. The mayor can be one of the two councillors requesting the meeting.

Note: Clause 3.2 reflects section 366 of the Act.

Notice to the public of council meetings

3.3 The council must give notice to the public of the time, date and place of each of its meetings, including extraordinary meetings and of each meeting of committees of the council.

Note: Clause 3.3 reflects section 9(1) of the Act.

3.4 For the purposes of clause 3.3, notice of a meeting of the council and of a committee of council is to be published before the meeting takes place. The notice must be published on the council's website, and in such other manner that the council is satisfied is likely to bring notice of the meeting to the attention of as many people as possible.

3.5 For the purposes of clause 3.3, notice of more than one (1) meeting may be given in the same notice.

Notice to councillors of ordinary council meetings

3.6 The General Manager must send to each councillor, at least three (3) days before each meeting of the council, a notice specifying the time, date and place at which the meeting is to be held, and the business proposed to be considered at the meeting.

Note: Clause 3.6 reflects section 367(1) of the Act.

3.7 The notice and the agenda for, and the business papers relating to, the meeting may be given to councillors in electronic form, but only if all councillors have facilities to access the notice, agenda and business papers in that form.

Note: Clause 3.7 reflects section 367(3) of the Act.

Notice to councillors of extraordinary meetings

3.8 Notice of less than three (3) days may be given to councillors of an extraordinary meeting of the council in cases of emergency.

Note: Clause 3.8 reflects section 367(2) of the Act.

Giving notice of business to be considered at council meetings

3.9 A councillor may give notice of any business they wish to be considered by the council at its next ordinary meeting by way of a notice of motion. To be included on the agenda of the meeting, the notice of motion must be in writing and must be submitted five (5) business days before the meeting is to be held.

3.10 A councillor may, in writing to the General Manager, request the withdrawal of a notice of motion submitted by them prior to its inclusion in the agenda and business paper for the meeting at which it is to be considered.

3.11 If the General Manager considers that a notice of motion submitted by a councillor for consideration at an ordinary meeting of the council has legal, strategic, financial or policy implications which should be taken into consideration by the meeting, the General Manager may prepare a report in relation to the notice of motion for inclusion with the business papers for the meeting at which the notice of motion is to be considered by the council.

3.12 A notice of motion for the expenditure of funds on works and/or services other than those already provided for in the council's current adopted operational plan must identify the source of funding for the expenditure that is the subject of the notice of motion. If the notice of motion does not identify a funding source, the General Manager must either:

(a) prepare a report on the availability of funds for implementing the motion if adopted for inclusion in the business papers for the meeting at which the notice of motion is to be considered by the council, or

(b) by written notice sent to all councillors with the business papers for the meeting for which the notice of motion has been submitted, defer consideration of the matter by the council to such a date specified in the notice, pending the preparation of such a report.

Questions with notice

3.13 A councillor may, by way of a notice submitted under clause 3.9, ask a question for response by the General Manager about the performance or operations of the council.

3.14 A councillor is not permitted to ask a question with notice under clause 3.13 that comprises a complaint against the General Manager or a member of staff of the council, or a question that implies wrongdoing by the General Manager or a member of staff of the council.

3.15 The General Manager or their nominee may respond to a question with notice submitted under clause 3.13 by way of a report included in the business papers for the relevant meeting of the council or orally at the meeting.

Agenda and business papers for ordinary meetings

3.16 The General Manager must cause the agenda for a meeting of the council or a committee of the council to be prepared as soon as practicable before the meeting.

3.17 The General Manager must ensure that the agenda for an ordinary meeting of the council states:

(a) all matters to be dealt with arising out of the proceedings of previous meetings of the council, and
(b) if the Mayor is the chairperson – any matter or topic that the chairperson proposes, at the time when the agenda is prepared, to put to the meeting, and
(c) all matters, including matters that are the subject of staff reports and reports of committees, to be considered at the meeting, and
(d) any business of which due notice has been given under clause 3.9.

3.18 Nothing in clause 3.17 limits the powers of the mayor to put a mayoral minute to a meeting under clause 9.6.

3.19 The General Manager must not include in the agenda for a meeting of the council any business of which due notice has been given if, in the opinion of the General Manager, the business is, or the implementation of the business would be, unlawful. The General Manager must report, without giving details of the item of business, any such exclusion to the next meeting of the council.

3.20 Where the agenda includes the receipt of information or discussion of other matters that, in the opinion of the General Manager, is likely to take place when the meeting is closed to the public, the General Manager must ensure that the agenda of the meeting:

(a) identifies the relevant item of business and indicates that it is of such a nature (without disclosing details of the information to be considered when the meeting is closed to the public), and
(b) states the grounds under section 10A(2) of the Act relevant to the item of business.

Note: Clause 3.20 reflects section 9(2A)(a) of the Act.

3.21 The General Manager must ensure that the details of any item of business which, in the opinion of the General Manager, is likely to be considered when the meeting is closed to the public, are included in a business paper provided to councillors for the meeting concerned. Such details must not be included in the business papers made available to the public and must not be disclosed by a councillor or by any other person to another person who is not authorised to have that information.

Statement of ethical obligations

3.22 Business papers for all ordinary and extraordinary meetings of the council and

committees of the council must contain a statement reminding councillors of their oath or affirmation of office made under section 233A of the Act and their obligations under the council's code of conduct to disclose and appropriately manage conflicts of interest.

Availability of the agenda and business papers to the public

3.23 Copies of the agenda and the associated business papers, such as correspondence and reports for meetings of the council and committees of council, are to be published on the council's website, and must be made available to the public for inspection, or for taking away by any person free of charge at the offices of the council, at the relevant meeting and at such other venues determined by the council.

Note: Clause 3.23 reflects section 9(2) and (4) of the Act.

3.24 Clause 3.23 does not apply to the business papers for items of business that the General Manager has identified under clause 3.18 as being likely to be considered when the meeting is closed to the public.

Note: Clause 3.24 reflects section 9(2A)(b) of the Act.

3.25 For the purposes of clause 3.23, copies of agendas and business papers must be published on the council's website and made available to the public at a time that is as close as possible to the time they are available to councillors.

Note: Clause 3.25 reflects section 9(3) of the Act.

3.26 A copy of an agenda, or of an associated business paper made available under clause 3.23, may in addition be given or made available in electronic form.

Note: Clause 3.26 reflects section 9(5) of the Act.

Agenda and business papers for extraordinary meetings

3.27 The General Manager must ensure that the agenda for an extraordinary meeting of the council deals only with the matters stated in the notice of the meeting.

3.28 Despite clause 3.27, business may be considered at an extraordinary meeting of the council, even though due notice of the business has not been given, if:

(a) a motion is passed to have the business considered at the meeting, and
(b) the business to be considered is ruled by the chairperson to be of great urgency on the grounds that it requires a decision by the council before the next scheduled ordinary meeting of the council.

3.29 A motion moved under clause 3.28(a) can be moved without notice but only after the business notified in the agenda for the extraordinary meeting has been dealt with.

3.30 Despite clauses 10.20–10.30, only the mover of a motion moved under clause 3.28(a)

can speak to the motion before it is put.

3.31 A motion of dissent cannot be moved against a ruling of the chairperson under clause 3.28(b) on whether a matter is of great urgency.

Availability of the agenda and business papers to the public

3.32 Circumstances will necessitate the distribution of urgent reports either prior to or at Ordinary, Extraordinary and Committee Meetings. Where the urgent items are distributed:

(a) prior to the meeting no additional time will be allowed for Councillors to read the report unless the meeting decides otherwise;

(b) at the meeting the chairperson shall determine a period of time, to allow Councillors to read the report, prior to the item being discussed or determined.

3.33 Urgent reports, other than those relating to confidential business, will be available to the public as soon as practicable after they have been printed but, in any event, will be available on the night of the meeting.

4 ADDRESSING THE MEETING AND SUSPENSION OF STANDING ORDERS

4.1 It is at the absolute discretion of the Council or the committee to determine whether or not a member of the public who has requested permission to address the meeting of the Council or committee of Council is permitted to do so.

4.2 Any member of the public may make a request to the General Manager, or Governance Manager by completing the form in full that is available on the council's website or provided on request for permission to address a meeting of the Council or a committee of the Council on the following basis:

a) up to 12 noon on the day of the meeting if the item on which the member of the public wishes to address the Council or committee is on the Agenda as part of the order of business for the meeting,

b) if the item, the subject of the address, is not to be included on the Agenda of the upcoming meeting, as part of the order of business for the meeting, then the details will be taken and Council advised of the request at the next available Ordinary Meeting. Council will then determine whether the request will be granted and whether a report is required to be presented at the same meeting at which the address will be heard.

4.3 The Council or committee may, notwithstanding clause 4.2, by resolution, allow a member of the public to address the meeting if it considers that the situation warrants such action.

4.4 Prior to addressing a meeting, the meeting may consider whether the material provided in the application is considered irrelevant, vexatious or frivolous and accordingly refuse an application to address the meeting. The meeting may call on the General Manager or on relevant Council staff, through a request to the General Manager, to provide advice as to whether the material is considered to be irrelevant, vexatious or frivolous.

4.5 The number of speakers on any one item is to be limited to three in support of any proposal and three in opposition except at the discretion of Council.

4.6 Any member of the public granted permission by the meeting of the Council or committee of the Council to address the meeting is required to limit the address to a maximum of 5 minutes. The Council or committee may, at its discretion, grant an extension of time of 3 minutes in appropriate circumstances.

4.7 It should be noted that speakers at meetings of the Council or Committee 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.

A person addressing Council or Committee will be informed that they do not enjoy any privilege and that permission to speak may be withdrawn should they make inappropriate comments.

Prior to addressing the meeting the person will be required to sign the following statement:

"I (name) understand that the meeting I intend to address on (date) is a public meeting. 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 meeting."

Should a person fail to sign the above statement then permission to address either the Council or Committee will not be granted.

4.8 A speaker may only address Council or Committee once on any particular item unless there are circumstances that, in the opinion of the Council, have changed substantially since Council's previous consideration.

4.9 A speaker seeking to address the Council or Committee and raise allegations about the Council of handling of a matter by staff must make such allegations in writing to the Mayor, in respect of Council or the General Manager, in respect of staff.

(The purpose of this is not intended to restrict people from raising concerns about the way Council or about the way staff have handled matters but to provide a mechanism whereby any allegations are properly investigated and dealt with appropriately.)

4.10 A request to address Council on a matter that is the subject of Legal proceedings will not be accepted.

4.11 A request by a Tenderer to address Council on a matter regarding a tender will not be accepted. Council may however accept a written submission provided by a Tenderer.

4.12 Once closed to the public no person, unless requested by the Committee, is entitled to address Committee of the Whole other than Council staff and Council advisors, and any information provided by Council staff or Council advisors shall be upon the request of the chairperson of the committee or by the direction of the General Manager.

4.13 On occasions it will be necessary for members of the public to make formal presentations to meetings of the Council or committees of Council to support applications or as a result of studies commissioned by the Council.

4.14 Any reports outlining the need for presentations should give some indication of the period of time which will be needed for the presentation.

4.15 It is at the absolute discretion of the Council or the committee to determine whether or not the presentation proceeds.

4.16 At every ordinary and extraordinary meeting of the Council it is necessary for a resolution to be passed to the effect that only so much of the standing orders be suspended as would prevent members of the public addressing or making presentations to the meeting.

4.17 If the Council is not prepared to suspend standing orders then the address or presentation to the Council cannot be made.

5 COMING TOGETHER

Attendance by councillors at meetings

5.1 All councillors must make reasonable efforts to attend meetings of the council and of committees of the council of which they are members.

Note: A councillor may not attend a meeting as a councillor (other than the first meeting of the council after the councillor is elected or a meeting at which the councillor takes an oath or makes an affirmation of office) until they have taken an oath or made an affirmation of office in the form prescribed under section 233A of the Act.

5.2 A councillor cannot participate in a meeting of the council or of a committee of the council unless personally present at the meeting, unless permitted to attend the meeting by audio-visual link under this code.

5.3 Where a councillor is unable to attend one or more ordinary meetings of the council, the councillor should request that the council grant them a leave of absence from those meetings. This clause does not prevent a councillor from making an apology if they are unable to attend a meeting. However, the acceptance of such an apology does not constitute the granting of a leave of absence for the purposes of this code and the Act.

5.4 A councillor's request for leave of absence from council meetings should, if

practicable, identify (by date) the meetings from which the councillor intends to be absent and the grounds upon which the leave of absence is being sought.

5.5 The council must act reasonably when considering whether to grant a councillor's request for a leave of absence.

5.6 A councillor's civic office will become vacant if the councillor is absent from three (3) consecutive ordinary meetings of the council without prior leave of the council, or leave granted by the council at any of the meetings concerned, unless the holder is absent because they have been suspended from office under the Act, or because the council has been suspended under the Act, or as a consequence of a compliance order under section 438HA.

Note: Clause 5.6 reflects section 234(1)(d) of the Act.

5.7 A councillor who intends to attend a meeting of the council despite having been granted a leave of absence should, if practicable, give the General Manager at least two (2) days' notice of their intention to attend.

The quorum for a meeting

5.8 The quorum for a meeting of the council is a majority of the councillors of the council who hold office at that time and are not suspended from office.

Note: Clause 5.8 reflects section 368(1) of the Act.

5.9 Clause 5.8 does not apply if the quorum is required to be determined in accordance with directions of the Minister in a performance improvement order issued in respect of the council.

Note: Clause 5.9 reflects section 368(2) of the Act.

5.10 A meeting of the council must be adjourned if a quorum is not present:

(a) at the commencement of the meeting where the number of apologies received for the meeting indicates that there will not be a quorum for the meeting, or
(b) within half an hour after the time designated for the holding of the meeting, or
(c) at any time during the meeting.

5.11 In either case, the meeting must be adjourned to a time, date, and place fixed:

(a) by the chairperson, or
(b) in the chairperson's absence, by the majority of the councillors present, or
(c) failing that, by the General Manager.

5.12 The General Manager must record in the council's minutes the circumstances relating to the absence of a quorum (including the reasons for the absence of a quorum) at or arising during a meeting of the council, together with the names of the

councillors present.

5.13 Where, prior to the commencement of a meeting, it becomes apparent that a quorum may not be present at the meeting, or that the health, safety or welfare of councillors, council staff and members of the public may be put at risk by attending the meeting because of a natural disaster or a public health emergency, the mayor may, in consultation with the General Manager and, as far as is practicable, with each councillor, cancel the meeting. Where a meeting is cancelled, notice of the cancellation must be published on the council's website and in such other manner that the council is satisfied is likely to bring notice of the cancellation to the attention of as many people as possible.

5.14 Where a meeting is cancelled under clause 5.13, the business to be considered at the meeting may instead be considered, where practicable, at the next ordinary meeting of the council or at an extraordinary meeting called under clause 3.2.

Meetings held by audio-visual link

5.15 A meeting of the council or a committee of the council may be held by audio- visual link where the mayor determines that the meeting should be held by audio-visual link because of a natural disaster or a public health emergency. The mayor may only make a determination under this clause where they are satisfied that attendance at the meeting may put the health and safety of councillors and staff at risk. The mayor must make a determination under this clause in consultation with the General Manager and, as far as is practicable, with each councillor.

5.16 Where the mayor determines under clause 5.15 that a meeting is to be held by audio-visual link, the General Manager must:

(a) give written notice to all councillors that the meeting is to be held by audio-visual link, and
(b) take all reasonable steps to ensure that all councillors can participate in the meeting by audio-visual link, and
(c) cause a notice to be published on the council's website and in such other manner the General Manager is satisfied will bring it to the attention of as many people as possible, advising that the meeting is to be held by audio-visual link and providing information about where members of the public may view the meeting.

5.17 This code applies to a meeting held by audio-visual link under clause 5.15 in the same way it would if the meeting was held in person.

The above Clauses 5.15 - 5.17 *Meetings held by audio-visual link* are to be read as standing alone from the following Clauses 5.18 - 5.29 *Attendance by councillors at meetings by audio-visual link.* Councillors may request approval to attend and participate in meetings by audio- visual link independent of a determination that a meeting be held by audio-visual link because of a natural disaster or public health emergency.

Note: Where a council holds a meeting by audio-visual link under clause 5.15, it is still required under section 10 of the Act to provide a physical venue for members of the public to attend in person and observe the meeting.

Attendance by councillors at meetings by audio-visual link

5.18 As required by clause 5.1, Councillors must make reasonable efforts to attend meetings of the council and of committees of the council of which they are members. However, where practicable all meetings will be held enabling audio-visual link attendance as permitted under this Code.

5.19 Councillors may attend and participate in meetings by audiovisual link if they are unable to attend in person. Attendance and participation by audiovisual link at meetings of the Council and Committees of the Council (of which all Councillors are members) may only occur in extenuating circumstances and with the prior approval of the General Manager. Extenuating circumstances might include for example, health and medical reasons, care giving, travel, attendance at funerals, and other family emergencies.

5.20 A request by a Councillor to attend by audiovisual link may include more than one meeting. Where a Councillor requests approval to attend more than one meeting by audiovisual link, the request must specify the meetings the request relates to in addition to the information required under clause 5.19.

5.21 A decision whether to approve a Councillor's request to attend a meeting by audiovisual link is at the discretion of the General Manager and is to be made in good faith under clause 5.19.

5.22 This code applies to a councillor attending a meeting by audio-visual link in the same way it would if the councillor was attending the meeting in person, subject to the provisions of the Local Government (General) Regulation 2021, Schedule 7, meaning where a councillor is not physically present and an election is held by any other method other than open voting, than a councillor will not be able to participate in that vote Where a councillor is permitted to attend a meeting by audio-visual link under this code, they are to be taken as attending the meeting in person for the purposes of the code and will have the same voting rights as if they were attending the meeting in person.

5.23 A councillor must give their full attention to the business and proceedings of the meeting when attending a meeting by audio-visual link. The councillor's camera must be on at all times during the meeting except as may be otherwise provided for under this code.

5.24 A councillor must be appropriately dressed when attending a meeting by audio visual link and must ensure that no items are within sight of the meeting that are inconsistent with the maintenance of order at the meeting or that are likely to bring the council or the committee into disrepute.

Entitlement of the public to attend council meetings

5.25 Everyone is entitled to attend a meeting of the council and committees of the council. The council must ensure that all meetings of the council and committees of the council are open to the public.

Note: Clause 5.23 reflects section 10(1) of the Act.

5.26 Clause 5.23 does not apply to parts of meetings that have been closed to the public under section 10A of the Act.

5.27 A person (whether a councillor or another person) is not entitled to be present at a meeting of the council or a committee of the council if expelled from the meeting:

(a) by a resolution of the meeting, or
(b) by the person presiding at the meeting if the council has, by resolution, authorised the person presiding to exercise the power of expulsion.

Note: Clause 5.25 reflects section 10(2) of the Act.

Note: Clauses 15.13 and 15.14 confer a standing authorisation on all chairpersons of meetings of the council and committees of the council to expel persons from meetings. If adopted, clause 15.13 authorises chairpersons to expel any person, including a councillor, from a council or committee meeting. Alternatively, clause 15.13 authorises chairpersons to expel persons other than councillors from a council or committee meeting.

Webcasting of meetings

5.28 Each meeting of the council or a committee (of which all councillors are members) of the council will be audio recorded and uploaded on to the Council's website as soon as practical after the meeting.

5.29 At the start of each meeting of the council or a committee of the council, the chairperson must inform the persons attending the meeting that:

(a) the meeting is being recorded and made publicly available on the council's website, and
(b) persons attending the meeting should refrain from making any defamatory statements.

5.30 The recording of a meeting is to be made publicly available on the council's website:

a) at the same time as the meeting is taking place, or
b) as soon as practicable after the meeting.

5.31 The recording of a meeting is to be made publicly available on the council's website for at least 12 months after the meeting.

5.32 Clauses 5.28 and 5.29 do not apply to any part of a meeting that has been closed to the public in accordance with section 10A of the Act.

Note: Clauses 5.26 – 5.30 reflect section 236 of the Regulation.

5.33 Recordings of meetings may be disposed of in accordance with the *State Records Act 1998*.

Attendance of the General Manager and other staff at meetings

5.34 The General Manager is entitled to attend, but not to vote at, a meeting of the council or a meeting of a committee of the council of which all of the members are councillors.

Note: Clause 5.32 reflects section 376(1) of the Act.

5.35 The General Manager is entitled to attend a meeting of any other committee of the council and may, if a member of the committee, exercise a vote.

Note: Clause 5.33 reflects section 376(2) of the Act.

5.36 The General Manager may be excluded from a meeting of the council or a committee while the council or committee deals with a matter relating to the standard of performance of the General Manager or the terms of employment of the General Manager.

Note: Clause 5.34 reflects section 376(3) of the Act.

5.37 The attendance of other council staff at a meeting, (other than as members of the public) shall be with the approval of the General Manager.

5.38 The General Manager and other council staff may attend meetings of the council and committees of the council by audio-visual-link. Attendance by council staff at meetings by audio-visual link (other than as members of the public) shall be with the approval of the General Manager.

6 THE CHAIRPERSON

The chairperson at meetings

6.1 The mayor, or at the request of or in the absence of the mayor, the deputy mayor (if any) presides at meetings of the council.

Note: Clause 6.1 reflects section 369(1) of the Act.

6.2 If the mayor and the deputy mayor (if any) are absent, a councillor elected to chair the meeting by the councillors present presides at a meeting of the council.

Note: Clause 6.2 reflects section 369(2) of the Act.

Election of the chairperson in the absence of the mayor and deputy mayor

6.3 If no chairperson is present at a meeting of the council at the time designated for the holding of the meeting, the first business of the meeting must be the election of a chairperson to preside at the meeting.

6.4 The election of a chairperson must be conducted:

(a) by the General Manager or, in their absence, an employee of the council designated by the General Manager to conduct the election, or
(b) by the person who called the meeting or a person acting on their behalf if neither the General Manager nor a designated employee is present at the meeting, or if there is no General Manager or designated employee.

6.5 If, at an election of a chairperson, two (2) or more candidates receive the same number of votes and no other candidate receives a greater number of votes, the chairperson is to be the candidate whose name is chosen by lot.

6.6 For the purposes of clause 6.5, the person conducting the election must:

(a) arrange for the names of the candidates who have equal numbers of votes to be written on similar slips, and
(b) then fold the slips so as to prevent the names from being seen, mix the slips and draw one of the slips at random.

6.7 The candidate whose name is on the drawn slip is the candidate who is to be the chairperson.

6.8 Any election conducted under clause 6.3, and the outcome of the vote, are to be recorded in the minutes of the meeting.

Chairperson to have precedence

6.9 When the chairperson rises or speaks during a meeting of the council:

(a) any councillor then speaking or seeking to speak must cease speaking and, if standing, immediately resume their seat, and
(b) every councillor present must be silent to enable the chairperson to be heard without interruption.

Liability of Councillors, employees and other persons

6.10 A matter or thing done by the Minister, the Director-General, a Council, a Councillor, a member of a committee of the Council or an employee of the Council or any person acting under the direction of the Minister, the Director- General, the Council or a committee of the Council does not, if the matter or thing was done in good faith for the purpose of executing this or any other Act, and for and on behalf of the Minister, the Director-General, the Council or a committee of the Council, subject a Councillor, a member, an employee or a person so acting personally to any action, liability, claim or demand.

7 MODES OF ADDRESS

7.1 If the chairperson is the mayor, they are to be addressed as 'Mr Mayor' or 'Madam Mayor'.

7.2 Where the chairperson is not the mayor, they are to be addressed as either 'Mr Chairperson' or 'Madam Chairperson'.

7.3 A councillor is to be addressed as 'Councillor [surname]'.

7.4 A council officer is to be addressed by their official designation or as Mr/Ms [surname].

8 ORDER OF BUSINESS FOR ORDINARY COUNCIL MEETINGS

8.1 The general order of business for an ordinary meeting of the council shall be:

Opening meeting
Statement of Recognition Prayer
Leave of Absence
Apologies and applications for a leave of absence
Confirmation of minutes
Disclosures of interests
Addressing Council
Mayoral minute(s)
Notices of motions/Questions with notice Reports of committees
Reports to council Urgent Business
Confidential matters/Committee of the Whole Conclusion of the meeting

8.2 The order of business as fixed under clause 8.1 may be altered for a particular meeting of the council if a motion to that effect is passed at that meeting. Such a motion can be moved without notice.

8.3 Despite clauses 10.20–10.30, only the mover of a motion referred to in clause 8.2 may speak to the motion before it is put.

9 CONSIDERATION OF BUSINESS AT COUNCIL MEETINGS

Business that can be dealt with at a council meeting

9.1 The council must not consider business at a meeting of the council:

(a) unless a councillor has given notice of the business, as required by clause 3.9, and
(b) unless notice of the business has been sent to the councillors in accordance with clause 3.7 in the case of an ordinary meeting or clause 3.9 in the case of an extraordinary meeting called in an emergency.

9.2 Clause 9.1 does not apply to the consideration of business at a meeting, if the business:

(a) is already before, or directly relates to, a matter that is already before the council, or
(b) is the election of a chairperson to preside at the meeting, or
(c) subject to clause 9.9, is a matter or topic put to the meeting by way of a mayoral minute, or
(d) is a motion for the adoption of recommendations of a committee, including, but not limited to, a committee of the council.

9.3 Despite clause 9.1, business may be considered at a meeting of the council even though due notice of the business has not been given to the councillors if:

(a) a motion is passed to have the business considered at the meeting, and
(b) the business to be considered is ruled by the chairperson to be of great urgency on the grounds that it requires a decision by the council before the next scheduled ordinary meeting of the council.

9.4 A motion moved under clause 9.3(a) can be moved without notice. Despite clauses 10.20–10.30, only the mover of a motion referred to in clause 9.3(a) can speak to the motion before it is put.

9.5 A motion of dissent cannot be moved against a ruling by the chairperson under clause 9.3(b).

Mayoral minutes

9.6 Subject to clause 9.9, if the mayor is the chairperson at a meeting of the council, the mayor may, by minute signed by the mayor, put to the meeting without notice any matter or topic that is within the jurisdiction of the council, or of which the council has official knowledge.

9.7 A mayoral minute, when put to a meeting, takes precedence over all business on the council's agenda for the meeting. The chairperson (but only if the chairperson is the mayor) may move the adoption of a mayoral minute without the motion being seconded.

9.8 A recommendation made in a mayoral minute put by the mayor is, so far as it is adopted by the council, a resolution of the council.

9.9 A mayoral minute must not be used to put without notice matters that are routine and not urgent or matters for which proper notice should be given because of their complexity. For the purpose of this clause, a matter will be urgent where it requires a decision by the council before the next scheduled ordinary meeting of the council.

9.10 Where a mayoral minute makes a recommendation which, if adopted, would require the expenditure of funds on works and/or services other than those already provided for in the council's current adopted operational plan, it must identify the source of funding for the expenditure that is the subject of the recommendation. If the mayoral minute does not identify a funding source, the council must defer consideration of the matter, pending a report from the General Manager on the availability of funds

for implementing the recommendation if adopted.

Staff reports

9.11 A recommendation made in a staff report is, so far as it is adopted by the council, a resolution of the council.

Reports of committees of council

9.12 The recommendations of a committee of the council are, so far as they are adopted by the council, resolutions of the council.

9.13 If in a report of a committee of the council distinct recommendations are made, the council may make separate decisions on each recommendation.

Questions

9.14 A question must not be asked at a meeting of the council unless it concerns a matter on the agenda of the meeting or notice has been given of the question in accordance with clauses 3.9 and 3.13.

9.15 A councillor may, through the chairperson, put a question to another councillor about a matter on the agenda.

9.16 A councillor may, through the General Manager, put a question to a council employee about a matter on the agenda. Council employees are only obliged to answer a question put to them through the General Manager at the direction of the General Manager.

9.17 A councillor or council employee to whom a question is put is entitled to be given reasonable notice of the question and, in particular, sufficient notice to enable reference to be made to other persons or to information. Where a councillor or council employee to whom a question is put is unable to respond to the question at the meeting at which it is put, they may take it on notice and report the response to the next meeting of the council.

9.18 Councillors must put questions directly, succinctly, respectfully and without argument.

9.19 The chairperson must not permit discussion on any reply to, or refusal to reply to, a question put to a councillor or council employee.

10 RULES OF DEBATE

Motions to be seconded

10.1 Unless otherwise specified in this code, a motion or an amendment cannot be debated unless or until it has been seconded.

Notices of motion

10.2 A councillor who has submitted a notice of motion under clause 3.9 is to move the motion the subject of the notice of motion at the meeting at which it is to be considered.

10.3 If a councillor who has submitted a notice of motion under clause 3.9 wishes to withdraw it after the agenda and business paper for the meeting at which it is to be considered have been sent to councillors, the councillor may request the withdrawal of the motion when it is before the council.

10.4 In the absence of a councillor who has placed a notice of motion on the agenda for a meeting of the council:

(a) any other councillor may, with the leave of the chairperson, move the motion at the meeting, or
(b) the chairperson may defer consideration of the motion until the next meeting of the council.

Chairperson's duties with respect to motions

10.5 It is the duty of the chairperson at a meeting of the council to receive and put to the meeting any lawful motion that is brought before the meeting.

10.6 The chairperson must rule out of order any motion or amendment to a motion that is unlawful or the implementation of which would be unlawful.

10.7 Before ruling out of order a motion or an amendment to a motion under clause 10.6, the chairperson is to give the mover an opportunity to clarify or amend the motion or amendment.

10.8 Any motion, amendment, or other matter that the chairperson has ruled out of order is taken to have been lost.

Motions requiring the expenditure of funds

10.9 A motion or an amendment to a motion which if passed would require the expenditure of funds on works and/or services other than those already provided for in the council's current adopted operational plan must identify the source of funding for the expenditure that is the subject of the motion. If the motion does not identify a funding source, the council must defer consideration of the matter, pending a report from the General Manager on the availability of funds for implementing the motion if adopted.

Amendments to motions

10.10 An amendment to a motion must be moved and seconded before it can be debated.

10.11 An amendment to a motion must relate to the matter being dealt with in the original motion before the council and must not be a direct negative of the original motion. An amendment to a motion which does not relate to the matter being dealt with in the original motion, or which is a direct negative of the original motion, must be ruled out of order by the chairperson.

10.12 The mover of an amendment is to be given the opportunity to explain any uncertainties in the proposed amendment before a seconder is called for.

10.13 If an amendment has been lost, a further amendment can be moved to the motion

to which the lost amendment was moved, and so on, but no more than one (1) motion and one (1) proposed amendment can be before council at any one time.

10.14 While an amendment is being considered, debate must only occur in relation to the amendment and not the original motion. Debate on the original motion is to be suspended while the amendment to the original motion is being debated.

10.15 If the amendment is carried, it becomes the motion and is to be debated. If the amendment is lost, debate is to resume on the original motion.

10.16 An amendment may become the motion without debate or a vote where it is accepted by the councillor who moved the original motion.

Foreshadowed motions

10.17 A councillor may propose a foreshadowed motion in relation to the matter the subject of the original motion before the council, without a seconder during debate on the original motion. The foreshadowed motion is only to be considered if the original motion is lost or withdrawn and the foreshadowed motion is then moved and seconded. If the original motion is carried, the foreshadowed motion lapses.

10.18 Where an amendment has been moved and seconded, a councillor may, without a seconder, foreshadow a further amendment that they propose to move after the first amendment has been dealt with. There is no limit to the number of foreshadowed amendments that may be put before the council at any time. However, no discussion can take place on foreshadowed amendments until the previous amendment has been dealt with and the foreshadowed amendment has been moved and seconded.

10.19 Foreshadowed motions and foreshadowed amendments are to be considered in the order in which they are proposed. However, foreshadowed motions cannot be considered until all foreshadowed amendments have been dealt with.

Limitations on the number and duration of speeches

10.20 A councillor who, during a debate at a meeting of the council, moves an original motion, has the right to speak on each amendment to the motion and a right of general reply to all observations that are made during the debate in relation to the motion, and any amendment to it at the conclusion of the debate before the motion (whether amended or not) is finally put.

10.21 A councillor, other than the mover of an original motion, has the right to speak once on the motion and once on each amendment to it.

10.22 A councillor must not, without the consent of the council, speak more than once on a motion or an amendment, or for longer than five (5) minutes at any one time.

10.23 Despite clause 10.22, the chairperson may permit a councillor who claims to have been misrepresented or misunderstood to speak more than once on a motion or an amendment, and for longer than five (5) minutes on that motion or amendment to enable the councillor to make a statement limited to explaining the

misrepresentation or misunderstanding.

10.24 Despite clause 10.22, the council may resolve to shorten the duration of speeches to expedite the consideration of business at a meeting.

10.25 Despite clauses 10.20 and 10.21, a councillor may move that a motion or an amendment be now put:

(a) if the mover of the motion or amendment has spoken in favour of it and no councillor expresses an intention to speak against it, or
(b) if at least two (2) councillors have spoken in favour of the motion or amendment and at least two (2) councillors have spoken against it.

10.26 The chairperson must immediately put to the vote, without debate, a motion moved under clause 10.25. A seconder is not required for such a motion.

10.27 If a motion that the original motion or an amendment be now put is passed, the chairperson must, without further debate, put the original motion or amendment to the vote immediately after the mover of the original motion has exercised their right of reply under clause 10.20.

10.28 If a motion that the original motion or an amendment be now put is lost, the chairperson must allow the debate on the original motion or the amendment to be resumed.

10.29 All councillors must be heard without interruption and all other councillors must, unless otherwise permitted under this code, remain silent while another councillor is speaking.

10.30 Once the debate on a matter has concluded and a matter has been dealt with, the chairperson must not allow further debate on the matter.

Order of Dealing with Motions and Amendments

10.31 Amendment
Original Motion Foreshadowed
Motion

If an amendment is accepted by the mover and seconder of the original motion, the amendment can become a part of the Original Motion. The general right of reply remains with the Councillor who moved the original motion.

11 VOTING

Voting entitlements of councillors

11.1 Each councillor is entitled to one (1) vote.

Note: Clause 11.1 reflects section 370(1) of the Act.

11.2 The person presiding at a meeting of the council has, in the event of an equality of

votes, a second or casting vote.
Note: Clause 11.2 reflects section 370(2) of the Act.

11.3 Where the chairperson declines to exercise, or fails to exercise, their second or casting vote, in the event of an equality of votes, the motion being voted upon is lost.

Voting at council meetings

11.4 A councillor who is present at a meeting of the council but who fails to vote on a motion put to the meeting is taken to have voted against the motion.

11.5 If a councillor who has voted against a motion put at a council meeting so requests, the General Manager must ensure that the councillor's dissenting vote is recorded in the council's minutes.

11.6 The decision of the chairperson as to the result of a vote is final unless the decision is immediately challenged and not fewer than two (2) councillors rise and call for a division.

11.7 When a division on a motion is called, the chairperson must ensure that the division takes place immediately. The General Manager must ensure that the names of those who vote for the motion and those who vote against it are recorded in the council's minutes for the meeting.

11.8 When a division on a motion is called, any councillor who fails to vote will be recorded as having voted against the motion in accordance with clause 11.4 of this code.

11.9 Voting at a meeting, including voting in an election at a meeting, is to be by open means (such as on the voices, by show of hands or by a visible electronic voting system). However, the council may resolve that the voting in any election by councillors for mayor or deputy mayor is to be by secret ballot.

Voting on planning decisions

11.10 The General Manager must keep a register containing, for each planning decision made at a meeting of the council or a council committee (including, but not limited to a committee of the council), the names of the councillors who supported the decision and the names of any councillors who opposed (or are taken to have opposed) the decision.

11.11 For the purpose of maintaining the register, a division is taken to have been called whenever a motion for a planning decision is put at a meeting of the council or a council committee.

11.12 Each decision recorded in the register is to be described in the register or identified in a manner that enables the description to be obtained from another publicly available document.

11.13 Clauses 11.10–11.12 apply also to meetings that are closed to the public.

Note: Clauses 11.10–11.13 reflect section 375A of the Act.

12 COMMITTEE OF THE WHOLE

12.1 The council may resolve itself into a committee to consider any matter before the council.

Note: Clause 12.1 reflects section 373 of the Act.

12.2 All the provisions of this code relating to meetings of the council, so far as they are applicable, extend to and govern the proceedings of the council when in committee of the whole, except the provisions limiting the number and duration of speeches.

Note: Clauses 10.20–10.30 limit the number and duration of speeches.

12.3 The General Manager or, in the absence of the General Manager, an employee of the council designated by the General Manager, is responsible for reporting to the council the proceedings of the committee of the whole. It is not necessary to report the proceedings in full, but any recommendations of the committee must be reported.

12.4 The council must ensure that a report of the proceedings (including any recommendations of the committee) is recorded in the council's minutes. However, the council is not taken to have adopted the report until a motion for adoption has been made and passed.

13 DEALING WITH ITEMS BY EXCEPTION

13.1 The council or a committee of council may, at any time, resolve to adopt multiple items of business on the agenda together by way of a single resolution.

13.2 Before the council or committee resolves to adopt multiple items of business on the agenda together under clause 13.1, the chairperson must list the items of business to be adopted and ask councillors to identify any individual items of business listed by the chairperson that they intend to vote against the recommendation made in the business paper or that they wish to speak on.

13.3 The council or committee must not resolve to adopt any item of business under clause 13.1 that a councillor has identified as being one they intend to vote against the recommendation made in the business paper or to speak on.

13.4 Where the consideration of multiple items of business together under clause 13.1 involves a variation to the order of business for the meeting, the council or committee must resolve to alter the order of business in accordance with clause 8.2.

13.5 A motion to adopt multiple items of business together under clause 13.1 must identify each of the items of business to be adopted and state that they are to be adopted as recommended in the business paper.

13.6 Items of business adopted under clause 13.1 are to be taken to have been adopted unanimously.

13.7 Councillors must ensure that they declare and manage any conflicts of interest they may have in relation to items of business considered together under clause 13.1 in accordance with the requirements of the council's code of conduct.

14 CLOSURE OF COUNCIL MEETINGS TO THE PUBLIC

Grounds on which meetings can be closed to the public

14.1 The council or a committee of the council may close to the public so much of its meeting as comprises the discussion or the receipt of any of the following types of matters:

(a) personnel matters concerning particular individuals (other than councillors),
(b) the personal hardship of any resident or ratepayer,
(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:
  (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,
(e) information that would, if disclosed, prejudice the maintenance of 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 the council's code of conduct.

Note: Clause 14.1 reflects section 10A(1) and (2) of the Act.

14.2 The council or a committee of the council may also close to the public so much of its meeting as comprises a motion to close another part of the meeting to the public.

Note: Clause 14.2 reflects section 10A(3) of the Act.

Matters to be considered when closing meetings to the public

14.3 A meeting is not to remain closed during the discussion of anything referred to in clause 14.1:

(a) except for so much of the discussion as is necessary to preserve the relevant confidentiality, privilege or security, and
(b) 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 – unless the council or committee concerned is satisfied that discussion of the matter in an open meeting would, on balance, be contrary to the public interest.

Note: Clause 14.3 reflects section 10B(1) of the Act.

14.4 A meeting is not to be closed during the receipt and consideration of information or advice referred to in clause 14.1(g) unless the advice concerns legal matters that:

(a) are substantial issues relating to a matter in which the council or committee is involved, and
(b) are clearly identified in the advice, and
(c) are fully discussed in that advice.

Note: Clause 14.4 reflects section 10B(2) of the Act.

14.5 If a meeting is closed during the discussion of a motion to close another part of the meeting to the public (as referred to in clause 14.2), the consideration of the motion must not include any consideration of the matter or information to be discussed in that other part of the meeting other than consideration of whether the matter concerned is a matter referred to in clause 14.1.

Note: Clause 14.5 reflects section 10B(3) of the Act.

14.6 For the purpose of determining whether the discussion of a matter in an open meeting would be contrary to the public interest, it is irrelevant that:

(a) a person may misinterpret or misunderstand the discussion, or
(b) the discussion of the matter may:
    (i) cause embarrassment to the council or committee concerned, or to councillors or to employees of the council, or
    (ii) cause a loss of confidence in the council or committee.

Note: Clause 14.6 reflects section 10B(4) of the Act.

14.7 In deciding whether part of a meeting is to be closed to the public, the council or committee concerned must consider any relevant guidelines issued by the Departmental Chief Executive of the Office of Local Government.

Note: Clause 14.7 reflects section 10B(5) of the Act.

Notice of likelihood of closure not required in urgent cases

14.8 Part of a meeting of the council, or of a committee of the council, may be closed to the public while the council or committee considers a matter that has not been identified in the agenda for the meeting under clause 3.20 as a matter that is likely to be considered when the meeting is closed, but only if:

(a) it becomes apparent during the discussion of a particular matter that the matter

is a matter referred to in clause 14.1, and

(b) the council or committee, after considering any representations made under clause 14.9, resolves that further discussion of the matter:

(i) should not be deferred (because of the urgency of the matter), and

(ii) should take place in a part of the meeting that is closed to the public.

Note: Clause 14.8 reflects section 10C of the Act.

Representations by members of the public

14.9 The council, or a committee of the council, may allow members of the public to make representations to or at a meeting, before any part of the meeting is closed to the public, as to whether that part of the meeting should be closed.

Note: Clause 14.9 reflects section 10A(4) of the Act.

14.10 A representation under clause 14.9 is to be made after the motion to close the part of the meeting is moved and seconded.

14.11 Where the matter has been identified in the agenda of the meeting under clause 3.20 as a matter that is likely to be considered when the meeting is closed to the public, in order to make representations under clause 14.9, members of the public must first make an application to the council in the approved form (available on the council's website or by request). Applications must be received by midday on the day of the meeting at which the matter is to be considered.

14.12 The General Manager (or their delegate) may refuse an application made under clause 14.11. The General Manager or their delegate must give reasons in writing for a decision to refuse an application.

14.13 No more than **two** speakers are to be permitted to make representations under clause 14.9.

14.14 If more than the permitted number of speakers apply to make representations under clause 14.9, the General Manager or their delegate may request the speakers to nominate from among themselves the persons who are to make representations to the council. If the speakers are not able to agree on whom to nominate to make representations under clause 14.9, the General Manager or their delegate is to determine who will make representations to the council.

14.15 The General Manager (or their delegate) is to determine the order of speakers.

14.16 Where the council or a committee of the council proposes to close a meeting or part of a meeting to the public in circumstances where the matter has not been identified in the agenda for the meeting under clause 3.20 as a matter that is likely to be considered when the meeting is closed to the public, the chairperson is to invite representations from the public under clause 14.9 after the motion to close the part of the meeting is moved and seconded. The chairperson is to permit no more than **two** speakers to make representations in such order as determined by the

chairperson.

14.17 Each speaker will be allowed **three** minutes to make representations, and this time limit is to be strictly enforced by the chairperson. Speakers must confine their representations to whether the meeting should be closed to the public. 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.

Expulsion of non-councillors from meetings closed to the public

14.18 If a meeting or part of a meeting of the council or a committee of the council is closed to the public in accordance with section 10A of the Act and this code, any person who is not a councillor and who fails to leave the meeting when requested, may be expelled from the meeting as provided by section 10(2)(a) or (b) of the Act.

14.19 If any such person, after being notified of a resolution or direction expelling them from the meeting, fails to leave the place where the meeting is being held, a police officer, or any person authorised for the purpose by the council or person presiding, may, by using only such force as is necessary, remove the first-mentioned person from that place and, if necessary restrain that person from re-entering that place for the remainder of the meeting.

Obligations of councillors attending meetings by audio-visual link

14.20 Councillors attending a meeting by audio-visual link must ensure that no other person is within sight or hearing of the meeting at any time that the meeting is closed to the public under section 10A of the Act.

Information to be disclosed in resolutions closing meetings to the public

14.21 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) of the Act,
(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 an open meeting would be, on balance, contrary to the public interest.

Note: Clause 14.21 reflects section 10D of the Act.

Resolutions passed at closed meetings to be made public

14.22 If the council passes a resolution during a meeting, or a part of a meeting, that is closed to the public, the chairperson must make the resolution public as soon as practicable after the meeting, or the relevant part of the meeting, has ended, and the resolution must be recorded in the publicly available minutes of the meeting.

14.23 Resolutions passed during a meeting, or a part of a meeting, that is closed to the public must be made public by the chairperson under clause 14.22 during a part of the meeting that is webcast.

15 KEEPING ORDER AT MEETINGS

Points of order

15.1 A councillor may draw the attention of the chairperson to an alleged breach of this code by raising a point of order. A point of order does not require a seconder.

15.2 A point of order cannot be made with respect to adherence to the principles contained in clause 2.1.

15.3 A point of order must be taken immediately it is raised. The chairperson must suspend the business before the meeting and permit the councillor raising the point of order to state the provision of this code they believe has been breached. The chairperson must then rule on the point of order – either by upholding it or by overruling it.

Questions of order

15.4 The chairperson, without the intervention of any other councillor, may call any councillor to order whenever, in the opinion of the chairperson, it is necessary to do so.

15.5 A councillor who claims that another councillor has committed an act of disorder, or is out of order, may call the attention of the chairperson to the matter.

15.6 The chairperson must rule on a question of order immediately after it is raised but, before doing so, may invite the opinion of the council.

15.7 The chairperson's ruling must be obeyed unless a motion dissenting from the ruling is passed.

Motions of dissent

15.8 A councillor can, without notice, move to dissent from a ruling of the chairperson on a point of order or a question of order. If that happens, the chairperson must suspend the business before the meeting until a decision is made on the motion of dissent.

15.9 If a motion of dissent is passed, the chairperson must proceed with the suspended business as though the ruling dissented from had not been given. If, as a result of the ruling, any motion or business has been rejected as out of order, the chairperson must restore the motion or business to the agenda and proceed with it in due course.

15.10 Despite any other provision of this code, only the mover of a motion of dissent and the chairperson can speak to the motion before it is put. The mover of the motion does not have a right of general reply.

Acts of disorder

15.11 A councillor commits an act of disorder if the councillor, at a meeting of the council or a committee of the council:

(a) contravenes the Act, the regulation or this code, or
(b) assaults or threatens to assault another councillor or person present at the meeting, or
(c) moves or attempts to move a motion or an amendment that has an unlawful purpose or that deals with a matter that is outside the jurisdiction of the council or the committee, or addresses or attempts to address the council or the committee on such a motion, amendment or matter, or
(d) insults, makes unfavourable personal remarks about, or imputes improper motives to any other council official, or alleges a breach of the council's code of conduct, or
(e) says or does anything that is inconsistent with maintaining order at the meeting or is likely to bring the council or the committee into disrepute.

Note: Clause 15.11 reflects section 182 of the Regulation.

15.12 The chairperson may require a councillor:

(a) to apologise without reservation for an act of disorder referred to in clauses 15.11(a), (b), or (e) or
(b) to withdraw a motion or an amendment referred to in clause 15.11(c) and, where appropriate, to apologise without reservation, or
(c) to retract and apologise without reservation for any statement that constitutes an act of disorder referred to in clauses 15.11(d) and (e).

How disorder at a meeting may be dealt with

15.13 If disorder occurs at a meeting of the council, the chairperson may adjourn the meeting for a period of not more than fifteen (15) minutes and leave the chair. The council, on reassembling, must, on a question put from the chairperson, decide without debate whether the business is to be proceeded with or not. This clause applies to disorder arising from the conduct of members of the public as well as disorder arising from the conduct of councillors.

Expulsion from meetings

15.14 All chairpersons of meetings of the council and committees of the council are authorised under this code to expel any person, including any councillor, from a council or committee meeting, for the purposes of section 10(2)(b) of the Act.

15.15 Clause 15.14 does not limit the ability of the council or a committee of the council to resolve to expel a person, including a councillor, from a council or committee meeting, under section 10(2)(a) of the Act.

15.16 A councillor may, as provided by section 10(2)(a) or (b) of the Act, be expelled from a

meeting of the council for having failed to comply with a requirement under clause 15.12. The expulsion of a councillor from the meeting for that reason does not prevent any other action from being taken against the councillor for the act of disorder concerned.

Note: Clause 15.16 reflects section 233(2) of the Regulation.

15.17 A member of the public may, as provided by section 10(2)(a) or (b) of the Act, be expelled from a meeting of the council for engaging in or having engaged in disorderly conduct at the meeting.

15.18 Where a councillor or a member of the public is expelled from a meeting, the expulsion and the name of the person expelled, if known, are to be recorded in the minutes of the meeting.

15.19 If a councillor or a member of the public fails to leave the place where a meeting of the council is being held immediately after they have been expelled, a police officer, or any person authorised for the purpose by the council or person presiding, may, by using only such force as is necessary, remove the councillor or member of the public from that place and, if necessary, restrain the councillor or member of the public from re-entering that place for the remainder of the meeting.

How disorder by councillors attending meetings by audio-visual link may be dealt with

15.20 Where a councillor is attending a meeting by audio-visual link, the chairperson or a person authorised by the chairperson may mute the councillor's audio link to the meeting for the purposes of enforcing compliance with this code.

15.21 If a councillor attending a meeting by audio-visual link is expelled from a meeting for an act of disorder, the chairperson of the meeting or a person authorised by the chairperson, may terminate the councillor's audio-visual link to the meeting.

Use of mobile phones and the unauthorised recording of meetings

15.22 Councillors, council staff and members of the public must ensure that mobile phones are turned to silent during meetings of the council and committees of the council.

15.23 A person must not live stream or use an audio recorder, video camera, mobile phone or any other device to make a recording of the proceedings of a meeting of the council or a committee of the council without the prior authorisation of the council or the committee.

15.24 Without limiting clause 15.17, a contravention of clause 15.23 or an attempt to contravene that clause, constitutes disorderly conduct for the purposes of clause 15.17. Any person who contravenes or attempts to contravene clause 15.23, may be expelled from the meeting as provided for under section 10(2) of the Act.

15.25 If any such person, after being notified of a resolution or direction expelling them from the meeting, fails to leave the place where the meeting is being held, a police officer, or any person authorised for the purpose by the council or person presiding,

may, by using only such force as is necessary, remove the first-mentioned person from that place and, if necessary, restrain that person from re-entering that place for the remainder of the meeting.

16 CONFLICTS OF INTEREST

16.1 All councillors and, where applicable, all other persons, must declare and manage any conflicts of interest they may have in matters being considered at meetings of the council and committees of the council in accordance with the council's code of conduct. All declarations of conflicts of interest and how the conflict of interest was managed by the person who made the declaration must be recorded in the minutes of the meeting at which the declaration was made.

16.2 Councillors attending a meeting by audio-visual link must declare and manage any conflicts of interest they may have in matters being considered at the meeting in accordance with the council's code of conduct. Where a councillor has declared a pecuniary or significant non-pecuniary conflict of interest in a matter being discussed at the meeting, the councillor's audio-visual link to the meeting must be suspended or terminated and the councillor must not be in sight or hearing of the meeting at any time during which the matter is being considered or discussed by the council or committee, or at any time during which the council or committee is voting on the matter.

17 DECISIONS OF THE COUNCIL

Council decisions

17.1 A decision supported by a majority of the votes at a meeting of the council at which a quorum is present is a decision of the council.

Note: Clause 17.1 reflects section 371 of the Act in the case of councils and section 400T(8) in the case of joint organisations.

17.2 Decisions made by the council must be accurately recorded in the minutes of the meeting at which the decision is made.

Rescinding or altering council decisions

17.3 A resolution passed by the council may not be altered or rescinded except by a motion to that effect of which notice has been given under clause 3.9.

Note: Clause 17.3 reflects section 372(1) of the Act.

17.4 If a notice of motion to rescind a resolution is given at the meeting at which the resolution is carried, the resolution must not be carried into effect until the motion of rescission has been dealt with.

Note: Clause 17.4 reflects section 372(2) of the Act.

17.5 If a motion has been lost, a motion having the same effect must not be considered

unless notice of it has been duly given in accordance with clause 3.9.

Note: Clause 17.5 reflects section 372(3) of the Act.

17.6 A notice of motion to alter or rescind a resolution, and a notice of motion which has the same effect as a motion which has been lost, must be signed by three (3) councillors if less than three (3) months has elapsed since the resolution was passed, or the motion was lost.

NOTE: CLAUSE 17.6 REFLECTS SECTION 372(4) OF THE ACT.

17.7 If a motion to alter or rescind a resolution has been lost, or if a motion which has the same effect as a previously lost motion is lost, no similar motion may be brought forward within three (3) months of the meeting at which it was lost. This clause may not be evaded by substituting a motion differently worded, but in principle the same.

Note: Clause 17.7 reflects section 372(5) of the Act.

17.8 The provisions of clauses 17.5–17.7 concerning lost motions do not apply to motions of adjournment.

Note: Clause 17.8 reflects section 372(7) of the Act.

17.9 A notice of motion submitted in accordance with clause 17.6 may only be withdrawn under clause 3.10 with the consent of all signatories to the notice of motion.

17.10 A motion to alter or rescind a resolution of the council may be moved on the report of a committee of the council and any such report must be recorded in the minutes of the meeting of the council.

Note: Clause 17.10 reflects section 372(6) of the Act.

17.11 Subject to clause 17.6, in cases of urgency, a motion to alter or rescind a resolution of the council may be moved at the same meeting at which the resolution was adopted, where:

(a) a notice of motion signed by three councillors is submitted to the chairperson, and
(b) a motion to have the motion considered at the meeting is passed, and
(c) the chairperson rules the business that is the subject of the motion is of great urgency on the grounds that it requires a decision by the council before the next scheduled ordinary meeting of the council.

17.12 A motion moved under clause 17.11(b) can be moved without notice. Despite clauses 10.20–10.30, only the mover of a motion referred to in clause 17.11(b) can speak to the motion before it is put.

17.13 A motion of dissent cannot be moved against a ruling by the chairperson under clause 17.11(c).

Recommitting resolutions to correct an error

17.14 Despite the provisions of this Part, a councillor may, with the leave of the chairperson, move to recommit a resolution adopted at the same meeting:

(a) to correct any error, ambiguity or imprecision in the council's resolution, or
(b) to confirm the voting on the resolution.

17.15 In seeking the leave of the chairperson to move to recommit a resolution for the purposes of clause 17.14(a), the councillor is to propose alternative wording for the resolution.

17.16 The chairperson must not grant leave to recommit a resolution for the purposes of clause 17.14(a), unless they are satisfied that the proposed alternative wording of the resolution would not alter the substance of the resolution previously adopted at the meeting.

17.17 A motion moved under clause 17.14 can be moved without notice. Despite clauses 10.20–10.30, only the mover of a motion referred to in clause 17.14 can speak to the motion before it is put.

17.18 A motion of dissent cannot be moved against a ruling by the chairperson under clause 17.14.

17.19 A motion moved under clause 17.14 with the leave of the chairperson cannot be voted on unless or until it has been seconded.

18 AFTER THE MEETING

Minutes of meetings

18.1 The council is to keep full and accurate minutes of the proceedings of meetings of the council.

Note: Clause 18.1 reflects section 375(1) of the Act.

18.2 At a minimum, the General Manager must ensure that the following matters are recorded in the council's minutes:

(a) the names of councillors attending a council meeting and whether they attended the meeting in person or by audio-visual link,
(b) details of each motion moved at a council meeting and of any amendments moved to it,
(c) the names of the mover and seconder of the motion or amendment,
(d) whether the motion or amendment was passed or lost, and
(e) such other matters specifically required under this code.

18.3 The minutes of a council meeting must be confirmed at a subsequent meeting of the council.

Note: Clause 18.3 reflects section 375(2) of the Act.

18.4 Any debate on the confirmation of the minutes is to be confined to whether the minutes are a full and accurate record of the meeting they relate to.

18.5 When the minutes have been confirmed, they are to be signed by the person presiding at the subsequent meeting.

Note: Clause 18.5 reflects section 375(2) of the Act.

18.6 The confirmed minutes of a meeting may be amended to correct typographical or administrative errors after they have been confirmed. Any amendment made under this clause must not alter the substance of any decision made at the meeting.

18.7 The confirmed minutes of a council meeting must be published on the council's website. This clause does not prevent the council from also publishing unconfirmed minutes of its meetings on its website prior to their confirmation.

Access to correspondence and reports laid on the table at, or submitted to, a meeting

18.8 The council and committees of the council must, during or at the close of a meeting, or during the business day following the meeting, give reasonable access to any person to inspect correspondence and reports laid on the table at, or submitted to, the meeting.

Note: Clause 18.8 reflects section 11(1) of the Act.

18.9 Clause 18.8 does not apply if the correspondence or reports relate to a matter that was received or discussed or laid on the table at, or submitted to, the meeting when the meeting was closed to the public.

Note: Clause 18.9 reflects section 11(2) of the Act.

18.10 Clause 18.8 does not apply if the council or the committee resolves at the meeting, when open to the public, that the correspondence or reports are to be treated as confidential because they relate to a matter specified in section 10A(2) of the Act.

Note: Clause 18.10 reflects section 11(3) of the Act.

18.11 Correspondence or reports to which clauses 18.9 and 18.10 apply are to be marked with the relevant provision of section 10A(2) of the Act that applies to the correspondence or report.

Implementation of decisions of the council

18.12 The General Manager is to implement, without undue delay, lawful decisions of the council.

Note: Clause 18.12 reflects section 335(b) of the Act.

19 COUNCIL COMMITTEES

Application of this Part

19.1 This Part only applies to committees of the council whose members are all councillors.

Council committees whose members are all councillors

19.2 The council may, by resolution, establish such committees as it considers necessary.

19.3 A committee of the council is to consist of the mayor and such other councillors as are elected by the councillors or appointed by the council.

19.4 The quorum for a meeting of a committee of the council is to be:
(a) such number of members as the council decides, or
(b) if the council has not decided a number – a majority of the members of the committee.

Functions of committees

19.5 The council must specify the functions of each of its committees when the committee is established but may from time to time amend those functions.

Notice of committee meetings

19.6 The General Manager must send to each councillor, regardless of whether they are a committee member, at least three (3) days before each meeting of the committee, a notice specifying:
(a) the time, date and place of the meeting, and
(b) the business proposed to be considered at the meeting.

19.7 Notice of less than three (3) days may be given of a committee meeting called in an emergency.

Attendance at committee meetings

19.8 A committee member (other than the mayor) ceases to be a member of a committee if the committee member:

(a) has been absent from three (3) consecutive meetings of the committee without having given reasons acceptable to the committee for the member's absences, or
(b) has been absent from at least half of the meetings of the committee held during the immediately preceding year without having given to the committee acceptable reasons for the member's absences.

19.9 Clause 19.8 does not apply if all of the members of the council are members of the committee.

Non-members entitled to attend committee meetings

19.10 A councillor who is not a member of a committee of the council is entitled to attend, and to speak at a meeting of the committee. However, the councillor is not entitled:

(a) to give notice of business for inclusion in the agenda for the meeting, or
(b) to move or second a motion at the meeting, or
(c) to vote at the meeting.

Chairperson and deputy chairperson of council committees

19.11 The chairperson of each committee of the council must be:
(a) the mayor, or
(b) if the mayor does not wish to be the chairperson of a committee, a member of the committee elected by the council, or
(c) if the council does not elect such a member, a member of the committee elected by the committee.

19.12 The council may elect a member of a committee of the council as deputy chairperson of the committee. If the council does not elect a deputy chairperson of such a committee, the committee may elect a deputy chairperson.

19.13 If neither the chairperson nor the deputy chairperson of a committee of the council is able or willing to preside at a meeting of the committee, the committee must elect a member of the committee to be acting chairperson of the committee.

19.14 The chairperson is to preside at a meeting of a committee of the council. If the chairperson is unable or unwilling to preside, the deputy chairperson (if any) is to preside at the meeting, but if neither the chairperson nor the deputy chairperson is able or willing to preside, the acting chairperson is to preside at the meeting.

Procedure in committee meetings

19.15 Subject to any specific requirements of this code, each committee of the council may regulate its own procedure. The provisions of this code are to be taken to apply to all committees of the council unless the council or the committee determines otherwise in accordance with this clause.

19.16 Whenever the voting on a motion put to a meeting of the committee is equal, the chairperson of the committee is to have a casting vote as well as an original vote unless the council or the committee determines otherwise in accordance with clause 19.15.

19.17 Voting at a council committee meeting is to be by open means (such as on the voices, by show of hands or by a visible electronic voting system).

Closure of committee meetings to the public

19.18 The provisions of the Act and Part 14 of this code apply to the closure of meetings of committees of the council to the public in the same way they apply to the closure of meetings of the council to the public.

19.19 If a committee of the council passes a resolution, or makes a recommendation, during a meeting, or a part of a meeting that is closed to the public, the chairperson must make the resolution or recommendation public as soon as practicable after the meeting or part of the meeting has ended, and report the resolution or recommendation to the next meeting of the council. The resolution or recommendation must also be recorded in the publicly available minutes of the meeting.

19.20 Resolutions passed during a meeting, or a part of a meeting that is closed to the public must be made public by the chairperson under clause 19.19 during a part of the meeting that is webcast.

Disorder in committee meetings

19.21 The provisions of the Act and this code relating to the maintenance of order in council meetings apply to meetings of committees of the council in the same way as they apply to meetings of the council.

Minutes of council committee meetings

19.22 Each committee of the council is to keep full and accurate minutes of the proceedings of its meetings. At a minimum, a committee must ensure that the following matters are recorded in the committee's minutes:

(a) the names of councillors attending a meeting and whether they attended the meeting in person or by audio-visual link,
(b) details of each motion moved at a meeting and of any amendments moved to it,
(c) the names of the mover and seconder of the motion or amendment,
(d) whether the motion or amendment was passed or lost, and
(e) such other matters specifically required under this code.

19.23 The minutes of meetings of each committee of the council must be confirmed at a subsequent meeting of the committee.

19.24 Any debate on the confirmation of the minutes is to be confined to whether the minutes are a full and accurate record of the meeting they relate to.

19.25 When the minutes have been confirmed, they are to be signed by the person presiding at that subsequent meeting.

19.26 The confirmed minutes of a meeting may be amended to correct typographical or administrative errors after they have been confirmed. Any amendment made under this clause must not alter the substance of any decision made at the meeting.

19.27 The confirmed minutes of a meeting of a committee of the council must be published on the council's website. This clause does not prevent the council from also publishing unconfirmed minutes of meetings of committees of the council on its website prior to their confirmation.

20 IRREGULARITES

20.1 Proceedings at a meeting of a council or a council committee are not invalidated because of:

(a) a vacancy in a civic office, or

(b) a failure to give notice of the meeting to any councillor or committee member, or

(c) any defect in the election or appointment of a councillor or committee member, or

(d) a failure of a councillor or a committee member to declare a conflict of interest, or to refrain from the consideration or discussion of, or vote on, the relevant matter, at a council or committee meeting in accordance with the council's code of conduct, or

(e) a failure to comply with this code.

Note: Clause 20.1 reflects section 374 of the Act.

21 DEFINITIONS

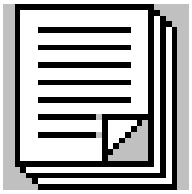
the Act	means the *Local Government Act 1993*
act of disorder	means an act of disorder as defined in clause 15.11 of this code
amendment	in relation to an original motion, means a motion moving an amendment to that motion
audio recorder	any device capable of recording speech
audio-visual link	means a facility that enables audio and visual communication between persons at different places
business day	means any day except Saturday or Sunday or any other day the whole or part of which is observed as a public holiday throughout New South Wales
chairperson	in relation to a meeting of the council – means the person presiding at the meeting as provided by section 369 of the Act and clauses 6.1 and 6.2 of this code, and in relation to a meeting of a committee – means the person presiding at the meeting as provided by clause 19.11 of this code
this code	means the council's adopted code of meeting practice
Committee of the council	means a committee established by the council in accordance with clause 19.2 of this code (being a committee consisting only of councillors) or the council when it has resolved itself into committee of the whole under clause 12.1
council official	has the same meaning it has in the Model Code of Conduct for Local Councils in NSW
day	means calendar day
division	means a request by two councillors under clause 11.7 of this code requiring the recording of the names of the councillors who voted both for and against a motion
foreshadowed amendment	means a proposed amendment foreshadowed by a councillor under clause 10.18 of this code during debate on the first amendment
foreshadowed motion	means a motion foreshadowed by a councillor under clause 10.17 of this code during debate on an original motion
open voting	means voting on the voices or by a show of hands or by a visible electronic voting system or similar means

planning decision	means a decision made in the exercise of a function of a council under the *Environmental Planning and Assessment Act 1979* including any decision relating to a development application, an environmental planning instrument, a development control plan or a development contribution plan under that Act, but not including the making of an order under Division 9.3 of Part 9 of that Act
performance improvement order	means an order issued under section 438A of the Act
quorum	means the minimum number of councillors or committee members necessary to conduct a meeting
the Regulation	means the *Local Government (General) Regulation 2021*
webcast	a video or audio broadcast of a meeting transmitted across the internet either concurrently with the meeting or at a later time
year	means the period beginning 1 July and ending the following 30 June

Document Control

Policy History	Approving Authority	Date
Adopted the Model Code of Meeting Practice 2021	**Council**	27 June 2022
Changes made to clauses 5.18 - 5.21 of the Code of Meeting Practice.	**Council**	12 August 2024
Adopted the Code of Meeting Practice as required under s360 of the Local Government Act 1993 (NSW).	**Council**	25 August 2025

ATTACHMENT



Date of Meeting: 29 June 2026

Delivery Program: Strategic Direction 5

Service: Financial Services

Report Title: 2025-2026 Voted Works

2025-26 VOTED WORKS

as at 29 June 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	5,000	CACP
12-Aug-24	13	Acceptance of Grant Funding - Natural Disaster Relief Assistance*	25,000	19,054	MP
26-Aug-24	1	Penrith Mayoral Challenge - Monfarville Reserve*	15,000	15,000	MP
26-May-25	UB1	Nepean Business Network Annual Event	1,000	1,000	CACP
25-Aug-25	NM3	Vegetation Clearing - Communications Plan	373	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	167	CACP
23-Feb-26	UB2	Nepean Research Foundation	667	667	CACP
23-Feb-26	UB3	Emu Plains ANZAC Day Service	459	459	CF
23-Mar-26	UB1	Share the Dignity Program	3,418	3,418	LS
20-Apr-26	UB1	Police Officer of the Year Award Ceremony	173	173	CACP
20-Apr-26	UB2	Our Community Cares High Tea	150	150	CACP
4-May-26	UB1	Western Sydney Corporate Charity Lunch 2026	1,167	1,167	CACP
4-May-26	UB2	Royce Simmons Foundation	1,000	1,000	CACP
25-May-26	UB1	Grab Life by the Balls – Men's Mental Health Charity	500	-	CACP
			64,418		
		TOTAL VOTE UNCOMMITTED FOR SOUTH WARD	**234,722**		
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	5,000	CACP
12-Aug-24	13	Acceptance of Grant Funding - Natural Disaster Relief Assistance*	25,000	19,054	MP
26-Aug-24	1	Penrith Mayoral Challenge - Monfarville Reserve*	15,000	15,000	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	373	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	1,000	CF
23-Feb-26	UB1	Kingswood High School - "Celebrating Our Seniors"	167	167	CACP
23-Feb-26	UB2	Nepean Research Foundation	667	667	CACP
23-Feb-26	UB3	Emu Plains ANZAC Day Service	459	459	CF
23-Mar-26	UB1	Share the Dignity Program	3,418	3,418	LS
20-Apr-26	UB1	Police Officer of the Year Award Ceremony	173	173	CACP
20-Apr-26	UB2	Our Community Cares High Tea	150	150	CACP
4-May-26	UB1	Western Sydney Corporate Charity Lunch 2026	1,167	1,167	CACP
4-May-26	UB2	Royce Simmons Foundation	1,000	1,000	CACP
25-May-26	UB1	Grab Life by the Balls – Men's Mental Health Charity	500	-	CACP
		Total Vote Committed	**66,469**		
		TOTAL VOTE UNCOMMITTED FOR NORTH WARD	**322,178**		
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	5,000	CACP
12-Aug-24	13	Acceptance of Grant Funding - Natural Disaster Relief Assistance*	25,000	19,054	MP
26-Aug-24	1	Penrith Mayoral Challenge - Monfarville Reserve*	15,000	15,000	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	373	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	167	CACP
23-Feb-26	UB2	Nepean Research Foundation	667	667	CACP
23-Feb-26	UB3	Emu Plains ANZAC Day Service	459	459	CF
23-Mar-26	UB1	Share the Dignity Program	3,418	3,418	LS
20-Apr-26	UB1	Police Officer of the Year Award Ceremony	173	173	CACP
20-Apr-26	UB2	Our Community Cares High Tea	150	150	CACP
4-May-26	UB1	Western Sydney Corporate Charity Lunch 2026	1,167	1,167	CACP
4-May-26	UB2	Royce Simmons Foundation	1,000	1,000	CACP
25-May-26	UB1	Grab Life by the Balls – Men's Mental Health Charity	500	-	CACP
		Total Vote Committed	**64,289**		
		TOTAL VOTE UNCOMMITTED FOR EAST WARD	**233,806**		
SUMMARY					
		Total Vote for 2025-26	**985,882**		
		Less Total Vote Committed	**195,176**		
		TOTAL VOTE UNCOMMITTED	**790,706**		

* Adopted March 2025 Quarter Revote

** Annual allocation for four years

*** Adopted June 2025 Quarter Revote