

## Ordinary Meeting

**Meeting Date:** Tuesday, 27 January, 2026

**Location:** Council Chambers, City Administrative Building, Bridge Road, Nowra

## Attachments (Under Separate Cover)

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Shoalhaven  
City Council

DRAFT

# Shoalhaven Contributions Plan 2026

CL26.13 - Attachment 1



## Acknowledgement of Country

Walawaani (welcome),

Shoalhaven City Council recognises the First Peoples of the Shoalhaven and their ongoing connection to culture and country. We acknowledge Aboriginal people as the Traditional Owners, Custodians and Lore Keepers of the world's oldest living culture and pay respects to their Elders past, present and emerging.

Walawaani njindiwan (safe journey to you all)

*This acknowledgment includes Dhurga language. We recognise and understand that there are many diverse languages spoken within the Shoalhaven.*



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## 1. Executive Summary

The Shoalhaven Local Government Area (LGA) is anticipated to grow by an additional 24,530 people by 2046, supported by a robust and growing economy. Resulting development will generate a demand for a range of local community infrastructure across the LGA, and as such, it is reasonable for that development to contribute towards the provision of this infrastructure.

This Plan addresses the expected future types of development, the local infrastructure required to meet the demand generated by that development and the contributions that will be payable by new development to wholly or partly meet the cost of the infrastructure.

The Works Schedules at Appendix E and F establish the local infrastructure works Council will deliver, the estimated timing and cost of the works and the proportion of works that will be funded by development through this Plan. These schedules also identify local infrastructure previously provided by Council, the cost of which will be recouped under the Plan.

A total of 40 works items is provided for, with a total estimated cost of approximately \$247 million (excluding grants), across a range of infrastructure typologies including recreation, roads and community facilities. A summary of these costs is shown in **Table 1**, and outlined in detail in Appendix E and F.

**Table 1: Summary of works schedule**

Infrastructure Category	S7.11		S7.12	
	Number of items	Total Estimated Cost	Number of items	Total Estimated Cost
Access, Servicing and Public Domain	16	\$88,236,379.14	7	\$16,672,597.23
Open Space and Recreation	12	\$92,276,627.78	1	\$2,852,124.00
Community and Cultural	4	\$47,383,901.94	0	\$0
<b>Total</b>	<b>32</b>	<b>\$227,896,908.85</b>	<b>8</b>	<b>\$19,524,721.23</b>

Contributions under this plan will be calculated in different ways depending on the type of development, and the type of development contribution required. The two types of development contributions are referred to as either section 7.11 contributions (monetary contributions apportioned to development) or section 7.12 levies (levy calculated as a percentage of the estimate cost of development).

Section 7.11 contributions may involve the payment of a monetary contribution and/or the dedication of land free of cost to Council.





**Table 2** summarises the section 7.11 contribution rates applicable to residential accommodation and subdivision in each of the catchments to which this Plan applies (refer to Section 3 of this Plan).

**Table 2: Section 7.11 Contribution Rate per Dwelling or Lot**

Catchment	Contribution Rate Residential Accommodation	Contribution Rate Residential Subdivision
Planning Area 1	\$2,924.29	\$2,924.29
Planning Area 2	\$3,074.35	\$3,074.35
Planning Area 3	\$5,212.54	\$5,212.54
Planning Area 4	\$4,175.73	\$4,175.73
Planning Area 5	\$2,889.81	\$2,889.81
Moss Vale Road South URA Benefiting Area	\$30,000.00	\$30,000.00
Mundamia URA Benefiting Area	\$28,128.63	\$28,128.63
West Nowra Benefiting Area	\$6,774.32	\$6,774.32
Huskisson Benefiting Area	\$6,414.39	\$6,414.39
Badgee (Sussex Inlet) Benefiting Area	\$7,373.45	\$7,373.45
Milton Benefiting Area	\$20,000.00	\$20,000.00
Kings Point Benefiting Area	\$7,928.33	\$7,928.33

The section 7.12 contribution is calculated by multiplying the proposed development cost by applicable percentage contribution rate, as follows:

- \$0 to \$100,000 – Nil (no levy payable).
- \$100,001 to \$200,000 – 0.5%.
- Over \$200,000 – 1%.

<sup>1</sup> These are the base rates for the [INSERT UPON COMMENCEMENT] quarter. These rates will be indexed annually in accordance with Section 4.5 of this Plan, with current rates updated regularly on Council's website.



## 2. Background

### 2.1 Purpose of this Plan

This Plan is called the Shoalhaven Contributions Plan 2026. The primary purpose of the Plan is to authorise:

- The consent authority, when granting consent to an application to carry out development to which this Plan applies; or
- Council or a registered certifier, when issuing a complying development certificate for development to which this Plan applies,

to require a development contribution under section 7.11 or 7.12 of the Environmental Planning and Assessment Act 1979 (the EP&A Act) to be made towards:

- The provision, extension or augmentation of community infrastructure to meet the demands of future development; and
- The recoupment of the cost of providing, extending or augmenting community infrastructure within the area to which this Plan applies, that has been provided in anticipation of, or to facilitate, future development.

Other purposes of the Plan are to:

- Ensure that reasonable community infrastructure is provided for to meet the demand created by new development.
- Provide an administrative framework under which local infrastructure contributions may be implemented and coordinated.
- Provide a comprehensive plan for the efficient determination, collection and management of local infrastructure contributions.
- Ensure that the existing Shoalhaven community is not burdened by the provision of additional infrastructure required as a result of future development.
- Enable Council to be both publicly and financially accountable in its assessment and management of this Plan.

This Plan has been prepared in accordance with the provisions of the EP&A Act, the Environmental Planning and Assessment Regulation 2021 (the EP&A Regulation) and associated practice notes published by the NSW Department of Planning, Housing and Infrastructure.

### 2.2 Where this plan applies

The Shoalhaven Contributions Plan 2026 applies to all land in the Shoalhaven LGA (Figure 1).

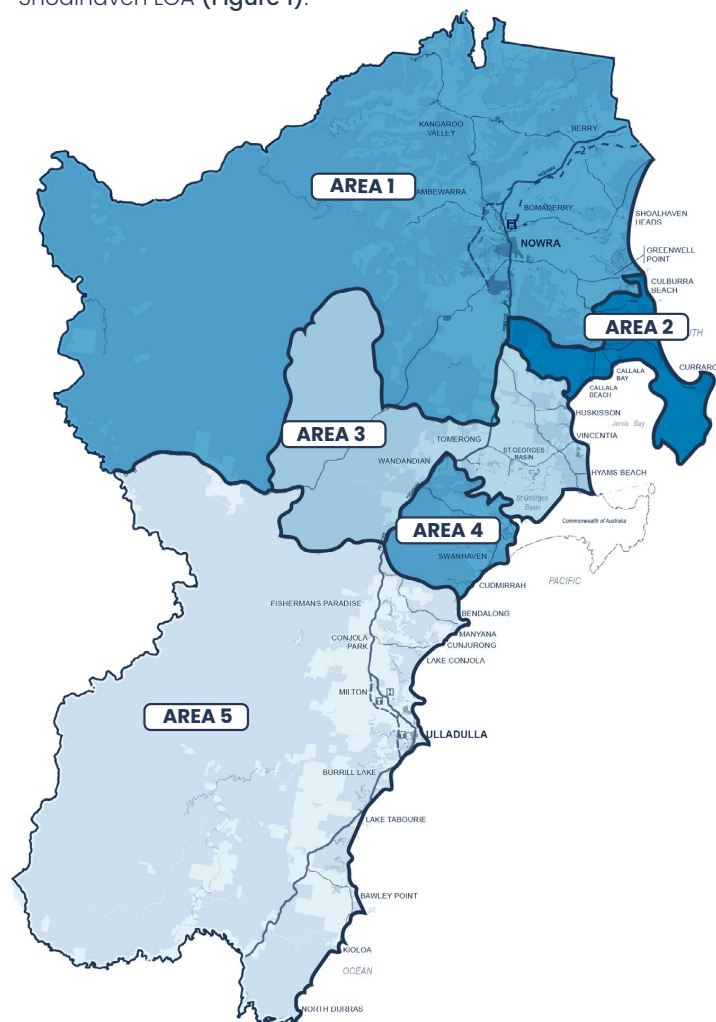


Figure 1: Land to which this Plan applies – Shoalhaven LGA



## 2.3 Exemptions

This Plan does not apply to the following parts of a development:

- Development by or on behalf of the State Government/Crown or Council, that in the opinion of Council, does not increase the demand for community infrastructure works addressed by this Plan.
- Public housing within the meaning of the Housing Act 2001.
- Seniors housing and/or affordable housing carried out by or on behalf of a social housing provider. Proof of provider status will be required. The exemption is subject to a covenant with land use restrictions being imposed on the land under the Conveyancing Act 1919, to ensure that the land uses are provided in perpetuity. The covenant will require development contributions to be made in accordance with the relevant contributions at the date of the consent, if Council, at its sole discretion, agrees to lift the covenant.
- Development excluded from section 7.11 contributions or section 7.12 levies by way of a direction made by the Minister for Planning and Public Spaces.
- Development that is not likely to increase the demand for local infrastructure, in relation to section 7.11 contributions.
- Development that has a cost of \$100,000 or less, in relation to section 7.12 levies.
- Temporary uses.

If the development is a mixed use development that includes any of the above excluded development, only the excluded component of the development will be excluded from the need to pay a contribution under this Plan. For example, a development that includes affordable housing carried out by or on behalf of a social housing provider and standard housing would only receive an exemption for the affordable housing element, subject to the restriction above.

If an exemption is being sought for part or the whole of the development, the Applicant is to clearly outline as part of the development or complying development application how the development is consistent with the exemption. Whether a development meets the exemption criteria above, either partially or wholly, is at the sole discretion of Council. If Council is satisfied that the development meets an exclusion category (wholly or partially), it will exclude the development (wholly or partially) from the need to pay the associated contribution.

In the case of complying development, a registered certifier must not exempt a development from the need to pay a contribution under this Plan unless written confirmation is first provided by Council.

## 2.4 Development to which this Plan applies

### Development to which section 7.11 contributions apply

This plan, so far as it authorises conditions of development consent requiring section 7.11 contributions, applies to development for the purposes of Residential Accommodation that will increase the number of dwellings on a Development Site and to the subdivision of land.

### Development to which section 7.12 levies apply

This plan, so far as it authorises conditions of development consent requiring the payment of section 7.12 levies, applies to development for the purposes of Residential Accommodation that will not increase the number of dwellings on a Development Site and to all types of non-residential development.

Refer to Section 2.3 of this Plan for exemptions from section 7.11 contributions and section 7.12 levies.

## 3. How to use this plan

### 3.1 Determining the contribution type

The following development is subject to a section 7.11 contribution, where that development is likely to require the provision of or will increase the demand for local infrastructure:

- Residential accommodation that will result in a net increase in the number of dwellings on the development site.
- A subdivision of land that creates a lot for the purpose of a dwelling, therefore resulting in a net increase in the number of residential lots over the land.

For clarity, the first dwelling on a vacant lot that paid contributions at the subdivision stage is not considered to result in a net increase in the number of dwellings on the development site.

The following development is subject to a section 7.12 contribution:

- Residential accommodation that will not result in an increase in the number of dwellings on the development site (e.g., alterations and additions to an existing dwelling, first dwelling on a development site, or the rebuilding of an existing dwelling).
- Other residential development that is not defined as residential accommodation (e.g., not exclusively, boarding houses, co-living housing, group homes, hostels, residential care facilities).
- All types of non-residential development.

Figure 2 outlines the process to determine whether contributions will apply to the development under this Plan, and if so, what type of contribution would be payable. Table 3 shows the most common development types in the Shoalhaven area and what type of contribution would be payable in those scenarios.

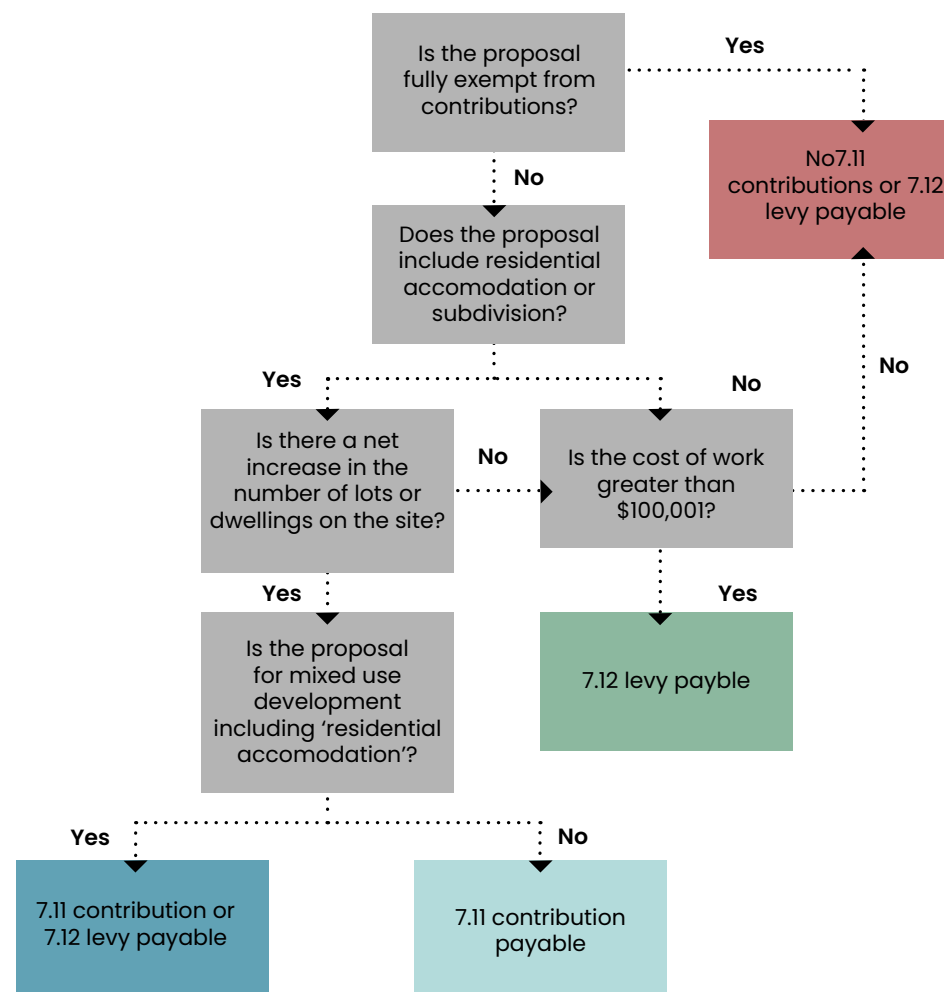


Figure 2: Determining if a contribution is payable and what type





Table 3: Contribution type that would apply to common development

Common Development	Contribution Type
<b>Residential</b>	
Subdivision that creates a lot for the purpose of a dwelling	Section 7.11 contribution
Alteration or addition to an existing dwelling (not resulting in a net increase of dwellings)	Section 7.12 levy
Single (first) dwelling house on a vacant lot	Section 7.12 levy
Replacement dwelling/s (knock down, rebuild)	Section 7.12 levy
Dual occupancy	Section 7.11 contribution
Secondary dwelling	Section 7.11 contribution
Multi dwelling housing and multi dwelling housing (terraces)	Section 7.11 contribution
Manor house	Section 7.11 contribution
Shop top housing and residential apartment buildings	Section 7.11 contribution
Boarding houses, co-living housing, group homes, hostels	Section 7.12 levy
Residential care facility	Section 7.12 levy
Seniors living housing (independent living units)	Section 7.11 contribution <sup>2</sup>
All other residential development resulting in a net increase of dwellings	Section 7.11 contribution
Change of use (non-residential to residential)	Section 7.11 contribution

Common Development	Contribution Type
<b>Non-Residential</b>	
Retail	Section 7.12 levy
Commercial and offices	Section 7.12 levy
Industrial	Section 7.12 levy
Educational establishments	Section 7.12 levy
Tourist and visitor accommodation	Section 7.12 levy
Change of use (residential or non-residential to non-residential)	Section 7.12 levy
Subdivision (excluding a lot created for the purpose of a dwelling)	Section 7.12 levy
Development in certain centre locations that has a non-residential parking space deficiency	Refer to Council's Planning Agreement Policy and Development Control Plan
All other non-residential development	Section 7.12 levy
Temporary uses	No contributions payable
<b>Mixed use</b>	
Development with a residential and non-residential component	Section 7.11 contribution or section 7.12 Levy, whichever is the greater

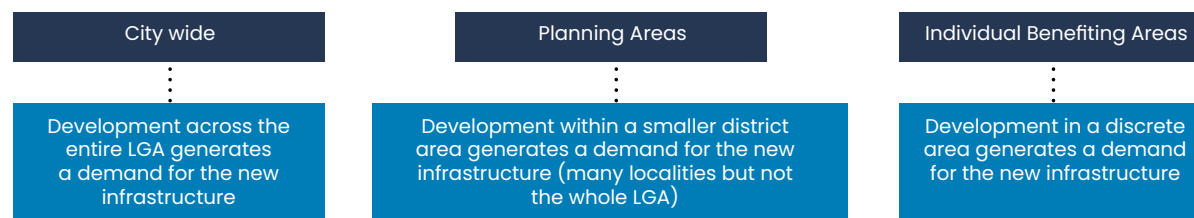
<sup>2</sup> Refer to section 2.3 of this plan for exemptions in certain circumstances.



## 3.2 Determining the Section 7.11 contribution catchment

The Shoalhaven LGA covers a large area of 4,660 square kilometres. Development across the LGA is not uniform, which requires a tailored analysis of development for several different parts of the LGA. This enables a more adequate prediction of the resulting demand for local infrastructure and the contribution rates for development within those different areas.

In this Plan, these separate parts are referred to as 'catchments'. There are three different types of catchments: citywide, planning area and individual benefiting areas (**Figure 3**).



**Figure 3: Catchment types**

The Citywide catchment applies to the whole LGA (**Figure 1**).

The Planning Area catchments align with the five district level planning areas across the LGA (**Figure 1**). The main localities included within the planning areas are outlined in **Table 4**. The five planning areas have been established to provide a spatial basis for strategic planning considerations as well as for the delivery of services. Planning Areas 1, 3 and 5 are based on the major urban areas of Nowra Bomaderry, Bay and Basin, and Milton-Ulladulla. Planning Areas 2 and 4 are secondary urban areas which include villages such as Culburra Beach, Callala Beach, Callala Bay and Sussex Inlet.

**Table 4: Planning area localities**

Planning Area	Main Localities
1	Berry, Bomaderry, Badagarang, Cambewarra Village, Greenwell Point, Kangaroo Valley, Nowra, Shoalhaven Heads, Terara
2	Callala Bay, Callala Beach, Culburra Beach, Currarong, Myola, Orient Point
3	Basin View, Bewong, Erowal Bay, Huskisson, Hyams Beach, Old Erowal Bay, Sanctuary Point, St Georges Basin, Tomerong, Vincentia, Wandandian, Woollamia, Wrights Beach
4	Berrara, Cudmirrah, Sussex Inlet, Swan Haven
5	Bawley Point, Bendalong, Burrill Lake, Conjola Park, Cunjurong, Depot Beach, Dolphin Point, Durras North, Fishermans Paradise, Kings Point, Kioloa, Lake Conjola, Lake Tabourie, Manyana, Mollymook, Milton, Narrawallee, Ulladulla





This Plan allows for seven smaller individual benefiting areas for discrete communities with specific infrastructure needs resulting from development. These areas are generally greenfield release areas where a demand for certain infrastructure is generated wholly or partially by the proposed development in that catchment, rather than many localities or the whole LGA. The individual benefiting areas included in this Plan are:

- Moss Vale Road South Urban Release Area (URA).
- Mundamia URA.
- West Nowra.
- Huskisson.
- Badgee (Sussex Inlet).
- Milton.
- Kings Point.

The subject land of each benefiting area is shown in **Figure 4** to **Figure 10**.

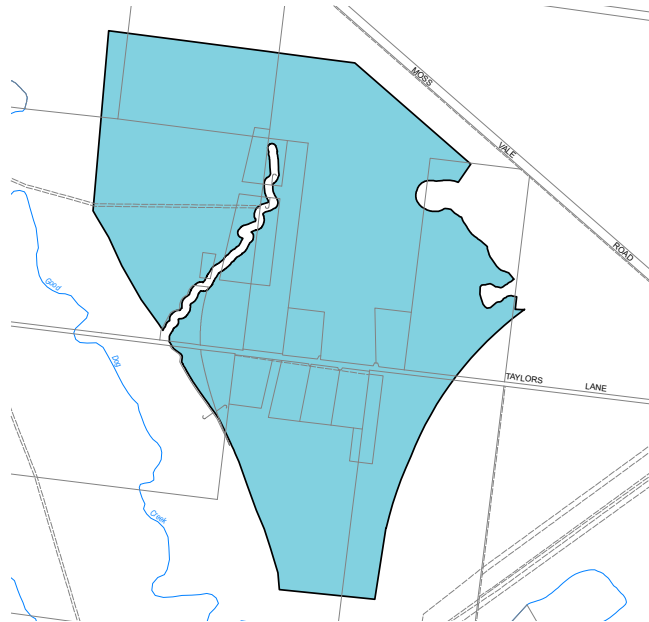


Figure 4: Moss Vale Road South URA Benefiting Area

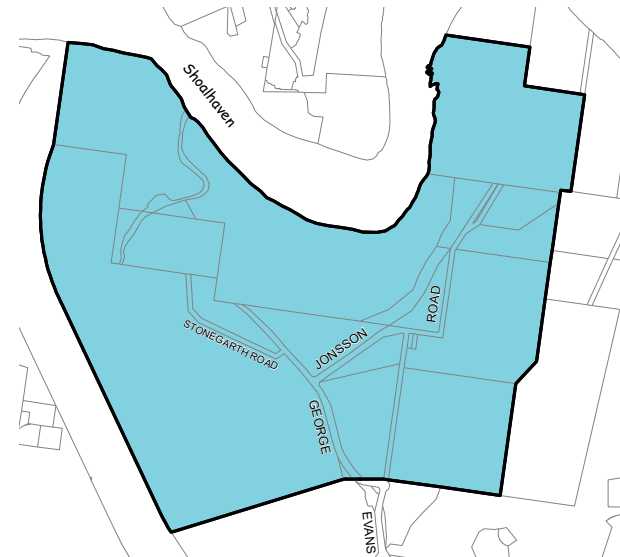


Figure 5: Mundamia URA Benefiting Area

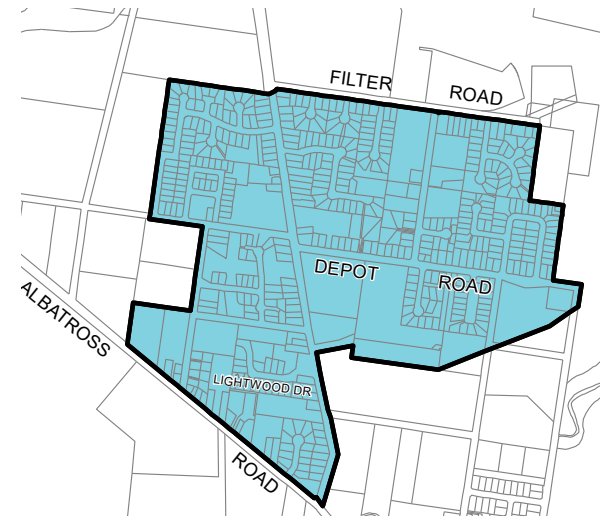


Figure 6: West Nowra Benefiting Area

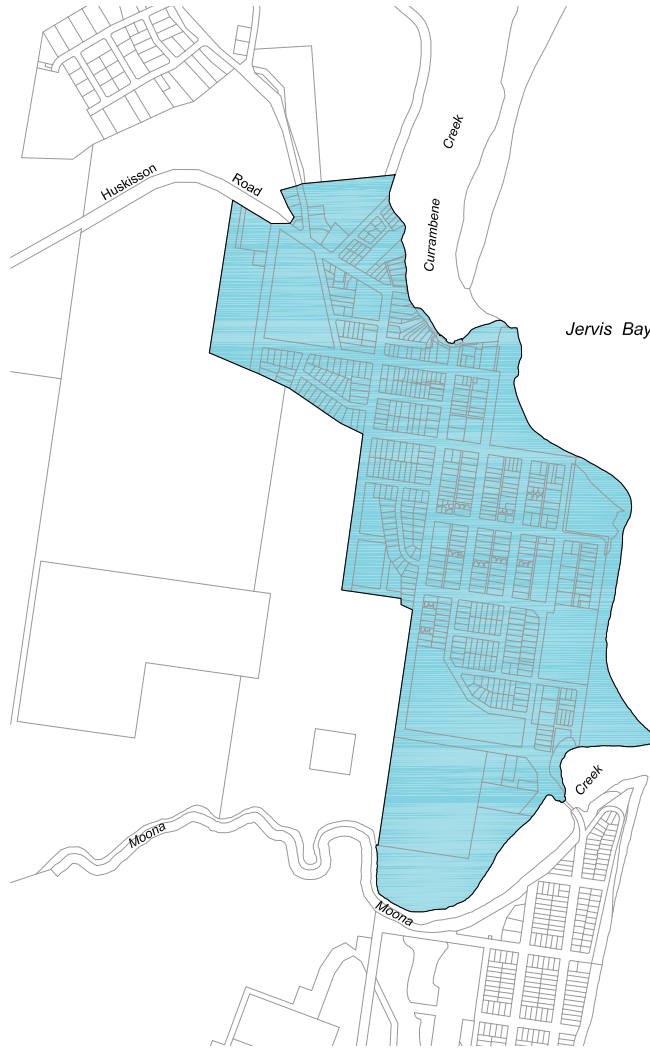


Figure 7: Huskisson Benefiting Area

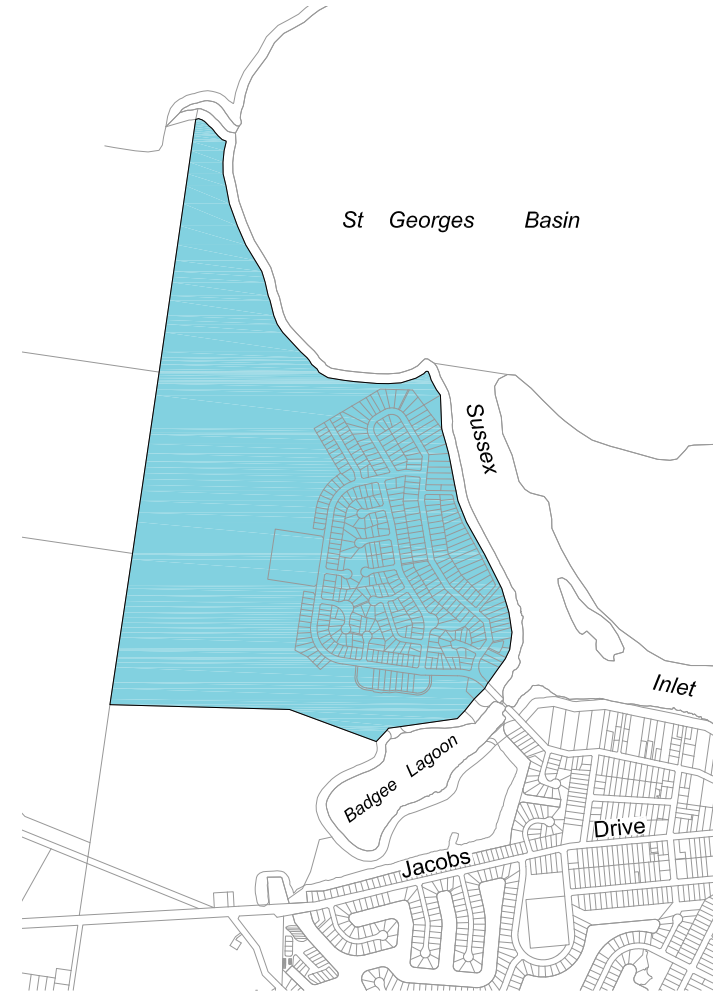


Figure 8: Badgee (Sussex Inlet) Benefiting Area



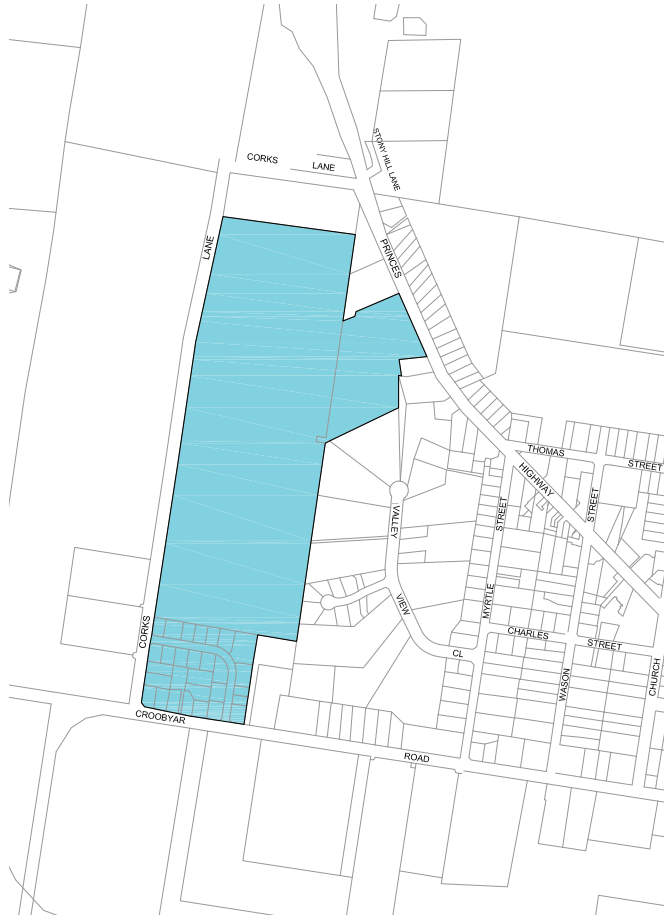


Figure 9: Milton Benefiting Area

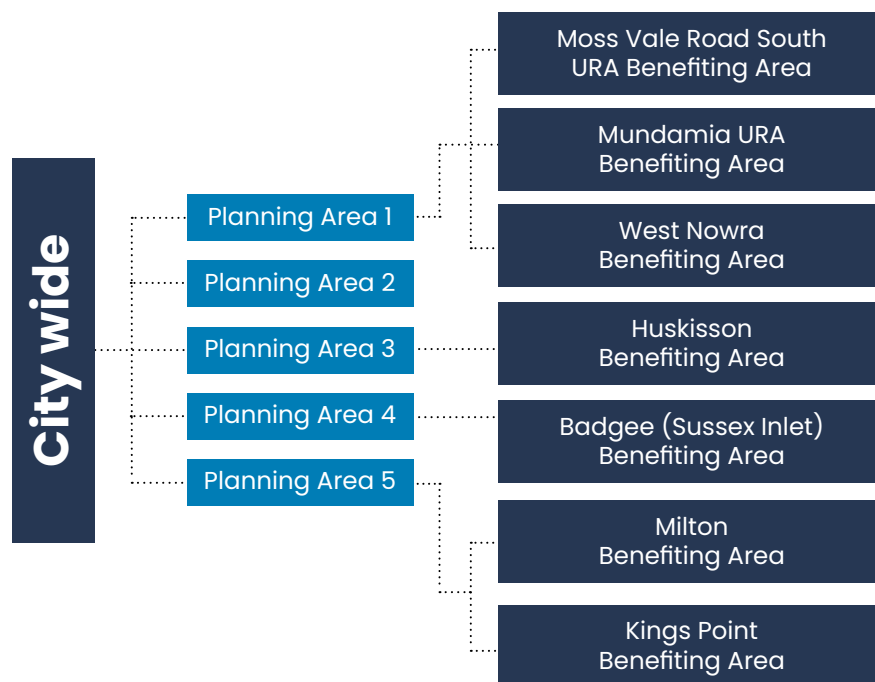


Figure 10: Kings Point Benefiting Area



The contribution payable for each development will vary depending on where the development is located. All development across the LGA will contribute towards the cost of the Citywide catchment local infrastructure works.

All development will also contribute to the cost of local infrastructure works in the planning area catchment where the development is located. If the development is also located within one of the discrete benefiting areas catchments, development in that area will contribute towards local infrastructure in that catchment as well. This is shown in **Figure 11** and further explained in the scenarios below.



#### Contribution Catchment Example Scenario 1

A residential subdivision is proposed at Ulladulla. The development will be levied the Planning Area 5 catchment rate. This rate includes a contribution towards the Citywide and Planning Area 5 catchments local infrastructure.

#### Contribution Catchment Example Scenario 2

A dual occupancy development is proposed at Badagarang in the Moss Vale Road South URA. The development will be levied the Moss Vale Road South URA Benefiting Area catchment rate. This rate includes a contribution towards local infrastructure items in the Citywide, Planning Area 1 and Moss Vale Road South URA Benefiting Area catchments.

Figure 11: Section 7.11 contribution catchments



## 3.3 Calculating the contribution

### Dwellings and Certain Subdivisions – Section 7.11 Contributions

The section 7.11 contribution rate for each type of development within each of the catchments is outlined in **Table 2** in Section 1 of this Plan, with the total contribution amount calculated as follows.

Contribution rate for the development = number of net dwellings and/or residential lots x \$ contribution rate per catchment

A single development consent can only be subject to one type of local infrastructure contribution, either a section 7.11 contribution or a section 7.12 levy, not both. In the case of a mixed use development (that is, a development comprising two or more different development types), the contribution type applied will be the one that yields the highest contribution amount.

Refer to the worked examples at Appendix A for guidance.

### Other Development – Section 7.12 levy

The relevant development application must be accompanied by a development cost summary in order to support the calculation of the proposed development cost. Refer to Section 4.2 of this Plan for more detail.

The section 7.12 contribution is calculated by multiplying the proposed development cost by applicable percentage contribution rate in **Table 5**.

Table 5: Section 7.12 Levy

Proposed development cost	Section 7.12 contribution rate
\$0 to \$100,000	Nil
\$100,001 to \$200,000	0.5%
Over \$200,000	1%

A single development consent can only be the subject of one type of local infrastructure contribution, either a section 7.11 contribution or a section 7.12 levy, not both. In the case of a mixed use development (that is, a development comprising two or more different development types), the contribution type applied will be the one that yields the highest contribution amount.

Refer to the worked examples at Appendix A for guidance.



## 3.4 Authorisation to impose section 7.11 contribution and 7.12 levy conditions

### Section 7.11(1) and (3) contribution conditions (monetary contributions/land dedication and recoupment of costs)

This plan authorises the consent authority to grant development consent subject to a condition imposed under and in accordance with section 7.11(1) and (3) of the *Environmental Planning and Assessment Act 1979* and determined in accordance with this plan, requiring the:

- Payment of a monetary contribution or the dedication of land or both to Council towards the provision, extension of augmentation of public amenities and public services by Council.
- Payment of a monetary contribution to Council towards the recoupment by Council of the cost of the past provision, extension of augmentation of public amenities and public services by Council.

The works for which a monetary section 7.11 condition may be imposed are specified in Appendix E of this plan.

### Section 7.12 levy condition

This plan authorises the consent authority to grant development consent subject to a condition imposed under and in accordance with section 7.12(1) of the EP&A Act and determined in accordance with this plan requiring the payment to Council of a levy of the proposed cost of carrying out development the subject of the consent as determined by Council in accordance with section 208 of the *Environmental Planning and Assessment Regulation 2021* and this plan.

The works for which a monetary section 7.12 condition may be imposed are specified in Appendix E and F of this plan.

### Complying development certificates – monetary section 7.11(1) condition

This plan imposes an obligation on a certifier to issue a complying development certificate subject to a condition imposed under and in accordance with:

- Section 7.11(1) of the EP&A Act and determined in accordance with this plan, requiring the payment of a monetary contribution to Council towards the provision, extension of augmentation of public amenities and public services by Council.
- Section 7.12(1) of the EP&A Act and determined in accordance with this plan requiring the payment to Council of a levy of the proposed cost of carrying out development the subject of the certificate as determined in accordance with section 208 of the *Regulation* and this plan.

The condition must require the payment of the monetary contribution (section 7.11) or the levy (section 7.12) to Council before the commencement of the building work or subdivision work authorised by the certificate.

The works in respect of which a monetary section 7.11(1) condition may be imposed are specified in Appendix E of this plan. The works in respect of which a monetary section 7.12 condition may be imposed are specified in Appendix E and F of this plan.

### Contribution cap

A consent authority or a registered certifier must not impose a section 7.11 contribution that exceeds \$20,000 per residential dwelling or residential lot, in accordance with the relevant Ministerial Direction<sup>3</sup>. The exception to this is the Moss Vale Road South, Moss Vale Road South North and Mundamia urban release areas, where a section 7.11 contribution cannot exceed \$30,000 per residential dwelling or residential lot<sup>4</sup>.

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<sup>3</sup> [Environmental Planning and Assessment \(Local Infrastructure Contributions\) Direction 2012](#)

<sup>4</sup> [Environmental Planning and Assessment \(Local Infrastructure Contributions\) Amendment Direction 2021](#)



## 3.5 Making the contribution

The Section 7.11 contribution or Section 7.12 levy must be made to Council at the time specified in the development consent condition that imposes the contribution:

- Development applications involving building work only: Before the release of the construction certificate.
- Development applications involving subdivision only: Before the release of the subdivision certificate.
- Development applications involving building work and subdivision: Before the release of the construction or subdivision certificate, whichever occurs first.
- Development where no further approvals or certification is required: Before the development consent operates.

For development authorised under a complying development certificate, the Section 7.11 contribution or Section 7.12 levy must be made to Council prior to any building or subdivision work commencing, as required by section 156 of the EP&A Regulation.

The amount of a local infrastructure contribution indexed in accordance with this plan must be made at the time of payment specified in a condition of development consent or a complying development certificate. Refer to Section 4.7 of this Plan for more information.

## 3.6 Obligations applying to complying development certificates

In accordance with section 4.28(9) of the EP&A Act and section 156 of the EP&A Regulation:

- A complying development certificate must impose a condition requiring a monetary local infrastructure contribution authorised by this plan to be made to Council, and
- The contribution must be made before the work authorised by the certificate commences.

Failure to adhere to the obligations in this subsection may render a certificate invalid, exposing the registered certifier to legal action.

## 3.7 Alternatives to contributions under this plan

Council may accept an offer by an applicant to provide a material public benefit in part or full satisfaction of or instead of a contribution imposed as a condition of development consent or otherwise able to be imposed under this plan. This could include the carrying out of work or providing another kind of material public benefit.

Refer to Council's Works in Kind Agreement and Planning Agreement Policies for details.

## 4. Other administrative matters

### 4.1 Section 7.12 Development Cost Summary

This section only applies to the calculation of section 7.12 levies.

The lodgement requirements for a development application or an application for a complying development certificate on the NSW Planning Portal includes the provision of an estimate of the proposed cost of carrying out the development.

Council's [Estimated Development Cost summary template](#) can be used for this purpose, or a cost summary may be submitted in another form, however it must remain consistent with the requirements of section 208 of the EP&A Regulation. The Estimated Development Cost Summary Reports are to be prepared at the applicant's cost and must be prepared by the following person, where the estimate is:

- Less than \$3,000,000: A suitably qualified and experienced person.
- \$3,000,000 or more: A registered quantity surveyor.

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Council reserves the right to validate all cost summaries submitted by an applicant using a standard costing guide or other generally accepted costing method. Should the costing be considered inaccurate in any way (including following the passing of time), Council may, at its sole discretion and at the applicant's cost, engage a person referred to above to review the submitted costs before contributions are imposed on the consent.

## 4.2 Other matters concerning land dedication and land acquisition

### **Dedication of land identified in a development application for subdivision as intended to be dedicated to Council for a public purpose**

This plan authorises the imposition of a condition of development consent under section 7.11(1) of the Act by the consent authority requiring the dedication of land free of cost to Council identified in a development application for the subdivision of land (including in the plans accompanying the development application) as being intended to be dedicated to Council for a public road, public pathway, public cycleway or other public accessway, public reserve or public open space, or public stormwater drainage within the subdivision.

### **Acquisition of land using monetary development contributions and levies made to Council**

Land that is acquired by Council using monetary section 7.11 contributions or s7.12 levies for the purposes of providing works specified or described in the Works Schedules in Appendices E and F of this plan will be acquired in accordance with the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991*. The land identified for acquisition is specified in Appendix G.

### **Dedication of land identified for acquisition**

Where a development site contains land identified for acquisition in Appendix G of this Plan, Council may impose a condition of consent requiring that land be dedicated free of charge to Council. The section 7.11 contribution will be adjusted accordingly to reflect the value of land to be dedicated in lieu of a monetary contribution.

## 4.3 Transitional arrangements

This Plan applies to a consent granted to a development application or a complying development certificate issued on or after [INSERT COMMENCEMENT DATE OF PLAN].

Applications to modify a consent under section 4.55 of the EP&A Act will be determined against the same contribution plan that was applied to the original consent.

## 4.4 Pooling of contributions funds and use of 7.12 funds

To assist in the timely delivery of community infrastructure to facilitate and support development, this Plan authorises the Section 7.11 contributions made for the different contribution projects in the section 7.11 Works Schedule (Appendix E) to be pooled and applied progressively to priority projects in that works schedule. The proposed priority for the expenditure of pooled monetary contributions are set out in the works schedule.

This Plan authorises Council, at its discretion, to apply a Section 7.12 levy collected under this Plan towards meeting the costs of any of the projects specified in the Section 7.12 Levy Works Schedule at Appendix F and the Section 7.11 Works Schedule at Appendix E.

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## 4.5 Indexation of contribution rates and contributions

### Indexation of section 7.11(1) monetary contribution rates

The section 7.11(1) contribution rates for monetary contributions specified in this plan will be adjusted at the beginning of each quarter, according to positive movements in the Consumer Price Index (All Groups Index) for Sydney (CPI) for the previous quarter, to ensure the value of the works specified or described in Appendix E remains as current as possible.

Indexation will occur without amending the Plan and the latest indexed contribution rates will be published on Council's website.

### Indexation of costs for monetary recoupment contributions under section 7.11(3)

The costs incurred by Council specified or described in the Works Schedules at Appendix E, relating to the past provision of works in anticipation of and to benefit future development, will be adjusted at the beginning of each quarter, according to positive movements in the Consumer Price Index (All Groups Index) for Sydney (CPI) for the previous quarter, to ensure the value of the works specified or described in Appendix E remains as current as possible.

### Indexation of monetary section 7.11 contributions payable under a development consent condition

The amount of a monetary section 7.11 condition payable to Council under a condition of a development consent that has been granted will be adjusted before payment according to positive movements in the Consumer Price Index (All Groups Index) for Sydney (CPI) for the period between the date of the consent and the day on which the section 7.11 contribution is made.

### Indexation of section 7.12 levies

For the purpose of calculating the amount of a section 7.12 levy payable to Council, pursuant to a condition of a development consent that has been granted, the proposed cost of carrying out the development the subject of the consent will be adjusted before payment of the section 7.12 levy according to positive movements in the Consumer Price Index (All Groups Index) for Sydney (CPI) for the period between the date of the consent and the day on which the section 7.12 levy is made.

## 4.6 Council obligations and access to information

In accordance with the EP&A Act and EP&A Regulation, Council is required to:

- Provide public access to this Plan and supporting documents.
- Maintain and make accessible a contributions register.
- Provide annual financial reporting of contributions and access to accounting records for contributions income and expenditure.

This information is available either on Council's website or can be made available upon request.

## 4.7 Goods and services tax

The costs of contributions projects included in this Plan and the monetary contribution rates are exclusive of the Goods and Services Tax (GST).

## 4.8 Refunds

Council will not refund development contributions that have been made, except as required by law. In order to obtain a refund of a contribution, the claimant must obtain a declaration in a court that the contribution was unlawfully imposed and then pursue the claim for the refund under the Recovery of Imposts Act 1961.

## 4.9 Deferred or periodic payments

Council will not consider deferred payment or periodic payments. Section 7.11 contributions or section 7.12 levies will be required to be made in accordance with the timing in the development consent or complying development certificate.



## 4.10 Relationship to other contributions plans

This Plan repeals the Shoalhaven Contributions Plan 2019.

This Plan does not affect an obligation to pay a section 7.11 contribution or section 7.12 levy pursuant to a condition of development consent authorised by the following repealed plans:

- Shoalhaven Contributions Plan 2019.
- Shoalhaven Contributions Plan 2010.
- Shoalhaven Contributions Plan 1993.

Upon the commencement of this Plan, Council holds monetary section 7.11 contributions that have been collected towards the costs of works under contributions plans repealed by this Plan. Where those works are included in a Works Schedule of this Plan, the funds will be applied to the development share of the works cost. Where those works are not included in a Works Schedule of this plan, Council will apply the money held towards the cost of comparable works in a Works Schedule of this Plan or any other project in a Works Schedule of this Plan, if there is no comparable works. Council would make this allocation based on the best public interest outcome, at its sole discretion. The money will be applied to Council's apportionment of the works.

## 4.11 Monitoring and review

The Plan will require monitoring and review on a regular basis. Council's aim is to undertake a review of this Plan every 2 years after the date of adoption of this Plan, or sooner as required.

## 4.12 Life of this Plan

This Plan, as amended from time to time, will operate until:

- 2046 (the end of the growth forecasted under the Plan); or
- Council has collected contributions to deliver or recoup the cost of (as applicable) all items in the works program; or
- The plan is repealed.





## 4.13 Definitions

The terms used in this Plan have the same meaning as EP&A Act and the Shoalhaven LEP 2014, except as provided below. Refer also to the *NSW Interpretation Act 1987*.

### **Applicant**

means a person(s) or organisation(s) submitting a development application or complying development application, or a person(s) or organisation(s) entitled to act upon a development consent or complying development certificate.

### **Apportionment**

means the process by which the assessed demand or cost is related specifically to the development. Apportionment seeks to ensure that new development only pays its share or portion of the cost of the facility or work for which it has created a demand.

### **City**

means the Shoalhaven City Council LGA.

### **Community infrastructure**

means the same as Local infrastructure.

### **Complying development certificate**

means a certificate:

(a) that states that particular proposed development is complying development under the EP&A Act and (if carried out as specified in the certificate) will comply with all development standards applicable to the development and with other requirements prescribed by the regulations concerning the issue of a complying development certificate, and

(b) in the case of development involving the erection of a building, that identifies the classification of the building in accordance with the Building Code of Australia.

### **Consent authority**

means the consent authority under the EP&A Act responsible for determining a development application made under that Act.

### **Contribution rate**

means the contribution amount payable by development affected by this Plan as shown in this Plan.

### **Development cost**

means the proposed cost of carrying out development determined by the consent authority in accordance with section 208 of the EP&A Regulation.

### **Development cost summary**

means a summary of Development cost in accordance with section 208 of the EP&A Regulation.

### **Development site**

means the land to which a development application or application for a complying development certificate relates.

### **EP&A Act**

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

### **EP&A Regulation**

means the *NSW Environmental Planning and Assessment Regulation 2021*.

### **Individual benefiting area**

means a discrete catchment with specific infrastructure needs.

### **LGA**

means local government area.

### **Local infrastructure**

means public amenities and public services provided by Council, excluding water supply or sewerage services.

### **Material public benefit**

means something provided by an applicant, other than the dedication of land or the payment of a monetary contribution.

### **Nexus**

means the relationship between anticipated development and the demand for new or additional infrastructure generated by that development.

### **Ministerial direction**

means a direction made by the Minister of Planning under section 7.17 of the EP&A Act.





### Plan

means this contributions plan.

### Registered certifier

means a person registered under the Building and Development Certifiers Act 2018.

### Registered quantity surveyor

means a member of a relevant professional body of quantity surveyors, including (not exclusively) the Australian Institute of Quantity Surveyors (AIQS) or Royal Institution of Chartered Surveyors (RICS).

### Residential accommodation

means:

- residential accommodation defined in Shoalhaven Local Environmental Plan 2014 (excluding boarding houses, co-living housing, group homes, hostels); and
- manor houses and multi dwelling housing (terraces) defined in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

### Section 7.11 contribution

means a contribution pursuant to a condition of development consent authorised to be imposed under section 7.11 of the EPA Act.

### Section 7.12 levy

means a levy of the percentage of the proposed cost of carrying out development pursuant to a condition of development consent authorised to be imposed under section 7.12 of the EPA Act.

### Social housing provider

has the same meaning as in State Environmental Planning Policy (Housing) 2021, being any of the following:

- (a) The Department of Human Services;
- (b) The Land and Housing Corporation;
- (c) A registered community housing provider;
- (d) The Aboriginal Housing Office;
- (e) A registered Aboriginal housing organisation within the meaning of the Aboriginal Housing Act 1998;
- (f) A local government authority that provides affordable housing; and
- (g) A not-for-profit organisation that is a direct provider of rental housing to tenants.

### Suitably qualified and experienced person

means a builder who is licensed to undertake the proposed works, a registered architect, a qualified and accredited building designer, a quantity surveyor or a person who is licensed and has the relevant qualifications and proven experience in costing of development works at least to a similar scale and type as is proposed.

### Upgrade

means the replacement of an infrastructure item or parts of an infrastructure item, and/or additional works, that will increase the level of service for the infrastructure item so as meet the demand created by development to which this Plan applies.



## Appendix A: Worked examples

These examples are representative of a range of common scenarios but are not exhaustive.

### Section 7.11 Example Scenario 1

A proposed subdivision of two existing vacant residential lots to create four residential lots in Moss Vale Road South URA Benefiting Area. The development results in a net increase of two residential lots.

Net increase in residential lots = 2  
2 x new residential lots = 2 x \$30,000 = \$60,000

### Section 7.11 Example Scenario 1a

A proposed subdivision of two existing vacant non-residential lots to create 12 residential lots in Moss Vale Road South URA Benefiting Area. The development results in a net increase of 12 residential lots.

Net increase in residential lots = 12  
12 x new residential lots = 12 x \$30,000 = \$360,000

### Section 7.11 Example Scenario 2

The proposed demolition of an existing dwelling on a single lot and the construction of 8 new dwellings in Planning Area 3. The development increases the net number of dwellings.

Net increase in dwellings = 7  
7 x dwellings = 7 x \$5,212.54 = \$36,487.78

### Section 7.11 Example Scenario 3

The construction of 4 new dwellings on a vacant lot in the Kings Point Benefiting Area that paid contributions at the subdivision stage. The development increases the net number of dwellings.

Net increase in dwellings = 3  
3 x dwellings = 3 x \$7,928.33 = \$23,784.99

### Section 7.11 Example Scenario 4

A proposed shop top housing development involves the demolition of an existing commercial premises, the construction of 9 new dwellings and 830m<sup>2</sup> of retail gross floor area in Planning Area 5. The proposed cost of works for the development is \$4,630,500.

The proposal includes development that would attract both a section 7.11 contribution and a section 7.12 levy. The section 7.11 contribution and a section 7.12 levy is compared to determine which of the two is the greater.

Section 7.11 contribution  
Net increase in dwellings = 9  
9 x dwellings = 9 x \$2,889.81 = \$26,008.29

Section 7.12 levy  
Development cost = \$4,630,500  
Section 7.12 levy = 1% x \$4,630,500 = \$46,305.64

The section 7.12 levy is greater, therefore a levy of \$46,305.64 will be applied to the development.

### Section 7.11 Example Scenario 5

The proposed demolition of an existing dwelling on a single lot and the construction of 14 new dwellings in Planning Area 1. Six of these dwellings are affordable housing dwellings being carried out by or on behalf of a social housing provider. The development increases the net number of dwellings.

Net increase in dwellings = 13  
Number of dwellings exempt from paying contributions = 6

Section 7.11 contribution  
Dwellings subject to section 7.11 contribution = 7 (13 – 6)  
7 x dwellings = 7 x \$2,924.29 = \$20,470.03

The exemption is subject to a covenant with land use restrictions being imposed on the land (refer to Section 2.3 of the Plan). Should the covenant be lifted in the future by Council, a section 7.11 contribution would need to be paid for the 6 dwellings at that time.



### Section 7.12 Example Scenario 1

A proposed alteration and addition to an existing dwelling. The development does not increase the net number of dwellings over the land. The proposed cost of works for the development is \$85,000. As the cost of works is \$100,000 or less, no levy is payable.

### Section 7.12 Example Scenario 2

A proposed alteration and addition to an existing dwelling. The development does not increase the net number of dwellings over the land. The proposed cost of works for the development is \$175,000.

Development cost = \$175,000

Section 7.12 levy =  $0.5\% \times \$175,000 = \$875$

### Section 7.12 Example Scenario 3

The proposed demolition of an existing dwelling and construction of a new dwelling. The development does not increase the net number of dwellings over the land. The proposed cost of works for the development is \$650,000.

Development cost = \$650,000

Section 7.12 levy =  $1\% \times \$650,000 = \$6,500$

### Section 7.12 Example Scenario 4

A proposed new (first) dwelling house on a vacant lot. The development does not increase the net number of dwellings over the land. The proposed cost of works for the development is \$475,000.

Development cost = \$475,000

Section 7.12 levy =  $1\% \times \$475,000 = \$4,750$

### Section 7.12 Example Scenario 5

A proposed commercial and industrial mixed use development. The proposed cost of works for the development is \$3,750,000.

Development cost = \$3,750,000

Section 7.12 levy =  $1\% \times \$3,750,000 = \$37,500$



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## Appendix B: Proforma conditions of consent

This Appendix provides a Section 7.11 contribution and Section 7.12 levy proforma condition of consent for a development consent and complying development certificate.

Where the development is staged, the condition may allow for the contribution to be made at the relevant stages.

### B.1 Development consent – standard conditions

#### Section 7.11(1&3) monetary contribution condition:

In accordance with section 7.11(1) and (3) of the *Environmental Planning and Assessment Act 1979* and *Shoalhaven Contributions Plan 2026* (the Plan), a monetary contribution of \$[INSERT FIGURE] must be made to Council.

The monetary contribution is required towards the cost to Council of the provision, extension or augmentation by Council of the public amenities and public services specified in the Works Schedules in Appendix E of the Plan, and/or the recoupment by Council of the costs incurred by Council of the provision, extension or augmentation by Council of the following public amenities and public services specified in the Works Schedules in Appendix E:

Access, Servicing and Public Domain: [INSERT \$]  
Open Space and Recreation: [INSERT \$]  
Community and Cultural: [INSERT \$]  
Administration: [INSERT \$]

The amount of the monetary contribution payable to Council will be adjusted in accordance with the Plan before payment according to positive movements in the Consumer Price Index (All Groups Index) for Sydney (CPI) for the period between the date of this consent and the day on which the monetary contribution is made.

The monetary contribution must be made to Council before [INSERT THE ISSUING OF A CONSTRUCTION CERTIFICATE OR A SUBDIVISION CERTIFICATE OR ANOTHER TIME].

If, before the time the monetary contribution is required to be made, Council has, under section 7.11(5) of the *Environmental Planning and Assessment Act 1979*, entered into a written agreement with the Applicant to accept a material public benefit in part or full satisfaction of the monetary contribution, the amount of the monetary contribution required to be made to Council pursuant to this condition will be the amount, if any, required as a consequence of that agreement.

A copy of the Plan and accompanying information is available on Council's website [www.shoalhaven.nsw.gov.au](http://www.shoalhaven.nsw.gov.au).



### Section 7.11(1) dedication of land condition

In accordance with section 7.11(1) of the *Environmental Planning and Assessment Act 1979* and *Shoalhaven Contributions Plan 2026* (the Plan), the Applicant is required to dedicate to Council free of cost to Council the following land:  
[SPECIFY LAND IN APPENDIX G REQUIRED TO BE DEDICATED, SQUARE METRE AREA AND EXACT LOCATION]

The land is required towards the provision, extension or augmentation by Council of public amenities and public services.

[DELETE WHICHEVER OF THE FOLLOWING IS NOT APPLICABLE: The land is required to be dedicated solely to meet the demand for public amenities and public services arising from the development approved by this Consent OR The land is required to be dedicated to meet the demand for public amenities and public services arising from the development approved by this Consent and other expected development to which this plan applies. Council has determined that the demand is apportioned [Insert %/%] between the development approved by this consent and other development. The proportion of the land to be dedicated attributable to the development approved by this Consent is to be dedicated to the Council free of cost. For the proportion attributable to other development, Council will pay compensation determined in accordance with the Land Acquisition (Just Terms Compensation) Act 1991].

The land must be dedicated to Council before [INSERT THE ISSUING OF A CONSTRUCTION CERTIFICATE OR A SUBDIVISION CERTIFICATE OR ANOTHER TIME].

A copy of the Plan and accompanying information is available on Council's website [www.shoalhaven.nsw.gov.au](http://www.shoalhaven.nsw.gov.au).

### Section 7.12 Levy Condition

In accordance with section 7.12 of the *Environmental Planning and Assessment Act 1979* and *Shoalhaven Contributions Plan 2026* (the Plan), the Applicant is required to pay to Council a levy of [INSERT PERCENTAGE] of the proposed cost carrying out the development for which consent is granted as determined in accordance with section 208 of the *Environmental Planning and Assessment Regulation 2021* and the Plan.

The levy is required towards the cost of the provision, extension or augmentation by Council of one or more of the public amenities and public services specified in the Works Schedules in Appendix F of the Plan.

At the date of this consent, the proposed cost of carrying out the development the subject of this consent is determined by Council to be \$[INSERT] and the amount of the levy payable to Council is \$[INSERT].

The proposed cost of carrying out the development the subject of this consent will be adjusted before payment of the section 7.12 levy according to positive movements in the Consumer Price Index (All Groups Index) for Sydney (CPI) for the period between the date of this consent and the day on which the section 7.12 levy is paid.

The levy must be paid to Council before [INSERT THE ISSUING OF A CONSTRUCTION CERTIFICATE OR A SUBDIVISION CERTIFICATE OR ANOTHER TIME].

A copy of the Plan and accompanying information is available on Council's website [www.shoalhaven.nsw.gov.au](http://www.shoalhaven.nsw.gov.au).



## B.2 Complying development certificate – standard conditions

### Section 7.11(1&3) monetary contribution condition:

In accordance with section 7.11(1) and (3) of the *Environmental Planning and Assessment Act 1979* and *Shoalhaven Contributions Plan 2026* (the Plan), a monetary contribution of \$[INSERT FIGURE] must be made to Council.

The monetary contribution is required towards the cost to Council of the provision, extension or augmentation by Council of the public amenities and public services specified in the Works Schedules in Appendix E of the Plan, and/or the recoupment by Council of the costs incurred by Council of the provision, extension or augmentation by Council of the following public amenities and public services specified in the Works Schedules in Appendix E:

Access, Servicing and Public Domain: [INSERT \$]  
Open Space and Recreation: [INSERT \$]  
Community and Cultural: [INSERT \$]  
Administration: [INSERT \$]

The amount of the monetary contribution payable to Council will be adjusted in accordance with the Plan before payment according to positive movements in the Consumer Price Index (All Groups Index) for Sydney (CPI) for the period between the date this complying development certificate is issued and the day on which the monetary contribution is made.

The monetary contribution must be made to Council before any work authorised by this complying development certificate commences. Evidence of payment must be provided to the certifier who granted this complying development certificate.

If, before the time the monetary contribution is required to be made, Council has, under section 7.11(5) of the *Environmental Planning and Assessment Act 1979*, entered into a written agreement with the Applicant to accept a material public benefit in part or full satisfaction of the monetary contribution, the amount of the monetary contribution required to be made to Council pursuant to this condition will be the amount, if any, required as a consequence of that agreement.

A copy of the Plan and accompanying information is available on Council's website [www.shoalhaven.nsw.gov.au](http://www.shoalhaven.nsw.gov.au).

### Section 7.12 Levy Condition

In accordance with section 7.12 of the *Environmental Planning and Assessment Act 1979* and *Shoalhaven Contributions Plan 2026* (the Plan), the Applicant is required to pay to Council a levy of [INSERT PERCENTAGE] of the proposed cost carrying out the development for which this complying development certificate is issued as determined in accordance with section 208 of the *Environmental Planning and Assessment Regulation 2021* and the Plan.

The levy is required towards the cost of the provision, extension or augmentation by Council of one or more of the public amenities and public services specified in the Works Schedules in Appendices E and F of the Plan.

At the date of the issuing of this complying development certificate, the proposed cost of carrying out the development the subject of this consent is determined by Council to be \$[INSERT] and the amount of the levy payable to Council is \$[INSERT].

The proposed cost of carrying out the development the subject of this complying development certificate will be adjusted before payment of the section 7.12 levy according to positive movements in the Consumer Price Index (All Groups Index) for Sydney (CPI) for the period between the date of this consent and the day on which the section 7.12 levy is paid

The levy must be paid to Council before any work authorised by this complying development certificate commences. Evidence of payment must be provided to the certifier who issued this complying development certificate.

A copy of the Plan and accompanying information is available on Council's website [www.shoalhaven.nsw.gov.au](http://www.shoalhaven.nsw.gov.au).



## Appendix C: Anticipated development and Contributions Strategy

This appendix outlines the development that is anticipated to occur across the Shoalhaven LGA over the Plan horizon period and the resulting demand for additional public amenities and public services to meet the expected development.

### C.1 Background

The Shoalhaven LGA covers 4,531 square kilometres of urban and natural environments, including 50 towns and villages. The LGA is surrounded by Kiama LGA to the north, Goulburn-Mulwaree LGA to the west and Eurobodalla LGA to the south and is located at the southern extent of the Illawarra-Shoalhaven Region.

Shoalhaven is the largest coastal area close to the growing Sydney Metropolitan Region. Shoalhaven has road and rail connections to Sydney and Wollongong and is also connected to Canberra by road. This central geographic location and the improving access to these key centres means the City will continue to be a focus for growth into the future.

Shoalhaven's urban areas include the regional centre of Nowra-Bomaderry, and major urban areas of Milton-Ulladulla, Huskisson-Vincentia, Bay and Basin, Culburra Beach, and Sussex Inlet. The historic towns of Berry and Kangaroo Valley are located inland, and Shoalhaven's smaller towns, villages and settlements are spread along the coast.

Shoalhaven's diverse economy is driven by the Defence and Manufacturing, Health and Social Services sectors. Tourism and Retail sectors also play important roles, with Shoalhaven the most visited location in New South Wales outside of Sydney. The Nowra and Ulladulla CBDs are the Shoalhaven's largest commercial centres.

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### C.2 Population and Dwelling Growth

This section outlines the future population and dwelling related growth between 2026 to 2046 for the LGA and each planning area. Growth information on each of the Benefiting Areas is also provided.

The forecast growth in residents between 2026 and 2046 is shown in **Table 6**<sup>5</sup>. The highest level of growth (person count) is anticipated in Planning Area 1, which is consistent with the growth expectations associated with the Nowra-Bomaderry growth areas, followed by the Milton-Ulladulla and Bay and Basin areas.

<sup>5</sup> Population and household forecasts, 2021 to 2046, National Forecasting Program, .id (informed decisions), December 2025

Table 6: Forecast residential growth 2026–2046

Planning Area	2026	2031	2036	2041	2046	Growth 2026–2046 Count %of 2046	
1	54,429	58,041	61,618	65,127	68,536	+14,107	21%
2	7,358	7,539	7,722	7,903	8,083	+725	9%
3	24,183	25,193	26,199	27,190	28,165	+3,982	14%
4	5,050	5,419	5,785	6,142	6,493	+1,443	22%
5	24,421	25,510	26,592	27,652	28,694	+4,273	15%
<b>City</b>	<b>115,441</b>	<b>121,702</b>	<b>127,916</b>	<b>134,014</b>	<b>139,971</b>	<b>+24,530</b>	<b>18%</b>





The forecast change in household size and dwelling occupancy rates is shown in **Table 7**. With the average household size remaining generally consistent to 2046, it can be concluded that the anticipated residential growth will generally be accommodated through the delivery of new housing (development) rather than an increase in dwelling occupants.

This suggests that levying contributions at a dwelling/lot level is more consistent with the growth forecast for the LGA, rather than a per person or per bedroom methodology. This is the basis of the apportionment assumptions for the citywide and planning area catchments.

**Table 7: Household size and dwelling occupancy 2026–2046**

Area	Households & dwellings	2026	2031	2036	2041	2046	Growth 2026–2046 Count	% of 2046
1	Households	21,595	23,034	24,519	25,986	27,456	+5,861	21%
	Average Household Size	2.76	2.75	2.73	2.71	2.69	–0.07	–2%
	Dwellings	23,891	25,477	27,097	28,698	30,307	+6,416	21%
2	Households	3,348	3,446	3,549	3,651	3,754	+406	11%
	Average Household Size	2.92	2.93	2.93	2.93	2.93	+0.01	0%
	Dwellings	5,868	6,056	6,256	6,453	6,652	+784	12%
3	Households	10,319	10,794	11,282	11,765	12,250	+1,931	16%
	Average Household Size	2.45	2.44	2.43	2.43	2.42	–0.03	–1%
	Dwellings	13,767	14,437	15,126	15,809	16,496	+2,729	17%
4	Households	2,469	2,656	2,848	3,036	3,226	+757	23%
	Average Household Size	2.32	2.29	2.26	2.24	2.22	–0.10	–5%
	Dwellings	3,740	4,029	4,327	4,620	4,916	+1,176	24%
5	Households	10,657	11,173	11,702	12,224	12,748	+2,091	16%
	Average Household Size	2.48	2.46	2.44	2.43	2.41	–0.07	–3%
	Dwellings	14,825	15,538	16,271	16,994	17,721	+2,896	16%
City	Households	50,144	52,883	54,021	56,776	59,531	+9,387	16%
	Average Household Size	2.25	2.24	2.30	2.29	2.28	+0.03	1%
	Dwellings	62,093	65,540	69,076	72,579	76,092	+13,999	18%

<sup>6</sup> Population and household forecasts, 2021 to 2046, National Forecasting Program, .id (informed decisions), December 2025.



The anticipated future dwelling growth for each Individual Benefiting Area is shown in **Table 8**.

**Table 8: Individual Benefiting Area Future Dwelling Growth**

Benefiting Area	Anticipated New Dwellings
Moss Vale Road South URA	850
Mundamia URA	610
West Nowra	293
Huskisson	1565
Badgee (Sussex Inlet)	200
Milton	250

### C.3 Planning and Infrastructure Needs Framework

Shoalhaven's current growth and associated infrastructure needs have been informed by a range of current and emerging plans, strategies and policies prepared by both the NSW Government and Council, including:

- The Illawarra Shoalhaven Regional Plan 2041 (NSW Government).
- Nowra City Centre Strategic Roadmap (NSW Government).
- The Shoalhaven Local Strategic Planning Statement (LSPS).
- A suite of growth management documents:
  - Nowra-Bomaderry Structure Plan.
  - Jervis Bay Settlement Strategy.
  - Sussex Inlet Settlement Strategy.
  - Milton-Ulladulla Structure Plan.
  - Shoalhaven Growth Management Strategy.
- Shoalhaven Community Strategic Plan.
- The Shoalhaven Affordable Housing Strategy 2024.
- Shoalhaven Local Environmental Plan 2014 and Shoalhaven Local Environmental Plan (Jerberra Estate) 2014.
- Shoalhaven Development Control Plan 2014.
- Shoalhaven Community Infrastructure Community Plan 2017 and the contemporary review currently underway.
- Active Transport Strategy (NSW Government).
- Shoalhaven Active Transport Strategy.
- Summary report of Benchmarking Shade in NSW Playgrounds (NSW Government).
- Shoalhaven Disability Inclusion Action Plan.
- Nowra CBD Revitalisation Masterplan.
- Nowra Riverfront Precinct Masterplan.
- Regional Sports and Community Precinct Master Planning Study 2017 (Shoalhaven Community and Recreational Precinct (SCaRP)).
- Shoalhaven Coastal Management Program (CMP):
  - Shoalhaven Open Coast and Jervis Bay CMP.
  - Lower Shoalhaven River CMP.
  - Sussex Inlet, St Georges Basin, Swan Lake and Berrara Creek CMP.
  - Lake Conjola CMP.
- Moss Vale Road South Integrated Water Cycle Assessment (SEEC, 2018).

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A Plan review may be required if amendments to any of these plans, strategies and policies are made overtime, or new plans prepared.



## C.4 Infrastructure Needs

Within the section 7.11 contribution framework, it is essential that there is a relationship (nexus) between the anticipated development in the LGA and the demand for additional infrastructure that will be addressed through this Plan. This Plan is based on the premise that the future development is likely to utilise the full range of infrastructure types provided for in this Plan.

This Section establishes the nexus between future development and projects on the Section 7.11 Works Schedule (Appendix E). It also determines the infrastructure costs that future development should reasonably contribute towards (apportionment). This is important as new development should only contribute to the cost of new or upgraded local infrastructure in proportion to the demand it creates for such infrastructure. It should not pay for the proportion of the demand arising from non-development related sources, such as from the existing development.

Section C.2 above establishes the future dwelling growth anticipated for the City and each planning area. This has informed the basic citywide or planning area apportionment to development. Other apportionment scenarios also apply and are outlined in the following subsections. Refer to the apportionment between new development and existing development in Schedule E, for each of the matters discussed below.

Nexus and apportionment do not need to be established for items on the Section 7.12 Levy Works Schedule (Appendix F).

For each section 7.11 infrastructure item in this Plan, the contribution rate has been determined by dividing the reasonable, apportioned cost of each item by the demand created by future development, as per the following formula.

$$\text{Contribution rate per dwelling/lot} = \frac{\text{Total apportioned development cost of infrastructure item in the Section 7.11 Works Schedule}}{\text{Number of future dwellings in the catchment}}$$

The section 7.11 infrastructure required by future development has been summarised into three core infrastructure categories and related subcategories (Table 9).

Table 9: Infrastructure categories and subcategories

Core Infrastructure Categories	Infrastructure Subcategories
Access, Servicing and Public Domain	Active transport Drainage Roads and Bridges Public domain upgrades
Open Space and Recreation	Parks and open space Sports facilities Aquatic facilities Coastal management
Community and Cultural	Event Space Libraries Community Centres and Buildings

The demand (nexus) for each of the infrastructure categories and applied apportionment is discussed in the following subsections.

### C4.1 Access, Servicing and Public Domain

This Plan provides for a range of access, servicing and public domain works that are required to support development growth. Works include drainage, roads, pathways, crossings, bridges, roundabouts and town centre upgrades. The new anticipated development will use this infrastructure and will contribute to the demand for its delivery.



## Access, Servicing and Public Domain – Nexus and Apportionment

### Active Transport

Active transport plays a critical role in reducing vehicle trip and associated costs, reducing emissions, increasing sustainable transport opportunities, improving accessibility to and between communities and generally increasing the health and wellbeing of a community.

Future development creates a demand for safer and more sustainable transport options, supporting opportunities like walking, running and bike riding for the community.

The Shoalhaven Active Transport Strategy (the Strategy) identifies new paths, pedestrian crossings and cycleway infrastructure across the LGA and helps prioritise the delivery of this infrastructure into the future. The Strategy builds on the NSW Government's Active Transport Strategy (2022) which seeks to double active transport trips in 20 years to achieve a vision for safe, healthy, sustainable, accessible and integrated journeys in NSW.

There is already a significant active transport network in place across the LGA, including footpaths, shared user paths (SUPs), cycleways and formal road crossings. However, the length of the path network across the LGA is currently just 275km, which represents only 15% of the total length of the road network that Council manages. Future development creates a demand for the extension of these path networks and addressing missing links; providing more crossing facilities and other active transport related infrastructure (bicycle parking, security, shelter, rest points, water points); and improving connectivity and accessibility.

There are over 900 active transport projects in the Strategy, however the Strategy identifies a fewer number of high priority projects (the top 10% of each category), which are summarised in **Table 10**.

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Table 10: Summary of Active Transport Projects

High Priority Project Type	Number	Example of Key Project Locations
Path Delivery	75	Princes Highway Corridor (Nowra-Bomaderry, South Nowra, Milton and Ulladulla); addressing accessibility at Kings Point, Tabourie, Conjola, Nowra and surrounds, Culburra Beach, Callala Beach, Callala Bay, and Cunjurong Point; and undertaking network improvements in Nowra, Bomaderry, Berry, Sanctuary Point, Cambewarra, Huskisson, Shoalhaven Heads, Greenwell Point, Milton, Mollymook, Sussex Inlet and Vincentia.
Crossing Delivery	22	Huskisson Town Centre, Princes Highway (Ulladulla and Milton), Nowra Town Centre, Bomaderry, Berry, Callala Bay, Kangaroo Valley, Mollymook and Burrill Lake.
Shared User Pathway Bridges Delivery	3	Millards Creek, Ulladulla; Moss Vale Road, Kangaroo Valley and Hillcrest Avenue, South Nowra.

The Plan provides for 100 active transport subprojects.

It is considered reasonable to focus on the delivery of these high priority projects, rather than all the projects in the Strategy. This refined focus will result in a more realistic and timely delivery of this infrastructure over the Plan horizon. The Strategy shows the current anticipated delivery priorities for the high priority active transport network infrastructure projects into the future.

Due to the LGA-wide distribution of active transport network improvements, it is reasonable that the catchment is the entire LGA. Existing and future development will both benefit from the delivery of the high priority infrastructure, and as such, it is reasonable for the future development to contribute towards these works as well as the existing development.

Council has determined, based on future development and existing development, that it would be reasonable for the future citywide development to contribute 18% towards these works.

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## Drainage

The Plan includes one infrastructure item in this sub-category: Moss Vale Road South URA Drainage.

The project includes the acquisition of land and a range of drainage solutions which are considered essential to the delivery of the URA. Originally informed by the Moss Vale Road South Integrated Water Cycle Assessment (SEEC, 2018) and Shoalhaven Development Control Plan 2014, the delivery approach has been modified as subdivision applications have been assessed over time.

This infrastructure wholly required to support the new development in the URA, and as such, it is reasonable that the Moss Vale Road South URA benefiting area is wholly (100%) responsible for funding this infrastructure.

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## Roads & Bridges – New

The Plan includes five infrastructure items in this sub-category: Moss Vale Road South URA Roads, Nowra Riverfront Precinct Access Road, Mundamia URA Roads, Crowea Road and Myrtle Forest Road & Princes Highway.

The Moss Vale Road South URA and Mundamia URA road projects are considered essential to the delivery of the respective URAs. The infrastructure to be provided includes a range of new roads, roundabouts and shared user pathways. Land acquisition will be required to facilitate the project outcomes.

The Myrtle Forest Road & Princes Highway project meets the access needs of the new Corks Lane release area (the Milton Benefiting Area). The infrastructure to be provided includes a new road connection to the Princess Highway and an intersection upgrade at that location. Land acquisition will be required to facilitate this outcome.

The above new infrastructure is wholly required to service the new development in these discrete areas. Costs should be wholly (100%) covered by the new development within the respective individual benefiting areas.

Crowea Road is required to enhance the permeability of the St Georges Basin town centre, provide servicing access and to unlock the mixed-use development land to the east of the centre. The land required for the new road will be acquired. The new road is required as a result of expected development in St Georges Basin and Planning Area 3. As such, costs should be wholly (100%) covered by the new development within Planning Area 3.

The new Nowra Riverfront Precinct Access Road will provide improved, efficient and safe access to the Nowra Aquatic Centre and Nowra Riverfront and manage increased traffic volumes associated with new development. The Nowra Riverfront Precinct is supported by the Illawarra Shoalhaven Regional Plan, Shoalhaven Local Strategic Planning Statement and the Nowra Riverfront Precinct Masterplan.

The works within this regionally significant precinct meet the traffic demands of both the existing and future development across the City. Council has determined, based on future development and existing development, that it would be reasonable for the future development to contribute 18% towards these works.





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### Roads & Bridges – Upgrades

The Plan includes four infrastructure items in this sub-category: Albatross/ Yalwal Road, Currarong Road, Sydney and Bowen Streets and Lake Conjola Entrance Road.

Currarong Road and Lake Conjola Entrance Road upgrade works meet the traffic demands of both the existing and future development. Council has determined, based on future development and existing development, that it would be reasonable for the future development, in Planning Area 2 and 5 to contribute 12% and 16% respectively towards these recoupment works. The upgrades have been delivered (projects now in recoupment) in anticipation of meeting the road access needs of the future development that will directly benefit from the provision of this infrastructure.

To support the anticipated development in the Mundamia URA, an upgraded intersection at George Evans & Yalwal Road, and a shared user pathway along George Evans Road is required. The infrastructure is wholly required to service the new development in the Mundamia URA, and as such, Council has determined that costs should be wholly (100%) covered by the new development in the individual benefiting area.

To further support the anticipated development in the Mundamia and West Nowra areas, the Albatross and Yalwal Road intersection will need to be upgraded. Land acquisition will be required to facilitate this outcome. The traffic demands of both the existing and future development have been considered within the Mundamia and West Nowra benefiting areas for the respective infrastructure projects. It is considered that future development within these benefiting areas will generate 50% of the demand for the infrastructure, the remaining to be covered by the existing development.

Upgrades to Sydney and Bowen Streets will also be required to support new development in the Huskisson area. Council has determined, based on future development and existing development, that it would be reasonable for the future development to contribute 58% towards these works, the remaining to be covered by the existing development.

The Kings Point Drive project meets the future access needs of the Kings Point Benefiting Area. The upgrades have been delivered (projects now in recoupment) in anticipation of meeting the road access needs of the future development that will directly benefit from the provision of this infrastructure. The infrastructure is wholly required to service the new development in this discrete area, and as such, Council has determined that costs should be wholly (100%) covered by the new development in the individual benefiting area.

The Plan includes one bridge item: River Road (Badgee Creek) in Sussex Inlet. The bridge was constructed in 2002 in anticipation of meeting the road access needs of the future development in the Badgee (Sussex Inlet) Benefiting Area. Future development will directly benefit from the provision of this infrastructure. Costs should be shared between the existing and future development in the Benefiting Area. Council has determined, based on future development and existing development, that it would be reasonable for the future development in the Badgee (Sussex Inlet) Benefiting Area to contribute 36% towards these works





## Public Domain Upgrades

New development results in an increase in the demand on the public domain, especially in key centres. As such, a range of public domain upgrade works are required to support Shoalhaven's development growth. The Plan includes two infrastructure items in this sub-category: Berry Street (Nowra CBD) and Burton Street Mall, Vincentia.

The Illawarra-Shoalhaven Regional Plan identifies the Nowra City Centre as the key commercial centre in the Shoalhaven LGA. With a proximity to the Nowra-Bomaderry growth areas, "New residents living in these areas will use the regional cities [Nowra] for work, health and education services, and recreational pursuits"<sup>7</sup>, however as a regionally significant centre, the Nowra City Centre is also the primary commercial hub for the broader Shoalhaven LGA, drawing patronage from the entire Shoalhaven catchment. The Nowra City Centre Strategic Roadmap<sup>8</sup> identifies physical place-based elements and revitalisation of the public domain as critical to meeting the needs of future development.

The Shoalhaven Local Strategic Planning Statement further reinforces the role and function of the centre, highlighting a need for revitalisation of the City Centre to become more inclusive, connected, functional, vibrant and active place.

The Nowra CBD Revitalisation Masterplan identifies a range of public domain upgrades along Berry Street that will service the needs of the growing Shoalhaven community, including amenity, street furniture and signage improvements as well as footpath, road/blister and kerb/gutter upgrades. This upgrade work is now complete (recoupment project) and was delivered in anticipation of meeting the needs of the catchment. It is considered that the future development will benefit from the upgraded facilities as much as the pre-existing development. Council has determined, based on future development and existing development, that it would be reasonable for the future development to contribute 18% towards these works.

The Shoalhaven Local Strategic Planning Statement outlines the priority of strengthening commercial centres across the LGA through upgrade and revitalisation work. The LSPS specifically identifies the Burton Street, Vincentia Village Shopping Mall Precinct as a priority place making and revitalisation project. This upgrade work is now complete (recoupment project), and was delivered in anticipation of meeting the needs of the catchment. Work includes shade structures, improved parking, amenity upgrade, landscaping, street furniture and play spaces in anticipation of and to facilitate future development. Future development will directly benefit from the provision of this infrastructure. Council has determined, based on future development and existing development, that it would be reasonable for the future development in Planning Area 3 to contribute 17% towards these works.

<sup>7</sup> [Illawarra Shoalhaven Regional Plan 2041](#)

<sup>8</sup> [Nowra City Centre Strategic Roadmap](#)

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## C4.2 Open Space and Recreation

Recreation facilities are critical to meet the leisure needs of any community, providing opportunities for a range of activities including casual physical (e.g., walking, cycling), informal sport, play and gathering. The new anticipated development will use open space and recreation facilities and therefore will contribute to the demand for its use.

The primary strategy relating to open space and recreation is the Shoalhaven Community Infrastructure Strategic Plan, which outlines the open space and recreation infrastructure required to support Shoalhaven's development growth and the strategy basis for its delivery. This Plan provides for a range of recreation projects that are required to support new development.

With the exception of new greenfield release areas, the Plan focuses on maintaining the current rate of provision (existing facilities), which means a focus on upgrading these existing facilities (quality) to meet the needs of the new development, rather than increasing the quantity of recreation space.

## Open Space and Recreation – Nexus and Apportionment

### Open Space and Parks – New Park Embellishment

The Plan includes three infrastructure items in this sub-category: Nowra Riverfront Precinct Open Space, Moss Vale Road South Urban Release Area Open Space and Mundamia Urban Release Area Open Space.

Two of these projects are located within a greenfield release area setting (Moss Vale Road South URA and Mundamia URA) and the recreation needs for each have been identified and planned for as part of the related strategic planning proposes. These district parks are wholly required due to the new development in each of the individual benefiting areas, and as such, it is reasonable that the respective benefiting areas are wholly (100%) responsible for funding this infrastructure. Land acquisition will assist in facilitating the Moss Vale Road South URA project outcomes.

The Nowra Riverfront Precinct Open Space project will become a regionally significant recreational space that will enable a connection with the Shoalhaven River and create a more accessible community precinct. The project optimises the value of an existing underused and underperforming asset rather than additional provision.

The Nowra Riverfront Precinct and the need for the activation of this space is supported by the Illawarra Shoalhaven Regional Plan, Shoalhaven Local Strategic Planning Statement and the Nowra Riverfront Precinct Masterplan. Future development creates a demand for this infrastructure. The open space will be utilised by the future development across the LGA due to the regional significance of the precinct, as well as the existing development. Council has determined, based on future development and existing development, that it would be reasonable for the future citywide development to contribute 18% towards these works.

### Open Space and Parks – Existing Park Masterplanning and Embellishment

The Plan includes one infrastructure item in this sub-category: Ratcliffe Park.

A gap analysis by population ratio and proximity analysis has identified that there is a need for a district recreation park in the east Nowra area. Ratcliffe Park meets benchmarking for size and proximity to dwellings and will meet the additional service demands resulting from development.

In accordance with the park classification/hierarchy in the Community Infrastructure Strategic Plan, a district park draws from a catchment area of several suburbs or a whole town, where a regional park draws from a significantly larger catchment. As such, it is reasonable that a contribution is collected from the entire LGA future development for regional parks and the relevant planning areas for district parks. Ratcliffe Park is a district park.

It is considered that the future development will benefit from the new facilities as much as pre-existing development. Council has determined, based on future development and existing development, that it would be reasonable for Planning Area 1 future development to contribute 21% towards the Ratcliffe Park works.





### Open Space and Parks – Playground Shade Upgrades

The benefits of shade in a recreational setting are well known. The Cancer Institute of NSW has recently published an evidence-base recommending “a combination of built and tree shade in every playground, covering at least 70% of the play equipment and nearby seating, including 45% of tree shade, to reduce children and caregivers’ overexposure to UV radiation”<sup>9</sup>.

The Recreation Space Shade Program project seeks to deliver a sequential roll out of shade cover over existing play spaces that do not have adequate existing coverage. It has been determined that approximately 32% of public play spaces across the LGA have adequate shade coverage. The nature of the Shade Program allows the delivery of shade on a priority basis throughout the LGA over time as contributions are collected.

Within this sub-category, the Plan provides for 89 shade upgrade projects.

Due to the Citywide coverage of deficient play spaces, it is reasonable that the catchment is the entire LGA. Pre-existing and future development will both benefit from the shade coverage, and as such, it is reasonable for the future development to contribute towards these works. Council has determined, based on future development and existing development, that it would be reasonable for the future citywide development to contribute 18% towards these works.

<sup>9</sup> Cancer Institute NSW, [Summary report of Benchmarking Shade in NSW Playgrounds, November 2022.](#)



## Sports Facilities



Sports facilities are important community assets that are highly valued in the Shoalhaven, facilitating a range of active recreation and team sports including AFL, basketball, cricket, netball, rugby league, rugby union, touch football, Oztag, Little Athletics, soccer, tennis, croquet. The Plan includes four infrastructure items in this sub-category: Boongaree Regional Destination Park, Shoalhaven Indoor Sports Centre, Lyrebird Sports Park and Park Road Netball Courts.

The new Boongaree Regional Destination Park is a regionally significant recreational space that receives high visitation rates from across the LGA. The Park is partially complete, with the following already delivered: playground, parking spaces, public amenities, a learn-to-ride track, pump track, illuminated skate park, netball courts and cricket nets. The project in the works schedule facilitates the future delivery of upgrades to the senior sports fields. Future development creates a demand for these facilities and will directly benefit from the provision.

The Shoalhaven Community and Recreational Precinct (SCaRP) is a regionally significant sporting facility that attract users from across the LGA to partake in a range of active recreation pursuits. The precinct masterplan (Regional Sports and Community Precinct Master Planning Study 2017) provides the strategic basis for the SCaRP elements. The early stages of SCaRP have been delivered, including the Shoalhaven Indoor Sports Centre which is in recoupment. The Shoalhaven Indoor Sports Centre was constructed in 2019 in anticipation of meeting the recreation needs of the future development across the City. Future development will directly benefit from the provision of the Shoalhaven Indoor Sports Centre.

Lyrebird Sports Park is utilised by a range of sporting codes, including soccer, rugby league and touch football. The facility has a high usage, and upgrades are recommended in the Shoalhaven Community Infrastructure Plan to meet the ongoing usage needs of the existing and future development, rather than developing new infrastructure facilities. The works are complete and the project is in recoupment. The field are used by local clubs as their home field; however, some codes also travel around the LGA for away games. As such, the catchment for the usage is Citywide, being much broader than the Planning Area of origin.

The Park Road Netball Court facility is a regionally significant and extensive netball complex at South Nowra. The upgrade works included the replacement and resurfacing of existing courts, accessible car parking and lighting, fencing, seating and pathway upgrades. The upgraded facilities will be utilised by the future development across the LGA, as well as the existing.

For all sports facilities included in this Plan, it is considered that the future development will benefit from the new facilities as much as the pre-existing development. It would therefore be reasonable for the future development across the LGA to contribute towards these works as well as the existing development. Council has determined, based on future development and existing development, that it would be reasonable for the future citywide development to contribute 18% towards these works.

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## Aquatic Facilities

Aquatic facilities are important community assets that are highly valued in the Shoalhaven. The Plan includes two infrastructure items in this sub-category:

- Regional facilities: Nowra Aquatic Centre.
- District facility: Sussex Inlet Aquatics Centre.

These infrastructure items require upgrades in accordance with the Community Infrastructure Strategic Plan. The Nowra Aquatic Centre and Sussex Inlet Aquatics Centre upgrade works are complete, and these projects are now in recoupment (collecting to cover funds expended).

District facilities draw from a catchment area of several suburbs or a whole town, where a regional facility draws from a significantly larger catchment (citywide). As such, it is reasonable that a contribution is collected from the entire LGA future development for regional facilities and the relevant planning areas for district facilities.

It is considered that the future development will benefit from the upgraded facilities as much as the pre-existing development, except for the Nowra Aquatic Centre upgrade which was wholly required to service the future development. Council has determined, based on future development and existing development, that it would be reasonable for the:

- Citywide future development to contribute: 100% towards the Nowra Aquatic Centre works.
- Planning Area 4 future development to contribute 24% towards the Sussex Inlet Aquatics Centre works.



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## Coastal Management

Shoalhaven's coastal area provides a range of social, cultural, environmental, and economic benefits, including many recreational opportunities that are heavily utilised by the community. Shoalhaven's coastal area is facing increasing pressure from new development. Shoalhaven's Coastal Management Program (CMP) establishes a range of high and medium priority infrastructure related actions that have been created, which are summarised below in **Table 11**. These works are identified in the following CMPs:

- Lower Shoalhaven River CMP.
- Shoalhaven Open Coast and Jervis Bay CMP.
- Lake Conjola CMP.
- Sussex Inlet, St Georges Basin, Swan Lake and Berrara Creek CMP

**Table 11: Summary of Coastal Management Projects**

Project Type	Number	Example of Key Project Locations
Sea wall	1	Huskisson
Stormwater and Drainage Modification & Upgrades	14	Shoalhaven Heads, Bomaderry, Culburra Beach, Vincentia, Bendalong, Manyana, Narrawallee, Mollymook Beach, Ulladulla, Bawley Point
Boating Infrastructure & Amenities	6	Shoalhaven Heads, Greenwell Point, Orient Point, Upper Shoalhaven River, Sussex Inlet, Cunjurong Point

Within this sub-category, the Plan provides for 21 projects that meet the demand resulting from new development.

The coastal infrastructure works provide for the ongoing and safe use of the Shoalhaven's coastal areas through the provision of:

- A sea wall to protect the sea pool at Huskisson.
- Drainage measures to manage stormwater runoff, including water sensitive urban design measures designed to reduce gross pollutant loads from development resulting impacts entering receiving recreational waterways.
- Upgrades to existing boating infrastructure (e.g., all ability access, watercraft storage (dinghy/kayak racks, tie-up points), ramps, wash-down facilities, parking, fishing platforms).

Future development creates a demand for this infrastructure.

Due to the LGA-wide distribution of the CMP works, and the likelihood that residents will both utilise and travel across the LGA for coastal recreation opportunities, it is reasonable that the catchment is the entire LGA. The pre-existing community and future development will both benefit from the delivery of this infrastructure, and as such, it is reasonable for the future development to contribute towards these works as well as the existing development. Council has determined, based on future development and existing development, that it would be reasonable for the Citywide future development to contribute 18% towards these works.





### C4.3 Community and Cultural

The new anticipated population resulting from new development will use a range of community and cultural facilities. This Plan provides for a range of community-based projects that are required to support the development growth.

The community facility works in the Works Schedule at Appendix E is supported by the Shoalhaven Community Infrastructure Strategic Plan. The CISP outlines the infrastructure required to support Shoalhaven's development growth and the strategy basis for its delivery.

### Community and Cultural – Nexus and Apportionment

#### Event Space

The Plan provides for one infrastructure item in this subcategory: the Shoalhaven Entertainment Centre. The Shoalhaven Entertainment Centre is a highly utilised multi-purpose cultural, performance and convention centre that services the entire Shoalhaven community, meeting an identified need in the Community Infrastructure Strategic Plan. The works are complete and the project is in recoupment. Land was acquired to facilitate the delivery of this project.

The Shoalhaven Entertainment Centre was constructed in 2008 in anticipation of meeting the needs of the future development across the City.

Future development will directly benefit from the provision of this infrastructure, as much as the pre-existing development, and as such, it would be reasonable for both the existing and future development to contribute towards these works. Council has determined, based on future development and existing development, that it would be reasonable for the Citywide future development to contribute 18% towards these works.



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## Libraries

The Plan provides for one infrastructure item in this subcategory: the new Planning Area 3 library.

The Community Infrastructure Strategic Plan identifies an ongoing demand for a library in the Bay and Basin area, and the opportunity to rationalise existing library assets. The current Sanctuary Point Library is a candidate for rationalisation as it was intended to be a temporary library location, is undersized and underservices the existing development.

A new library in Sanctuary Point is anticipated to meet the current needs of the pre-existing development of both Planning Area 3 and Planning Area 4, whilst also accommodating the needs of the future development within these two planning areas. It would therefore be reasonable for both the existing development and future development in Planning Area 3 and Planning Area 4 to contribute towards this facility. Council has determined, based on future development and existing development, that it would be reasonable for the future development in Planning Area 3 and Planning Area 4 to contribute 18% towards these works.

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## Community Centres and Buildings

The Plan provides for two infrastructure items in this subcategory: the Mundamia Urban Release Area Community Centre and the Community Buildings Accessibility Program.

Current benchmarking identifies that additional community space is required to meet the needs of the new Mundamia URA, to ensure the area will not be underserved as a result of the development growth. The facility is wholly required due to the new development, and as such, it is reasonable that the Mundamia benefiting area is wholly responsible for funding this infrastructure. Council has determined that costs should be wholly (100%) covered by the new development within the Mundamia URA individual benefiting areas. The neighbourhood safer place component of the community centre is not included in the scope of this section 7.11 project as it will be delivered as a condition of development consent by a developer in the Mundamia URA.

The Shoalhaven Disability Inclusion Action Plan 2022–2026 recognises that improvements will need to be made to certain community buildings to improve access and inclusivity. The Community Buildings Accessibility Program includes the following upgrade works:

- Shoalhaven City Council Bomaderry Depot accessible improvements (recoupment).
- Shoalhaven City Council Nowra Administration Building accessible parking.
- Orient Point Pre-School accessible improvements and parking (recoupment).
- Callala Bay Boat Ramp Public Amenity accessible improvements.
- State Emergency Services Building, Ulladulla accessible parking.
- Dolphin Point Public Amenity accessible improvements.

The expected development over the Plan horizon will result in the additional usage of these facilities and/or an increase in service provision that is supported by these facilities. Due to the Citywide coverage and nature of the accessibility works, it is reasonable that the catchment is the entire LGA.

Both the pre-existing and future development will benefit from the accessibility improvements, and as such, it is reasonable for both the existing and future development population to contribute towards these works. Council has determined, based on future development and existing development, that it would be reasonable for the Citywide future development to contribute 18% towards these works.



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## Appendix D: Plan Administration

This Plan is required to facilitate the delivery of infrastructure to support future development. In turn, to support the development, administration, management and ongoing review of this Plan, it is reasonable that future development contributes to the associated Plan administration costs.

The reasonable section 7.11 Plan administration costs to 2046 is estimated to be \$10,786,404.08, providing for:

- Plan management, including employee wages, training, legal advice, software management systems and consultant costs.
- Monitoring and programming works identified in the works schedules.
- Plan reviews.
- Background studies to inform infrastructure needs.
- Concept designs and cost estimates.
- Consumables.

The administration contribution rate has been determined by dividing the reasonable administration costs by the demand created by the future development, as per the following formula.

$$\text{Administration contribution rate per dwelling/lot} = \frac{\text{Reasonable administration costs}}{\text{Total number of future dwellings in Table 7}}$$

The administration contribution per dwelling/lot is \$770.51. This cost is included in the contributions rates in **Table 2**.

It is recognised that the section 7.12 component of this Plan will generally have low administration costs due to its nature. Nonetheless, this Plan authorises the use of section 7.12 levy funds towards reasonable administration costs, as required.

## Appendix E: Section 7.11 Works Schedule and Works Location Maps

This appendix details the section 7.11 Works Schedule for this Plan and the location of the works.

As outlined in Section 4.6 of this Plan, collected section 7.12 levy funds can also be applied towards the completion of works in this Works Schedule.

### E.1 Section 7.11 Works Schedule

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## E1.1 Section 7.11 Access, Servicing and Public Domain Works Schedule

Item No.	Item Description	Item Description 2	Location	Catchment	Works Capital Cost [A]	Land Cost [B]	Estimated or Actual Grant [C]	Total Estimated or Actual Cost [A+B-C] <sup>10</sup>	Apportionment of Total to Development	Rate per lot/dwelling	Status <sup>11</sup>	Priority <sup>12</sup>
<b>Active Transport</b>												
ATP1	Active transport network program	Various new and upgraded active transport improvements	Various	Citywide	\$30,779,385.65	-	-	\$30,779,385.65	18%	\$395.76	In progress	D
<b>Drainage</b>												
DRA1	Moss Vale Road South Urban Release Area Drainage	New drainage infrastructure	Badagarang	Moss Vale Road South URA	\$3,683,417.15	\$882,296.25	-	\$4,565,713.40	100%	\$5,371.43	In progress	A
<b>Roads and Bridges</b>												
RDS1	Nowra Riverfront Precinct Access Road	New road	Nowra	Citywide	\$5,115,000.00	-	-	\$5,115,000.00	18%	\$65.77	Outstanding	C
RDS2	Currarong Road	Existing road upgrade	Beecroft Peninsula	Planning Area 2	\$5,309,370.00	-	\$3,600,000.00	\$1,709,370.00	12%	\$261.64	Complete	2023
RDS3	Crowea Road	Existing road upgrade	St Georges Basin	Planning Area 3	\$1,710,889.44	\$2,075,946.81	-	\$3,786,836.25	100%	\$1,866.36	In progress	B
RDS4	Lake Conjola Entrance Road	Existing road upgrade	Lake Conjola	Planning Area 5	\$3,564,135.24	-	\$2,114,703.72	\$1,449,431.52	16%	\$80.08	Complete	2025
RDS5	Moss Vale Road South Urban Release Area Roads	New roads, shared user pathway and roundabouts	Badagarang	Moss Vale Road South URA	\$7,648,741.10	\$457,829.29	-	\$8,106,570.39	100%	\$9,537.14	In progress	A
RDS6	Mundamia Urban Release Area Roads	New roads, shared user pathway and roundabouts	Mundamia	Mundamia URA	\$3,174,813.88	-	-	\$3,174,813.88	100%	\$5,204.61	Outstanding	A
RDS7	George Evans & Yalwal Road	Intersection & shared user pathway	Mundamia	Mundamia URA	\$4,580,250.35	-	-	\$4,580,250.35	100%	\$7,508.61	In progress	B
RDS8	Albatross/ Yalwal Road	Intersection upgrade	Nowra and West Nowra	West Nowra & Mundamia URA	\$6,946,170.00	\$7,000.00	-	\$6,953,170.00	50%	\$3,850.04	Outstanding	B
RDS9	Sydney/ Bowen Streets	Existing road upgrade	Huskisson	Huskisson	\$3,242,910.00	-	-	\$3,242,910.00	58%	\$1,201.85	In progress	B



Item No.	Item Description	Item Description 2	Location	Catchment	Works Capital Cost [A]	Land Cost [B]	Estimated or Actual Grant [C]	Total Estimated or Actual Cost [A+B-C] <sup>10</sup>	Apportionment of Total to Development	Rate per lot/dwelling	Status <sup>11</sup>	Priority <sup>12</sup>
RDS10	River Road (Badgee Creek)	Bridge upgrade	Sussex Inlet	Badgee	\$1,776,510.40	-	-	\$1,776,510.40	36%	\$3,197.72	Complete	2002
RDS11	Myrtle Forest Road & Princes Highway	New road and intersection upgrade (roundabout)	Milton	Milton	\$7,426,980.00	\$612,085.50	-	\$8,039,065.50	100%	\$32,156.26	Outstanding	B
RDS12	Kings Point Drive	Existing road upgrade	Kings Point	Kings Point	\$1,007,704.67	-	-	\$1,007,704.67	100%	\$5,038.52	Complete	2022
Public Domain Upgrades												
PDU1	Berry Street	Centre public domain upgrades	Nowra	Citywide	\$977,401.52	-	-	\$977,401.52	18%	\$12.57	Complete	2020
PDU2	Burton Street Mall	Centre public domain upgrades	Vincentia	Planning Area 3	\$4,672,245.60	-	\$1,700,000.00	\$2,972,245.60	17%	\$185.15	Complete	2023

<sup>10</sup> Total cost to existing (Council) and future development (excludes actual or estimated grant component of project). This represents the entire project, even though some projects may be delivered in stages. Where project is complete, actual costs are provided instead of estimates.

<sup>11</sup> Complete = works complete and project in recoupment; In Progress = design or works commenced (project in partial recoupment); Outstanding = works yet to commence.

<sup>12</sup> Priority A (Short term) = 2026 to 2030; Priority B (Medium-term) = 2031 to 2035; Priority C (Long-term) = 2036 to 2046; Priority D (Ongoing) = applied across 2026 to 2046. No priority for completed projects (recoupment) – year of completion noted.





## E1.2 Section 7.11 Open Space and Recreation Works Schedule

Item No.	Item Description	Item Description 2	Location	Catchment	Works Capital Cost [A]	Land Cost [B]	Estimated or Actual Grant [C]	Total Estimated or Actual Cost [A+B-C] <sup>13</sup>	Apportionment of Total to Development	Rate per lot/dwelling	Status <sup>14</sup>	Priority <sup>15</sup>
<b>Parks and Open Space</b>												
OSP1	Recreation Space Shade Program	New playground shade	Various	Citywide	\$2,817,500.00	-	-	\$2,817,500.00	18%	\$36.23	Outstanding	D
OSP2	Nowra Riverfront Precinct Open Space	New open space and embellishment	Nowra	Citywide	\$48,797,100.00	-	\$24,398,550.00	\$24,398,550.00	18%	\$313.72	Outstanding	C
OSP3	Ratcliffe Park	Prepare and Deliver Masterplan	Nowra	Planning Area 1	\$3,500,000.00	-	-	\$3,500,000	21%	\$114.56	Outstanding	B
OSP4	Moss Vale Road South Urban Release Area Open Space	New open space and embellishment	Badagarang	Moss Vale Road South URA	\$4,595,544.50	\$7,230,663.35	-	\$11,826,207.85	100%	\$13,913.19	In progress	B
OSP5	Mundamia Urban Release Area Open Space	New open space and embellishment	Mundamia	Mundamia URA	\$2,271,060.00	-	-	\$2,271,060.00	100%	\$3,723.05	Outstanding	A
<b>Sports Facilities</b>												
SPF1	Boongaree Regional Destination Park	Senior sporting fields upgrade	Berry	Citywide	\$10,480,333.45	-	\$5,000,000.00	\$5,480,333.45	18%	\$70.47	Outstanding	B
SPF2	SCaRP South – Shoalhaven Indoor Sports Centre	New sporting facility	Bomaderry	Citywide	\$17,637,888.05	-	\$2,600,000.00	\$15,037,888.05	18%	\$193.36	Complete	2019
SPF3	Lyrebird Sports Park	Amenity Upgrade	Nowra	Citywide	\$3,166,185.00	-	-	\$3,166,185.00	18%	\$40.71	Outstanding	B
SPF4	Park Road Netball Court	Sports ground upgrade	Nowra	Citywide	\$4,553,422.40	-	-	\$4,553,422.40	18%	\$58.55	Complete	2023

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Item No.	Item Description	Item Description 2	Location	Catchment	Works Capital Cost [A]	Land Cost [B]	Estimated or Actual Grant [C]	Total Estimated or Actual Cost [A+B-C] <sup>13</sup>	Apportionment of Total to Development	Rate per lot/dwelling	Status <sup>14</sup>	Priority <sup>15</sup>
<b>Aquatic Facilities</b>												
AQF1	Nowra Aquatic Centre	Aquatic centre upgrade	Nowra	Citywide	\$3,348,153.16	-	-	\$3,348,153.16	100%	\$239.17	Complete	2015
AQF2	Sussex Inlet Aquatics Centre	New aquatic centre	Sussex Inlet	Planning Area 4	\$4,972,009.77	-	-	\$4,972,009.77	24%	\$1,014.70	Complete	2004
<b>Coastal Management</b>												
CMP1	Coastal Management Program	Various new and upgraded coastal management improvements	Various	Citywide	\$10,905,318.10	-	-	\$10,905,318.10	18%	\$140.22	In progress	D

<sup>13</sup> Total cost to existing development (Council) and future development. This represents the entire project, even though some projects may be delivered in stages. Where project is complete, actual costs are provided instead of estimates.

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<sup>15</sup> Priority A (Short term) = 2026 to 2030; Priority B (Medium-term) = 2031 to 2035; Priority C (Long-term) = 2036 to 2046; Priority D (Ongoing) = applied across 2026 to 2046. No priority for completed projects (recoupment) – year of completion noted.



### E1.3 Section 7.11 Community and Cultural Works Schedule

Item No.	Item Description	Item Description 2	Location	Catchment	Works Capital Cost [A]	Land Cost	Estimated or Actual Grant [C]	Total Estimated or Actual Cost 16 [A+B+C]	Apportionment to Development	Rate per lot/ dwelling	Status 17	Priority 18
<b>Event Space</b>												
CCF1	Shoalhaven Entertainment Centre	New multi-purpose cultural, performance and convention centre	Nowra	Citywide	\$36,222,833.02	\$2,430,532.92	\$3,100,000.00	\$35,553,365.94	18%	\$457.15	Complete	2008
<b>Libraries</b>												
CCF2	Sanctuary Point Library	New library	Sanctuary Point	Planning Area 3 & 4	\$15,242,700.00	-	\$7,621,350.00	\$7,621,350.00	18%	\$351.30	In progress	A
<b>Community Centres and Buildings</b>												
CCF3	Community Buildings Accessibility Program	Accessible improvements to community buildings, including parking	Various	Citywide	\$1,209,186.00	-	-	\$1,209,186.00	18%	\$15.55	In progress	D
CCF4	Mundamia Urban Release Area Community Centre	New community hall	Mundamia	Mundamia URA	\$3,000,000.00	-	-	\$3,000,000.00	100%	\$4,918.03	Outstanding	A

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<sup>16</sup> Total cost to existing development (Council) and future development. This represents the entire project, even though some projects may be delivered in stages. Where project is complete, actual costs are provided instead of estimates.

<sup>17</sup> Complete = works complete and project in recoupment; In Progress = design or works commenced (project in partial recoupment); Outstanding = works yet to commence.

<sup>18</sup> Priority A (Short term) = 2026 to 2030; Priority B (Medium-term) = 2031 to 2035; Priority C (Long-term) = 2036 to 2046; Priority D (Ongoing) = applied across 2026 to 2046. No priority for completed projects (recoupment) – year of completion noted.



## E.2 Section 7.11 Works Location Maps



### 7.11 Works Location

#### Legend

#### Access, Servicing and Public Domain

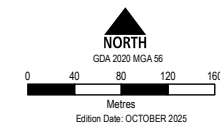
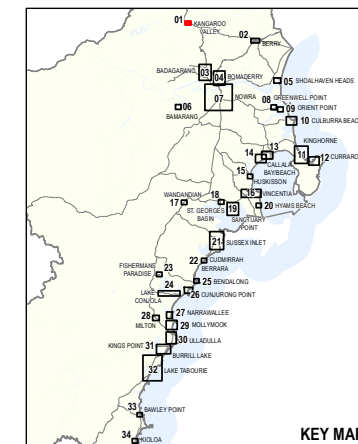
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- Public domain upgrades (PDU)

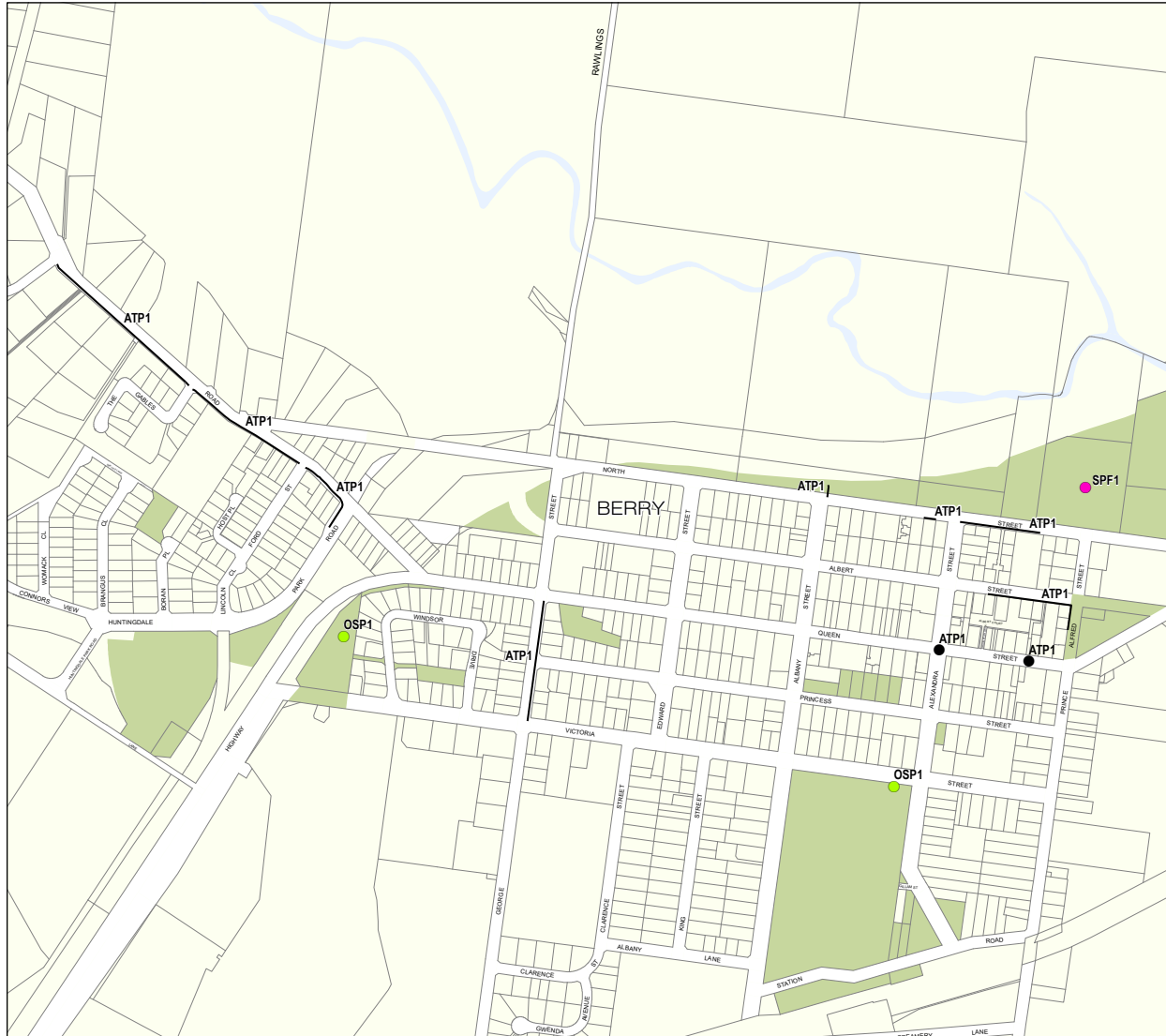
#### Open Space and Recreation

- Parks and open space (OSP)
- Sports and aquatic facilities (SPF, AQF)
- Coastal Management (CMP)

#### Community and Cultural

- Community and Cultural facilities (CCF)
- Parks/Reserves





## 7.11 Works Location

### Legend

#### Access, Servicing and Public Domain

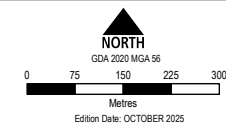
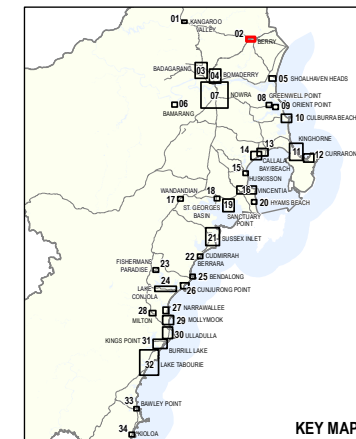
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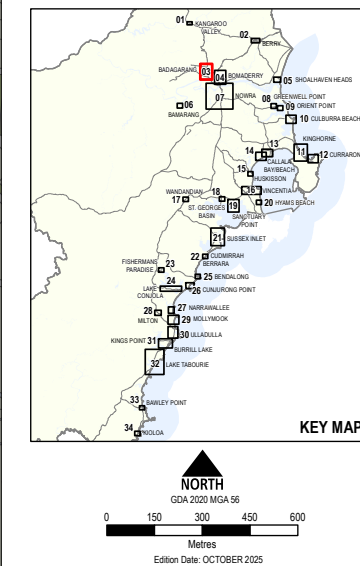
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### Legend

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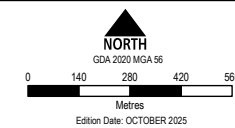
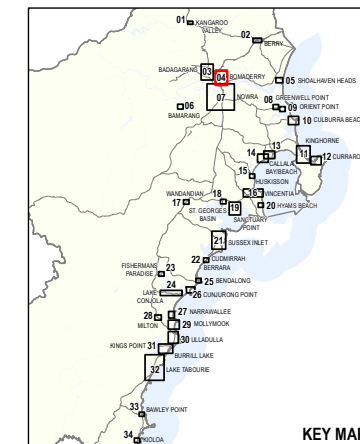
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Parks/Reserves





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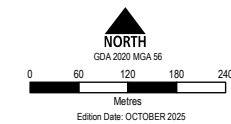
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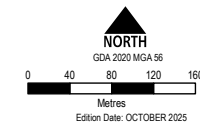
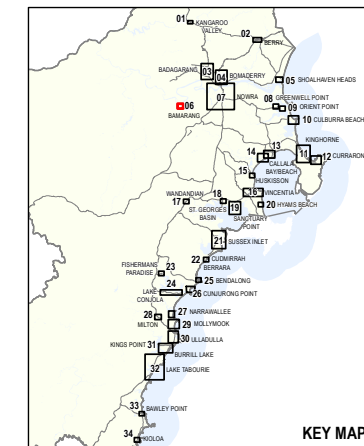
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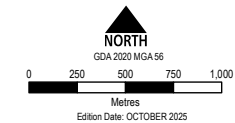
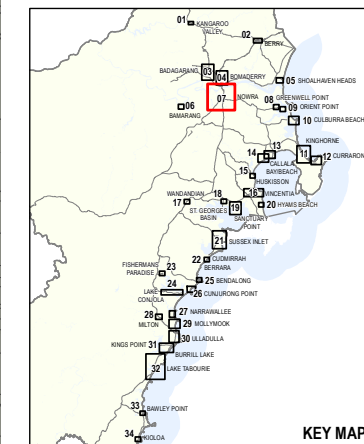
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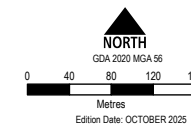
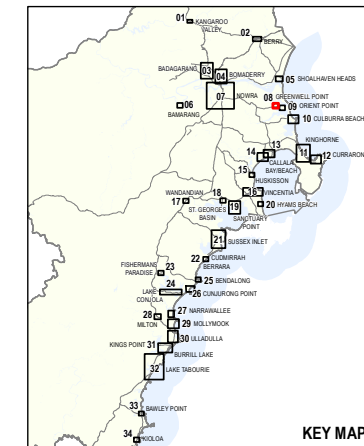
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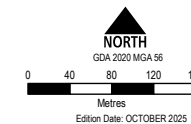
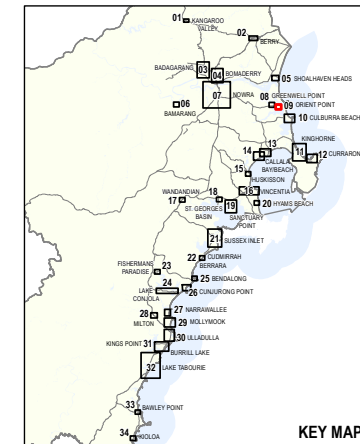
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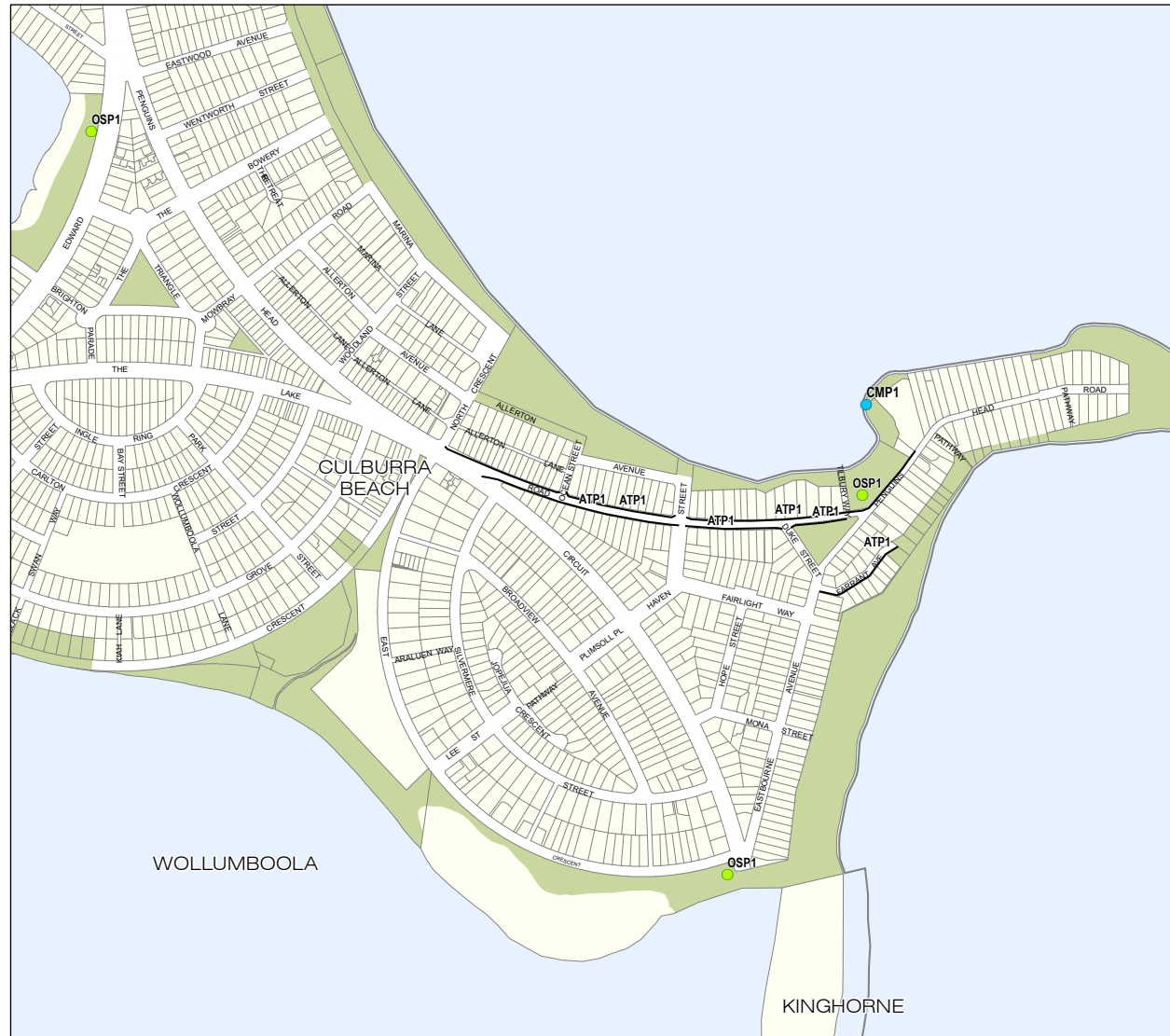
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Parks/Reserves







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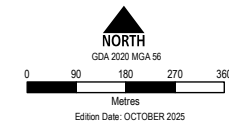
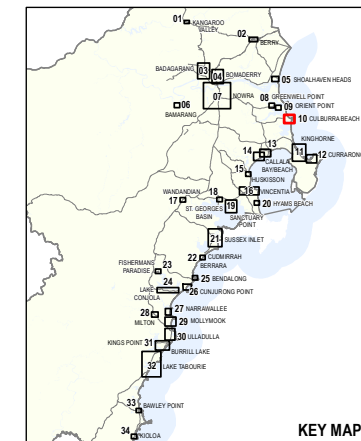
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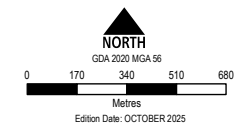
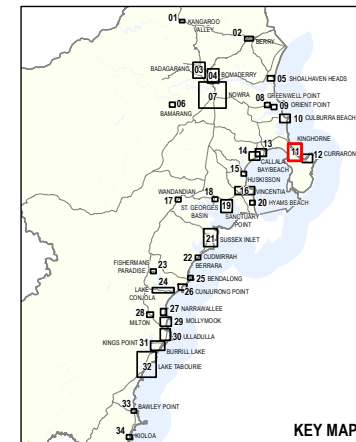
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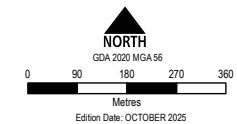
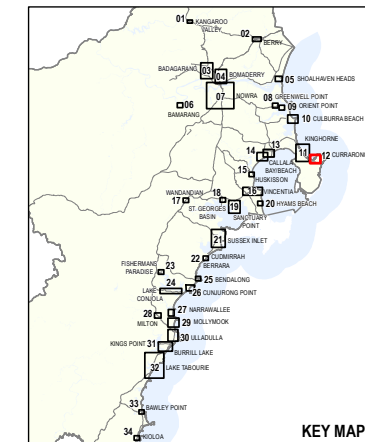
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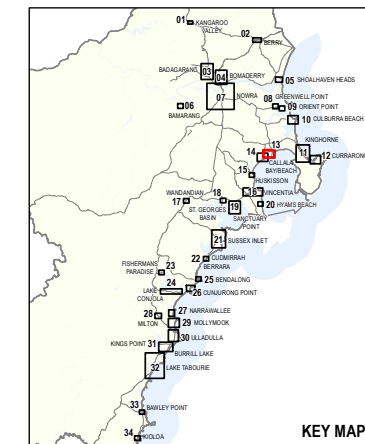
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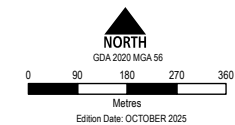
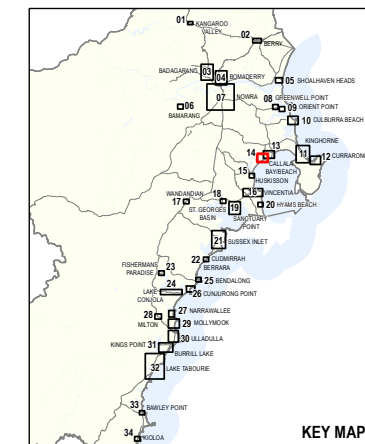
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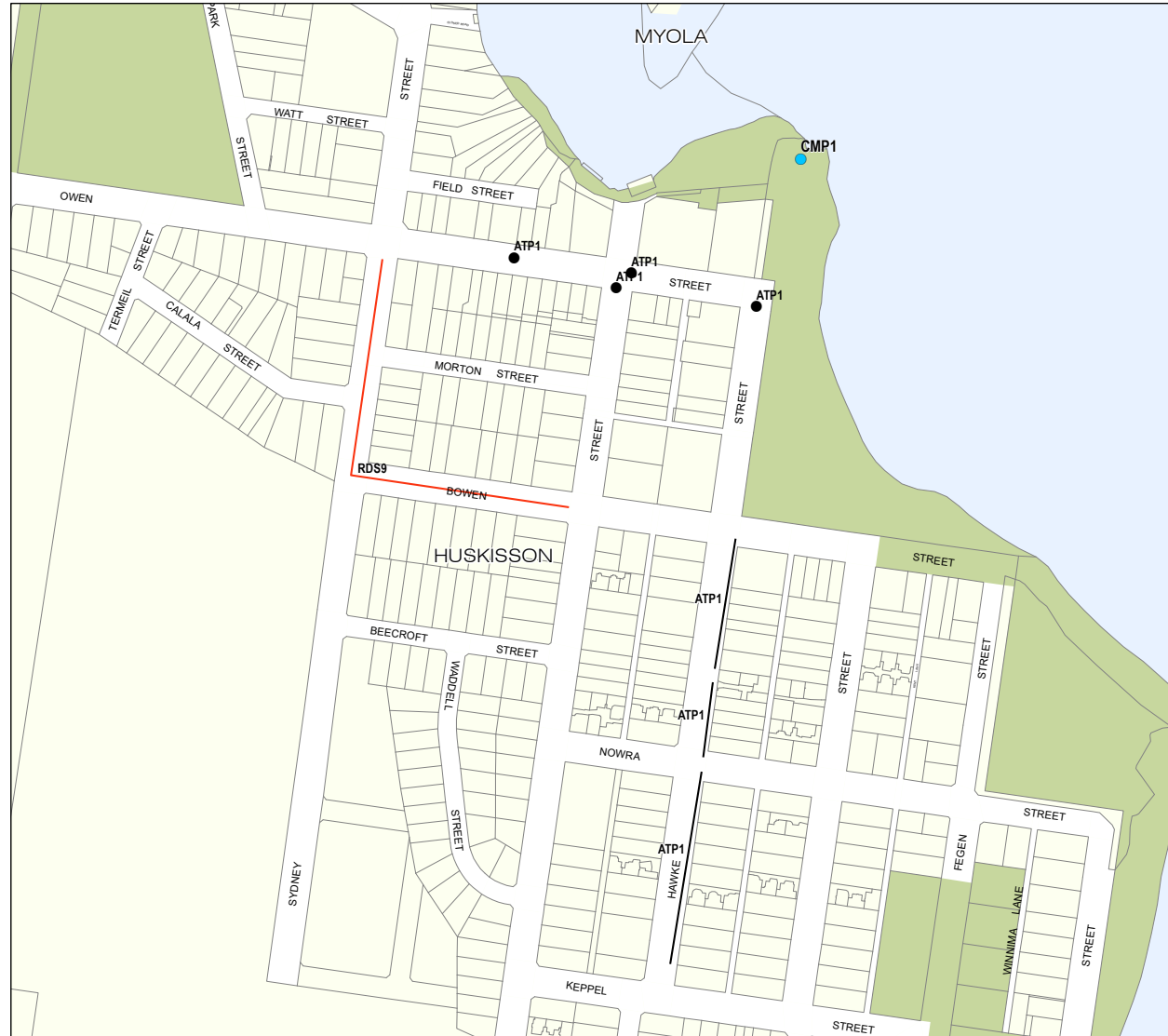
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## 7.11 Works Location

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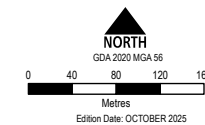
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#### Access, Servicing and Public Domain

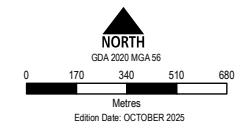
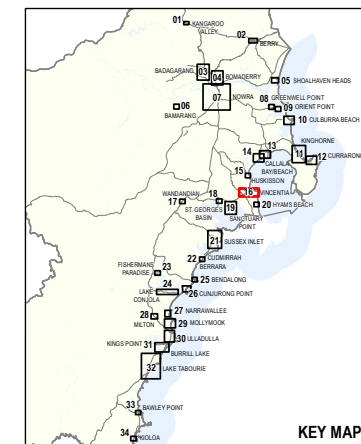
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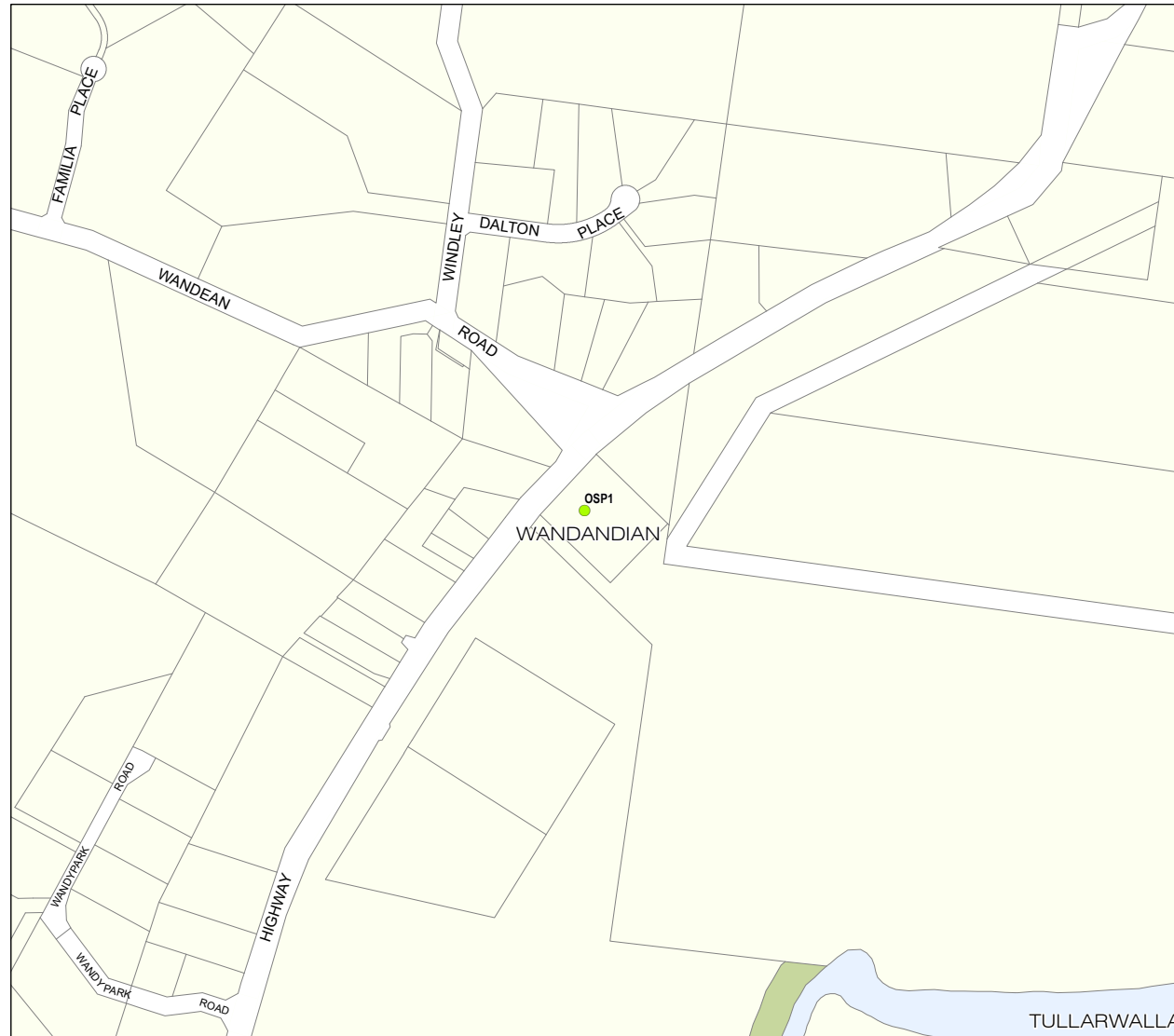
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### 7.11 Works Location

### Legend

### Access, Servicing and Public Domain

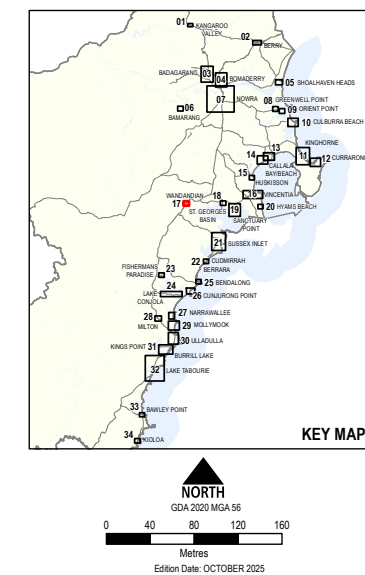
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## Community and Cultural

- Community and Cultural facilities (CCF)
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## 7.11 Works Location

### Legend

#### Access, Servicing and Public Domain

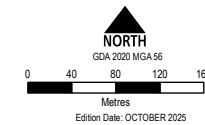
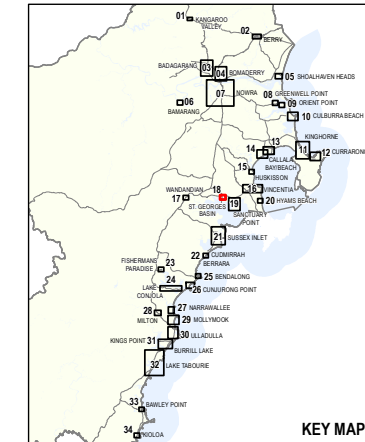
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#### Open Space and Recreation

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### 7.11 Works Location

### Legend

### Access, Servicing and Public Domain

-   Drainage (DRA)
-   Active transport (ATP)
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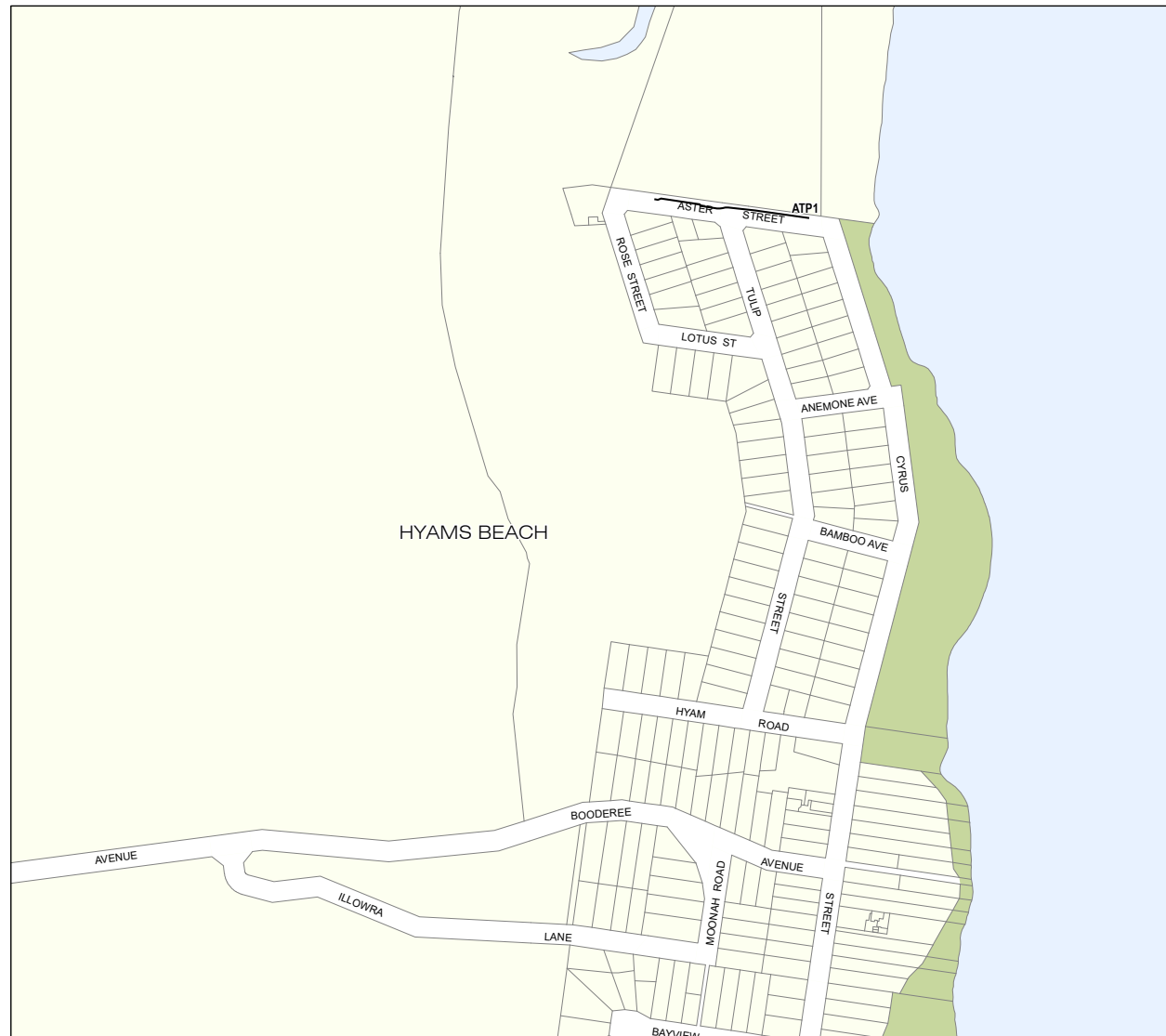
## Open Space and Recreation

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### 7.11 Works Location

### Legend

### Access, Servicing and Public Domain

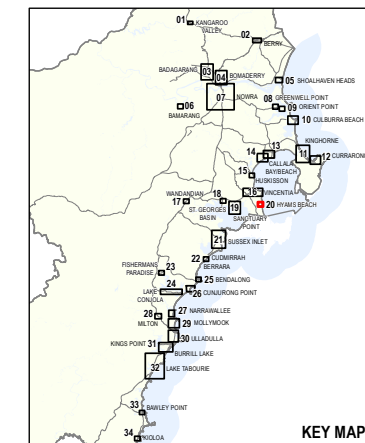
-   Drainage (DRA)
-   Active transport (ATP)
-   Roads and bridges (RDS)
-  Public domain upgrades (PDU)



## Open Space and Recreation

- Parks and open space (OSP)
- Sports and aquatic facilities (SPF, AQF)
- Coastal Management (CMP)

## Community and Cultural

- Community and Cultural facilities (CCF)
- Parks/Reserves



  
**NORTH**  
 GDA 2020 MGA 56  
 0 40 80 120 160  
  
 Metres  
 Edition Date: OCTOBER 2025



## 7.11 Works Location

### Legend

#### Access, Servicing and Public Domain

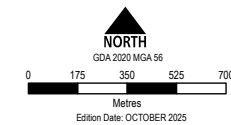
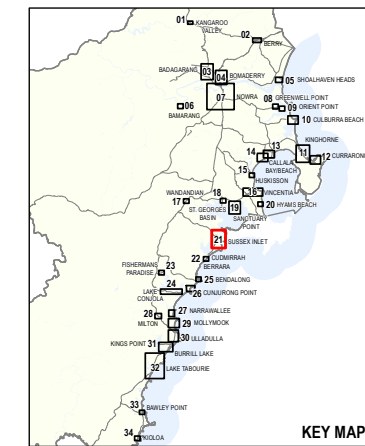
- Drainage (DRA)
- Active transport (ATP)
- Roads and bridges (RDS)
- Public domain upgrades (PDU)

#### Open Space and Recreation

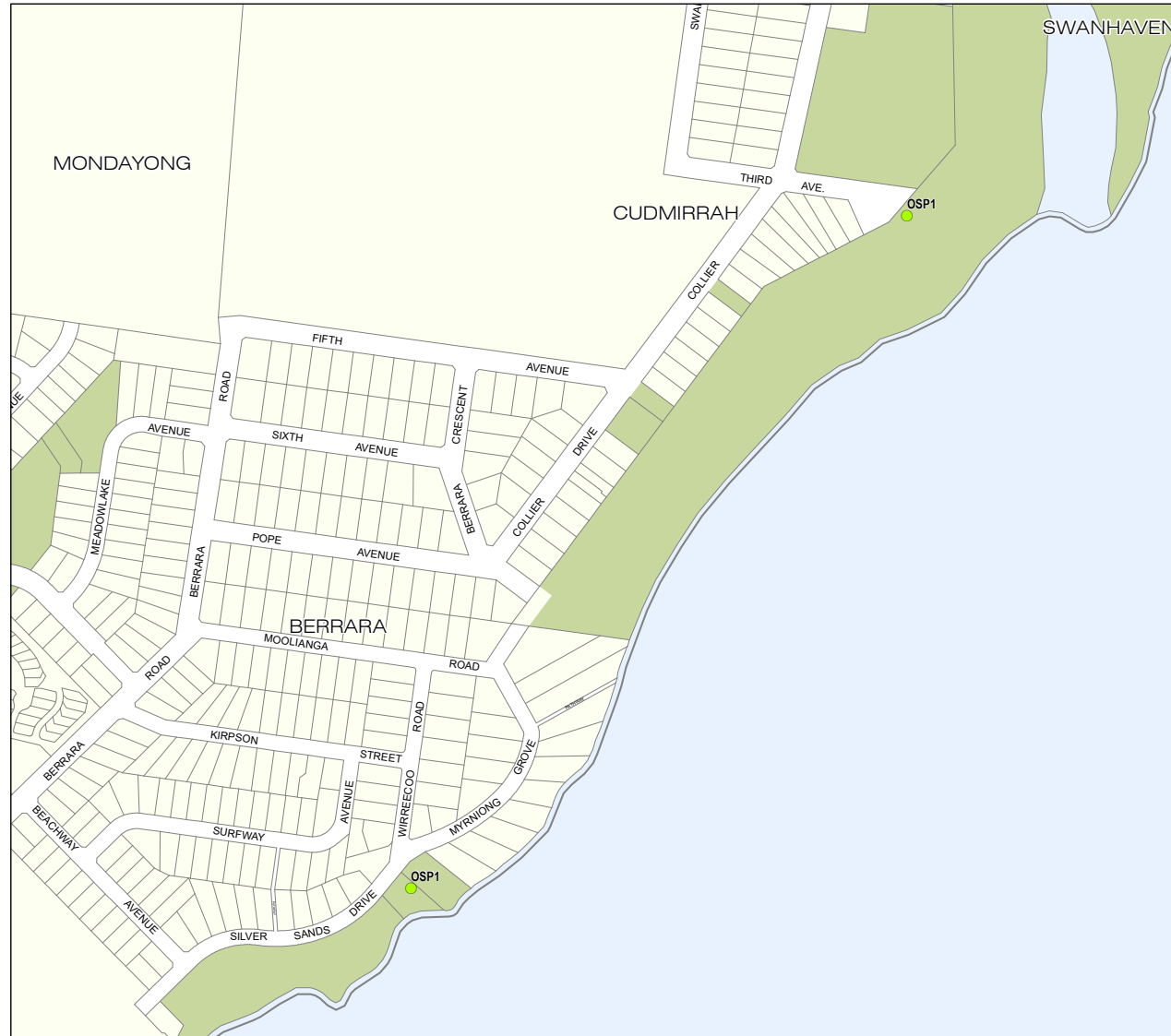
- Parks and open space (OSP)
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- Coastal Management (CMP)

#### Community and Cultural

- Community and Cultural facilities (CCF)
- Parks/Reserves







## 7.11 Works Location

### Legend

#### Access, Servicing and Public Domain

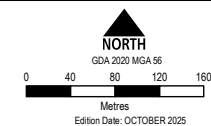
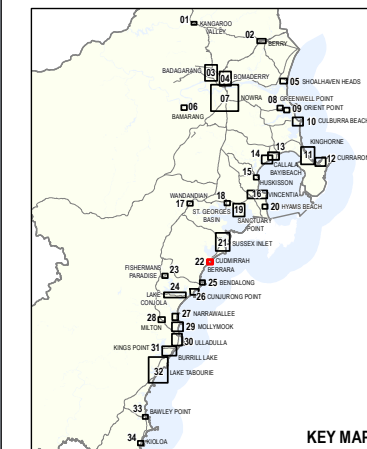
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- Public domain upgrades (PDU)

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- Parks and open space (OSP)
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- Coastal Management (CMP)

#### Community and Cultural

- Community and Cultural facilities (CCF)
- Parks/Reserves





## 7.11 Works Location

### Legend

#### Access, Servicing and Public Domain

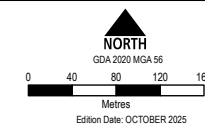
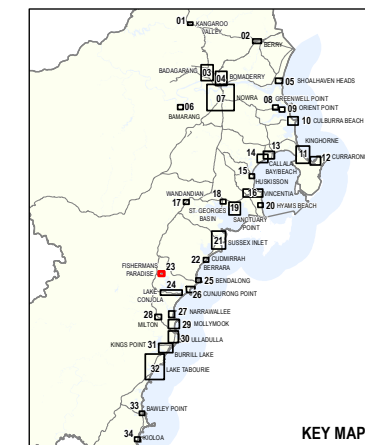
- Drainage (DRA)
- Active transport (ATP)
- Roads and bridges (RDS)
- Public domain upgrades (PDU)

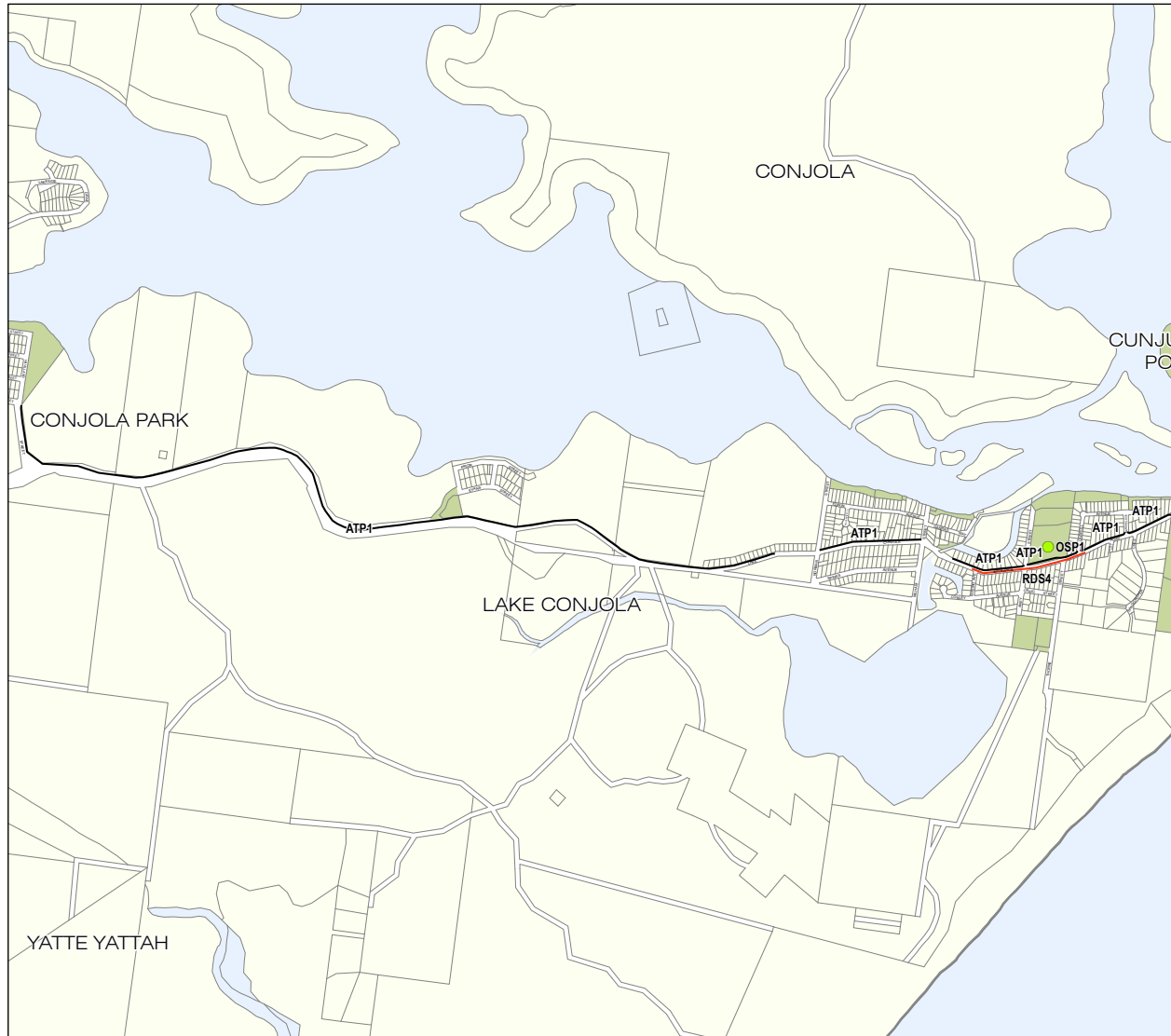
#### Open Space and Recreation

- Parks and open space (OSP)
- Sports and aquatic facilities (SPF, AQF)
- Coastal Management (CMP)

#### Community and Cultural

- Community and Cultural facilities (CCF)
- Parks/Reserves





## 7.11 Works Location

### Legend

#### Access, Servicing and Public Domain

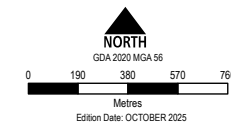
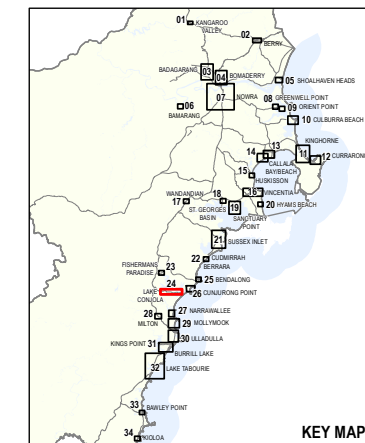
- Drainage (DRA)
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- Coastal Management (CMP)

#### Community and Cultural

- Community and Cultural facilities (CCF)
- Parks/Reserves







## 7.11 Works Location

### Legend

#### Access, Servicing and Public Domain

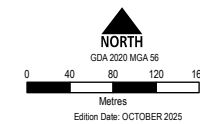
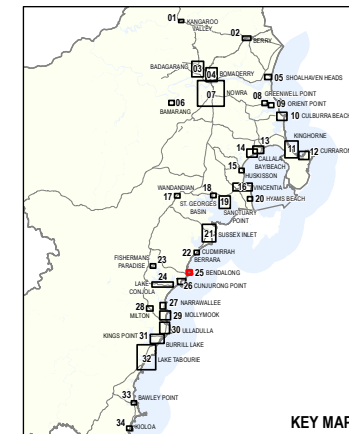
- Drainage (DRA)
- Active transport (ATP)
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- Public domain upgrades (PDU)

#### Open Space and Recreation

- Parks and open space (OSP)
- Sports and aquatic facilities (SPF, AQF)
- Coastal Management (CMP)

#### Community and Cultural

- Community and Cultural facilities (CCF)
- Parks/Reserves





## 7.11 Works Location

### Legend

#### Access, Servicing and Public Domain

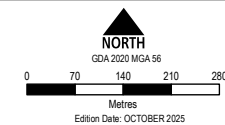
- Drainage (DRA)
- Active transport (ATP)
- Roads and bridges (RDS)
- Public domain upgrades (PDU)

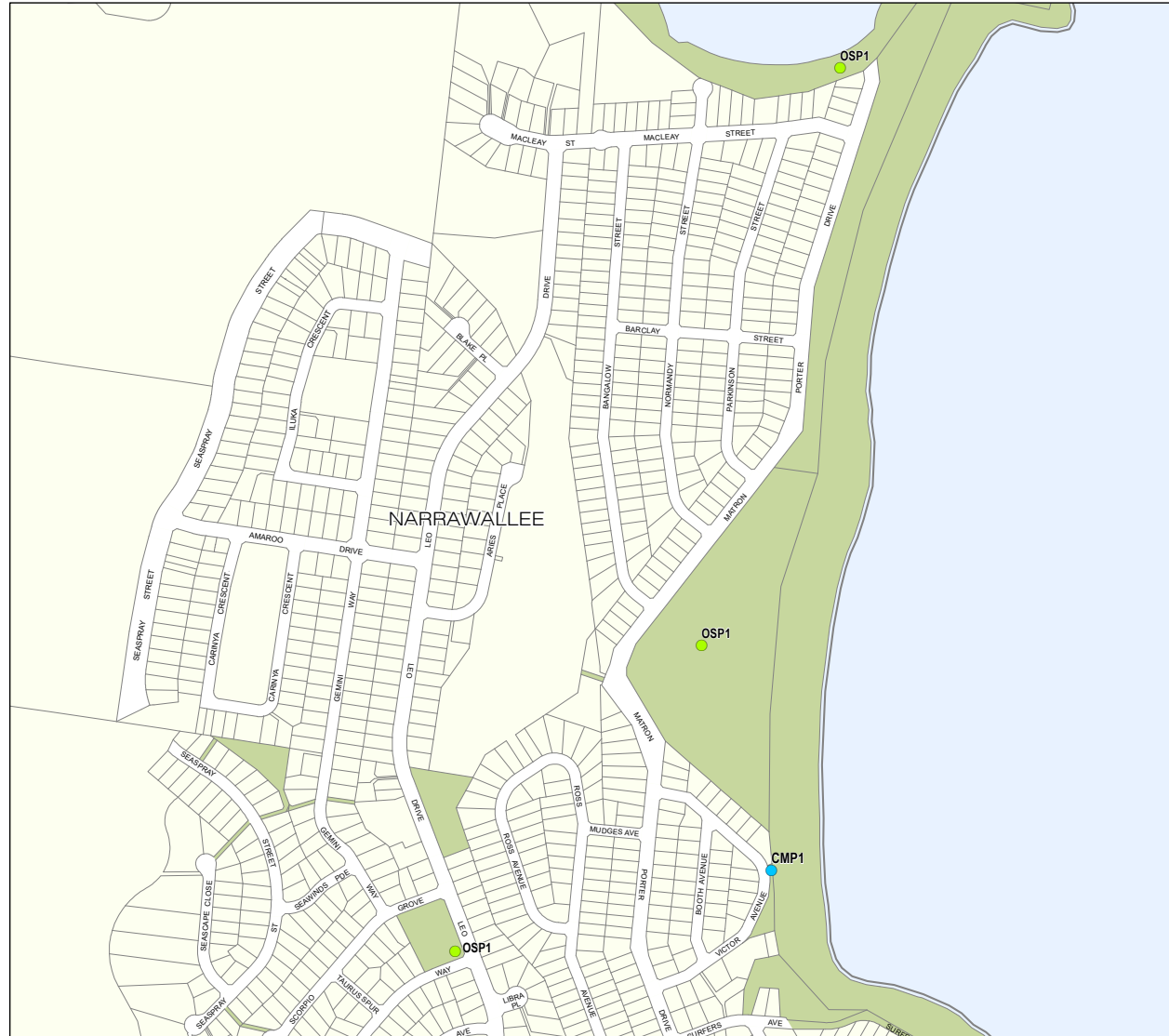
#### Open Space and Recreation

- Parks and open space (OSP)
- Sports and aquatic facilities (SPF, AQF)
- Coastal Management (CMP)

#### Community and Cultural

- Community and Cultural facilities (CCF)
- Parks/Reserves





## 7.11 Works Location

### Legend

#### Access, Servicing and Public Domain

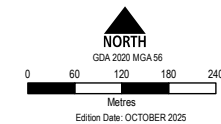
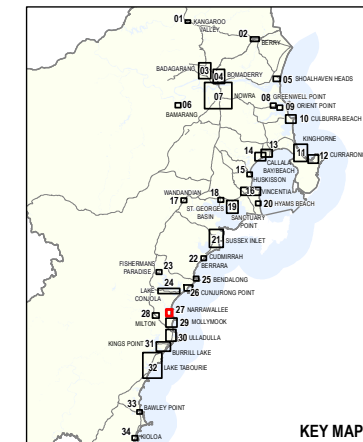
- Drainage (DRA)
- Active transport (ATP)
- Roads and bridges (RDS)
- Public domain upgrades (PDU)

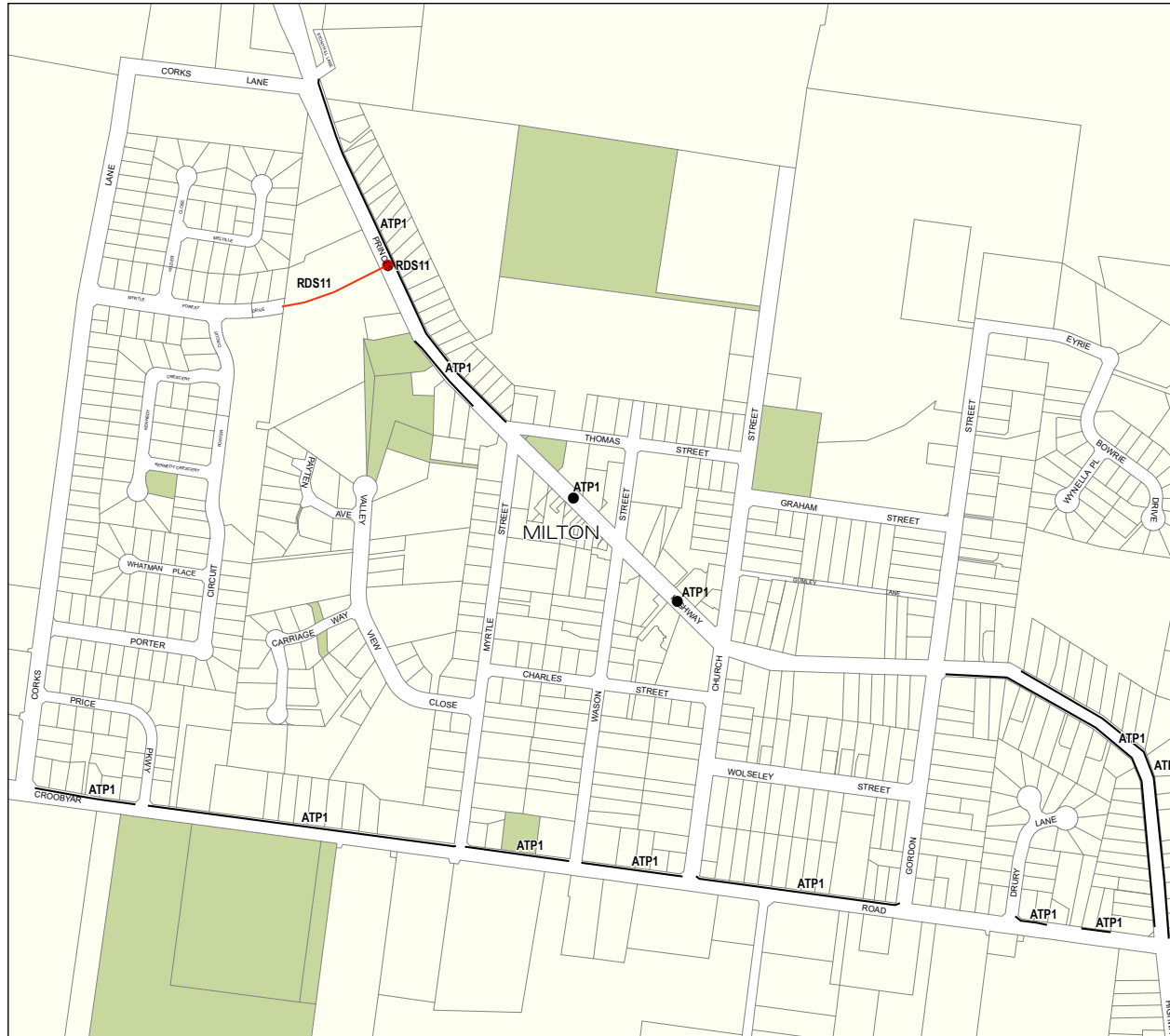
#### Open Space and Recreation

- Parks and open space (OSP)
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- Coastal Management (CMP)

#### Community and Cultural

- Community and Cultural facilities (CCF)
- Parks/Reserves





## 7.11 Works Location

### Legend

#### Access, Servicing and Public Domain

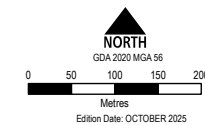
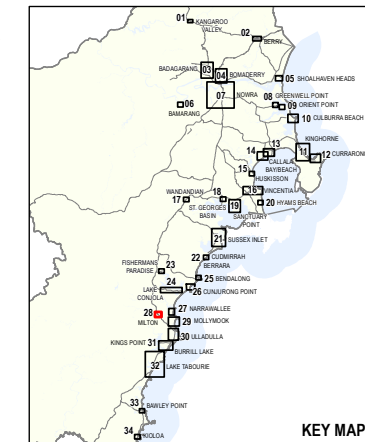
- Drainage (DRA)
- Active transport (ATP)
- Roads and bridges (RDS)
- Public domain upgrades (PDU)

#### Open Space and Recreation

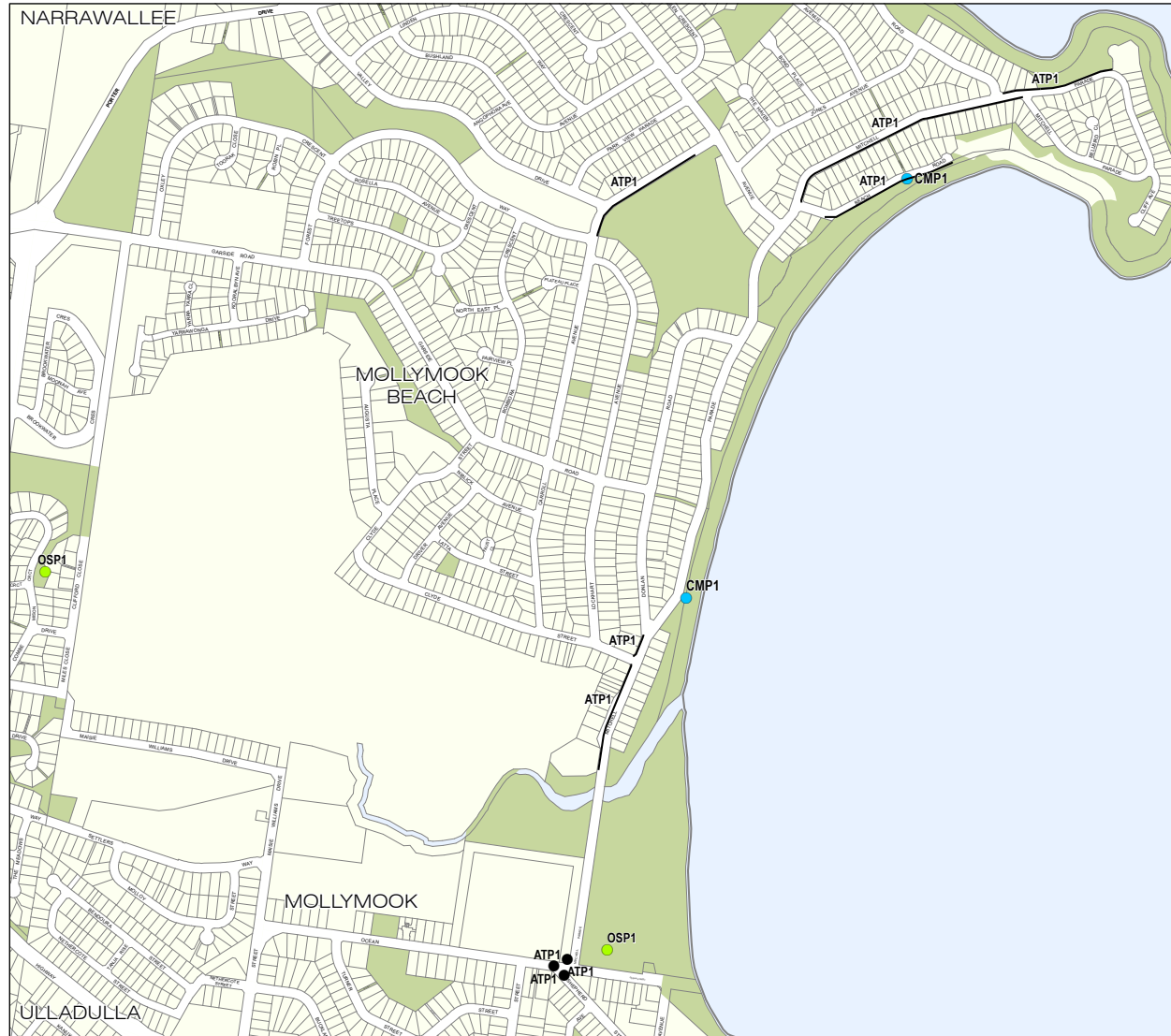
- Parks and open space (OSP)
- Sports and aquatic facilities (SPF, AQF)
- Coastal Management (CMP)

#### Community and Cultural

- Community and Cultural facilities (CCF)
- Parks/Reserves







## 7.11 Works Location

### Legend

#### Access, Servicing and Public Domain

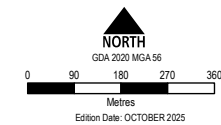
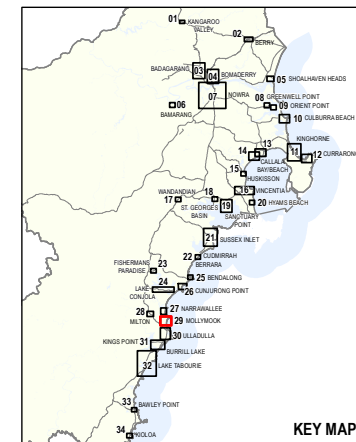
- Drainage (DRA)
- Active transport (ATP)
- Roads and bridges (RDS)
- Public domain upgrades (PDU)

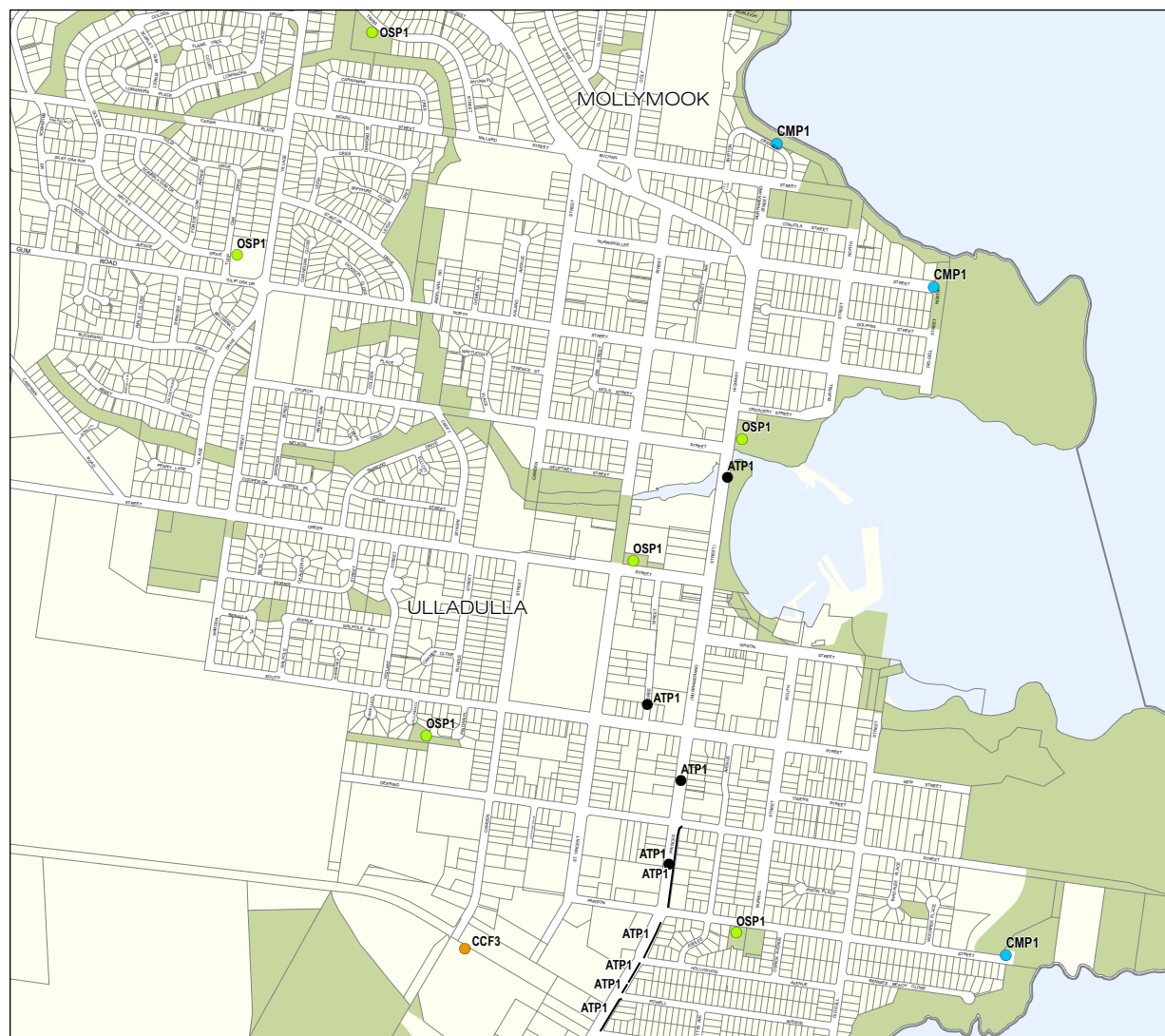
#### Open Space and Recreation

- Parks and open space (OSP)
- Sports and aquatic facilities (SPF, AQF)
- Coastal Management (CMP)

#### Community and Cultural

- Community and Cultural facilities (CCF)
- Parks/Reserves












### 7.11 Works Location

### Legend

### Access, Servicing and Public Domain

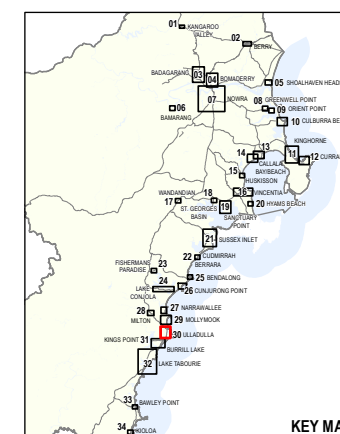
-   Drainage (DRA)
-   Active transport (ATP)
-   Roads and bridges (RDS)
-  Public domain upgrades (PDU)



## Open Space and Recreation

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- Sports and aquatic facilities (SPF, AQF)
- Coastal Management (CMP)

### Community and Cultural

- Community and Cultural facilities (CCF)
- Parks/Reserves



  
**NORTH**  
 GDA 2020 MGA 56  
 0 110 220 330 440  
  
 Metres  
 Edition Date: OCTOBER 2025



## 7.11 Works Location

### Legend

#### Access, Servicing and Public Domain

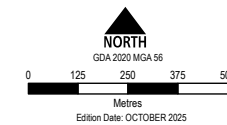
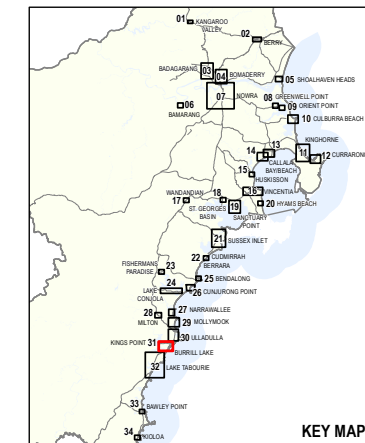
- Drainage (DRA)
- Active transport (ATP)
- Roads and bridges (RDS)
- Public domain upgrades (PDU)

#### Open Space and Recreation

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- Sports and aquatic facilities (SPF, AQF)
- Coastal Management (CMP)

#### Community and Cultural

- Community and Cultural facilities (CCF)
- Parks/Reserves





## 7.11 Works Location

### Legend

#### Access, Servicing and Public Domain

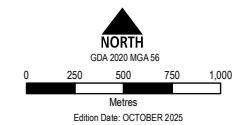
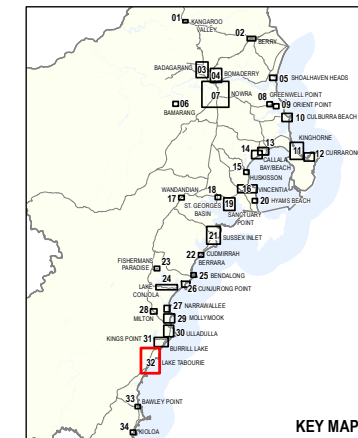
- Drainage (DRA)
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- Community and Cultural facilities (CCF)
- Parks/Reserves







## 7.11 Works Location

### Legend

#### Access, Servicing and Public Domain

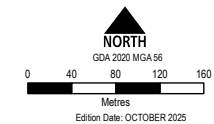
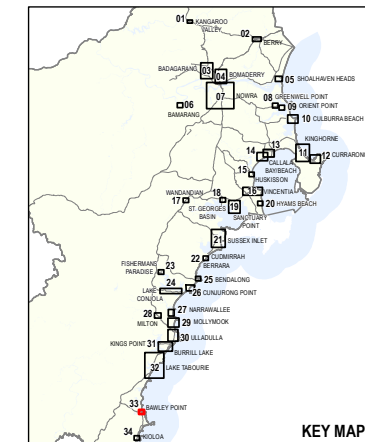
- Drainage (DRA)
- Active transport (ATP)
- Roads and bridges (RDS)
- Public domain upgrades (PDU)

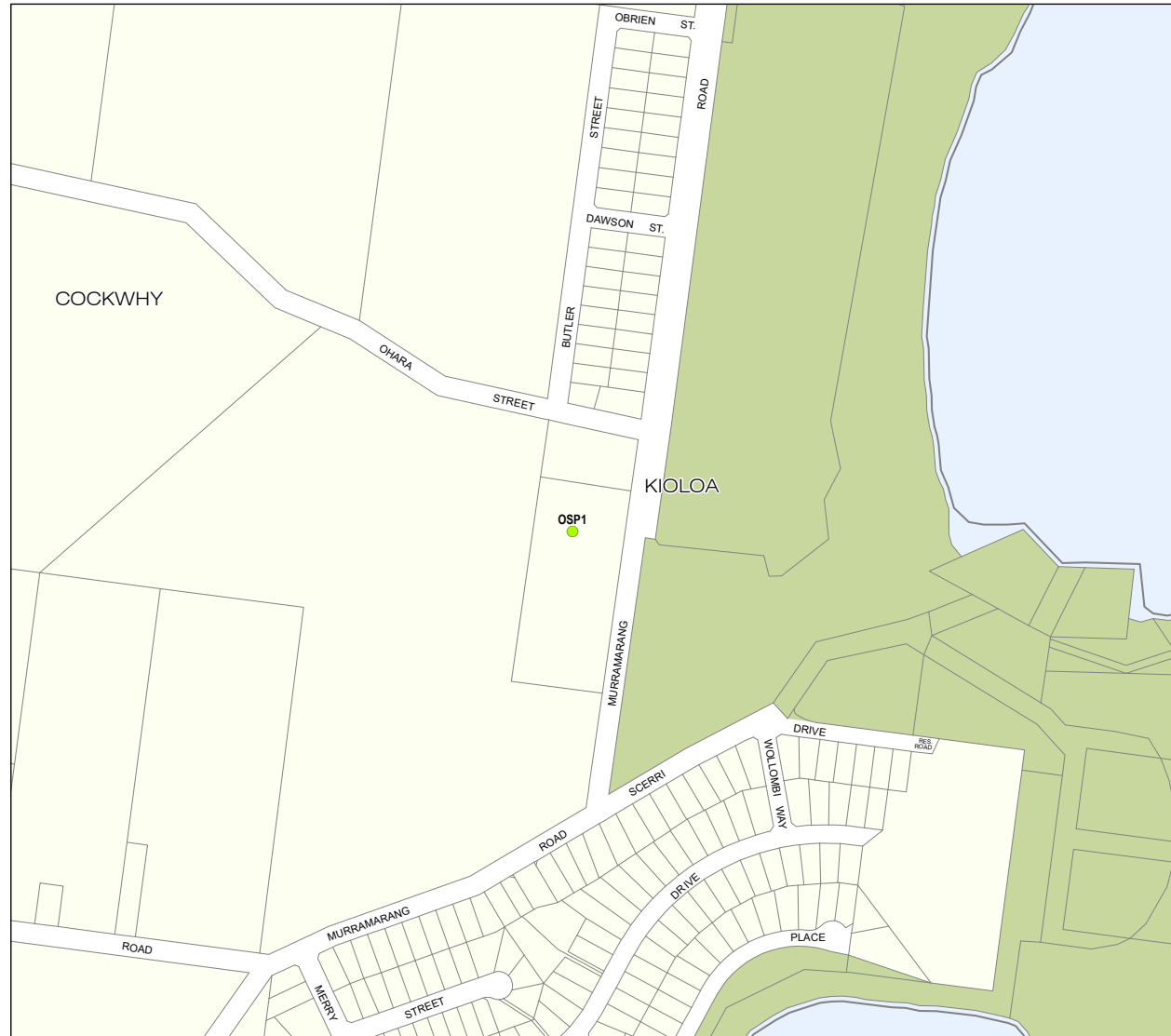
#### Open Space and Recreation

- Parks and open space (OSP)
- Sports and aquatic facilities (SPF, AQF)
- Coastal Management (CMP)

#### Community and Cultural

- Community and Cultural facilities (CCF)
- Parks/Reserves





## 7.11 Works Location

### Legend

#### Access, Servicing and Public Domain

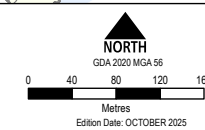
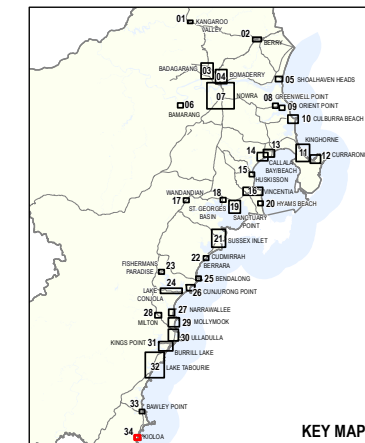
- Drainage (DRA)
- Active transport (ATP)
- Roads and bridges (RDS)
- Public domain upgrades (PDU)

#### Open Space and Recreation

- Parks and open space (OSP)
- Sports and aquatic facilities (SPF, AQF)
- Coastal Management (CMP)

#### Community and Cultural

- Community and Cultural facilities (CCF)
- Parks/Reserves





## Appendix F: Section 7.12 Levy Works Schedule and Works Location Maps

This appendix details the section 7.12 Levy Works Schedule for this Plan and the location of the works.

As outlined in Section 4.6 of this Plan, collected section 7.12 levy funds can also be applied towards the completion of works in the Works Schedule at Appendix E.

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## F.1 Section 7.12 Levy Works Schedule

Item No.	Item Description	Item Description <sup>2</sup>	Location	Works Capital Cost [A]	Land Cost [B]	Estimated or Actual Grant [C]	Total Estimated or Actual Cost [A+B+C] <sup>19</sup>	Status <sup>20</sup>	Priority <sup>21</sup>
<b>Drainage</b>									
I2D1	St Georges Basin Village Centre	New drainage infrastructure	St Georges Basin	\$2,399,123.77	-	-	\$2,399,123.77	Complete	2012
<b>Roads and Bridges</b>									
I2R1	Worrigea Road	Existing road upgrade	Worrigea	\$4,490,000.00	-	-	\$4,490,000.00	Outstanding	B
I2R2	Morton Street	Service Lane	Huskisson	\$773,760.00	\$2,625,354.96	-	\$3,399,114.96	In progress	C
I2R3	Carpenter Lane	Service Lane	Huskisson	\$684,691.55	\$619,066.94	-	\$1,303,758.49	In progress	B
I2R4	Winnima Lane	Service Lane	Huskisson	\$845,600.00	\$870,000.00	-	\$1,715,600.00	Outstanding	B
<b>Public Domain Upgrades</b>									
I2P1	North Street Upgrade	Parking and reserve upgrades	Berry	\$700,000.00	-	-	\$700,000.00	Outstanding	B
I2P2	Berry Town Centre	Access and Parking upgrades	Berry	\$1,290,000.00	\$1,375,000.00	-	\$2,665,000.00	In progress	C
<b>Parks and Open Space</b>									
I2O1	Huntingdale Park	Passive Open Space Embellishment	Berry	\$2,852,124.00	-	-	\$2,852,124.00	Outstanding	B

<sup>19</sup> Total cost to existing (Council) and future development. This represents the entire project, even though some projects may be delivered in stages. Where project is complete, actual costs are provided instead of estimates.

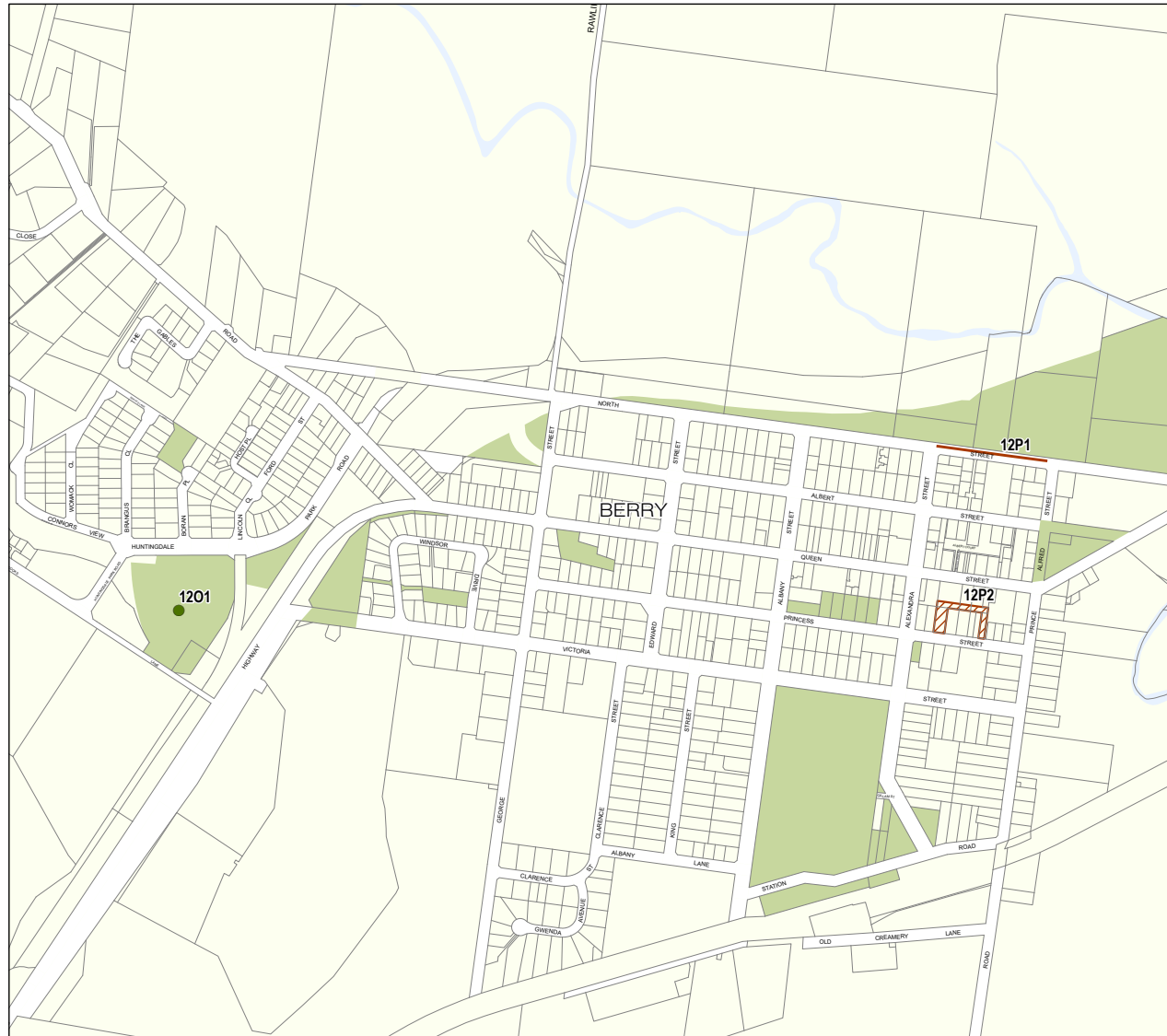
<sup>20</sup> Complete = works complete and project in recoupment; In Progress = design or works commenced (project in partial recoupment); Outstanding = works yet to commence.

<sup>21</sup> Priority A (Short term) = 2026 to 2030; Priority B (Medium-term) = 2031 to 2035; Priority C (Long-term) = 2036 to 2046; Priority D (Ongoing) = applied across 2026 to 2046. No priority for completed projects (recoupment) – year of completion noted.

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## F.2 Section 7.12 Levy Works Location Maps



### 7.12 Works Location

#### Legend

#### Access, Servicing and Public Domain

Drainage

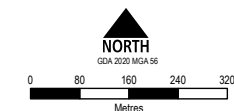
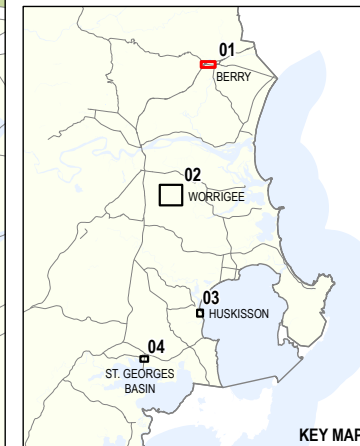
Roads

Public Domain

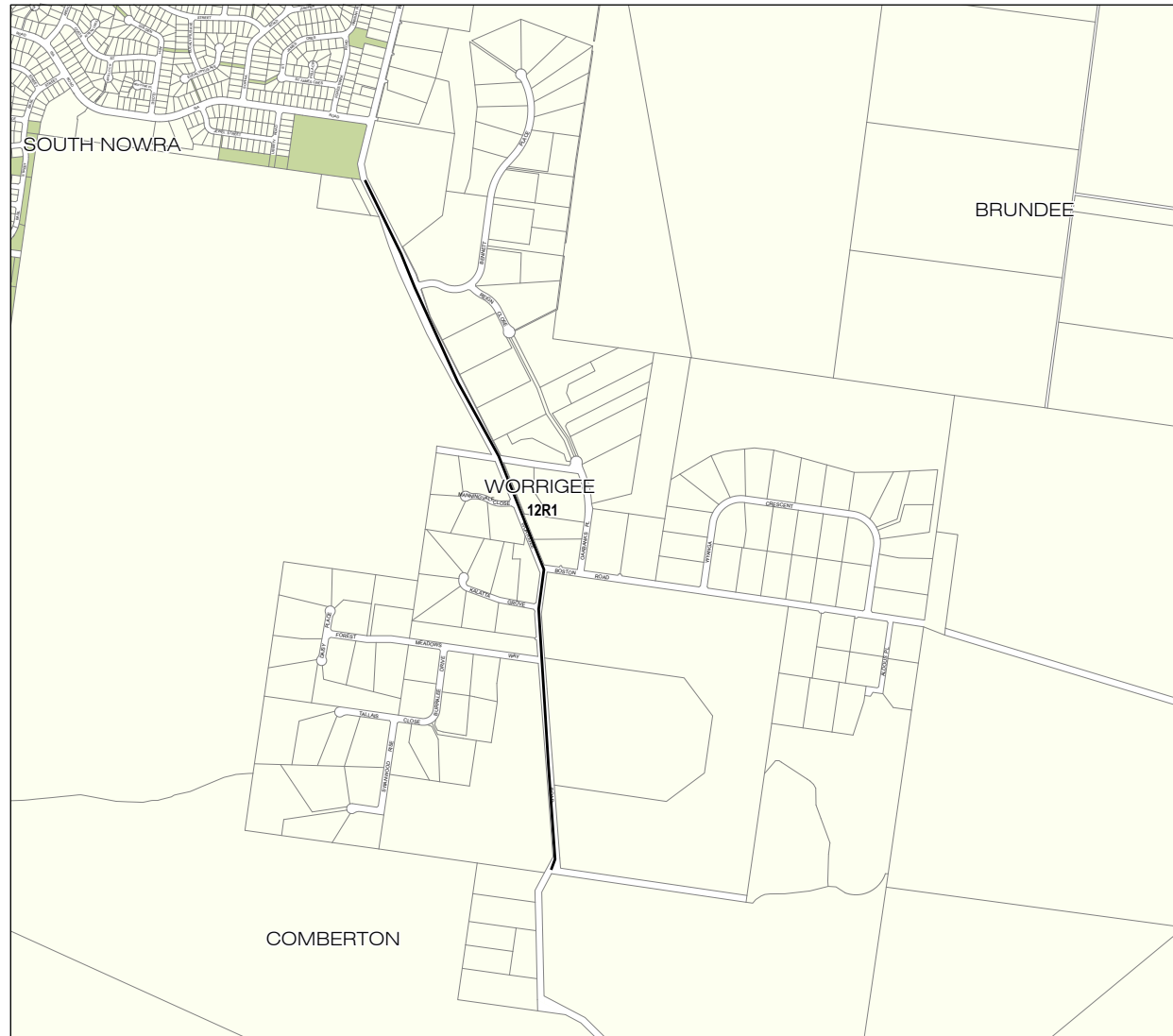
#### Open Space and Recreation

Open spaces and parks

Parks/Reserves



Edition Date: OCTOBER 2025



### 7.12 Works Location

#### Legend

#### Access, Servicing and Public Domain

Drainage

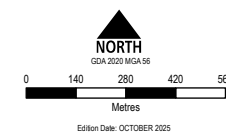
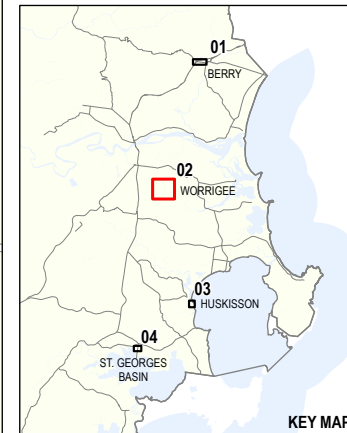
Roads

Public Domain

#### Open Space and Recreation

Open spaces and parks

Parks/Reserves





## 7.12 Works Location

### Legend

#### Access, Servicing and Public Domain

Drainage

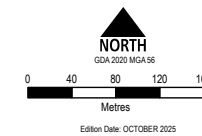
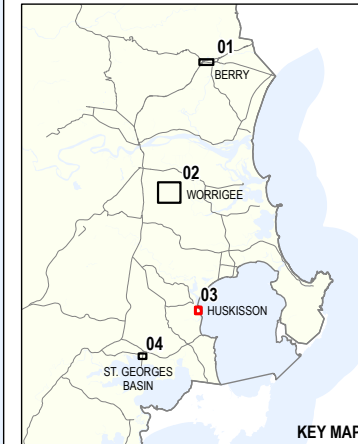
Roads

Public Domain

#### Open Space and Recreation

Open spaces and parks

Parks/Reserves





## 7.12 Works Location

### Legend

#### Access, Servicing and Public Domain

Drainage

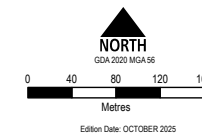
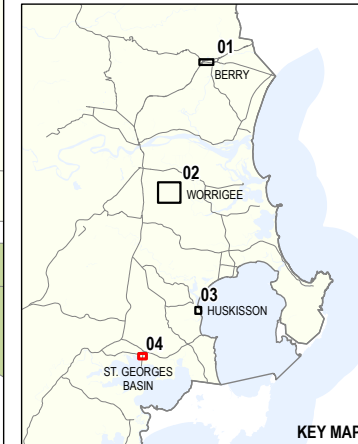
Roads

Public Domain

#### Open Space and Recreation

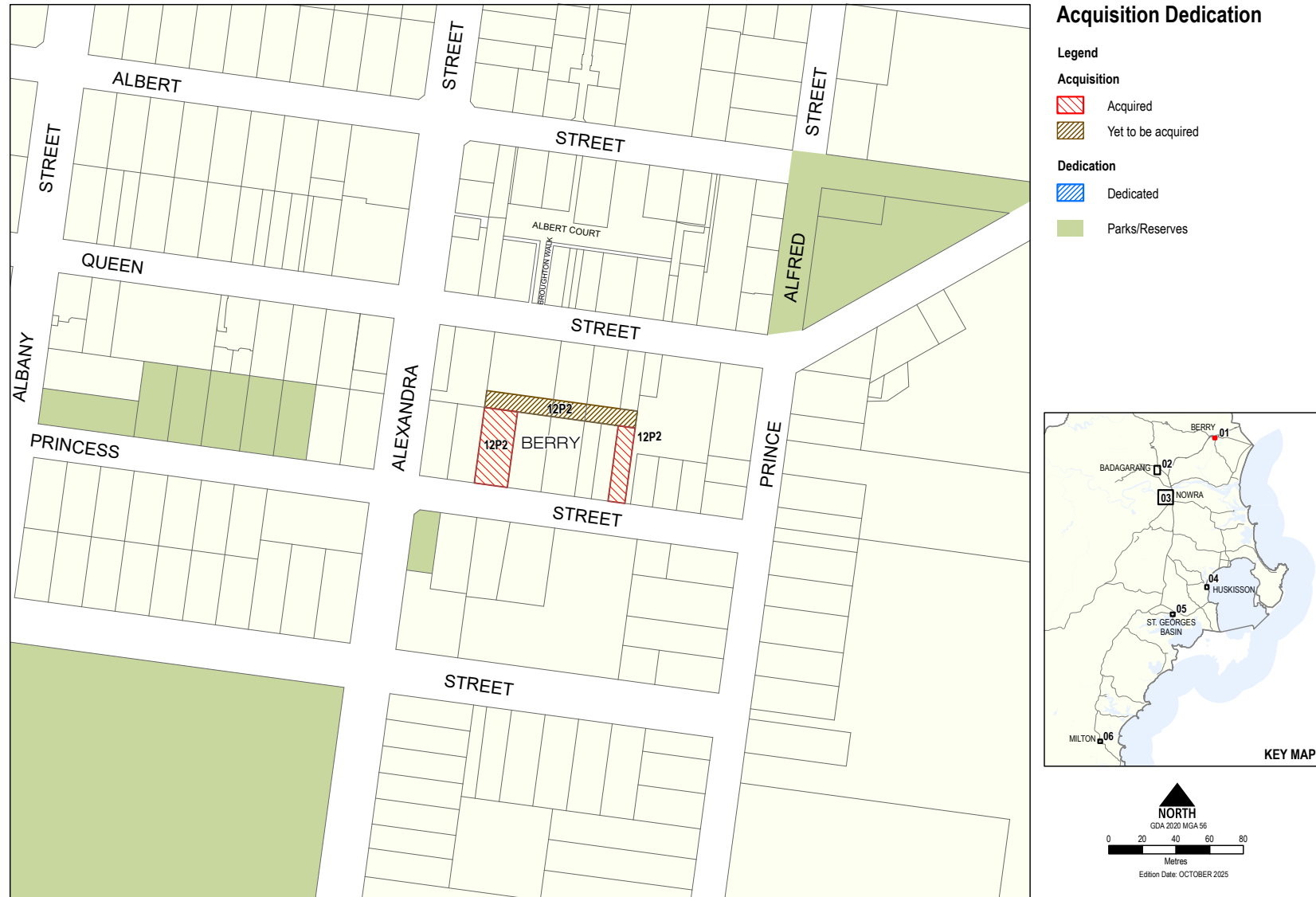
Open spaces and parks

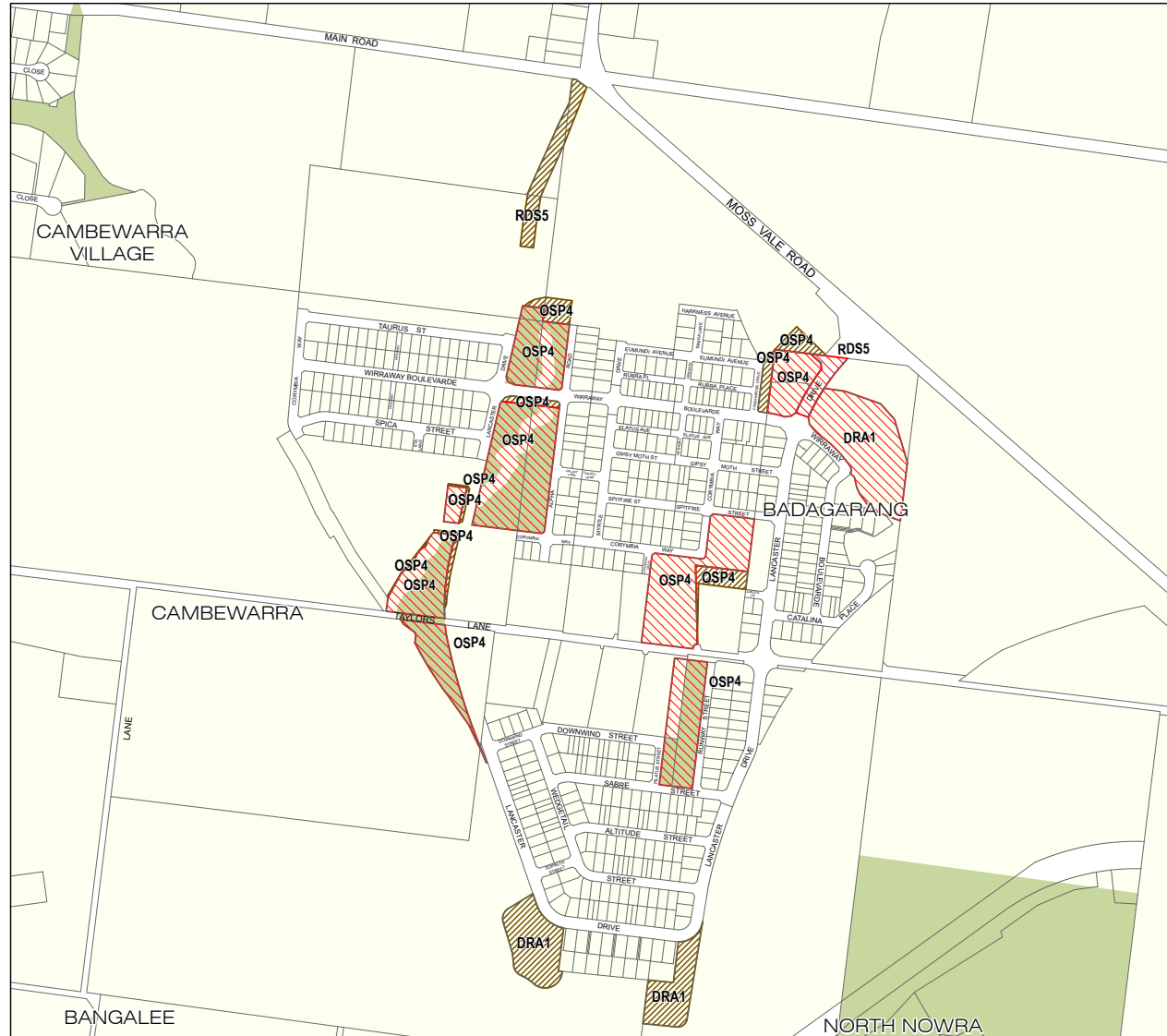
Parks/Reserves





## Appendix G: Land Acquisition and Dedication Location Maps









## Acquisition Dedication

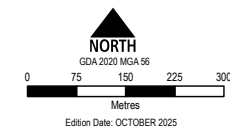
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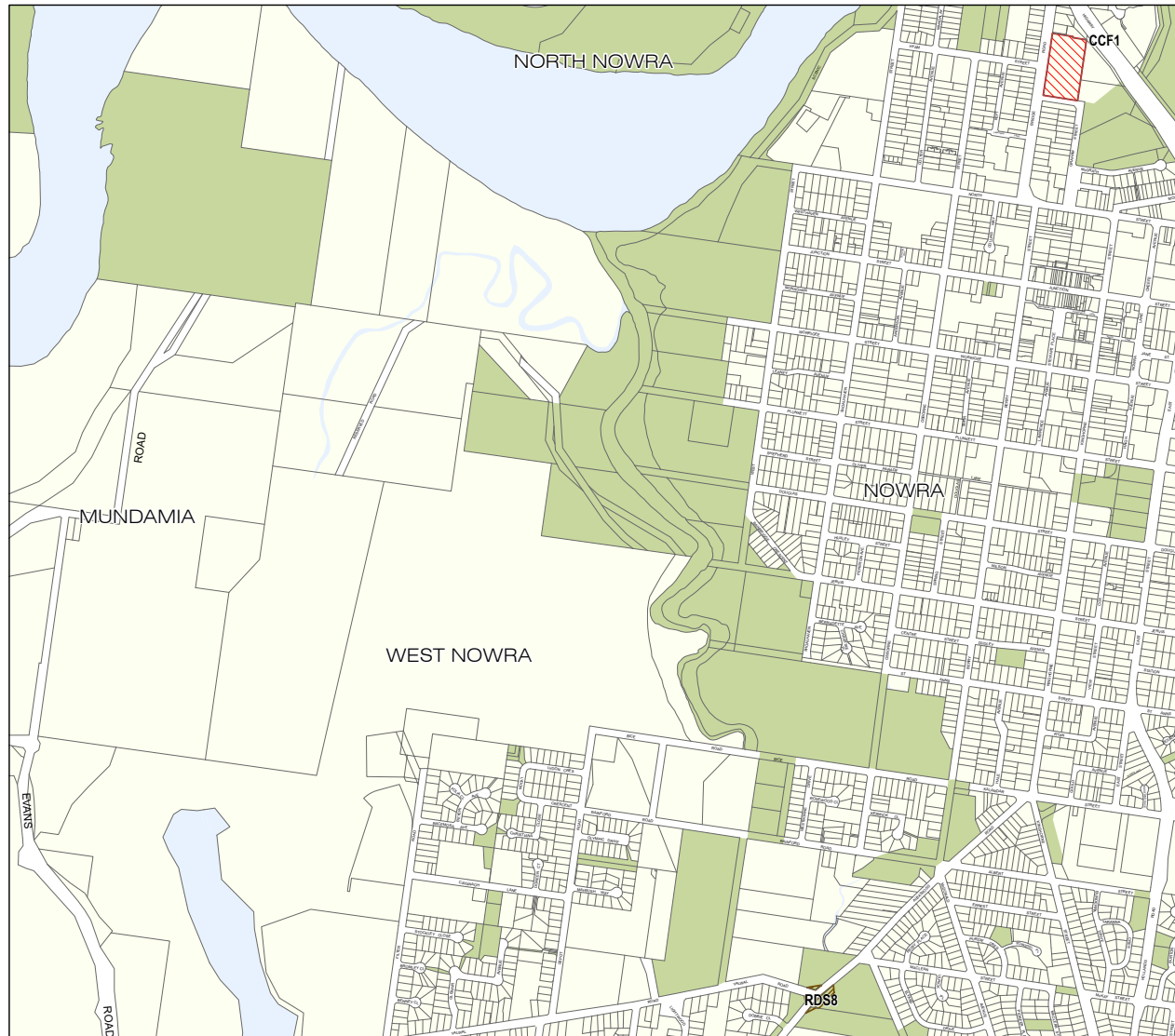
#### Acquisition

-  Acquired
-  Yet to be acquired

#### Dedication

-  Dedicated
-  Parks/Reserves









### Acquisition Dedication

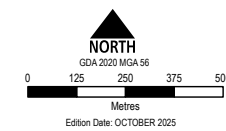
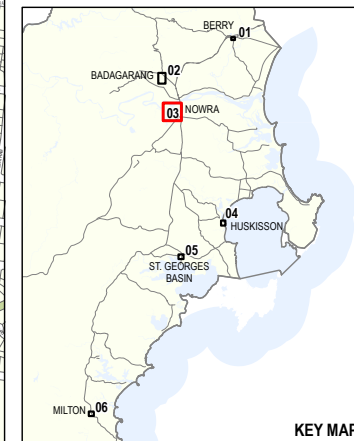
#### Legend

##### Acquisition

-  Acquired
-  Yet to be acquired

##### Dedication

-  Dedicated
-  Parks/Reserves









## Acquisition Dedication

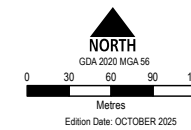
### Legend

#### Acquisition

-  Acquired
-  Yet to be acquired

#### Dedication

-  Dedicated
-  Parks/Reserves







### Acquisition Dedication

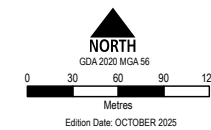
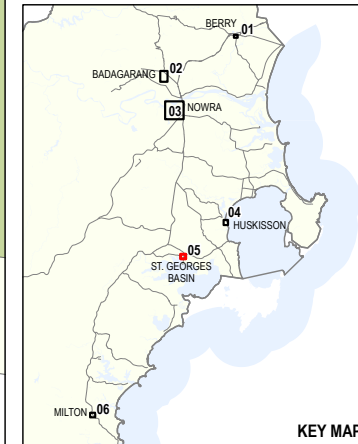
#### Legend

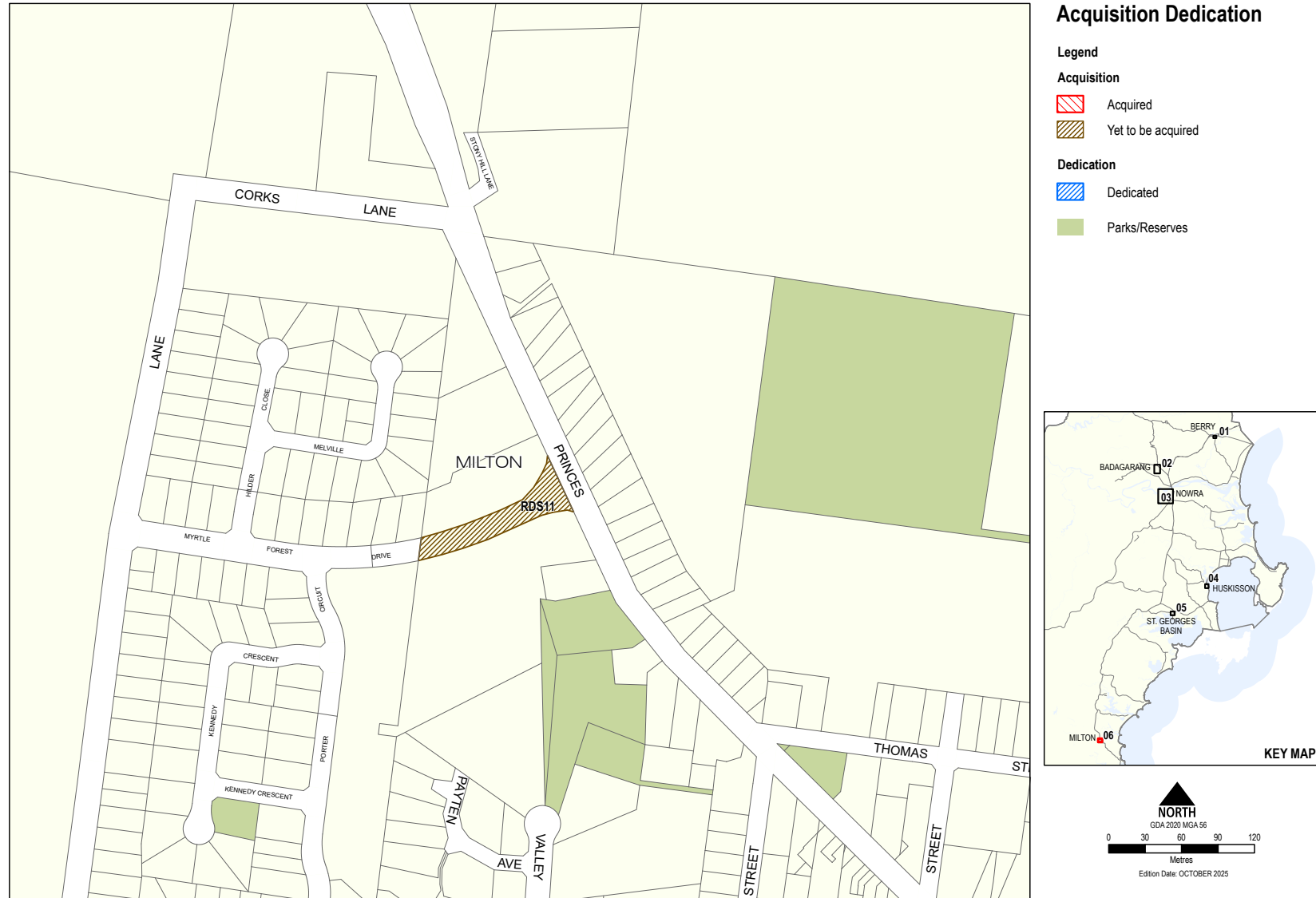
#### Acquisition

- Acquired
- Yet to be acquired

#### Dedication

- Dedicated
- Parks/Reserves







Address all correspondence to:  
The Chief Executive Officer  
PO Box 42, Nowra NSW 2541  
[shoalhaven.nsw.gov.au/contact](http://shoalhaven.nsw.gov.au/contact)  
1300 293 111

[shoalhaven.nsw.gov.au](http://shoalhaven.nsw.gov.au) f @ in v

Shoalhaven Development Control Plan 2014  
**Draft Chapter G21: Car Parking and Traffic**

### 5.3 Monetary contributions in lieu of on-site non-residential parking provision

Significant weight will be given to deficient car parking against the granting of consent in the development assessment process. In some situations; however, it may not be possible or desirable to provide the number of non-residential parking spaces required under this Development Control Plan.

Council may consider accepting additional developer contributions instead of providing non-residential parking on the development site in the following areas:

- Berry (E1 zoned land)
- Bomaderry Town Centre (MU1 zoned land)
- Nowra CBD (E2 and MU1 zoned land)
- Huskisson Town Centre (E1 and MU1 zoned land)
- Milton (E1 zoned land)
- Ulladulla (E2 and MU1 zoned land)

Applicants who propose deficient car parking in the above areas can make an offer to Council to enter into a planning agreement to make a monetary contribution to Council to address the car parking deficiency, which would be considered in the development assessment process. A monetary contribution will not be accepted for residential parking shortfalls, which will need to be wholly provided for on site. Applicants who propose deficient non-residential car parking spaces outside the above areas may also offer additional developer contributions for each deficient space, which will be considered by Council on merit.

The acceptance of monetary contributions instead of on-site parking provision is at the sole discretion of the Council. Refer to Council's Planning Agreement Policy for further information regarding assessment criteria, the monetary contribution rate per deficient parking space and planning agreements generally.

Monetary contributions collected for this purpose will be used by Council to fund the coordinated construction of public car parking across the City, in locations that align with Council's strategies. Timing of provision will be consistent with Council's Delivery Program. The car parking delivered using collected monetary contributions for this purpose is for public use, with no exclusive use for certain development.

### 5.4 Parking, Layout and Dimensions

Performance Criteria	Acceptable Solutions
<p>P1.1 The car park area:</p> <ul style="list-style-type: none"> <li>• Provides safe and efficient circulation, manoeuvring and parking of vehicles.</li> <li>• Ensures that a vehicle can safely enter and leave the parking space in</li> </ul>	<p>A1.1 Car parking spaces are provided on-site and are readily accessible from the road frontage of the development.</p> <p>A1.2 Where a loss of on-street car parking is directly related to a proposed development, these spaces are to be replaced on site.</p>



## Draft Planning Agreement Policy

<b>Adoption Date:</b>	[Click here to enter date]
<b>Amendment Date:</b>	
<b>Minute Number:</b>	[Click here to enter Minute number]
<b>Next Review Date:</b>	
<b>Related Legislation:</b>	<i>Environmental Planning and Assessment Act 1979</i>
<b>Associated Policies/Documents</b>	Shoalhaven Contributions Plan 2026
<b>Directorate:</b>	City Development
<b>Responsible Owner:</b>	Strategic Planning
<b>Record Number:</b>	POL25/107

Draft Planning Agreement Policy

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## Draft Planning Agreement Policy

### 1. Policy Purpose

The purpose of this Policy is to:

- Set out Council's policies and procedures relating to the use of planning agreements under section 7.4 of the *Environmental Planning and Assessment Act 1979*.
- Meet the requirements of the Planning Secretary's Practice Note for planning agreements.

### 2. Objectives

#### 2.1. Policy Statement

The objectives of this Policy are as follows:

- To meet the requirement of the Practice Note.
- To set out the Council's policies and procedures on its use of planning agreements and when Council may consider entering into a planning agreement.
- To establish a clear, transparent, ethical, efficient, fair, consistent and accountable framework governing the use of planning agreements by the Council.
- To promote an enhanced and more flexible development contributions system for Council.
- To align the negotiation and use of planning agreements by the Council with applicable standards of public sector probity and good governance.
- To align the use of planning agreements by the Council with the Council's corporate planning and strategic planning goals and to promote the attainment of those goals.
- In appropriate circumstances, to enable the provision of development contributions above those required to address the direct impact of a particular development on neighbouring land and the wider community.

### 3. Definitions

Term	Meaning
Affordable housing	Has the same meaning as in section 1.4(1) of the EPA Act.
Contributions plan	Means the Shoalhaven Contributions Plan 2026, as amended from time to time.
Council	means Shoalhaven City Council.
Dedication of land	Includes dedication of: <ul style="list-style-type: none"> <li>(a) land in stratum (whether or not within a building),</li> <li>(b) lots in a strata plan,</li> <li>(c) interests in land such as but not limited to easements and rights of way.</li> </ul>
Developer	Means a person who has:

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	<p>(a) sought a change to an environmental planning instrument, or</p> <p>(b) made or proposes to make a development application or an application for a complying development certificate (including a person who has made or proposes to make an application to modify a development consent), or</p> <p>(c) entered into an agreement with or is otherwise associated with, a person to whom paragraph (a) or (b) applies.</p>
Development Contributions Advisory Group	Means Council's internal governance body consisting of senior and executive staff.
Development application	Has the same meaning as in section 1.4(1) of the EPA Act
Development contribution	Means the provision made by a developer under a planning agreement being a monetary contribution, the dedication of land free of cost, or the provision any other material public benefit, or any combination of them, to be used for or applied towards a public purpose.
Direction	Means the <i>Environmental Planning Assessment (Planning Agreements) Direction 2019</i> made by the Minister for Planning under section 7.9 of the EPA Act dated 28 February 2019.
EPA Act	Means the <i>Environmental Planning and Assessment Act 1979</i> (NSW).
Environmental planning instrument	Has the same meaning as in the EPA Act.
Explanatory note	Means an explanatory note relating to a planning agreement required by section 205 of the Regulation.
ICAC Audit Tool	Means the <i>Development Assessment Internal Audit Tool</i> published by the Independent Commission Against Corruption dated April 2010 in so far as it applies to planning agreements.
Instrument change	Means the making, amendment or repeal of an environmental planning instrument to which a planning proposal relates.
Land value capture	<p>Means a public financing mechanism implemented through planning agreements by which the Council captures for the community's benefit a share of the increase in the unimproved land value arising from:</p> <p>(a) an instrument change which facilitates development, plus associated or consequential changes to a development control plan, or</p> <p>(b) the granting of a development consent which allows development to exceed development standards or other development controls under the LEP or another environmental planning instrument.</p>
LEP	Means <i>Shoalhaven Local Environmental Plan 2014</i> .
LGA	Means local government area.



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LG Act	Means the <i>Local Government Act 1993</i> (NSW).
Local infrastructure contribution	Means a condition of development consent imposed under section 7.11 of the EPA Act requiring the payment of a monetary contribution or the dedication of land free of cost or under section 7.12 requiring the payment of a levy.
Modification application	Means an application under section 4.55 or 4.56 of the EPA Act to modify a development consent.
Part 6 certificate	Means a certificate under Part 6 of the EPA Act.
Planning agreement	Has the same meaning as in section 7.4(1) of the EPA Act.
Planning proposal	Has the same meaning as in section 3.33(1) of the EPA Act.
Practice note	Means the <i>Planning Agreements Practice Note 2025</i> published by the Planning Secretary, a copy of which is available on the <a href="#">NSW Planning Portal website</a> .
Public	Includes a section of the public.
Public benefit	Means the benefit enjoyed by the public as a consequence of a development contribution made by a developer under a planning agreement.
Public facilities	Means public infrastructure, facilities, amenities and services.
Public purpose	Has the same meaning as in section 7.4(2) of the EPA Act.
Regulation	Means the <i>Environmental Planning and Assessment Regulation 2021</i> .
Surplus value	The value of the developer's contribution under a planning agreement for an infrastructure item in the contributions plan, less the value of development contributions that are or could have been required to be made under: (a) Section 7.11 of the EPA Act for that item, or (b) Section 7.12 of the EPA Act, in respect of the development the subject of the agreement.
Planning agreement application fee or planning agreement fee	Means the respective fee specified in Council's Fees and Charges for the relevant stage of the planning agreement process.
VPA Officer	Means a Council officer having the function of negotiating a proposed planning agreement on behalf of Council but does not include a person having the function of assessing a planning proposal or a development application or modification application.
Work	Means the physical result of carrying out a work with respect to land.

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**4. Roles and Responsibilities**

A planning agreement is a voluntary agreement between a planning authority and a developer that allows a developer to provide public benefits relating to public services and amenities.

The public benefits that will typically be funded through monetary contributions include (but are not limited to) new or upgraded public parks and open space, new or upgraded community facilities and libraries, new or upgraded public footpaths, and improvements to local roads and traffic management facilities, drainage basins/water quality infrastructure and the provision of affordable housing.

Planning agreements will ordinarily relate to development the subject of planning proposals or development applications that will or are likely to require the provision of or increase the demand for public facilities in the Council's area. While this usually arises in relation to greenfield projects or residential growth areas, Council will consider any planning agreement proposals that otherwise are consistent with this Policy.

**4.1. Provisions – When planning agreements may be appropriate**

The Contributions Plan should predict the expected types of development in the LGA and the demand for additional public amenities and public services to meet the expected development in the period covered by the plan. The local infrastructure contribution rates specified in the plan relate to the development predicted by the plan and the cost of providing new or additional public facilities to meet the demands of that development.

From time to time, Council receives planning proposals and development applications and modification applications with objections under clause 4.6 of the LEP that are often beyond the predictions and funding outcomes of the Contributions Plan. The Council will seek to enter into planning agreements with developers in these circumstances to obtain development contributions to meet the generated demand for public facilities or affordable housing.

Council may also seek or agree to enter into a planning agreement with a developer where:

- The demand for public facilities is not covered adequately or at all by the Contributions Plan and cannot be addressed through local infrastructure contributions.
- The demand for public facilities is outside of the permissible scope of local infrastructure contributions or affordable housing contributions under the EPA Act (e.g., natural environment conservation or enhancement; or the relocation/replacement/repair of public assets in connection with proposed new development).
- It is appropriate from a planning perspective to address local infrastructure and affordable housing requirements in connection with proposed new development at the planning proposal stage.
- Council and a developer agree to the provision of additional or different public benefits than those addressed the Contributions Plan, such as the dedication of land or ongoing maintenance of infrastructure.
- Council and a developer agree that the developer may deliver one or more works contained in the Contributions Plan works schedule instead of paying monetary local infrastructure contributions towards the works pursuant to a development consent.
- A planning agreement provides for affordable housing contributions and is entered into in connection with a development application or proposed development application.

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- Recurrent funding for the maintenance of public facilities or land is required.
- Where community benefits from the unearned increment to developers in land value increases, associated with significant planning proposals or development applications, and a land value capture contribution is considered appropriate.

#### 4.2. Provisions – The planning agreement process

This subsection outlines the planning agreement process for a planning proposal and a development application/complying development or modification applications. Refer to the flow chart at Appendix 1 for additional guidance.

Planning agreements should be negotiated before the relevant development application is determined or the instrument change takes effect so that the draft planning agreement is publicly notified alongside the relevant development application and planning proposal. As far as practicable, the Council will seek to ensure that the process for negotiation, assessment and public notification of a planning agreement runs in parallel with the process for public exhibition, assessment and determination of a development application, or the public exhibition of a planning proposal and making of an instrument change.

##### **Phase 1: Initial consideration**

Before the lodgement of the relevant development application or modification application or request for a planning proposal by the developer, Council's VPA Officer, landowner and the developer will meet to discuss the proposal. To commence this process and prior to the meeting, the applicant must submit the planning agreement application form and pay the relevant planning agreement application fee.

The parties will discuss whether it would be appropriate to negotiate a planning agreement, considering the key commercial issues relating to the proposal as well as the criteria in Section 4.1.1 - 4.1.2 and Appendix 2 of this Policy.

Council's VPA Officer will seek internal Council stakeholder feedback regarding the proposal. The proposal and Council's VPA Officer's recommendation will then be considered by Council's Development Contributions Advisory Group, where it will be determined if the proposal is accepted in principle (with or without adjustments) or rejected. The applicant will be advised accordingly.

If the proposal is rejected, the applicant may resubmit a revised proposal. Each resubmission will require the completion of a new planning agreement application form and payment of the relevant planning agreement application fee.

##### **Phase 2: Negotiation**

Following the in-principle acceptance of the proposal, the VPA Officer and the developer may commence negotiations in relation to the key commercial issues. Payment of the relevant planning agreement fee will be required, and the following established and agreed between parties:

- Whether any independent third parties need to be engaged for the negotiation and assessment for the planning agreement,
- Who will represent the developer and landowner in the negotiations.

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- A timetable for negotiations.

If agreement is reached on commercial terms, the following will occur:

- The developer must give the Council a letter of offer to enter into the planning agreement with the Council, pursuant to section 7.7(3) of the EPA Act. Refer to the letter of offer requirements in Council's letter of offer template.
- Council will arrange for the preparation of the planning agreement and explanatory note on its template<sup>1</sup> at the developer's cost, based on the content of the above letter of offer. The planning agreement must conform to the Council's currently publicly available template with such modifications as may be required in the particular circumstances. In preparing the draft planning agreement document, the parties are to negotiate any other relevant terms of the planning agreement.

When the VPA Officer is satisfied with the terms of the draft planning agreement, the developer is to provide the Council with an irrevocable letter of offer that is consistent with Council's letter of offer template and expressly offers to enter into that version of the planning agreement attached to the offer. If required by the Council, the version of the planning agreement attached to the further letter of offer is to be signed by the developer and any landowner.

This version of the letter of offer and the draft planning agreement will be referred to the Development Contributions Advisory Group by the VPA Officer for endorsement to proceed to Phase 3.

The negotiation phase is to be completed within six months, or the process will be terminated.

#### **Phase 3: Reporting and Notification**

The VPA Officer will report the draft VPA to Council for endorsement to progress to public notification, unless:

- The contributions that are under the planning agreement:
  - Consist of work and/or dedication land that are listed in the Contributions Plan and s7.11 contributions are not excluded, or
  - Consist of work and/or dedication of land that are listed in the Contributions Plan and s7.11 contributions are excluded, but only in relation to s7.11 contributions for the same works item or category of infrastructure as the works and land to be provided under the planning agreement, and
- The planning agreement does not involve a s7.11 or s7.12 contribution credit or refund, and
- The planning agreement does not involve maintenance or recurrent funding or has maintenance or recurrent funding that is considered minor, is agreed between parties, and is supported or necessitated via a policy of Council or a plan or study required for the development (e.g., a vegetation management plan).

If the planning agreement relates to a planning proposal, the draft planning agreement:

- Is to be reported to a Council meeting, together with the planning proposal, prior to proceeding to a Gateway Determination under section 3.34 of the Act, and

<sup>1</sup> The planning agreement template is consistent with section 7.4 of the EPA Act.



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**Draft Planning Agreement Policy**

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- Will only proceed to public notification if the Gateway Determination determines that the planning proposal should proceed.

If the Council resolves to proceed with the planning agreement drafting and negotiation, the Council may also delegate authority to Council's Chief Executive Officer, or his delegate, to negotiate, publicly notify, enter into, and register the planning agreement without further resolution of Council.

If the Council resolution endorses progression to public notification, payment of the relevant planning agreement fee will be required before notification commences.

The VPA will be notified for a period of at least 28 days in conjunction with the public exhibition of the planning proposal or relevant application, and in accordance with the EPA Act and Regulation. Public submissions that are received during the public notification period will be considered by the VPA Officer. The VPA Officer may negotiate changes to the draft planning agreement having regard to any matters raised.

A planning agreement can generally be entered into at any time after the planning agreement is publicly notified. In some cases, the planning agreement may need to be reported to the Council before progressing to Council's execution. This may be:

- If Council did not delegate finalisation to the CEO or his/her delegate.
- A result of submissions during notification that require reconsideration of the agreement by the Council.
- Where substantive amendments are required following notification of the agreement.
- To report in connection with the Council's determination of the development application or decision to proceed with the planning proposal.

Any resulting changes to the planning agreement through this phase will require a further letter of offer from the developer to be provided which attaches the amended draft planning agreement. Re-notification of the planning agreement may be required.

**Phase 4: Execution and implementation**

Council will typically require the developer to sign the planning agreement if not undertaken at Phase 2, or provide a further letter of offer, before it determines the development application to which the planning agreement relates, or prior to Council requesting that the Minister make the instrument change referred to in the planning proposal.

If the Council determines the development application before the planning agreement is signed, then the Council will generally require the planning agreement to be entered into as a deferred commencement condition, consistent with the terms of the developer's accepted letter of offer.

Prior to the finalisation of any instrument change referred to in the planning proposal, or before Council makes that instrument change under delegation, the planning agreement must be executed. If the developer refuses to execute a planning agreement consistent with the timeframes above, in accordance with Section 3.35 of the EPA Act, Council may request the Minister not proceed with the instrument change.

A planning agreement is entered into when it is signed by all of the parties. It must also be submitted on the NSW Planning Portal. The Council's Planning Agreements Register, which appears on the NSW Planning Portal and Council's website, contains links to planning

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agreements entered into by Council. Execution is to occur within six months of Council's resolution, or the process will be terminated.

Any documents that are required to be provided to Council on commencement of the planning agreement, such as instruments and letters of consents to the registration of a planning agreement or any security, should be provided to Council before the planning agreement is executed by the Council.

Implementation and review is to occur in accordance with the terms of the planning agreement and Appendix 2.

#### 4.3. Implementation

This Policy applies to any planning agreement that the Council enters into or proposes to enter into that applies to land or development within the Shoalhaven LGA, or jointly with another council or other planning authority that applies to land outside the Council's LGA.

A planning agreement can be entered into in connection with a planning proposal, the grant of development consent (including a complying development certificate), or the modification of a development consent.

Council intends to use planning agreements in connection with all of these, including particularly where the impacts of proposed new development cannot be addressed adequately or at all through local infrastructure contributions, or through affordable housing contributions imposed under section 7.32 of the EPA Act.

### 5. Related Legislation, Policies or Procedures

Subdivision 2 of Division 7.1 of the EPA Act and Division 1 of Part 9 of the Regulation set out the primary legislative framework for planning agreements and what a planning agreement must provide for. Other related legislation, policies and procedures include:

- *Conveyancing Act 1919*
- *Local Government Act 1993*.
- Planning Secretary's Planning Agreements Practice Note 2025.
- Shoalhaven Contributions Plan.
- ICAC Audit Tool.

### 6. Risk Assessment

#### **Probity**

To ensure that the planning agreement negotiations are transparent, consistent, efficient, fair, and accountable and to protect the public interest and integrity of the planning process, the Council will:

- Provide a copy of this Policy to any person who seeks to enter into a planning agreement with Council.
- Publish this Policy on Council's website and promote the general awareness of this Policy.

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- Negotiate planning agreements in accordance with this Policy.
- Comply with public notification requirements in the EPA Act and Regulation.
- Ensure appropriate delegations and separation of responsibilities in relation to:
  - The assessment of planning proposals and development applications.
  - The consideration and negotiation of planning agreements.
- Ensure that modifications to approved development must be subject to the same scrutiny as the original development application.
- Ensure that Councillors and Council staff understand their particular role and responsibility, some of which carry the potential for conflicts of interest.
- Take appropriate steps to ensure that it avoids a conflict of interest between its role as a planning authority and its commercial interest in the development.
- Take appropriate steps to ensure that it avoids any other conflicts of interest such as appointing a probity advisor in any other cases where there may be a risk of conflict of interest, or where there is significant public interest.
- Ensure that it will not enter into any contractual arrangement that may fetter Council's statutory discretion or guarantee outcomes that are subject to a separate regulatory processes.
- Ensure that all negotiations with a developer and their consultants are sufficiently documented.

***Who will negotiate on behalf of the Council?***

The Council will nominate the VPA Officer to be the representative of the Council in all negotiations regarding the key commercial terms of any proposed planning agreement.

The VPA Officer will negotiate a planning agreement on behalf of the Council.

The Councillors will not be involved in the negotiation of the planning agreement; however, a decision on whether the Council will enter into a planning agreement will be made by resolution of the governing body of the Council.

***Separation of roles within Council***

The Council will ensure that the Council staff responsible for assessing and determining a development application, modification application or planning proposal, to which a planning agreement relates, do not have a role in negotiating or assessing the key commercial terms of the planning agreement.

The VPA Officer will not have any involvement with the:

- Assessment of the development application, modification application or planning proposal to which the proposed planning agreement relates.
- Commercial and development activities of Council, where the development the subject of a planning agreement involves Council development or land.

If any person reporting to the VPA Officer is involved with the draft planning agreement, that person shall be bound by the same provisions of this Policy in respect of interaction with

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Council officers assessing the development application, modification application or planning proposal and conflicts of interest.

The Council will ensure that the VPA Officer does not have any conflict of interest, pecuniary or otherwise, within the meaning of Council's Code of Conduct in respect of the subject matter of the planning agreement or the development application, modification application or planning proposal to which it relates.

If the VPA Officer considers that she or he may have such a conflict, that person must immediately advise the Council in writing and a different VPA Officer, or if necessary an independent third party, must be appointed.

***Involvement of independent third parties***

The Council will encourage the appointment of an independent person to facilitate or participate in the negotiations of a planning agreement in circumstances where:

- An independent assessment of a proposed instrument change, development application or modification application is necessary or desirable.
- There is a risk of conflict of interests.
- Factual information requires validation in the course of negotiations.
- Sensitive financial or other confidential information must be verified or established in the course of negotiations.
- Facilitation of complex negotiations is required in relation to large projects or where numerous parties or stakeholders are involved.
- Dispute resolution is required under a planning agreement.

***Procedure relating to development of Council owned land***

This Policy is intended to apply as far as practicable to planning proposals relating to Council-owned or controlled land, and to development by or on behalf of the Council on Council owned or controlled land, in the same way as it applies to other land.

In such circumstances, the Council will seek to provide a public benefit in accordance with this Policy by one of the following means:

- Registering a covenant on title under s88D of the *Conveyancing Act 1919*.
- Entering into a planning agreement via a deed poll and registering the agreement on title.
- Making provision in the relevant local environmental plan to require provision of the public benefit in respect of the development of the land.

The Council will generally prefer to register a covenant on title as described above. However, if that is not practicable, the Council will provide for the public benefit by one of the other specified means.

**7. Data and Reporting**

Council includes in its annual report particulars of compliance with and the effect of planning agreements during the year to which the annual report relates.



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A register of any planning agreements that apply to land within the Council's area, whether or not the Council is a party to a planning agreement, is also kept.

Both are published on the NSW Planning Portal and the Council's website.

### **8. Monitoring and Review**

It is intended that this Policy will be periodically reviewed and, depending on the outcome of any review following consideration by Council, may be updated from time to time.

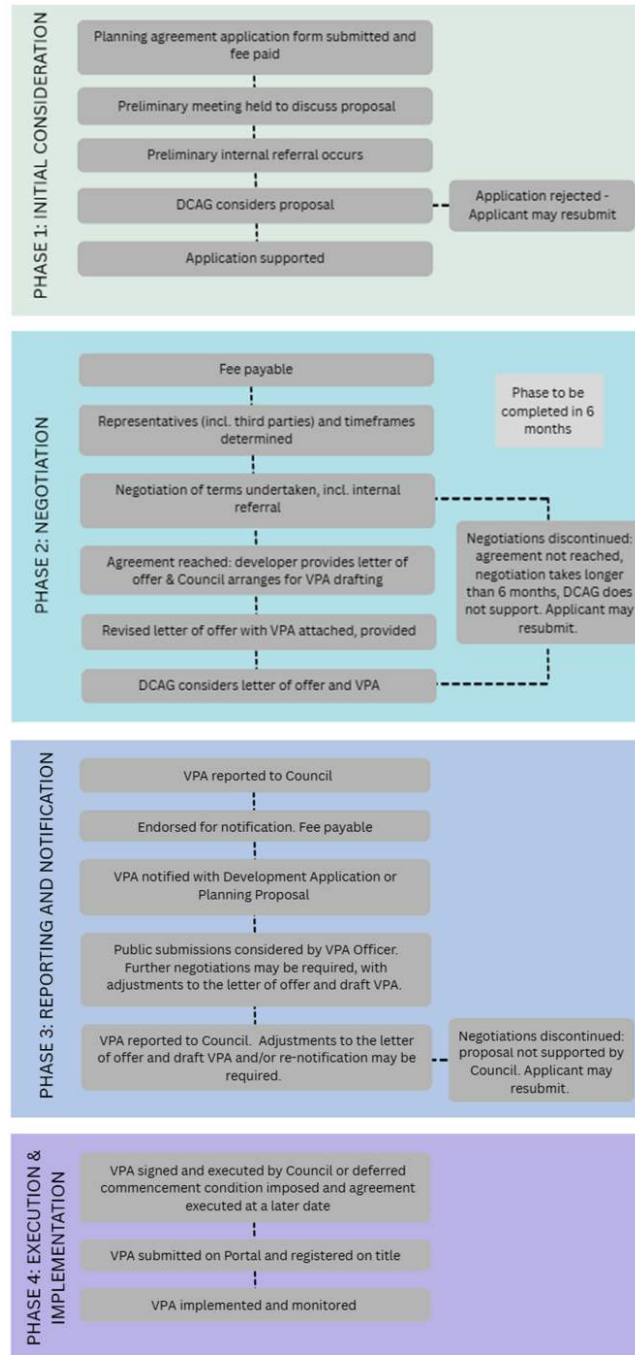
### **9. Ownership and Approval**

#### **9.1. Public Policy**

Responsibility	Responsible Owner
Directorate	City Development – Strategic Planning – Policy Planning
Endorsement	Development Contributions Advisory Group
Approval/Adoption	Council

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**APPENDIX 1: PLANNING AGREEMENT FLOW CHART**



CL26.13 - Attachment 3

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## APPENDIX 2: TECHNICAL INFORMATION

This attachment provides additional guidance to further outline Council's position and expectations regarding planning agreements. Whilst presented in the key phasing stages, the content may be relevant across the whole process.

### **Phase 1: Initial consideration**

#### ***Fundamental principles governing the use of planning agreements***

The fundamental principles of a planning agreement are to safeguard the public interest and the integrity of the planning process, as follows:

- Planning authorities should always consider a development proposal on its merits, not on the basis of a planning agreement,
- Planning agreements must be underpinned by proper strategic land use and infrastructure planning carried out on a regular basis and must address expected growth and the associated infrastructure demand,
- Strategic planning should ensure that development is supported by the infrastructure needed to meet the needs of the growing population,
- A consent authority cannot refuse to grant development consent on the grounds that a planning agreement has not been entered into in relation to the proposed development or that the developer has not offered to enter into such an agreement,
- Planning agreements should not be used as a means of general revenue raising or to overcome revenue shortfalls,
- Planning agreements must not include public benefits wholly unrelated to the development,
- Value capture should not be the primary purpose of a planning agreement.

Additionally, the following principles will govern the Council's use of planning agreements:

- Planning decisions must not be bought or sold through planning agreements,
- The Council will not allow planning agreements to unlawfully or otherwise improperly fetter the exercise of its planning functions under the EPA Act, regulation or any other act or law,
- Planning agreements must be used for a proper planning purpose,
- The decision to negotiate a proposed planning agreement, the terms and the decision whether or not to enter into the planning agreement will be undertaken within council separately from the consideration of the proposed planning agreement as part of the merit assessment of a development application or a planning proposal,
- Development that is unacceptable on planning grounds will not be permitted because of the public benefits offered by a developer under a planning agreement that do not make the development acceptable on planning grounds,
- In assessing a development application or planning proposal, the council will not take into consideration planning agreements that are wholly unrelated to the subject matter of the development application or planning proposal, nor will the council give disproportionate weight to a planning agreement in the assessment process,
- The council will not allow the interests of developers, individuals or interest groups to outweigh the public interest when considering a proposed planning agreement, and

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- The council will not improperly rely on its position in order to extract unreasonable public benefits from developers under planning agreements.

**Acceptability test to be applied to planning agreements**

When considering entering into a planning agreement, Council will apply the following test in order to assess the desirability of the possible outcome of a proposed planning agreement:

- Do the procedures followed by the Council to negotiate and enter into planning agreement, and the terms of the planning agreement, as relevant comply with the relevant requirements of the EPA Act, the Regulation the Direction, ICAC Audit Tool and this Policy?
- Is the planning agreement directed towards legitimate planning purposes ascertainable from the statutory planning controls and other adopted planning policies applying to development and the circumstances of the case?
- Does the planning agreement provide for the delivery of infrastructure or public benefits that are not wholly unrelated to the development?
- Will the planning agreement produce outcomes that meet the general values and expectations of the public and protect the overall public interest?
- Does the planning agreement provide for reasonable means of achieving the relevant outcomes and securing the relevant infrastructure and public benefits?
- Will the planning agreement protect the community against adverse planning decisions?
- Will the planning agreement be registered on title and, if not, has the developer provided alternative satisfactory security in lieu of registration?
- Are there any relevant circumstances that may operate to preclude the Council from negotiating or entering into the proposed planning agreement?

**Corporate strategic planning and land use planning context**

Planning agreements must fit within the context of the Council's broader organisational strategic planning and land use planning policies, goals, and strategies. This includes (not exclusively) the community strategic plan, community engagement strategy, resourcing strategy, delivery program, operational plan and local strategic planning statement. The Council's use of planning agreements should also align with the Regional Plan for the area.

Planning agreements are one means of enabling the Council to fund and deliver some of the projects and infrastructure identified in the Council's corporate and land use related strategic planning documents. These documents provide guidance to the Council in relation to the planning priorities and projects that it should pursue via planning agreements.

**Affordable housing contributions**

The Council must comply with the Direction when entering into planning agreements to obtain affordable housing contributions in connection with a development application or proposed development application. Council may seek to negotiate planning agreements where the relevant development application, modification application or planning proposal proposes an increase to the maximum building height or floor space ratio applying to the land.



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Council will generally seek monetary development contributions through planning agreements for this purpose, but may seek or agree to the dedication of affordable housing units or the dedication of land for the development of affordable housing units free of cost to the Council or a social housing provider, and other material public benefits on a case by case basis, to meet the demands created by proposed development.

For planning proposals, the Council will also consider the following matters:

- Whether the proposed development to which the planning proposal relates includes, or will include, development for the purpose of affordable housing.
- Whether affordable housing (such as a hostel, boarding house or low-rental residential building) on the land the subject of the planning proposal will be, or has been, demolished.
- The terms of any affordable housing contribution scheme for dedications or contributions set out in or adopted by a local environmental plan.

#### Monetary contributions in lieu of on-site non-residential parking provision

In addition to section 7.11 contributions or 7.12 levy, Council may consider accepting additional developer contributions instead of providing non-residential parking on the development site in the following areas, as outlined in Shoalhaven Development Control Plan 2014:

- Berry (E1 zoned land)
- Bomaderry Town Centre (MU1 zoned land)
- Nowra CBD (E2 and MU1 zoned land)
- Huskisson Town Centre (E1 and MU1 zoned land)
- Milton (E1 zoned land)
- Ulladulla (E2 and MU1 zoned land)

Applicants who propose deficient non-residential car parking in a development application in the above areas can make an offer to Council to enter into a planning agreement to make a monetary contribution to Council to address the car parking deficiency, which would be considered in the development assessment process. A monetary contribution will not be accepted for residential parking. Additional developer contributions for each deficient non-residential car parking space outside the above areas may also be considered by Council on merit.

Council's criteria for whether it will consider a monetary contribution instead of the provision of on-site parking is as follows:

- A monetary contribution is paid for each deficient parking space (rounded up to the whole), at a rate of \$24,723.09 per space. The rate set is not subject to negotiation and will be adjusted at the beginning of each quarter from the commencement of this Policy, according to positive movements in the Consumer Price Index (All Groups Index) for Sydney (CPI) for the previous quarter.
- The deficit will not result in adverse impacts on the road network, including congestion and safety.
- There is a clear public benefit in not providing on site parking spaces.

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- A monetary contribution for each deficient non-residential parking space in the part of Nowra CBD bound by North Street, O’Keeffe Avenue, Nowra Lane, Worrigee Street and Berry Street is preferable over provision on site.

The acceptance of monetary contributions instead of on-site parking provision is at the sole discretion of the Council.

Monetary contributions collected for this purpose will be used by Council to fund the coordinated construction of public car parking across the City, in locations that align with Council’s parking strategies.

**Land dedication**

A planning agreement may provide for the dedication of land to Council where the land is required for or in connection with the provision, extension or augmentation of public facilities associated with development the subject of a planning proposal or development application.

Ordinarily, land dedicated to Council under a planning agreement must:

- Serve a genuine planning purpose (e.g., not ‘leftover’ land).
- Be fit for the purpose for which the land will be dedicated.
- Unless otherwise agreed by Council, be free of encumbrances and dedicated free of cost.

The developer will be responsible for preparing all documents and meeting all costs associated with the dedication of land under a planning agreement.

Where Council agrees in a planning agreement to offset part or all of the value of land dedicated to Council under the agreement against section 7.11 contributions or section 7.12 levies under the EPA Act, the value of the land for offsetting purposes will not exceed the agreed contribution value of the land set out in the planning agreement, which value may be less than its market value determined in accordance with section 56 of the *Land Acquisition (Just Terms Compensation) Act 1991*. Refer to the ‘valuing public benefits’ section below for more detail regarding land value.

The timing of the dedication of land under a planning agreement will ordinarily be determined by the planning purpose served by the dedication and whether the planning agreement is associated with a planning proposal or a development application.

**Phase 2: Negotiation****Valuing public benefits**

The EPA Act does not require a planning agreement to set out the dollar value of non-monetary benefits provided by the developer under the agreement; however, valuing non-monetary benefits is helpful in determining the extent of a non-monetary benefit, credits and offsets against local infrastructure contribution or determining the amount of security to be provided.

The Council will decide on a case-by-case basis whether non-monetary benefits provided under a planning agreement are required to be valued.

Where a planning agreement provides for the dedication of land free of cost or acquires land for value, the value for the purposes of the agreement will generally be the market value of the land determined in accordance with Division 4 of Part 3 of the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW). Where land required to be dedicated under a planning agreement is required to be valued, the Council will engage, at the developer’s cost, a suitably

#### Draft Planning Agreement Policy

qualified and experienced valuer independent of the parties to provide a written opinion on the estimated value of the relevant land to the Council. The valuer is to be independent of, and at arms-length from, the parties to the planning agreement.

Where a planning agreement provides for the carrying out of works, the value for the purposes of the agreement will be the estimated design and construction costs of the works agreed to by Council. Where works to be provided under a planning agreement are required to be valued, the Council will generally engage, at the developer's cost, a suitably qualified and experienced quantity surveyor independent of the parties to provide a written opinion on the estimated value of the works.

Notwithstanding the above, if the land or works to be valued for the purposes of a planning agreement are included in the works schedule in the Contributions Plan, the value for the purposes of the agreement will be the dollar value stated in the plan, unless the Council otherwise agrees.

#### **Funding for recurrent costs**

Recurrent expenditure relating to the provision of public amenities or public services and affordable housing may be applied under a planning agreement.

Where public facilities primarily serve the development to which the planning agreement applies or neighbouring development, Council may require development contributions to be provided towards the recurrent costs of those facilities in perpetuity.

In respect of public facilities that provide 'broader benefits', Council will only require development contributions to be provided towards the recurrent costs of those facilities until a public revenue stream is established to support the ongoing costs of the facility.

#### **Works & Works-in-kind**

The Council requires specific provisions to be included in all planning agreements that require the carrying out of works, as contained in the publicly available planning agreement template.

The provisions of a particular planning agreement applying to the carrying out of works are subject to the circumstances of each case, which may require the deletion or modification of some of the provisions contained in the template or the inclusion of other provisions.

There is no legal obligation on the Council to consider or pay a surplus value amount in relation to the works (if applicable) and the Council will not do so under any circumstances.

#### **Security for enforcement and performance**

Security for the enforcement of a planning agreement may be achieved using a number of different means or a combination of them, including:

- Registration of the planning agreement on title.
- Requiring the provision of development contributions prior to the issuing of part 6 certificates for the development to which the agreement.
- In the case of a planning proposal, requiring the provision of development contributions prior to or in conjunction with the taking effect of the amendment to the relevant local environmental plan.

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- Bonds or bank guarantees.
- Granting and registration of a charge over land in the Council's favour.
- In the case of an obligation for the developer to dedicate land, a provision in the planning agreement providing for the compulsory acquisition by the Council of the relevant land.

In addition to registration of a planning agreement, the Council will generally require the following security for the following types of development contributions under an agreement on and from the date of execution of the planning agreement:

- For monetary development contributions, payment to be tied to the issuing of Part 6 certificates where possible; otherwise, the Council will require a bond or bank guarantee on terms acceptable to the Council to be provided for the full value of the contributions, or a charge encumbering land with sufficient value to secure the payment of the monetary contribution to be registered on the title to the land.
- For the dedication of land, the inclusion of a provision in the planning agreement allowing the compulsory acquisition of the relevant land for \$1 in the event the land is not dedicated as required under the planning agreement.
- For the carrying out works:
  - Completion of the works or stages of the works to be tied to the issuing of Part 6 certificates for the development to which the agreement applies, and provision of a bank guarantee in an amount determined by the Council in the circumstances having regard to the construction cost of the work.
  - For works that are not tied to the issuing of a Part 6 certificate, or where the developer seeks to defer the timing for completion of a work, provision of a bank guarantee equal to 115% of the estimated construction cost of the work.
  - Provision of bank guarantee in an appropriate amount not exceeding 10% of the construction cost of a work to secure the defects liability and maintenance obligations relating to the work under the planning agreement, where defects liability and maintenance obligations have not already been secured via conditions of consent.
- If a planning agreement is not registered on title on and from the commencement of the planning agreement, the Council may also require the provision, on commencement of the agreement, of a bond or bank guarantee equal to the full value of all of the development contributions to be provided until such time as the planning agreement is registered.

#### Credits and offsets

The Council will, on a case by case basis, consider whether contributions under section 7.11 of the EPA Act should be reduced in consideration of the benefits provided under a planning agreement. Typical circumstances where this may occur include, but are not limited to:

- Where a planning agreement requires the provision of a work or land identified in the works schedule in a Contributions Plan but the demand for the work or the land is spread among a number of future developments and other developers have contributed or will contribute towards a proportion of the cost of the work or land item through s7.11 contributions.
- Where a planning agreement requires the provision of a work or land which will wholly or partly replace an item in the works schedule in the Contributions Plan.



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- Where a planning agreement requires the provision of a work or land identified in the works schedule in the Contributions Plan and the cost of constructing work, or the value of the land determined in accordance with this Policy, exceeds the amount identified in the Contributions Plan.

Where a planning agreement provides for works or land dedication, Council will usually only consider an offset of section 7.11 monetary contributions relating to the specific works item in the Contributions plan. Council will not support an offset of section 7.11 monetary contributions in a different category of contributions in the Contributions Plan to the works or land being provided (e.g., offsets against open space contributions for road works).

Any difference between the agreed and actual costs of constructing any works in a planning agreement will be to the advantage or disadvantage of the developer. The developer is not entitled to claim any additional credits or reimbursement for the difference between the actual construction costs and the agreed reduction in contributions under section 7.11 of the EPA Act.

#### **Timing of provision of benefits by developer**

The timing of when the provision of development contributions are to be made may differ from case to case depending on the particular development. As a general rule, the Council will require development contributions to be provided at the following times:

- For monetary contributions, prior to the issuing of the first Part 6 certificate for the development.
- For the dedication of land, upon the registration of the first plan of subdivision for the development or prior to the issuing of the first Part 6 certificate for the development.
- For carrying out of work, prior to the issuing of the first Part 6 certificate for the development. If the development is staged, the work is to be provided before the first Part 6 certificate for the relevant stage of the development.

#### **Registration**

The EPA Act provides for the registration of a planning agreement on the title to land. Upon registration, the planning agreement becomes binding on, and is enforceable against, the owner of the land from time to time (i.e. future owners) as if each owner for the time being had entered into the planning agreement.

Council requires all planning agreements to be registered on the title.

Registration requires the written consent of all persons having a registered interest in the land. Such persons include the registered proprietor, caveators, mortgagees, chargees, lessees and the like. For this reason, the landowner, if different to the developer, will generally be required to be an additional party to the planning agreement.

#### **Phase 3: Reporting and Notification**

##### **Public notification**

The Regulation requires public notification of the draft planning agreement to occur as part of, and at the same time and in the same way as public exhibition of the planning proposal, development application or modification application unless it is not practicable to do so. In which case, public notification of the planning agreement must occur as soon as practicable.

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Where the development application or planning proposal to which a planning agreement relates is required by or under the EPA Act or Regulation to be publicly notified and available for public inspection for a period exceeding 28 days, the Council will publicly notify the planning agreement and make it available for public inspection for that longer period.

**Re-notification**

A draft planning agreement may be amended by the parties to address any issues arising from submissions that are received or for any other reason. A draft planning agreement should be renotified where changes are made to the draft planning agreement that materially affect:

- How any of the matters specified in section 7.4 of the EPA Act are dealt with by the planning agreement,
- Other key terms and conditions of the planning agreement,
- The planning authority's interests or the public interest under the planning agreement, or
- Whether a non-involved member of the community would have made a submission objecting to the change if it had been publicly notified.

The Council will publicly re-notify a draft planning agreement and the associated development application, modification application or planning proposal to which it relates if, in the Council's opinion, a material change as described above has been made to the terms of the agreement.

The amended draft planning agreement may need to be reported to the Council and if so, the VPA Officer will again assess the merits of the amended draft planning agreement before it is reported to the Council and before any re-notification.

**Phase 4: Execution and implementation****Deed poll**

The Council will generally require a provision to be included in a planning agreement to the effect that the planning agreement operates as a deed poll in favour of the Council on and from the date of execution by the developer until the date on which the deed is signed by all parties.

**Registration**

The Council will require the developer and landowner to provide the following documents prior to or immediately upon commencement of the planning agreement:

- An instrument requesting registration of the planning agreement in registrable form identifying the Council as the applicant on the instrument, and
- The landowner's written consent and the written consent of all persons having a registered interest in the land to the registration of a planning agreement.

The Council will lodge the planning agreement for registration. The developer or landowner or both under the planning agreement will be required to meet the Council's costs of and incidental to registering the planning agreement.

The landowner will be required to promptly address any requisitions issued by NSW Land Registry Services relating to the registration that is relevant to the landowner and any interest holders.

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**Enforcement by Council and dispute resolution**

All planning agreements must include procedures for dealing with a breach of the planning agreement. Such provisions will allow the Council to issue a notice of breach requiring the developer to rectify the breach within a specified period. If the developer fails to comply with the notice, the Council may take action to remedy the developer's breach including by calling up any security provided under the planning agreement, stepping in to carry out works, or doing any other thing to remedy the breach.

The Council will generally be required to follow such procedures before it may exercise any rights that it may have at law to commence legal proceedings, except where urgent interlocutory relief is sought.

If a dispute resolution mechanism is triggered, the Council will generally be required to complete the resolution process before it may exercise any rights to commence legal proceedings, except where urgent interlocutory relief is sought.

Expert determination will ordinarily be applicable in relation to disputes about technical or quantifiable matters such as costs and values, designs and specifications and the like, which lend themselves to resolution by independent experts. Mediation will apply in all other cases.

**Monitoring and performance reporting by developer**

Council requires the developer to provide a periodic performance report that will enable Council to determine the progress of the development to which the planning agreement relates and the developer's compliance with the obligations under the planning agreement. A performance report may typically include a:

- Summary of the status of all the development contributions under the planning agreement, including a list of all development contributions due to be commenced or completed within the next 12 months.
- List of securities provided to the Council under the planning agreement and a statement about the current value of each such security.

**Review of planning agreement**

A planning agreement should be reviewed periodically. A planning agreement may also need to be reviewed where there has been, or will be, an unexpected change in circumstances that materially affects the operation of the planning agreement. This could include (not exclusively):

- In respect of a planning agreement that is entered into in connection with a planning proposal, where a development standard which can be numerically quantified (such as maximum building height or floor space ratio) exceeds that standard resulting from the gateway determination.
- In respect of a development application, a modification to the determination.

For the purposes of addressing any matter arising from a review of a planning agreement, the parties will be required to use all reasonable endeavours to agree on and implement appropriate amendments to the planning agreement. However, any failure by a party to agree to take action requested by another party as a consequence of a review is not a dispute for the purposes of the planning agreement and is not a breach of the planning agreement.

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**Amendment of planning agreement**

Where the developer or another party to a planning agreement (other than Council) requests an amendment to a planning agreement, they must provide a request in writing and supporting justification to the Council. To commence this process, the applicant must submit the planning agreement application form and pay the relevant planning agreement application fee. Other planning agreement fees are payable through the process.

The Council will consider the request and supporting information in good faith and will liaise with the developer or other party in deciding whether to agree to the amendment. However, the Council may, in its complete discretion, decide whether or not to agree to the amendment or whether to propose a varied or different amendment to meet the circumstances identified.

Where the Council seeks an amendment to a planning agreement, the developer and any other party to the planning agreement must work co-operatively and in good faith with the Council with a view to achieving the amendment.

The Regulation provides that a planning agreement can be amended by agreement between the parties to the planning agreement. Such an amendment must be documented in a deed of variation to be entered into in a form and on terms acceptable to the Council.

**Novation and assignment by developer**

Unless and until all planning agreement obligations are completed by the developer, the agreement will impose restrictions on:

- The sale or transfer the land to which the planning agreement applies.
- The assignment of the developer's rights or obligations under the planning agreement.
- Novation of the planning agreement.

The Council will not allow any of the above dealings unless it is satisfied that any incoming landowner or developer party will be bound by the provisions of the planning agreement and are capable of performing the obligations under the planning agreement, and that there is no existing unremedied breach of the planning agreement. If a planning agreement is registered on the title to the land the Council may agree that the restrictions referred to above do not apply to a sale or transfer of the land on the basis that any new landowner will be bound by the provisions of the planning agreement.

However, unless and until a deed of novation of the planning agreement is entered into in connection with the sale or transfer, the original developer and landowner parties will continue to be liable and bound by the contractual obligations under the planning agreement until those requirements have been complied with.

Upon request, a standard form of a deed for novation/assignment can be made available.

**Discharge of developer from planning agreement**

The Council will discharge a developer from its obligations under the planning agreement where all the obligations have been completed in accordance with the planning agreement. The discharge will be effected by means of written correspondence to the developer and take effect according to the terms of the correspondence.



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Where the developer's obligations under a planning agreement have not been completed, the Council may discharge a developer from its obligations in the following circumstances:

- In respect of a planning agreement that is entered into in connection with a planning proposal, where the planning proposal authority has requested the Minister for Planning that the matter not proceed,
- In respect of a planning agreement that is entered into in connection with a development application, where the development consent to which the agreement relates has lapsed and the development has not commenced or the development consent surrende.

**Administration****Costs related to a planning agreement**

The Council requires a developer party to be responsible for all costs and expenses related to a planning agreement. This will include (without limitation) Council's costs and expenses of:

- Preparing, negotiating, executing, registering and stamping a planning agreement.
- An amendment of a planning agreement other than amendment requested by Council.
- Registration or removing registration of a planning agreement from title.
- The dedication of land under a planning agreement, including all costs associated with any subdivision of land necessary to facilitate the dedication.
- Preparing and registering any related instrument on title such as any easements, covenants, restrictions, charges and caveats required or allowed by the planning agreement.
- Any other related document related to the specific planning agreement, such as any deed of novation or assignment.
- Enforcing and remedying a breach of the planning agreement, including costs and expenses incurred by the Council in connection with investigating a non-compliance by the developer and enforcing compliance by the Developer with this Deed (including the costs and expenses of preparing and issuing notices for those purposes).
- Engaging any independent person or service.

**Notification on planning certificates**

Council's planning agreement template contains an acknowledgement by the developer that the Council may, in its absolute discretion, make a notation about a planning agreement on any certificate issued under section 10.7(5) of the EPA Act relating to the land the subject of the agreement or any other land.

**Refunds**

There is no legal obligation on the Council to refund to developers monetary contributions paid to the Council under a planning agreement and the Council will not do so under any circumstances.

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Where monetary contributions paid under a planning agreement exceed the funds necessary for the public purpose for which they are paid, Council may, in its complete discretion, apply those contributions towards another public purpose having regard to the public interest prevailing at the time.

## Works In Kind Agreement Policy

<b>Adoption Date:</b>	[Click here to enter date]
<b>Amendment Date:</b>	
<b>Minute Number:</b>	[Click here to enter Minute number]
<b>Next Review Date:</b>	
<b>Related Legislation:</b>	<i>Environmental Planning and Assessment Act 1979</i>
<b>Associated Policies/Documents</b>	Shoalhaven Contributions Plan 2026
<b>Directorate:</b>	City Development
<b>Responsible Owner:</b>	Strategic Planning
<b>Record Number:</b>	POL25/111

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## Draft Works In Kind Agreement Policy

### 1 Policy Purpose

The purpose of this Policy is to establish Council's policy position relating to the acceptance of material public benefits offered by developers in part or full satisfaction of the payment of monetary section 7.11 contributions, and the use of Works in Kind agreements by the Council for that purpose.

### 2 Objectives

#### 2.1 Policy Statement

The objectives of this Policy are as follows:

- To set out the Council's policies and procedures on its use of WIKAs and when Council may consider entering into a WIKA.
- To establish a clear, transparent, ethical, efficient, fair, consistent and accountable framework governing the use of WIKAs by the Council.
- To promote an enhanced and more flexible development contributions system for Council,

### 3 Definitions

Term	Meaning
Bank guarantee	Means an irrevocable and unconditional undertaking without any expiry or end date in favour of the Council to pay an amount or amounts of money to the Council on demand issued by: <ul style="list-style-type: none"> <li>(a) one of the following trading banks:               <ul style="list-style-type: none"> <li>(i) Australia and New Zealand Banking Group Limited,</li> <li>(ii) Commonwealth Bank of Australia,</li> <li>(iii) Macquarie Bank Limited,</li> <li>(iv) National Australia Bank Limited,</li> <li>(v) St George Bank Limited,</li> <li>(vi) Westpac Banking Corporation, or</li> </ul> </li> <li>(b) any other financial institution approved by the Council in its absolute discretion.</li> </ul>
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.

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Contribution credit	Means the extent to which a monetary section 7.11 contribution for a contributions plan work (or more than one) is satisfied by the provision of a material public benefit or benefits provided under a WIKA.
Contributions plan	Means the Shoalhaven Contributions Plan 2019, as amended from time to time.
Contributions plan work	Means a work provided for in the works schedule in a contributions plan.
Contributions plan works category	Means a category of public facilities specified in the works schedule in a contributions plan.
Contributions plan works cost	Means the estimated cost attributed to a contributions plan work as specified in the works schedule in a contributions plan.
Council	Means Shoalhaven City Council.
Developer	Means person entitled to act on a development consent.
Development application	Has the same meaning as in section 1.4(1) of the EPA Act.
Development consent	Means a consent under Part 4 of the EPA Act to carry out development and includes a complying development certificate (within the meaning of the EPA Act).
Development Contributions Advisory Group	Means Council's internal governance body consisting of senior and executive staff.
EPA Act	Means the <i>Environmental Planning and Assessment Act 1979</i> (NSW).
LEP	Means <i>Shoalhaven Local Environmental Plan 2014</i> .
LGA	Means local government area.
Material public benefit (MPB)	Means a work or anything else that benefits the public or a section of the public.
Modification application	Means an application under section 4.55 or 4.56 of the EPA Act to modify a development consent.
Monetary section 7.11 contribution	Means a monetary contribution required by a condition of development consent imposed under section 7.11 of the EPA Act.
Part 6 certificate	Means a certificate under Part 6 of the EPA Act.
Public facilities	Means public infrastructure, facilities, amenities and services.
Regulation	Means the <i>Environmental Planning and Assessment Regulation 2021</i> .
Surplus contribution credit	Means the extent to which the value of all material public benefits provided under a WIKA exceeds the amount of monetary section 7.11 contributions relating to the works.
WIKA officer	Means a Council officer having the function of negotiating a proposed WIKA on behalf of Council.

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WIKa application fee or WIKa fee	Means the respective fee specified in Council's Fees and Charges for the relevant stage of the WIKa process.
Works-in-Kind Agreement (WIKa)	See Section 4.

## 4 Roles and Responsibilities

A WIKa is an agreement between the Council and a developer for the purpose of section 7.11(5)(b) of the EPA Act, where the Council accepts the provision of a MPB by the developer in part or full satisfaction of the obligation to pay a monetary section 7.11 contribution.

### 4.1 Provisions - When will Council decide to enter into a WIKa?

Council may seek or agree to enter into a WIKa with a developer where:

- Council and a developer agree that it is suitable for the developer to deliver one or more works contained in the Contributions Plan works schedule instead of paying monetary local infrastructure contributions towards the works pursuant to a development consent.
- The works will be provided by the developer in a more timely and efficient manner than by the Council.
- The developer may be able to carry out the works to a higher standard than the works specified in the contributions plan.
- The effect of accepting the MPB will not impact on the Council's ability to deliver contributions plan works or the MPB otherwise addresses the demand for public facilities to which the monetary section 7.11 contribution obligation the developer seeks to offset relates.
- The WIKa will not result in an unjustified shortfall in monetary section 7.11 contributions for any works in the works schedule in the contributions plan or impact upon monetary section 7.11 contributions in respect of other development.
- On balance, the developer's proposal to enter into the WIKa will be advantageous to the Council and the community.

The acceptance of a MPB offered by a developer to satisfy a monetary section 7.11 contribution obligation under a development consent is at the sole and complete discretion of the Council. Council is not under any obligations to enter into a WIKa, and if a WIKa is not supported by Council, the monetary section 7.11 contributions required by the development consent conditions must be paid in full by the developer.

Under no circumstances will Council enter into a WIKa if the MPB has occurred (wholly or partially) before execution of the WIKa.

### 4.2 Provisions – The WIKa process

This subsection and Appendix 1 and 2 outlines the WIKa process.

The decision whether to agree to accept a MPB offered by a developer and enter into a WIKa is at the sole discretion of Council.

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**Phase 1: Initial discussions**

Prior to lodgement of a formal application to enter into WIKA, an initial proposal for a WIKA must be submitted to Council. The applicant must submit the WIKA application form and any supporting information; and pay the relevant WIKA application fee.

The initial proposal is to contain information relating to the matters the Council will consider under Section 4.1 and Appendix 2 of this Policy.

Council's WIKA Officer will seek internal Council stakeholder feedback regarding the proposal. The proposal and WIKA Officer's recommendation will then be considered by Council's Development Contributions Advisory Group, where it will be determined if the proposal is accepted in principle (with or without adjustments) or rejected. The applicant will be advised accordingly.

If the proposal is rejected, the applicant may resubmit a revised proposal. Each resubmission will require the completion of a new WIKA application form and payment of the relevant WIKA application fee.

Any discussions with the WIKA Officer should occur as early as possible and, in the case of land subdivision, well before time constraints are likely to impact on the ability for Council to issue a prompt subdivision certificate.

**Phase 2: Formal application**

On receiving development consent, the developer must make a formal written application to Council seeking approval to enter into a WIKA. The information provided by the developer should explain and formalise all details of the works and other MPBs that were identified in the developer's initial proposal. Refer to Appendix 2 for what information should accompany the formal written application. Payment of the relevant WIKA fee will be required.

Negotiation of terms will be undertaken at this stage.

The developer should lodge the written application as early as possible after development consent is granted to allow sufficient time for Council to assess the application without impacting on the applicant's development schedule, noting that a formal application will not be accepted before development consent has been granted.

**Phase 3: Endorsement**

If the proposal is materially different from the initial proposal in Phase 2, the application will be referred to the Development Contributions Advisory Group by the WIKA Officer for endorsement to proceed.

The application will then need to be reported to Council for formal consideration and approval unless all the following requirements are met, as relevant to the proposal:

- The WIKA application relates entirely to works that are contributions plan works.
- The value of works is consistent with the value as specified in the contributions plan.
- The application seeks contribution credit for monetary section 7.11 contributions that relate to the works item or to the same contributions plan works category as the works.
- The WIKA does not involve credit or refund arrangements or has credit or refund arrangements which are set out in template format.

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- The WIKA Agreement involves the dedication of land and payment of land value consistent with the value and general area of the land identified in the contributions plan, noting that land cannot be dedicated to offset contributions.

After considering the formal written application, supporting information and matters relevant to the application, the WIKA application may be:

- Approved unconditionally or subject to conditions and modifications as considered appropriate.
- Refused.

The applicant will be advised in writing of the determination.

#### **Phase 4: Drafting and execution**

If favourable, the WIKA can generally be drafted and entered into at any time, following payment of the relevant WIKA fee for the stage. A WIKA that is entered into as a result of the Council's determination to approve an application must conform to the Council's determination of the application including any resolution made by Council approving the application.

Council will arrange for the preparation of the WIKA on its template at the developer's cost. The WIKA must conform to the Council's currently publicly available template with such modifications as may be required in the particular circumstances.

The WIKA process should take no longer than 6-9 months from the lodgement of the formal application to the date the WIKA is entered in to. Council reserves the right to terminate the process where protracted.

#### **4.3 Implementation**

This Policy applies to any WIKA that the Council enters into or proposes to enter into that applies to land or development within the Shoalhaven LGA.

A WIKA can be entered into following the grant of development consent (including a complying development certificate), or the modification of a development consent.

## **5 Related Legislation, Policies or Procedures**

- Section 7.11 of the EPA Act.
- The Regulation.
- Shoalhaven Contributions Plan.

## **6 Risk Assessment**

#### **Probity**

To ensure that WIKA negotiations are transparent, consistent, efficient, fair, and accountable and to protect the public interest, the Council will:

- Provide a copy of this Policy to any person who seeks to enter into a WIKA with Council.



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- Publish this Policy on Council's website and promote the general awareness of this Policy.
- Negotiate WIKAs in accordance with this Policy.
- Ensure that Councillors and Council staff understand their particular role and responsibility, some of which carry the potential for conflicts of interest.
- Take appropriate steps to ensure that it avoids any other conflicts of interest such as appointing a probity advisor in any other cases where there may be a risk of conflict of interest, or where there is significant public interest.
- Ensure that all negotiations with a developer and their consultants are sufficiently documented.

#### **Who will negotiate on behalf of the Council?**

The Council will nominate the WIKA Officer to be the representative of the Council in all negotiations. The WIKA Officer will negotiate a WIKA on behalf of the Council.

The Councillors will not be involved in the negotiation of the WIKA; however, a decision on whether the Council will enter into a WIKA may need to be made by resolution of the governing body of the Council.

## 7 Data and Reporting

Council includes in its annual report particulars relating to contributions received, including MPBs. A register of any WIKAs that apply to land within the Council's area is also kept on Council's website.

## 8 Monitoring and Review

It is intended that this Policy will be periodically reviewed and, depending on the outcome of any review following consideration by Council, may be updated from time to time.

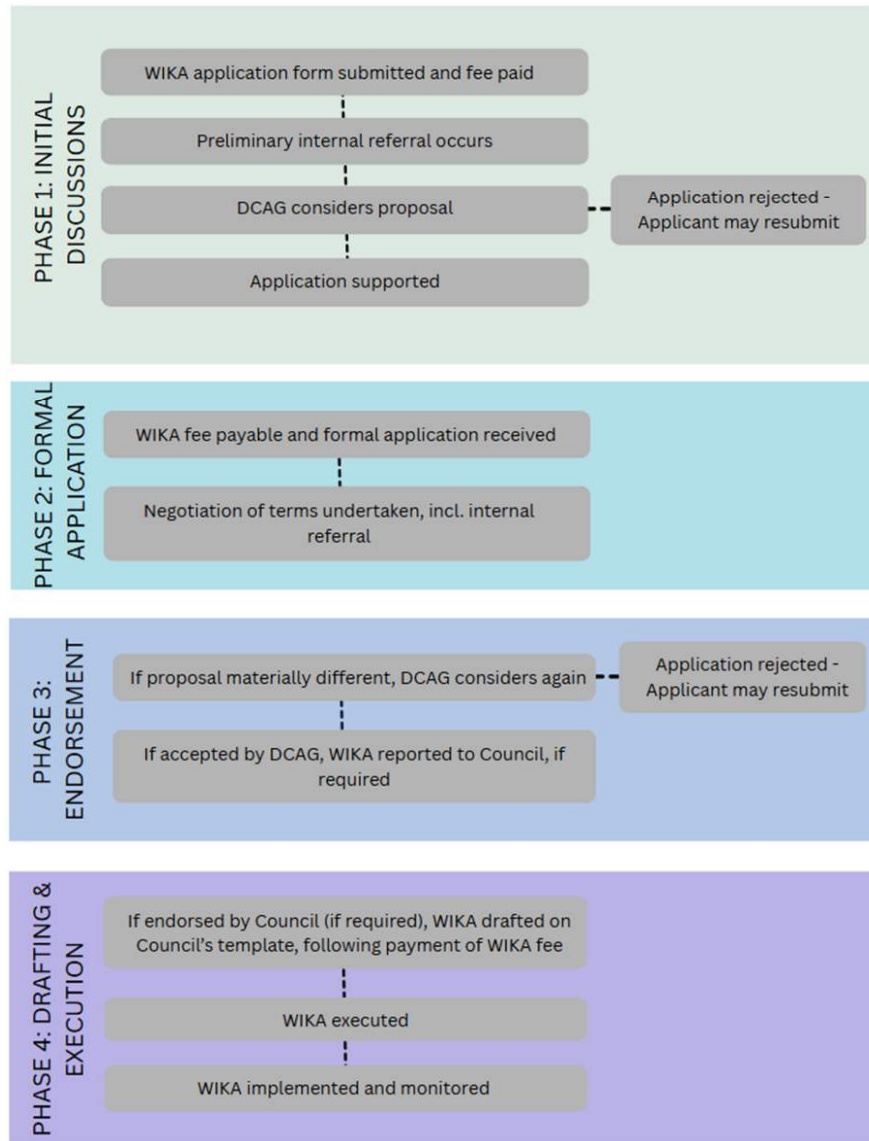
## 9 Ownership and Approval

### 9.1 Public Policy

Responsibility	Responsible Owner
Directorate	City Development – Strategic Planning – Policy Planning
Endorsement	Development Contributions Advisory Group
Approval/Adoption	Council

Draft Works In Kind Agreement Policy

APPENDIX 1: WORKS IN KIND AGREEMENT FLOW CHART



[Draft Works In Kind Agreement Policy](#)

## APPENDIX 2: TECHNICAL INFORMATION

This attachment provides additional guidance to further outline Council's position and expectations regarding WIKAs.

### **Formal written application supporting information**

A formal written application to enter into a WIKA must be accompanied by detailed information regarding:

- The subject land to which the application relates.
- The relevant development consent and the condition(s) which requires a monetary section 7.11 contribution to be paid.
- Owners consent for all land affected by the application.
- Copies of all written documentation including approvals.
- Whether the form and terms and conditions of the proposed WIKA will differ from the Council's publicly available template WIKA and provision of justification for all proposed changes and differences.
- Copies of plans depicting the design of the works previously accepted by Council or draft plans to commence design/technical discussions with staff. Council is to be involved in the design of the works, including consistency with technical specifications advised by the Council, to ensure the works will be to a suitable standard for the council to eventually accept.
- A program including proposed timing (including commencement and completion dates), relevant milestones and standards of delivery.
- A description of the WIKA proposal, including the following, as appropriate to the MPB being offered:
  - Whether the MPB comprises the whole or part of contributions plan work and if any components of the MPB are inconsistent with the contributions plan work.
  - Whether the MPB is for the same contributions plan project or works category as the monetary section 7.11 contribution.
  - The estimated cost of the proposed MPB. Council may, at the applicant's cost, seek to verify the developer's estimate of the cost of the proposed works.
  - The contribution value for that work contained in the contributions plan.
  - The extent of the monetary section 7.11 contribution sought to be satisfied by the MPB and whether the estimated cost is more or less than the contributions plan works costs for the MPB.
  - If the MPB does not include works or the works does not relate to or is not in accordance with a contribution plan work to which a monetary section 7.11 contribution obligation relates, evidence that the WIKA is a suitable and adequate alternative means of addressing the demand for contributions plan works.
- Any other matters outlined in Section 4.1 of this Policy.

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**Draft Works In Kind Agreement Policy**

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**WIKA template**

Specific provisions are required to be included in all WIKAs that include the carrying out of works, which are contained in the Council's currently publicly available template WIKA. A WIKA must be entered into in the form of, and on the same terms and conditions as contained in this template.

The provisions of a particular WIKA applying to the carrying out of works are subject to the circumstances of each case, which may require the deletion or modification of some of the provisions contained in the template WIKA or the inclusion of other provisions.

Any changes sought to the template WIKA by a developer must be justified in writing, and acceptance will be at the sole discretion of the Council.

**Parties to WIKA**

The Council and the developer must be the parties to a WIKA. Where work the subject of the WIKA is to be carried out on land not owned or controlled by either the Council or the developer, the relevant landowner must also be a party to the WIKA. The Council will consider on a case by case basis whether any other person associated with the developer or the landowner should be a party to the WIKA.

**Cost of works**

The developer will be responsible for meeting all costs of and incidental to works required to be provided to Council under a WIKA unless the WIKA provides for a contribution by Council or a third party to the cost of the works.

If the Council agrees to contribute towards the cost of works under a WIKA, it will not be required to do so until both of the following have occurred:

- All of the works in respect of which the Council will make a contribution have vested in the Council.
- All land on which such works have been carried out that is not owned, occupied or otherwise controlled by the Council has been transferred to the Council.

Determining the cost of works under a WIKA is relevant in the following circumstances:

- Where the WIKA provides for a contribution credit, or
- Where the Council or a third party will contribute to the cost of the works.

Refer to the 'Costs' section below regarding the estimated cost of the works.

**Contribution credit and surplus contribution credit**

Unless otherwise agreed by the Council, works provided under a WIKA will only attract contribution credits to offset monetary section 7.11 contributions:

- For the infrastructure item that is being constructed, or
- In the same contributions plan works category as the works.

This will be determined at the sole discretion of the Council.

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**Draft Works In Kind Agreement Policy**

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Unless otherwise agreed by Council, the monetary value of a contribution credit for the provision of contributions plan works by a developer under a WIKA will not exceed the contributions plan works cost for the relevant works.

The provision of a contribution credit by the Council under a WIKA is given in consideration of the developer providing the relevant works and otherwise performing all of its obligations under the WIKA. Accordingly, a WIKA will ordinarily provide that a contribution credit is not granted and cannot be applied against monetary section 7.11 contributions payable under a development consent until both of the following have occurred:

- All of the works to which the contribution credit applies have vested in the Council.
- All land on which such works have been carried out that is not owned, occupied or otherwise controlled by the Council has been transferred to the Council.

Any difference between the agreed and actual costs of constructing the works will be to the advantage or disadvantage of the developer. The developer is not entitled to claim any surplus contribution credits or reimbursement for the difference between the actual construction costs and the agreed contribution credit.

Where the cost of providing the works under a WIKA, as agreed by the Council, is less than the amount of the monetary section 7.11 contributions the developer seeks to offset, the developer will be required to pay the remaining balance of the monetary section 7.11 contributions in accordance with the applicable condition of development consent.

**Security for performance**

Security for the enforcement of a WIKA may be achieved using a number of different means. The primary forms of security, depending on the circumstances of the case, are as follows:

- Provision by the developer of a bank guarantee or bond in an appropriate amount to secure the developer's obligation to provide works and rectify defects and, where applicable, to maintain works after completion and transfer to Council.
- Completion of works obligations under the WIKA before the issuing of a Part 6 certificate in respect of the development to which the WIKA relates.
- Withholding a contribution credit until all of the works to which the contribution credit applies have vested in the Council and all land on which such works have been carried out has been transferred to the Council.
- Where the WIKA provides for the Council to contribute towards the cost of works, the Council not being required to do so until all of the works in respect of which the Council will make the contribution have vested in the Council and all land on which such works have been carried out has been transferred to the Council.

**Dispute resolution**

A WIKA will provide for the resolution of disputes between the developer and the Council arising in connection with the WIKA to be the subject of formal dispute resolution procedures.

The WIKA will ordinarily:

- Provide for disputes that cannot be resolved through initial discussions between the parties' nominated representatives to be referred for mediation by an independent



#### Draft Works In Kind Agreement Policy

mediator, unless the dispute relates to a matter that is appropriately dealt with by a suitably qualified and experienced independent expert via expert determination.

- Provide that the determination of a dispute referred for expert determination is binding on the Parties.
- Provide that the parties cannot exercise their legal rights outside of the WIKA in relation to a dispute until the dispute resolution process under the WIKA has run its course.
- Require the parties to bear their own costs of participating in a mediation or expert determination process and to share equally the costs of the mediator or expert.

#### ***Breach by developer and enforcement***

A WIKA will provide that where the Council considers that a developer is in breach of its obligations under a WIKA, the Council must give the developer a written notice providing details of the breach and requiring the developer to rectify the breach before the Council may exercise any remedies under the WIKA in relation to the breach.

Where a developer has failed to comply with a notice from the Council to remedy the breach, the Council will ordinarily be entitled to do one or more of the following:

- Call-up any financial security provided under the WIKA.
- Step-in and perform the developer's obligations under the WIKA either in relation to the breach or more generally.
- Recover costs incurred in rectifying the breach from the developer in a court of competent jurisdiction.
- Terminate the WIKA.

The WIKA will set out the rights and obligations of the parties if the Council terminates the WIKA, but generally the WIKA will include a provision that there will be no recognition of contribution credit.

#### **Costs**

The Council requires the developer under a WIKA to be responsible for all of the Council's costs and expenses related to the WIKA. This will include (without limitation) Council's costs and expenses of:

- Preparing, negotiating, executing, registering, and stamping (if required), a WIKA.
- Any variation of the approved design or specification of works under the WIKA requested by the developer.
- An amendment of a WIKA other than amendment requested by Council.
- Preparing and registering any related instrument on title such as any easements, covenants, restrictions, charges and caveats required or allowed by the WIKA.
- Preparing, negotiating, executing, registering, and stamping (if required), any other related document related to the specific WIKA, such as any deed of novation or assignment.
- Enforcing and remedying a breach of the WIKA, including costs and expenses incurred by the Council in connection with investigating a non-compliance by the developer and

**Draft Works In Kind Agreement Policy**

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enforcing compliance by the Developer with this Deed (including the costs and expenses of preparing and issuing notices for those purposes).

- Engaging a suitably qualified and experienced quantity surveyor independent of the parties to provide a written opinion on the estimated cost of the works.

These costs must be settled before Council will sign any finalised WIKA.

***Indemnity and release by developer***

A WIKA will require the developer to indemnify and release the Council from and against all claims the developer may have against the Council arising in connection with the performance of the developer's obligations under the WIKA.



# Rainwater Tank Rebate Policy

**For more information contact  
Shoalhaven Water**

**City Administration Centre**

Bridge Road (PO Box 42)  
Nowra NSW Australia 2541  
P: (02) 4429 3214  
F: (02) 4429 3170  
[water@shoalhaven.nsw.gov.au](mailto:water@shoalhaven.nsw.gov.au)  
[www.shoalwater.nsw.gov.au](http://www.shoalwater.nsw.gov.au)

Adoption Date: 22/02/2005

Amendment Date: 28/02/2006, 22/08/2006, 25/06/2007, 26/02/2008, 25/11/2008,  
21/05/2013, 24/1/2017, 14/03/2022

Minute Number: MIN05.211, MIN06.187, MIN06.1132, MIN07.902, MIN08.179,  
MIN08.1534, MIN13.499, MIN17.26, MIN22.182

Next Review Date: 1/12/2024

Related Legislation:

Associated Policies/Documents:

Responsible Owner:

Record Number: POL24/158

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## 1 Policy Purpose

- To help conserve water and reduce stormwater runoff by encouraging the installation of rainwater tanks.
- To provide an incentive for households who might not otherwise install a rainwater tank, by offsetting some of the costs of purchasing and installing a tank. These costs can include the connection of a rainwater tank to a toilet and/or washing machine, offsetting some of the plumbing expenditure and Development Application charges if applicable.

## 2 Objectives

### 2.1 Policy Statement

This policy is a Council initiative aimed at helping to reduce the demand on the potable water supply and encouraging the community to conserve water at home and in the garden by installing rainwater tanks. More information about the rebate is provided at Appendix 1.

## 3 Definitions

Term	Meaning
<del>Rain-water</del> Rainwater tank	A tank designed for the capture and storage of <del>Rain water</del> Rainwater from roof structures

## 4 Roles and Responsibilities

### 4.1 Provisions

#### 4.1.1 Rebate Schedule

The Rainwater Tank Rebate applies in accordance with the amount as contained within the annual Delivery Program and Operational Plan.

Shoalhaven Water will only issue one (1) rebate per property for Rainwater tank(s) regardless of the number of tanks.

#### ~~4.1.2 Registration Fee Waiver~~

~~If a testable backflow prevention device is required, Council will waive its initial registration fee of the backflow prevention device and inspection charge – review Shoalhaven City Council Fees & Charges for details.~~

~~Note: If plumbing is required to supply toilet and/or washing machine or connection to the potable water supply, approval is required under s68 of the Local Government Act 1993. This application, inspection and associated costs is not waived.~~

#### ~~4.1.34.1.2~~ Eligibility for Rebate

To be eligible for the rebate, the applicant must have installed a rainwater tank that:



- i. has been purchased by the applicant on or after 1 March 2005
- ii. has a minimum total capacity of 2000 litres
- iii. is not required to be installed in order to comply with a BASIX certificate
- iv. is not required to be installed in order to comply with a requirement or a condition within a development consent/subdivision requirement
- v. is in accordance with the current NSW Code of Practice: Plumbing and Drainage
- vi. is on land that has an approved connection to a water main owned by Shoalhaven City Council
- vii. is a new tank
- viii. is covered by a minimum 12 month warranty
- ix. has all associated plumbing work completed by a licensed plumber
- x. is used for the collection and storage of rainwater for use on the site
- xi. meets all relevant standards, building codes, and Shoalhaven City Council requirements, including periodic inspection of rainwater re-use systems by Council's staff (or its agents) to monitor the on-going compliance of the systems installed
- xii. is to operate on the grounds for a period of five (5) years after installation. Rebate recipients may be asked to participate in research during this time
- xiii. internal plumbing connection to toilet and or washing machine has been approved and completed under Section 68 of the Local Government Act, inspected by Shoalhaven City Council

## 4.2 Implementation

Shoalhaven Water Group has responsibility for implementation of this policy through processing of compliance checklists and applications for the rebate.

## 5 Related Legislation, Policies or Procedures

[Backflow Prevention Cross-connection Control Policy](#)

## 6 Risk Assessment

Risk Category	Risk	Notes
<a href="#">Reputation</a>	<a href="#">Inconsistent assessment of applications for rebate</a>	<a href="#">Policy sets out clear eligibility criteria and rebate that can apply</a>
<a href="#">Financial</a>	<a href="#">Rebates values not consistently applied</a>	<a href="#">Policy defines the value of the rebate set by council each year</a>
<a href="#">Environment</a>	<a href="#">Cross contamination of potable water supply through incorrect installation including backflow device</a>	<a href="#">Approval of rebate requires confirmation by council Plumbing and drainage team that installation meets plumbing standards along with annual compliance check of Backflow device</a>

Risk Category	Risk	Notes

## 7 Data and Reporting

## 8 Monitoring and Review

This policy will be reviewed within one year of the election of every new Council

## 9 Ownership and Approval

### 9.1 Public Policy

Responsibility	Responsible Owner
Directorate	<del>"Enter Directorate – Department – Unit"</del> Shoalhaven Water- Business Services
Endorsement	<del>"Enter Director &amp;/or ELT – include Advisory Committee name (if relevant)"</del> Director Shoalhaven Water
Approval/Adoption	Council

## Appendix 1 - Rainwater Tank Rebate

### About the rebate

As our population grows, a key challenge for the Shoalhaven is to ensure a sustainable water supply for the future. ~~The NSW Government Best Practice Management of Water Supply and Sewerage Guidelines – August 2007, acknowledges the need for a demand management initiative.~~ This rebate is an initiative to reduce the demand on the potable water supply and gives the community the chance to conserve water at home and in the garden by installing rainwater tanks.

A rebate is available from Council for customers connected to the ~~town-potable~~ water supply system who install a rainwater tank(s) on their property. The tank must comply with Council requirements for installation.

Rainwater tank rebates may be available at the amount resolved within the annual Delivery Program and Operational Plan at the time of application.

### Fees and Charges

If a testable backflow prevention device is required, ~~the backflow device must be registered with Council and backflow registration fees will be applied as per council's published fees and charges. Council's initial registration fee of the backflow prevention device and inspection charge is waived. Ongoing costs will still result from the licensed plumbing inspection and registration with Council annually.~~

If plumbing is required to supply toilet and/or washing machine or connection to the potable water supply, approval is required under s68 of the Local Government Act 1993. This application ~~and any associated inspection is also charged as per Council's published fees and charges. and associated costs is not waived.~~

Note: Rural properties are exempt development below 25,000 L

### Applying for a rebate

#### Stage 1: Compliance of Rainwater tank installation.

- 1 Submit online Rainwater Tank Compliance Checklist for Council review.
- 2 Wait for approval from Shoalhaven City Council before proceeding with installation.
- 3 Install tank - engage a licensed plumber if topping-up, cross-connecting or connecting to a toilet or washing machine.
- 4 If tank has been connected to internal plumbing such as toilet or washing machine, ~~provide Shoalhaven City Council's Plumbing and Drainage Letter of Completion, in accordance with the Section 68 approval under the Local Government Act. arrange for works to be inspected by a Council officer to ensure AS3500 Plumbing & Drainage requirements have been met.~~

#### Stage 2: Request Rainwater tank rebate

- 1 Submit online Rainwater Tank Rebate Request.
- 2 Attach copies of receipt(s) for the tank purchase and installation.

## Development exclusions

### a) BASIX Certificate

The Building Sustainability Index (BASIX) is a NSW Government initiative. It ensures that all new dwellings in NSW meet the target of 40% reduction in water consumption and a 25% reduction in greenhouse gas emissions. Compliance with these targets is demonstrated through the completion of a BASIX assessment and the issuing of a BASIX Certificate.

**Customers who are required to install a rainwater tank(s) to comply with BASIX and have a BASIX Certificate dated after 1 July 2005 are not eligible for a rainwater tank rebate.**

### b) Development consent/Subdivision requirement exclusions

**Customers who are required to install a rainwater tank in order to comply with a requirement or a condition within a development consent/ subdivision requirement are not eligible for a rainwater tank rebate.**

## Terms and Conditions

The following terms and conditions apply.

### 1 Compliance

Any installation of a rainwater tank under the rebate program must submit a compliance checklist as this will ensure that the tank installation will meet Council requirements.

### 2 Application:

Any request for a rebate must be submitted and approved by Shoalhaven Water before a rebate can be issued. The online form must be submitted with copies of receipt(s) for the purchase and installation of the rainwater tank(s). The applicant must be an owner of the property where the tank is installed.

### 3 Backflow prevention:

See [Council's Backflow Prevention and Cross-connection Control Policy fact sheet](#) and for more detail see [NSW Code of Plumbing & Drainage](#) and the [National Construction Code Volume 3 - Plumbing Code of Australia \(PCA\)](#) for more detail.

Note: The requirements of backflow prevention may vary [with changes to Council's Policy and the PCA, as a result of changes in the NSW code of Plumbing and Drainage.](#)

**4 Initial inspection:**

Council may need to inspect the rainwater tank at least once prior to any rebate being issued.

**5 Sole rebate:**

Shoalhaven Water will only issue one (1) rebate per property.

**6 Program changes:**

Shoalhaven Water reserves the right, at its sole and absolute discretion and at any time, to change any or all of the terms and conditions of the rebate program. Applications must be received by Shoalhaven Water prior to any published termination date for the rebate program.

**7 Payment:**

Payment of approved rebates will be made to the property owner(s) by direct transfer to nominated bank account as submitted on the Rainwater Tank Rebate Request.





# Community Service Obligations - Water Supply, Wastewater, Effluent, Trade Waste Services and Section 64 Contributions

For more information contact  
Shoalhaven Water

**City Administration Centre**  
Bridge Road (PO Box 42)  
Nowra NSW Australia 2541  
P: 1300 293 111

[water@shoalhaven.nsw.gov.au](mailto:water@shoalhaven.nsw.gov.au)  
[www.shoalwater.nsw.gov.au](http://www.shoalwater.nsw.gov.au)

Adoption Date: 23/02/2004

Amendment Date: 28/09/2004, 27/06/2006, 25/11/2008, 21/05/2013, 16/05/2017, 01/08/2022

Minute Number: MIN04.218, MIN04.117, MIN06.660, MIN06.853, MIN08.1534,  
MIN13.499, MIN17.401, MIN22.512

Next Review Date: 1/12/2024

Associated Policies/Documents:

Responsible Owner:

Policy Number: POL24/148

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## 1 Policy Purpose

The purpose of this policy statement is to outline Council's determining criteria for recognition of Community Service Obligation (CSO) and the charging policy of water, wastewater, effluent, trade waste services and Section 64 contributions for approved Community Service Obligation organisations or projects.

## 2 Objectives

### 2.1 Policy Statement

Council reaffirmed this policy in its revised format by Minute 06.853 on 27<sup>th</sup> June 2006.

### 2.2 General

The Independent Pricing and Regulatory Tribunal in 1996 determined in its recommendation on Cross Subsidies, that CSO's are essentially an issue for Government policy and, as such a matter for Governments. The Tribunal considered however that the preferred method of funding CSO's should be through explicit and transparent government payment. This action is consistent with the NSW Government Water Supply, Sewerage and Trade Waste Pricing guidelines for Local Water Utilities.

This policy will provide consistency in the recognition and determination of organisations to qualify as CSO's and summarise the degree of subsidy by Council.

### 2.3 Documentation Endorsement

The information within this policy statement is based on various Council resolutions relating to Community Service Obligation.

File 72/4510 Council Meeting of 10<sup>th</sup> June 1997 – Non-Rateable Water and Wastewater services

File 72/4510 Council Meeting of 17<sup>th</sup> June 1997 – Church Schools

File 2213 Council Meeting of 28<sup>th</sup> May 2002 – Usage Charges for Playing Fields CSO3

File 24523 Council Meeting of 23<sup>rd</sup> June 2003 – Effluent Pump out Services

File 12039 Council Meeting of 23<sup>rd</sup> February 2004 – CSO for Water and Wastewater Charges

File 12039 Council Meeting of 26<sup>th</sup> July 2004 – Community Service Obligation (CSO) Review

File 12039 Council Meeting of 23<sup>rd</sup> May 2006 – Waiving of Section 64 Contributions for Community Projects

## 3 Definitions

Term	Meaning
<i>Charity</i>	A non-profit organisation run for the benefit of the community
<i>Church</i>	A place of worship with no attached hall, residence, or facility

<i>Community benefit</i>	Providing benefits for the community, as opposed to exclusive private benefits for individuals
<i>Community organisation</i>	An organisation of benefit to the health and well-being of the public
<i>Not-for-profit (non-profit)</i>	A charity as defined in the Charities Act 2013 (Cth).
<i>Owned by Community</i>	A premises Locally owned by organisations, groups or incorporated bodies etc.
<i>Section 64</i>	The charges levied in accordance with Section 64 of the NSW Local Government Act, 1993.
<i>Swimming pools</i>	Council owned and operated Swimming Pools.
<i>Usage allowance</i>	Means the first 300kL of water used in the financial year on a pro-rata basis.

### 3.1 Abbreviations and Acronyms

Abbreviation/Acronym	Meaning
CSO	Community Service Obligation
s.64	Section 64

## 4 Roles and Responsibilities

### 4.1 Provisions

#### 4.1.1 Common Provisions

There are no common provisions relating to this policy. The policy is only related to the provision of financial subsidy to facilities of public benefit in respect of Water Supply, Wastewater, Effluent, Trade Waste related services and s.64 contributions.

#### 4.1.2 Subsidies applicable to CSOs

CSO's are categorised into four levels based on the nature and level of service provided to the community. The recognition of a CSO in respect of Water Supply, Wastewater, Effluent, Trade Waste services and Section 64 result in the following subsidy from Council Charges where applicable.

##### Water Supply

- CSO Level 1:           Waiver of availability charge.  
                              Specified Usage charge allowance.
- CSO Level 2:           Waiver of availability charge.

Shoalhaven Water – Community Service Obligations – Water Supply, Wastewater, Effluent, Trade Waste Services and Section 64 Contributions Page | 3

CSO Level 3: Waiver of availability charge.  
Specified Usage charge allowance.  
Usage charge at a lower rate.

**Wastewater**

CSO Level 1: Waiver of availability charge.  
CSO Level 2: Waiver of availability charge.  
CSO Level 3: Waiver of availability charge.  
Waiver of usage charge.

**Effluent Services**

CSO 1, 2 and 3: There is no subsidy provided for the conduct of effluent services (pumpout, cleanout or other related contracted services)

**Trade Waste**

CSO 1, 2 and 3: There is no subsidy provided in respect of Trade Waste charges.

**Section 64**

CSO Level 1: Reduction of 75% for projects.  
CSO Level 2: Reduction of 50% for projects.  
CSO Level 3: Reduction of 25% for projects.  
CSO Level 4: Reduction as determined by-in consultation with the ~~contributions due for the Council project~~ CEO (Director, Shoalhaven Water).

The relevant charges and respective allowances for CSO's are contained within Council's Delivery Program and Operational Plan, which is exhibited for public comment each year during May and June.

**4.1.3 CSO Classification Process**

Organisations or properties, which seek to be classified as a CSO under this policy, must formally apply to Council for such recognition. Applications must be accompanied by sufficient documentation to support the claim and be signed by the governing body, CEO or owner of the property. Council will reserve the right to seek further confirming detail where required.

CSO's will be classified into an appropriate Level based on criteria relevant to the nature of the property and subject to review. The degree of service and the nature of the organisation should be the determining factor of the Level to which a CSO is placed. This can include whether the facility is income producing but not necessarily classified as commercial in nature e.g., Council owned swimming pools. As a guide the following criteria must be satisfied when assessing applicants for recognition as a CSO.

**4.1.4 Split Land Use**

Some organisations have combined facilities within a Land Use e.g., Church/School. The criteria for classification of CSO in these cases would need to be based on the primary purpose of the property, or a pro-rata determination by the CEO (~~Executive Manager~~ Director, Shoalhaven Water).



The CEO (Executive Manager - Shoalhaven Water) is delegated authority to make the determination of CSO and Level based on eligibility criteria and in cases where dual Land Uses exist.

#### 4.2 Eligibility Criteria: Water, Wastewater, Effluent and Trade Waste

##### CSO Level 1

- Community benefit, **and**
- Non-profit, **and**
- Operated and run solely by volunteers, **and**
- Requires subsidy for operation, **and**
- Owned by Community or Government, **and**
- All public have full access to facility at all times.

##### CSO Level 2

- Community benefit, **and**
- Some paid employees, **or**
- Some monies generated through fund-raising, **and**
- Owned by Community or Government **or**
- A character-building organisation (not including sporting, education or hobby interest group) singularly supporting adolescence development.

##### CSO Level 3

- Community benefit, **and**
- Some paid employees, **or**
- Some monies generated through fund-raising, **and**
- Owned by Community or Government, **and**
- All public have access to sporting fields outside of committee organised events

#### 4.3 Eligibility Criteria: Section 64

##### CSO Level 1

- Community benefit, **and**
- Non-profit, **and**
- Operated and run solely by volunteers, **and**
- Requires subsidy for operation, **and**
- Owned by Community or Government, **and**
- All public have full access to facility at all times.

##### CSO Level 2

- Community benefit, **and**
- Some paid employees, **or**

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- Some monies generated through fund-raising, **and**
- Owned by Community or Government **or**
- A character-building organisation (not including sporting, education or hobby interest group) singularly supporting adolescence development, **and**
- All public have access (outside of committee organised events).

### CSO Level 3

- Community benefit, **and**
- Some paid employees, **or**
- Some monies generated through fund-raising, **and**
- Owned by a Community Organisation or Government, **and**
- All public have limited access (outside of committee organised events).

### CSO Level 4

- Meets the criteria as set out for CSO Level 1, CSO Level 2, or CSO level 3, **and**
- Is a Shoalhaven City Council funded project.
- Is a project funded by the applicant organisation on land owned by Shoalhaven City Council.

## 4.4 Funding Provisions

Total funding for Section 64 reduction in contributions in respect of CSO Levels 1 to 3, will be limited to \$20,000 from the Water Fund and \$20,000 from the Wastewater Fund each financial year. Additional funding will be considered on a case-by-case basis and reported to Council. Funding in respect of Section 64 reductions for CSO Level 4 will be considered on a case-by-case basis and reported annually within the Delivery Program and Operational Plan.

## 4.5 Implementation

The Water Business Services Department will implement policies relating to applicant processing, management, recognition of CSO's and the capture/reporting the level of financial subsidy.

Approval for the recognition of an organisation for CSO is vested in the CEO (Executive Manager - Shoalhaven Water).

## 5 Related Legislation, Policies or Procedures

## 6 Risk Assessment

	<u>Not providing suitable guidance for the appropriate delivery Shoalhaven Water's Community Service Obligation could lead to</u>
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	<p><u>eligible customers missing out on assistance. The alternative is that reductions under this policy are given in unwarranted circumstances, affecting Shoalhaven Water's financial position.</u></p> <p><u>A clear policy provides direction for procedures and guidelines to be developed to properly support customers in need to appropriate levels.</u></p>
	<p><u>A lack of clear policy can lead to inconsistent service delivery, inefficiencies, and increased administrative burdens. Staff may struggle to interpret vague policies leading to diminished service delivery.</u></p> <p><u>Strong policy statements ensure proper service delivery to the high standards we expect to deliver.</u></p>
	<p><u>Shoalhaven Water is widely acknowledged as a leader in our industry. Without a suitable policy guiding this significant customer service offering, there is a risk of creating a negative public perception.</u></p> <p><u>Management of our brand is an important area of our overall business, and a consistent, robust policy ensures a uniform approach to our customer base, projecting high level customer service standards</u></p>
	<p><u>Shoalhaven Water is widely acknowledged as a leader in our industry. Our long-term goals are to maintain this leadership position and continue to be recognised for our service standards.</u></p> <p><u>The development and maintenance of service-oriented policies help to meet these goals.</u></p>
	<p><u>Our customer base is at risk from externalities such as economic downturns, change in interest rates or government policy direction above local government.</u></p> <p><u>A consistent policy position ensures we are in a position to provide assistance to those in need in our community, in this case, not for profit community facing organisations.</u></p>

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## 7 Data and Reporting

### 87 Monitoring and Review

This policy will be reviewed within one year of the election of every new Council.

### 98 Ownership and Approval

#### 9.18.1 Public Policy

Responsibility	Responsible Owner
Directorate	<del>"Enter Directorate – Department – Unit"</del> Shoalhaven Water – Water Business Services Department – Water revenue Unit.
Endorsement	<del>"Enter Director &amp;/or ELT – include Advisory Committee name (if relevant)"</del> Director Shoalhaven Water
Approval/Adoption	Council

CL26.14 - Attachment 2



# Shoalhaven Water - Undetected Leak Rebate Policy

**For more information contact  
Shoalhaven Water**

**City Administration Centre**

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1300 293 111

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[www.shoalwater.nsw.gov.au](http://www.shoalwater.nsw.gov.au)

Adoption Date: 31/08/2004

Amendment Date: 02/03/2021, 25/06/2009, 23/11/2012, 24/01/2017, 01/08/2022,  
13/05/2025

Minute Number: MIN04.1060, MIN09.774, MIN12.1276, MIN17.26, MIN22.512,  
MIN25.238

Next Review Date: 13/05/2029

Related Legislation: Local Government Act 1993

Associated Policies/Documents: Payment Assistance Scheme – Water Accounts /  
Shoalhaven Water – Debt Management Policy

Responsible Owner: Water Revenue Manager

Record Number: POL25/116





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## 1 Policy Purpose

The purpose of this policy is to make available assistance to customers by providing some relief for significantly higher water accounts because of undetected water leaks.

## 2 Objectives

### 2.1 Policy Statement

Shoalhaven City Council (Council) is responsible for the provision of potable water to the boundary of a property. Water that has passed through a metered service connection then becomes the responsibility of the property owner.

This policy is not intended to provide full compensation to customers for water and sewer usage charges as a consequence of an undetected water leak on their property.

Council is not obliged by any legislation, regulation or other mandate to provide financial relief in circumstances where customers are adversely impacted by an undetected water leak. However, as an act of good faith and in the interest of good public relations, Council provides a means by which some assistance for higher water usage charges can be obtained, subject to the criteria in this policy being met.

## 3 Definitions

Term	Meaning
Licenced plumber	A person qualified to undertake plumbing work on a property. In New South Wales, plumbers are licensed through NSW Fair Trading.
Metered service connection	The physical location on a property where Shoalhaven Water delivers potable water to a property. This is where the property's water meter will be located.
Potable water	Water that is safe for drinking and food preparation, treated to remove harmful contaminants like bacteria and chemicals.
Property owner	The person, persons, or other legal entity listed on the title of the property. Property owners are liable for outstanding water account debts on a property and water accounts will be issued in their name/s.
Shoalhaven City Council (Council)	The organisation responsible for the delivery of services in the Shoalhaven City local government area.
Shoalhaven Water	Shoalhaven Water is Council's water utility.

Undetected leak	A leak that causes excessive water use and is not readily able to be located.
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## 4 Roles and responsibilities

### 4.1 Provisions

In order to be eligible for an undetected leak rebate, applications must meet and address all of the criteria described below.

An Undetected Leak is where there is no visible sign of water loss. Both the fault causing the water loss and/or the water loss itself could not have been reasonably detected by visible inspection prior to Shoalhaven Water issuing an account.

#### Applications must comply with the following criteria:

- Involve a significant leakage on the property. A leakage is so determined to be significant if the water usage on the Water Account issued immediately prior to the repairs being completed is:
  - More than \$300, and
  - 1.5 times greater than the previous five (5) water billing periods' daily average consumption.
- Involve a leakage in pipelines, which have gone undetected. Undetected leakage is defined as occurring within pipeline breaks or connections in the ground, under slabs or within walls etc and is not obviously visible to the property owner or resident.
- Where the property owner is unable to provide evidence that the leak has been repaired, ~~include~~ include a declaration from the property owner indicating that the abnormally high water usage was because of an undetected water leakage.
- An acknowledgement from the applicant that subsequent claims under this policy will not be accepted by Shoalhaven Water.
- An application is to include supporting documentation that the water leakage was quickly repaired (within 30 days of an account being issued, or after the customer learnt of its existence).
- Include a statement or invoice from a licensed plumber indicating the cause and location of the water leak and that it has been repaired or in the case where a plumber was not employed, a declaration by the owner with the equivalent details.
- Applications for an undetected leak rebate are to be received by Shoalhaven Water within six months of the date of the affected water account.

Council will not waive interest charges accrued on unpaid water accounts that are subject to an application for a rebate under this policy.

#### Applications will not be approved where:

- The leak could have been reasonably detected by visible inspection. This includes, for example, instances where a property has been vacant and the leak might have been discovered had routine inspections taken place.
- Where the leak is the result of a subsequent occurrence at the same property and by the same owner regardless of whether it is a related event or separate undetected leakage.
- Where the leak involves faulty plumbing fixtures (for example, but not limited to appliances, pumps, hot water systems, pressure release or float valves, cattle troughs, solar panels or pool heaters, pool or pond lines, taps, toilet cisterns, sprinkler or irrigation systems).
- Where the leak involves a leakage caused directly by way of accidental or wilful damage, whether by the property owner or a third party.
- The application does not contain the documentation or meet the terms of a complying claim.

#### Methodology:

The following outlines the process for calculating the rebate for complying applications, noting that only one rebate will be offered per customer, per property, over the lifetime of ownership of the property.

#### The Rebate:

- Applies to one billing period only (i.e., the billing period for which the undetected leak commenced).
- Provides a reduction in the volume of water use charged to the customer equal to 50% of the estimated volume of water lost.
- Will be capped at \$2,000 for the water usage component.
- If a volumetric sewage or waste disposal charge is applicable, providing a 100% reduction in these charges associated with the full estimated volume of water lost.

#### Calculation:

The estimated volume (in kilolitres) of water lost is calculated as follows:

**H** = high volume water use measured over the high usage period and

**A** = estimated average water use (calculated using the average daily usage from the last 5 billing periods)

then

**Volume of Water Lost (VWL) = H - A**

The Undetected Leak Rebate will be calculated as follows:

**Undetected Leak Rebate = VWL/2**

As a result, the remaining 50% of the estimated high water usage will remain payable.

#### Further Assistance:

Where applications do not meet all eligibility criteria: i.e.,

- Water usage charges are less than \$300.
- Water usage is less than 1.5 times the average daily consumption of the previous five periods.
- Is a second or subsequent occurrence as property owner.
- Leak impacts more than one billing period, or
- Any other eligibility criteria.

and financial hardship is being experienced, customers could seek relief under the Payment Assistance Scheme.

#### 4.2 Implementation

The Water Business Services Section of Shoalhaven Water is responsible for the implementation and management of claims within this policy. The Director Shoalhaven Water (Water Business Services Manager) is authorised to determine applications for assistance and payment under the terms of this policy.

#### 5 Related Legislation, Policies or Procedures

- Local Government Act 1993
- Payment Assistance Scheme – Water Accounts
- Shoalhaven Water – Debt Management Policy

#### 6 Risk Assessment

Risk Category	Comments and risk mitigation
Financial	<p>Not providing suitable guidance for the delivery of undetected leak rebates could lead to eligible customers missing out on valuable assistance. This would increase the possibility of increased levels of arrears balances in water accounts.</p> <p>A clear policy provides direction for procedures and guidelines to be developed to properly support customers in need to appropriate levels.</p>



Operational	<p>A lack of clear policy can lead to inconsistent service delivery, inefficiencies, and increased administrative burdens. Staff may struggle to interpret vague policies leading to diminished service delivery.</p> <p>Strong policy statements ensure proper service delivery to the high standards we expect to deliver.</p>
Reputational	<p>Shoalhaven Water is widely acknowledged as a leader in our industry. We are not required by an alternate power to provide this financial assistance. A comprehensive policy for undetected leak rebates solidifies our position as a leader in the industry and within our community.</p> <p>Management of our brand is an important area of our overall business, and a robust policy ensures a uniform approach to our customer base, projecting high level customer service standards.</p>
Strategic	<p>Shoalhaven Water is widely acknowledged as a leader in our industry. Our long-term goals are to maintain this leadership position and continue to be recognised for our service standards.</p> <p>The development and maintenance of service-oriented policies help to meet these goals.</p>
Social / Economic	<p>Our customer base is at risk from externalities such as economic downturns, change in interest rates or government policy direction above local government.</p> <p>A consistent policy position ensures we are able to provide assistance to those in need in our community.</p>

## 7 Monitoring and Review

This policy will be reviewed within one year of the election of every new Council.

## 8 Ownership and Approval

### 8.1 Public Policy

Responsibility	Responsible Owner
Directorate	Shoalhaven Water – Water Business Services Department
Endorsement	Director Shoalhaven Water

Approval / Adoption	Council
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